

**GRAND HAVEN CHARTER TOWNSHIP BOARD**  
**MONDAY, FEBRUARY 26, 2018**

**WORK SESSION – 6:00 P.M.**

1. 2018 Task List – Review
2. Closed Session – Discussion of Proposed Land Purchase

**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 February 12, 2018 Board Minutes
  2. Approve Payment of Invoices in the amount of \$272,427.33 (*A/P checks of \$155,334.33 and payroll of \$117,093.00*)
  3. Increase Human Resources Director Weekly Hours from 24 to 32 per week
  4. Approve Hire of Gregory Diehl as Part-Time Fire/Rescue Personnel per State Law
  5. Appoint Mark Bekins to the Downtown Development Authority Board for a term ending 8/31/2020
  6. Appoint Debra Yonker-Hecht to the Board of Review for a term ending 1/1/2019
- VI. OLD BUSINESS
  1. Approve 2018 Street Re-Graveling Projects
  2. Approve 2018 Street Paving Projects
- VII. NEW BUSINESS
  1. Approve Resolution 18-02-03 that Accepts Street Paving Petition for 158<sup>th</sup> Avenue and Schedules Public Hearing on April 9<sup>th</sup>
  2. Approve Sanitary Sewer Oversizing Agreement with Lincoln Pines per Administrative Policies and Procedures Manual (*\$76,556*)
  3. Approve Master Engineering Agreement for 2018 (*\$167,000*)
- VIII. REPORTS AND CORRESPONDENCE
  1. Committee Reports
  2. Manager's Report
  3. Others
- IX. EXTENDED PUBLIC COMMENTS/QUESTIONS ON NON-AGENDA ITEMS ONLY  
(*LIMITED TO THREE MINUTES, PLEASE.*)
- X. 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 BOARD  
MONDAY, FEBRUARY 12, 2018**

**REGULAR MEETING**

I. CALL TO ORDER

Supervisor Reenders called the regular meeting of the Grand Haven Charter Township Board to order at 7:01 p.m.

II. PLEDGE TO THE FLAG

III. ROLL CALL

**Board members present:** Larsen, Behm, Reenders, and Gignac

**Board members absent:** Redick, Meeusen, and Kieft

Also present was Manager Cargo.

IV. APPROVAL OF MEETING AGENDA

**Motion** by Clerk Larsen and seconded by Trustee Behm to approve the meeting agenda. **Which motion carried.**

V. APPROVAL OF CONSENT AGENDA

1. Approve January 22, 2018 Regular Board Minutes
2. Approve Payment of Invoices in the amount of \$338,422.21 (*A/P checks of \$249,303.75 and payroll of \$89,118.56*)
3. Approve License Agreement – Sounds of Summer with WAWL.

**Motion** by Trustee Gignac and seconded by Trustee Behm to approve the items listed on the Consent Agenda. **Which motion carried.**

VI. PRESENTATION – Loutit District Library

Loutit District Library Director John Martin and Board members Caryn Lannon and Cathy Rusco provided an update on the library activities and the 2017 Annual Report.

VII. OLD BUSINESS

1. **Motion** by Clerk Larsen supported by Trustee Gignac to authorize the Superintendent to enter into a contract with AVI Systems, Inc. to complete an upgrade of the Board Room Audio/Visual systems in the amount of \$75,778.33. Staff is further directed to complete the necessary budget amendment for approval by the Board, which will be acted upon at a later date. **Which motion carried.**
2. **Motion** by Trustee Gignac supported by Trustee Behm to approve Resolution 18-02-01, approving a one-year license agreement with Allied Waste (dba Republic Services) for waste collection and hauling services in Grand Haven Charter Township. **Which motion carried**, pursuant to the following roll call vote:  
Ayes: Behm, Gignac, Reenders, Larsen

Nays:  
Absent: Redick, Meeusen, and Kieft

VIII. NEW BUSINESS

1. **Motion** by Clerk Larsen supported by Trustee Gignac to approve Resolution 18-02-02, approving Grand Haven Charter Township's financial depositories for Fiscal Year 2018. **Which motion carried**, pursuant to the following roll call vote:

Ayes: Larsen, Gignac, Behm, Reenders  
Nays:  
Absent: Redick, Meeusen, and Kieft

2. **Motion** by Clerk Larsen supported by Trustee Behm to conditionally approve the Platted Lot Division for 15169 Mercury Drive with current Parcel Number 70-03-36-301-023, based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Subdivision Control Ordinance and Zoning Ordinance. Approval is conditioned upon:
  - a. Parcel B shall have driveway access on Park Avenue. No driveways are permitted on Mercury Drive.
  - b. All residential dwellings shall connect to municipal water.
  - c. Existing structures shall be demolished within one-year from date of approval.

**Which motion carried.**

IX. REPORTS AND CORRESPONDENCE

- a. Committee Reports.
- b. Manager's Report
  - i. January Building Report
  - ii. January Enforcement Report
  - iii. January DPW Report
  - iv. December Legal Review
- c. Others

X. PUBLIC COMMENTS

1. Laird Schaefer (*12543 Wilderness Trail*) expressed his concern for the lack of a financial plan for the proposed NORA facility program and recommended that the Township oppose any millage request.
2. The following individuals expressed support for the establishment of a facility within the Township under the Michigan Marijuana Facilities Licensing Act, requesting a "study session" with the Board:
  - a. Rebecca Neil (*1644 Franklin Avenue, City of Grand Haven*)
  - b. Jamie Cooper (*1139 Slayton Avenue, City of Grand Haven*)
  - c. Dianna DeVreugh (*1617 22 Mile Road, City of Kent*)
  - d. Jason Thurkettle (*15180 155<sup>th</sup> Avenue*)
  - e. Cathleen Graham (*8015 North Woodbridge, Township of Merrill*)
  - f. Diana Sandoval (*180 Country Club Road, Township of Holland*)
  - g. LeAnne Parker (*450 Slayton, City of Grand Haven*)
  - h. Sarah Jasick (*3114 Worden Road, Township of Fruitland*)
3. Supervisor Reenders expressed concern with differences between the Health Pointe

renderings and final construction. Cargo noted that he instructed Community Development Director Fedewa to process the addition of the “architectural” window on the west end of the structure and the shift of some of the “metal bar canopies” as a minor amendment to the Health Pointe PUD.

XI. ADJOURNMENT

**Motion** by Clerk Larsen and seconded by Trustee Gignac to adjourn the meeting at 8:05 p.m. **Which motion carried.**

Respectfully Submitted,

Laurie Larsen  
Grand Haven Charter Township Clerk

Mark Reenders  
Grand Haven Charter Township Supervisor

# 2018 PROJECT LIST

DATE: February 22, 2018

TO: Township Board and Department Directors

FROM: Cargo

Pursuant to instructions from the Board, the Project List is to be reviewed every three months during a Board work session. Board priorities highlighted “yellow”.

ADMINISTRATION (101, 171 & 172)	
PROJECT OR TASK	RESPONSIBLE EMPLOYEE(S)
Strategic Plan Update – 2019 through 2022	Board, Cargo, Fedewa
Act 425 Agreement on Robbins Road Redevelopment Property ( <i>agreement drafted by Bultje, schedule hearing prior to mid-March</i> )	Cargo, Fedewa, Bultje
Adjustment of border/boundaries between City/Township ( <i>start with three simple residential parcels; resolutions drafted; staff need to coordinate with city on start date</i> )	Fedewa, Cargo, Board, Bultje
<del>March Change of Assessment Insert</del>	<del>Cargo</del>
October Newsletter	Cargo
Summer Tax Insert	Cargo
Winter Tax Insert	Cargo
Monthly Electronic Newsletters ( <i>two completed</i> )	Cargo
CCR Annual Report NOWS and GR ( <i>posted on website</i> )	Cargo, Walsh
Freedom of Information Requests ( <i>8 thus far in 2018</i> )	Cargo
Waste Hauler Licenses (2018) ➤ <del>Republic Services</del> ➤ Waste Management ➤ <del>Potluek Pick up</del>	DeVerney, Cargo
Appointments to Committee/Board vacancies ( <i>2 thus far in 2017</i> )	Reenders, Cargo, DeVerney
Selection of 2017 Chamber Business Recognition Recipient (June)	Reenders, DeVerney
Funding – July 4 <sup>th</sup> Fireworks (\$7,500)	Cargo
<del>Funding – City of Grand Haven Imagination Station contribution (\$15,000)</del>	<del>Cargo</del>
December Appreciation Dinner ( <i>Scheduled for December 6<sup>th</sup> at Grand Hall – Porto Bello</i> )	Reenders, Dumbrell, Walsh
Noise Ordinance – Review for Constitutionality ( <i>low priority</i> )	Cargo, Fedewa, Bultje
Complete survey of 168 <sup>th</sup> Avenue property owners regarding expansion of industrial land ( <i>working with Chamber on a separate parcel at 45 &amp; 31</i> )	Cargo, Fedewa, Chamber of Commerce

Establish E-Commerce Exchange Zone	Cargo, VerBerkmoes
<b>ASSESSING (257)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Annual mailing of Change of Assessment notices in February	Schmidt, Larrison
Board of Review – March, challenges to assessment roll	BOR, Schmidt, Larrison
Board of Review – July, technical and clerical adjustments to assessment roll	BOR, Schmidt, Larrison
EMPP Export to State of Michigan –April 1, 2018 State audit of all personal property data on assessment roll	Schmidt
Board of Review – December, technical and clerical adjustments to assessment roll	BOR, Schmidt, Larrison
Board of Review – Annual, February BOR, appearances and written <ul style="list-style-type: none"> <li>➤ L-4022 Report</li> <li>➤ Board of Review Change Log</li> <li>➤ 2017 Classification Change</li> <li>➤ 2017 Equivalent SEV Roll</li> <li>➤ Industrial real and personal report to State</li> <li>➤ L-4626 Assessing Officer’s Report of Taxable Values</li> </ul>	BOR, Schmidt, Larrison
Land Divisions; 0 approved and 0 denied	Schmidt
Prepare Summer warrant for Tax Collection	Chalifoux
Prepare Winter warrant for Tax Collection	Chalifoux
Send out IFT surveys (December)	Schmidt
Prepare the IFT report for State (October)	Schmidt
Prepare the L-4626 for State filing (April)	Schmidt
Prepare form 5429 – Personal Property Taxable Value for Expired/ Expiring Renaissance Zones (June)	Schmidt
Prepare form 5403 – Personal Property Taxable Value for Expired Tax Exemptions (June)	Schmidt
Prepare form 3369 Renaissance Zone Tax Reimbursement Data for State filing (June)	Chalifoux
Form 5176-Request for State Reimbursement of TIF	Chalifoux
Form 4564 – IFT Exemption certificates (September)	Schmidt
Prepare L-4016 Special Assessment report (December)	Schmidt
Annual re-audit of residential neighborhoods (**% complete or ***) + sales and new construction. (i.e., about ***) + 100 partial constructions	Larrison, Hoisington, Schmidt
Major MTT Actions <ul style="list-style-type: none"> <li>a. Flagstar Bank</li> <li>b. *****</li> </ul>	Schmidt, Fischer, Ottawa County
Purchase scanner	Schmidt
Purchase new camera	Schmidt
<b>BIKE PATH (408)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Bike Path construction for 2018 (Lincoln, Groesbeck & 168 <sup>th</sup> ) <ul style="list-style-type: none"> <li>➤ Informal/optional open house to view plans and discuss project schedule</li> <li>➤ Easements (<i>meeting with owners</i>)</li> <li>➤ Survey, Design, Bid</li> <li>➤ Construction (\$1.80 million)</li> </ul>	Cargo Fedewa, VerBerkmoes, Bultje  Fedewa, P & N, Bultje K Kieft, VerBerkmoes VerBerkmoes, K Kieft, Cargo
2018 Pathway maintenance	Tlachac, VerBerkmoes

<ul style="list-style-type: none"> <li>➤ Paint crosswalks (\$7k)</li> <li>➤ Ongoing repairs to surface and appurtenances (\$10k)</li> <li>➤ Resurface portion of Robbins and Comstock pathway (\$219k)</li> </ul>	VerBerkmoes VerBerkmoes, Tlachac VerBerkmoes, K. Kieft
<b>BUILDING AND GROUNDS (265)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Generator Maintenance (November)	Tlachac, VerBerkmoes
Annual Fertilizer Quotes – (including cemeteries)	Tlachac, Walsh
Replacement of Board Room audio/visual equipment (\$75k)	VerBerkmoes, Cargo
Manual “J” HVAC study	VerBerkmoes
Re-paint Front Parking Lot (with arrows)	VerBerkmoes
DPW roof drain repairs/improvement (\$4k)	VerBerkmoes
Administrative Building – replace portion of roof (\$10k)	VerBerkmoes
Replace Server Room A/C (\$7k)	VerBerkmoes
Certify 3 Employees for commonly used chemical application per State requirements	Glueck, Johnson, McKay
<b>CEMETERY (276)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Purchase vaults, memorials and urns for contract holders	Walsh
Study regarding plat for additional lots within Historic Cemetery <ul style="list-style-type: none"> <li>➤ Cost estimate and plan for additional lots in Historic Cemetery (east of current section)</li> </ul>	Prein & Newhof
Add expansion tank for Lakeshore Cemetery irrigation system	Tlachac
<b>COMMUNITY DEVELOPMENT (371)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Landscape Compliance Inspections ( <i>Winter/Spring</i> ) <ul style="list-style-type: none"> <li>➤ Divided into 3-year cycles</li> </ul>	K. French, Fedewa
April 2018 Builders Forum	DeVerney, Corbat
November 2018 Builders Forum	DeVerney, Corbat
Rental Housing Inspections Ordinance – per state mandate – ( <i>continued lack of clarity or direction from state</i> )	Fedewa, Bultje
Board decision on – Short-term Rental Ordinance (if any)	Fedewa, Cargo, Board
<b>DOWNTOWN DEVELOPMENT AUTHORITY (248)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Select 2019 DDA Construction Project	DDA Board, Cargo, Prein & Newhof
Annual DDA Report ( <i>and publish in the Tribune</i> ) ( <i>Form 2604 because the GHT DDA does not collect the Education Tax, )</i> (July)	Chalifoux, Cargo
Annual Act 381 Report (Brownfield project) ( <i>August</i> )	Chalifoux
Act 381 DEQ Brownfield Reporting Verification Worksheet – ( <i>September</i> )	Chalifoux
GASB 77 Tax Abatement Disclosure Statements Ottawa Area ISD Grand Haven Public Schools Ottawa County Treasurer Loutit Library	Chalifoux
Fill vacancy on DDA Board	Reenders

<b>ELECTIONS (262)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
May School Election	Larsen, DeVerney
August Mid-Term Primary Election	Larsen, DeVerney
November Mid-Term General Election	Larsen, DeVerney
Inactive Voter File maintenance ( <i>ongoing &amp; up-to-date</i> )	DeVerney, Slater
<b>ENFORCEMENT/LLEGAL ACTIONS – DIFFICULT ISSUES</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Schultz Landscaping Expansion ( <i>waiting for status update from property owners' attorney, Township's enforcement is best addressed if both lots under common ownership.</i> )	Fedewa
<b>FINANCE/ACCOUNTING (191)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
2017 Financial Audit (Week of March 26, 2018)	Sandoval, Cargo
Audit Report submitted to the State of Michigan	Vredeveld
F-65 Report ( <i>prior to July</i> )	Sandoval
Quarterly – prepare and send 941's and UIA 1028 forms to State	Riggs, Sandoval
End of Year (2017) prepare W-2s, 1099s, and SUW-165	Riggs, Sandoval
Unclaimed Property Report to State ( <i>June</i> )	Sandoval
Update Township's Dashboard ( <i>June</i> )	Sandoval
Qualifying Statement to State ( <i>June</i> )	Sandoval
Continuing Disclosure to EMMA ( <i>June</i> )	Sandoval
MD&A Audit Letter	Sandoval, Cargo, Vredeveld
2018 Bond Payments ( <i>about \$1.24 million</i> ) <ul style="list-style-type: none"> <li>➤ 2019 Transmission Main Bond July &amp; December (299k)</li> <li>➤ 2021 Water Intake Expansion May &amp; November (117k)</li> <li>➤ 2021 Refunded Building Bond May &amp; October (218k)</li> <li>➤ 2028 Sewer Lift Station Bond July &amp; December (83k)</li> <li>➤ 2034 Nows Plant Expansion May &amp; November (245k)</li> <li>➤ 2036 Pathway Bond May &amp; November (279k)</li> </ul>	Sandoval
Metro Authority Report (April)	Chalifoux
Budget Amendments – 2 <sup>nd</sup> Quarter	Cargo, Sandoval
Budget Amendments – 3 <sup>rd</sup> Quarter	Cargo, Sandoval
Budget Amendments – Final in December	Cargo, Sandoval
2019 Budget <ul style="list-style-type: none"> <li>➤ 08-28 – Budget policies submitted to the Board</li> <li>➤ 08-31 – Initial department director meeting</li> <li>➤ 10-10 – Department directors submit initial figures</li> <li>➤ 10-24 – Department directors complete final draft</li> <li>➤ 10-30 – Board holds budget work session</li> <li>➤ 11-13 – SAD Hearing</li> <li>➤ 11-13 – Final Approval of 2018 Budget</li> </ul>	Cargo, Department Directors Cargo, Board Cargo, Department Directors Cargo, Department Directors Cargo, Department Directors Cargo, Chalifoux, Board Board, Cargo Board, Cargo
Centron Tax Mailing – Summer of 2018 ( <i>include newsletter insert</i> )	Chalifoux, B. Kieft, Cargo
Centron Tax Mailing – Winter of 2018 ( <i>include newsletter insert</i> )	Chalifoux, B. Kieft, Cargo
Complete 170-B Industrial Facilities Report to State (July 31 <sup>st</sup> )	Chalifoux
Complete CVTRS Annual Report to the State (December)	Sandoval
Complete SET Tax Report (December)	Chalifoux
Truth-in-Taxation Hearing	Chalifoux
Update – Ten-Year Building Department Revenue/Expenditure Report	Sandoval, Cargo

Annual Asset Forfeiture Report (February 1 <sup>st</sup> )	Sandoval
Census wage survey (preparation for upcoming 2020 Census)	Sandoval
Purchase chip credit card readers (2)	Sandoval
Other Post-Employment Benefits (OPEB) Valuation	Sandoval, Cargo, Watkins Ross
<b>FIRE\RESCUE (206)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Fire Prevention Open House – October 9 <sup>th</sup>	Gerencer, Peterson
2018 commercial inspection program (0 completed of 180)	Marshall, Kriger, DeDoes
2018 Private road inspections (0 inspected of 126)	Peterson
Team 911 Academy June 18 <sup>th</sup> – 22 <sup>nd</sup>	Peterson, Gerencer
Equipment Purchases: ➤ Four sets of turn-out gear (\$9,600) ➤ Tablets and phones (\$5k)	Gerencer, Schrader, Schweitzer
Replace 2012 Suburban (used for ALS calls) (\$53k)	Schrader, DeDoes, Gerencer
800mhz Radios implementation August	Schweitzer, Peterson, Gerencer
Fire Records management system upgrade October	Schweitzer
<b>INFORMATION SYSTEMS (645)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Install 2 <sup>nd</sup> server configuration for DR at GHAPS IT site	VerBerkmoes
Implement Mobile Device Management for tablets/phones/mobile PC's (Will require policy to manage both Township and non-Township owned devices) ( <i>testing software</i> )	VerBerkmoes, EGL
Replace Cisco switches/hubs (\$38k)	
Wireless upgrade (\$4k)	
<b>LAW ENFORCEMENT (207)</b>	
Purchase miscellaneous equipment: ➤ Replace Taser (\$1,000) ➤ Promotional Materials (\$1,800) ➤ Drug Test Kits (\$500)	Cargo, Christiansen
<b>PARKS AND RECREATION (751)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
MNRTF Grant Application ( <i>postponed to 2019</i> )	Fedewa, Cargo
Update Recreation Plan – include Hofma Vision ( <i>contacted DNR to learn process of updating active community-wide plan</i> )	Fedewa
Maintenance Projects, including: ➤ Replace plaque base for Hofma Park bronze sign (\$3k) ➤ Pottawattomie Deck Erosion – resolve (\$32k) ➤ Replace certain landscaping at Boat Launch (\$5k) ➤ Hofma Park road repairs (\$15k) ➤ Replace Pottawattomie Sign (\$20k) ➤ Add sprinkling Pottawattomie (\$6k) ➤ Barrier free access Pottawattomie (\$10k) ➤ Reroof storage building Pottawattomie (\$4k) ➤ Redeck equipment trailers (\$2k)	Tlachac & VerBerkmoes
MDNR – Monitor and Testing of 9 wells	Tlachac
Witteveen Farm Property – Forest Management Plan	Cargo, Fedewa
Equipment purchases (\$10k) ( <i>e.g., grapppler for Tool Cat, cement mixer, high pressure cleaner, backpack blowers, etc.</i> )	Tlachac

Repair drive on exit to Hofma Park	VerBerkmoes, Tlachac
<b>PERSONNEL / HUMAN RESOURCES</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Board Performance Evaluation of Superintendent	Board
Hire Finance Clerk ( <i>Riggs retirement</i> )	Dumbrell, Sandoval
Hire PT Fire/Rescue staff (3)	Gerencer, Dumbrell
Grand Way program (teaching, story boarding, etc.)	Dumbrell, Walsh, Peterson
Fill Captain vacancy	Dumbrell, Gerencer
Employee recognition luncheon (January) <ul style="list-style-type: none"> <li>➤ Select caterer</li> <li>➤ Anniversary gifts and certificates</li> <li>➤ Program development</li> <li>➤ Policy change</li> </ul>	Dumbrell, Larsen, Walsh
Annual Job Descriptions – review and amend <ul style="list-style-type: none"> <li>➤ Fire/Rescue</li> <li>➤ Public Works</li> <li>➤ Administration</li> <li>➤ Assessing/Accounting</li> <li>➤ Community Development</li> </ul>	Cargo, Department Directors
Annual Compensation Summaries (December)	Dumbrell
Annual Driver’s License Record Program Review	Dumbrell
Review Retiree Medicare Options (July)	Cargo, Dumbrell
Annual Pension Reconciliation – MERS	Sandoval
Annual Benefits Renewal Negotiations (September)	Cargo, Dumbrell
Annual Workers Compensation Review and Renewal (June)	Cargo, Dumbrell
Annual Property & Liability Renewal (October)	Cargo, Dumbrell
Hire Summer Help – Beach Attendant; 4 Parks Staff	Cargo, Walsh
Annual Background Checks (4th Quarter)	Dumbrell
Complete I-9 testing and certification	Dumbrell
Complete a review of employee health insurance options ( <i>prior to any change to current coverage required by Obama Care</i> )	Cargo, Dumbrell
Review and update required labor law postings (December)	Dumbrell
Goal setting with each department (ongoing)	Dumbrell, Department Heads
The Grand Way Codes of Conduct training for all staff (Jan. – Sept.)	Dumbrell, Peterson, Walsh
Safety trainings for DPW staff (January – March)	Dumbrell, VerBerkmoes
Modify performance evaluations (development plans)	Cargo, Dumbrell
<b>SANITARY SEWER (590)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Adopt sanitary sewer construction standards ( <i>drafted, pending review</i> )	VerBerkmoes, P&N
Wet Well Cleaning ( <i>October or November</i> )	Tlachac, Pollution Control Systems
Equipment purchases: <ul style="list-style-type: none"> <li>➤ Upgrade SCADA at three pump stations (\$45k)</li> <li>➤ Replace 2008 pickup (\$12k – 70% paid by Water Fund)</li> </ul>	Tlachac, VerBerkmoes
Brucker Beach Woods sewer special-assessment contract	Fedewa, Bultje
Complete Asset Management Plan	VerBerkmoes, K. Kieft
<b>STORM SEWER (445)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>

Funding of Township/Public and/or At-Large Portions of various Drain Work projects (\$20k±)	Drain Commissioner, Cargo
Hiawatha Drain (BOD approved; currently in construction phase)	Drain Commission, Cargo
Orphan Drain Identification and BOD process to bring into County system ( <i>five year project</i> ) (\$20k) ➤ <del>Complete Master Drain maps for GHT (August 2016)</del> ➤ Project ( <i>identify orphan drains, BOD hearings, etc.</i> )	Cargo, P & N, Water Resources Commissioner <del>Water Resources Commissioner</del> Consultant, Cargo
<b>STREETS AND ROADS / TRANSPORTATION (204)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Township Funded Road Maintenance - Resurfacing (\$230k from GF and \$251k from Municipal Street Fund) ✓ Dust Control Contract (\$33k) ✓ Street Maintenance OCRC Contract (\$342k) ✓ Crack Sealing (\$10k) ✓ Regraveling (\$100k)	Cargo
Harbor Transit – Transfer (\$396k)	Sandoval, Chalifoux
<b>VEHICLES</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Replace two pick-ups and one van (and one SUV totaled in an accident) through State Bid/Purchasing Program (\$120k)	VerBerkmoes
<b>WASTE MANAGEMENT</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Christmas tree collection program	Tlachac
Spring yard waste collection program	Tlachac
Fall yard waste collection program	Tlachac
<b>WATER (591)</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
2018 hydrant maintenance/painting/signs program (complete 300± of 1,080)	Tlachac
Draft and adopt policy regarding multiple uses on single service	VerBerkmoes, Bultje
Bi-annual quote/purchase of service line parts including brass, curb boxes, copper and meter setters (\$50k)	Walsh
Annual testing of large meters	Tlachac, Walsh
2018 testing for unregulated contaminants (EPA - UCMR3 ann 4 Rules)	VerBerkmoes, Tlachac
Annual hydrant purchases (\$11k±)	Walsh, VerBerkmoes
Draft and adopt policy regarding extensions of water lines and sewer lines	VerBerkmoes, Bultje
Annual calibration of cathodic protection for water and sewer equipment (includes replacement of harnesses for west tank)	VerBerkmoes, Tlachac
Annual calibration of telemetry equipment ( <i>master meters</i> )	VerBerkmoes, OCRC
Complete and post 2017 CCR ( <i>NOWS and GR</i> )	Cargo, Walsh
\$215K to replace one and review need for second altitude valve	VerBerkmoes, P & N
MXU Replacement Program (2 years) ( <i>completed about *,*** of the 1,100 goal</i> )	VerBerkmoes
Equipment Purchases: ➤ Replace 2008 Pickup (\$26k, 70% from Water Fund) ➤ Pipe locator (\$5k)	
Brucker Street water main replacement project (\$180k)	VerBerkmoes, Tlachac, Kieft

Replace drives at west meter station and west water tank	VerBerkmoes
<b>ZONING / DEVELOPMENT PROJECTS</b>	
<b>PROJECT OR TASK</b>	<b>RESPONSIBLE EMPLOYEE(S)</b>
Re-Draft of Zoning Ordinance with McKenna Associates (50% done with project)	Planning Commission, Fedewa, McKenna
ZBA Applications (2 for 2018, hearings scheduled Feb & March)	Fedewa
Rezoning (0 for 2018)	Fedewa
Stonewater - Phase 1 Subdivision Platting (at final preliminary plat phase; will start earth work next in spring 2018)	Fedewa
Schultz Landscaping – Site Plan Review for Expansion (waiting on update from property owners attorney regarding sale of land to defendant)	Fedewa
Dykstra Dental – Timberview Outlot (pre-app with staff)	Fedewa
SLU Indoor Exercise – Fit Body Bootcamp (applicant must supply traffic county justification to keep second entrance)	Fedewa
<del>Lincoln Pines – possible conversion to condos for phase 2 (PC recommends approval; hearing scheduled with Board for 1/8/18)</del>	Fedewa
Apartments at Robbins Rd + Self-Storage Mixed-Use PUD (revising plans based on major change in concept)	Fedewa
Robbins Centre Pointe (PC recommended approval, Board hearing scheduled)	Fedewa
GHAPS/Village at Rosy Mound PUD Amendment for access road (application submitted, waiting for revised plans from engineer)	Fedewa
Steve Davis residential development on Lincoln (details unknown, anticipate pre-application in April)	Fedewa
Lincoln Pines – Platting Phase 2 (due to a multitude of items, platting is delayed until later this year)	Fedewa
David Bos – reviving residential development on River near 160 <sup>th</sup> & Mercury	Fedewa



## Manager's Memo

DATE: February 20, 2018

TO: Township Board

FROM: Bill Cargo

RE: Increased Hours for Human Resources Director

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As discussed during the February 7<sup>th</sup> Personnel Committee meeting, I intend to increase the hours of the Human Resources Director (*i.e.*, *Andrea Dumbrell*) from the current 24-hours per week to **32-hours per week** – Monday through Thursday.

Although I received support from the Personnel Committee, because there is not a formal procedure for increasing the work hours for a part-time, exempt employee, I am seeking authorization from the Board in the form of a budget amendment.

First, I would note that both staff and I are extremely pleased with the performance of Dumbrell and she was provided an exceptional rating during her six-month evaluation period. I have stated, “*I did not fully understand the importance of the Human Resources Director until I saw the job done well.*”

Second, I originally estimated that the Human Resources Director position would be able to complete the necessary duties and tasks within a 24-hour work week. I was wrong and underestimated↓ the workload for the Township. Almost every week has found Dumbrell working additional hours – exceeding a total of over 90 additional hours over the past few months.

Third, one of the reasons for my original estimation of hours was to only require the minimum amount of Human Resources work necessary and avoid the benefit costs associated with working 30+ hours per week on a regular basis. However, trying to emphasize labor cost savings in this instance is counter-productive and reduces↓ the benefit of her expertise and positive impact on the Township’s staff and operations. (*An updated Job Description is attached to this memorandum.*)

And finally, the actual budget amendment will range between \$19,728 and \$31,740, depending upon whether Dumbrell decides to accept health and dental insurance or the “health care waiver” payment.

To approve my recommendation to increase the hours for the Human Resources Director, the following motion can be offered:

**Move to increase the work hours for the Human Resources Director from 24-hours per week to 32-hours per week and to instruct staff to complete the necessary budget amendments for the first set of FY 2018 Budget Amendments.**

Please contact me at your convenience if you have any questions or concerns.





**GRAND HAVEN CHARTER TOWNSHIP**  
**Job Description**

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Position: **HUMAN RESOURCES DIRECTOR**  
Department: Administration  
Reports To: Township Superintendent/Manager  
Status: Full-time (*32 hours per week*), Exempt  
Pay Grade: 6  
Revision: 2/2018  
Reviewed: N/A

**SUMMARY:**

Under the supervision of the Township Superintendent/Manager, the Human Resource Director is directly responsible for the overall administration, coordination and evaluation of all human resource functions by performing a variety of highly responsible, sensitive and professional work for human resources, labor relations, and general administrative service programs.

The position holder is responsible for varied assistance and advice in Township human resource functions, as delegated by the Township Superintendent/Manager. This includes, but not limited to, administering salary and classification plans and labor contracts, maintaining personnel and employment records of Township employees, supervising the screening and interviewing of prospective employees, monitoring all insurance programs, and providing analyses, studies and investigations which contribute to the resolution of human resource needs.

Assignments are received, in general terms, from the Township Superintendent/Manager. Exercises considerable initiative, judgment and technical skill in performing the assignments. Assignments shall be reviewed through results obtained and conferences.

**ESSENTIAL FUNCTIONS:**

1. Annually reviews and makes recommendations to the Township Superintendent/Manager for improvement of the Township's policies, procedures and practices on personnel matters. Communicates changes in the Township's personnel policies and procedures and ensures that proper compliance is followed.
2. Maintains knowledge of human resources trends and employment legislation and ensures Township's compliance with federal, state and local legislation pertaining to all personnel matters.
3. Consults with legal counsel as appropriate, or as directed by the Township Superintendent/Manager on personnel matters.

4. Works directly with department directors to assist them in carrying out their responsibilities on personnel matters.
5. Recommends, evaluates and leads staff development for the Township.
6. Assists the Township Superintendent/Manager and Township Attorney on the Collective Bargaining Team.
7. Administers employee benefits' programs including, but not limited to: development of benefit plan designs, conducting utilization reviews, and analyzing costs and benefits of alternate insurance plans.
8. Completes the annual review, preparation and administration of the Township's wage and salary program.
9. Performs recruitment and hiring functions; conducts exit interviews to determine reasons behind separations.
10. Develops and maintains a human resource information system that meets the Township's personnel information needs.
11. Participates on committees and with special projects; seeks additional responsibilities.
12. Other duties as assigned.

#### **EDUCATION, EXPERIENCE AND TRAINING:**

A Bachelor's or Master's degree with an emphasis on Human Resource Management, Public Administration, or equivalent with a minimum of five (5) years Administrative and Human Resources experience involving a variety of management activities.

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

1. Extensive knowledge of the practices and principles of local government human resource administration; management/supervisory techniques; laws affecting personnel administration; Township's organization and functions; wage and salary administration; public relations; current ADA, EEO, FMLA, FLSA, and ACA rules and regulations; position classification; job analysis; and merit systems.
2. Knowledge of research methods and policy formulation; knowledge of insurance benefits, public pay administration, position classification, and salary surveying; knowledge of personnel selection, validation, and performance appraisal; knowledge of merit principles and systems.
3. Ability to appropriately plan and organize; administer and prioritize; monitor and evaluate the work flow of projects and activities; work with minimal supervision and take initiative in pursuing departmental responsibilities.
4. Ability to communicate effectively verbally and in writing and establish and maintain effective working relationships with employees and the public.
5. Ability to maintain composure and communicate effectively under stress; ability to perform effectively under competing and/or conflicting demands on time and self; skill and tact in dealing with others.

**PHYSICAL AND MENTAL DEMANDS:**

While performing the duties of this job, the employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; balance; stoop, kneel, crouch or crawl; talk or hear; and taste or smell. The employee must occasionally lift or move up to 20 pounds. Specific vision abilities required by the job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Acknowledgement:

The primary purpose of this job description is to aid in establishing this specific job classification. The list is not all inclusive of the total scope of duties that may be necessary to be performed in relation to this position. The qualifications listed are guidelines. Alternative qualifications may be substituted if sufficient to perform the duties.

I acknowledge that I have received a copy of this job description and have read and understand the contents.

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature



## Administrative Memo

TO: Township Board

FROM: Chief Gerencer and Andrea Dumbrell 

DATE: February 22, 2018

RE: Part-Time Firefighter Hire

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In December 2017, the Township received approximately 40 resumes, all from external applicants, for the open Part-Time Firefighter positions. Six applicants were selected for the physical agility test, of which four applicants passed and moved on to the interview phase.

During January 2018, the selection committee consisting of Tom Gerencer, Fire Chief; Shawn Schrader, Fire Lieutenant; Matt Schweitzer, Fire Lieutenant; Matt Wood, Public Services Worker and Part-Time Firefighter; Stacey Fedewa, Community Development Director; and Andrea Dumbrell, Human Resources Director, interviewed four candidates for the Part-Time Firefighter positions.

Specific knowledge, skills, experience and residency the selection committee looked for, when evaluating applicants, were:

- High School Diploma; CPR certification, firefighting training & paramedic license
- Live south of Grand Haven's drawbridge and within 7 miles of the Grand Haven Charter Township's Fire Station
- Ability to work under pressure situations and make decisions in emergency situations, while being exposed to extreme temperatures; heavy smoke conditions; chemical, physical, and mechanical hazards; heights and confined spaces
- Flexibility to fill 12 and 24-hour shifts, at the Township's Fire Station, when needed

After the interviews were completed, there was consensus to offer one of the Part-Time Firefighter positions to **Gregory Diehl**. Mr. Diehl lives in the City of Grand Haven and has two plus years of experience with the City of Ferrysburg's Fire Department. Additionally, Mr. Diehl has been employed as a Lead Paramedic, with Professional Med Team, Inc., for six years; and he has completed the following licenses or certifications: Firefighter I and II, Paramedic, ACLS, ITLS,

PALS, CPR, NIMS, ICS and Hazmat Ops. References spoke highly of Gregory's paramedic skills, described him as someone who is always investigating the latest trends in their industry, and handles stress well. The Administration and Fire/Rescue staff, at Grand Haven Charter Township, look forward to working with Greg and believes his knowledge, skills, and experience will be valuable assets to our Township.

Under State law, all Fire/Rescue positions, full-time and part-time, must be approved by the Board. If the Board concurs with the Personnel Committee's recommendation to hire Gregory Diehl, the following motion could be offered for consideration:

**Move to approve the hire of Gregory Diehl, as a Part-Time Firefighter, effective immediately.**

Enclosed are Gregory Diehl's application and contingent offer letter. If you have any questions, please do not hesitate to contact Chief Gerencer or Andrea Dumbrell.

# SUPERINTENDENT'S MEMO

DATE: February 22, 2018  
TO: Township Board  
FROM: Cargo  
SUBJECT: Supervisor Reenders' Appointment - 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 \$580k annually and will have cash reserves of over \$1.3 million at the end of 2018. It is expected that the next DDA Tax Increment Finance (TIF) construction project will commence in 2018.

The individual being appointed is Mark Bekins – President of Bekins Auto Service located on 168<sup>th</sup> Avenue, south of Robbins Road. (*See attached letter and resume.*)

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

**Move to appoint Mark Bekins to the DDA/BRA Board for a term ending August 31, 2020.**

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



## Administrative Memo

TO: Township Board

FROM: Roger Schmidt and Andrea Dumbrell

DATE: February 22, 2018

RE: Appointment of Alternate to Board of Review

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Grand Haven Charter Township has a statutory responsibility to uniformly assess all property within the Township at 50% of true cash value. The purpose of the Board of Review is to ensure that this is accomplished and to hear any appeal of a taxpayer's assessed or taxable value. There are three members and one alternate on the Grand Haven Charter Township Board of Review.

On January 16, 2018, Robert Robbins resigned his position from the Board of Review to spend more time in his law practice. Since his resignation, Roger Schmidt, Director of Assessing, has asked alternate Board of Review member, Debra Yonker-Hect if she would step into a permanent Board of Review position to fulfill Robert Robbins' term. Ms. Yonker-Hect indicated she could fulfill the responsibilities of the position.

If the Board concurs with Mr. Schmidt's recommendation, the follow motion could be offered:

**Move to approve the appointment of Debra Yonker-Hect, to the Board of Review, as a regular member, effective immediately, with a term ending December 31, 2018.**

If you have any questions, please do not hesitate to contact Roger Schmidt or Andrea Dumbrell.

# SUPERINTENDENT'S MEMO

DATE: February 20, 2018

TO: Township Board

FROM: Cargo

SUBJECT: 2018 Gravel Program – Staff Recommendation

As you are aware, just as bituminous asphalt roads need to be re-surfaced on a regular basis, the Township's 19.2 miles of gravel roads need to be occasionally re-graveled.

After discussion with the Ottawa County Road Commission, I am proposing that the following roads be re-graveled during 2018:

1. Buchanan Street:	160 <sup>th</sup> Avenue to 144 <sup>th</sup> Avenue	2.0 miles
2. 156 <sup>th</sup> Avenue:	Buchanan Street to M-45	1.0 mile
3. Winans Street:	152 <sup>nd</sup> Avenue to 144 <sup>th</sup> Avenue	1.0 mile
4. 158 <sup>th</sup> Avenue:	M-45 to US-31	0.3 miles
5. 168 <sup>th</sup> Avenue:	Pierce Street to Fillmore Street	1.0 mile
6. 168 <sup>th</sup> Avenue:	M-45 to Rich Street	0.5 miles
		-----
<b>Total</b>		<b>5.8 miles</b>

The total length of the proposed re-graveling road program is approximately 5.8 miles at a total estimated cost **\$232,000** with GHT contributing **\$116,000** (*or 50%*) and the OCRC contributing the remaining fifty percent. (*Recall that the FY 2018 budget appropriated \$100k for this purpose.*)

If the Board agrees with the recommendation, the following motion can be offered:

**Move to authorize the Township Manager to enter into an agreement with the Ottawa County Road Commission for the re-graveling of approximately 5.8 miles of roadways with Grand Haven Charter Township paying 50% of the total – estimated at \$116,000.**

If there are any questions or comments, please contact me at your convenience.



# SUPERINTENDENT'S MEMO

DATE: February 21, 2018

TO: Township Board

FROM: Bill Cargo

SUBJECT: FY 2018 Street Resurfacing

As you may recall, the FY 2018 Budget contained a total of **\$342,750** for street resurfacing to supplement the work of the OCRC.

Attached, please find a cost estimate for about **1.65 miles** of resurfacing projects. All of the proposed resurfacing is for streets with a Pavement Surface Evaluation and Rating (PASER) rating of 4 or less on the PASER 10-point scale.

1. Birdsong Lane - River Trail to 148 <sup>th</sup> Avenue	748'	\$31,850
2. Riverside Trail - Waterview Trail east to cul-de-sac	1,069'	\$45,000
3. Waterview Trail - Riverside Trail to Woodside Trail	568'	\$25,580
4. Woodside Trail - Waterview Trail to 148 <sup>th</sup> Avenue	840'	\$35,220
5. Hidden Creek Drive – Ferris Street to Hidden Creek Court	2,156'	\$86,300
6. Sandy Woods Drive – Buchanan Street to cul-de-sac	1,281'	\$53,830
7. Chickory Drive – Buchanan Street south to cul-de-sac	1,262'	\$52,350
8. Juniper Hills Court – Garnsey Drive south to Cul-de-sac	767'	\$38,120

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**TOTAL            \$368,250**

Recall that the Township has about **40 miles of subdivision streets**. Further, since 1987 the Road Commission delegated 100% of the costs associated with subdivision resurfacing to the Townships. For 2018, Grand Haven Township will resurface about **4.1%** of all subdivision streets.

Because the project estimate is about \$368,250 (*i.e., about \$25,500 above the budget projection*), this agreement may require a budget amendment. However, this is a pre-bid estimate and the actual paving cost is typically less than the estimate.

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

**Move to approve the Township to fund the re-surfacing of approximately 1.65**

**miles of subdivision and for the Township Superintendent to execute the a Project Estimate agreement with the Ottawa County Road Commission at an estimated cost of \$368,250. It is noted that this is a pre-bid estimate and that a budget amendment may be needed to complete the proposed resurfacing.**

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

# SUPERINTENDENT'S MEMO

DATE: February 21, 2018

TO: Township Board

FROM: Cargo

SUBJECT: 158<sup>th</sup> Avenue Special Assessment Paving District

Attached, please find a petition from to establish a Special Assessment District (SAD) for the paving of 158<sup>th</sup> Avenue from Winans Street to Pierce Street, which is about 0.53 miles in length. About 65% of the property owners – with regard to street frontage – have signed the petition.

The Ottawa County Road Commission has provided a preliminary construction cost estimate for the project of **\$385,000**.

If approved by the Township Board, the Township would fund 100% of the project “up-front” and assess 50% of the project to the property owners. (*See Section 15.2.3 of the Administrative Policies and Procedures Manual.*) However, this would be a FY2019 paving project.

In order to establish an SAD, GHT is required to hold two public hearing prior to beginning the road maintenance project. A notice of each public hearing must be published twice before each meeting and a notice must also be mailed to each property owner.

The attached resolution schedules the public hearing (*i.e., the Hearing of Necessity*) that establishes the proposed district and can also provide a tentative estimate of cost to provide the road maintenance services. The second hearing (*i.e., the Hearing of Assessment*) is held to establish the actual assessment roll and the payback period.

If the Board agrees that the improvement of 158<sup>th</sup> Avenue provides a public service and is appropriate pursuant to P.A. 188, the following motion can be offered:

**Move to approve and adopt Resolution 09-08-02 that accepts the petition, declares the Township Board’s intention to create a Special Assessment District, and schedules the first public hearing for the proposed Rich Street Special**

**Assessment District for April 9<sup>th</sup> at 7:00 p.m. and instructs staff to publish the notice of the meeting pursuant to the requirements of Public Act 188.**

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

## **EXCERPTS OF MINUTES**

At a regular meeting of the Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at the Township Hall at 13300 168<sup>th</sup> Avenue, Grand Haven Township, Ottawa County, Michigan, on the 26<sup>th</sup> day of February 2018, at 7:00 p.m., local time.

PRESENT:

ABSENT:

After certain other matters of business were concluded, the Township Supervisor advised the Township Board that the next order of business was the consideration of the commencement of special assessment district proceedings pursuant to Michigan Act 188 of 1954, as amended, for the acquisition and construction of certain street improvements as set forth in the following resolution.

After discussion, the following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

### **RESOLUTION NO 18-02-03 (SAD Resolutions 1 & 2)**

WHEREAS, the Township Board requires the filing of a petition meeting the requirements of Section 3, subsection (3) of Michigan Act 188 of 1954, as amended ("Act 188"), before commencing special assessment proceedings pursuant to Act 188 for street improvements; and

WHEREAS, the Township Board has received a petition(s) requesting that the Township acquire and construct certain street improvements in the Township to be located as hereinafter set forth; and

WHEREAS, the proposed special assessment district described in paragraph 2 below contains a total of approximately 5,618 feet of frontage, excluding land not subject to special assessment and land within public highways and alleys; and

WHEREAS, from a review of said petition(s) and the appropriate records of the Ottawa County Register of Deeds Office as of the day of the filing of the petition(s), it has been established that said petition has been signed by the record owners of lands constituting approximately 2,809 front feet, or 64.7% of the frontage included in the proposed special assessment district described in paragraph 2 below, excluding lands not subject to special assessment and lands within public highways and alleys; and

WHEREAS, an estimate of \$385,000 as the total construction cost thereof has been provided by the Ottawa County Road Commission; and

WHEREAS, it is estimated that legal fees, publication costs, postage and miscellaneous expenses for the proposed special assessment district are estimated to be approximately \$1,000.00, bringing the total cost estimate to \$386,000; and

WHEREAS, the Township Board has the power and authority pursuant to the provisions of Michigan Act 188 of 1954, as amended ("Act 188"), to proceed to make this improvement and to assess all of the cost thereof to the properties to be benefited;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF GRAND HAVEN CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AS FOLLOWS:

1. That the Township Board, acting on the basis of a petition(s) received in accordance with Act 188, hereby tentatively declares its intention to make the following street improvements consisting improvements of that portion of 158<sup>th</sup> Avenue, between Winans Street and Pierce Street for a distance of approximately 5,618 linear feet, improvements consisting of paving the roadway and any necessary and related appurtenances – such as storm drains. The Township Board tentatively declares its intention to assess fifty percent (50%) of the cost thereof to a special assessment district consisting of the lands to be benefited by this improvement as determined hereafter.

2. That this Board does hereby tentatively designate the lands located in Grand Haven Charter Township, Ottawa County, Michigan, described specifically as follows as the special assessment district against which the cost of said improvement is to be assessed:

That portion of 158<sup>th</sup> Avenue between Winans Street and Pierce Street,  
with an approximately length of 5,618 feet.

3. That the estimate of cost for said improvements be filed with the Township Clerk.

4. That the Township Board shall meet in the Township Hall, 13300 168<sup>th</sup> Ave., Grand Haven Charter Township, Ottawa County, Michigan, on the 9<sup>th</sup> day of April, 2018 at 7:00 p.m., local time, to meet, hear and consider any objections to the above-referenced petition(s), to the proposed street improvements, and to the proposed special assessment district, and that notice of said hearing shall be given by publishing the same twice prior to said hearing in *The Grand Haven Tribune*, a newspaper circulating in said Township, and also by mailing such notices, as required by Michigan Act 162 of 1962, as amended, Act 188, and Michigan Act 64 of 1989, as amended, by first-class mail, postage fully prepaid, to each owner of, or party in interest in, any and all property to be assessed for this improvement in the special assessment district tentatively established therefore, whose name appears upon the last Township tax assessment records, addressed to each such owner or party at his address as shown on said tax records, such mailing and the first such publication to be at least ten (10) days before the date of said hearing. The last Township tax assessment records from which said names and addresses are taken shall consist of the last Township assessment roll for ad valorem tax purposes that has been reviewed by the Township Board of Review, as supplemented by any subsequent changes in the names or addresses of such owners or parties listed on that roll. If an owner's name does not appear on the Township tax assessment records, then notice shall be given to the owner at the address shown on the records of the Ottawa County Register of Deeds.

5. That all resolutions in conflict herewith in whole or in part are hereby revoked to the extent of such conflict.

AYES:

NAYS:

ABSENT:

Dated: April 9, 2018

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Laurie Larsen, Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of Grand Haven Charter Township, Ottawa County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting of the Township Board held on the 9<sup>th</sup> day of April 2018. I do further hereby certify that public notice of said meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Laurie Larsen, Township Clerk

# PETITION

## TO GRAND HAVEN CHARTER TOWNSHIP FOR STREET IMPROVEMENT

We the undersigned property owners, do hereby petition Grand Haven Charter Township to establish a special assessment district for the purpose of paying for paving of 158<sup>th</sup> Avenue from Winans Street to Pierce Street which lies in said Charter Township of Grand Haven, Ottawa County, Michigan.

### WARNING

A person who knowingly signs this petition more than once, signs a name other than his or her signature on a petition, date other than the actual date the signature was affixed, is violating the provisions of the Michigan election law.

Parcel Number Name Address	Signature of Property Owner	Date Signed
70-07-26-300-032 Vanlente Family Trust 10575 158 <sup>th</sup> Ave West Olive, MI 49460	<i>Mayorie A. Vanlente</i> <i>Gregg Vanlente</i>	1-31-2018 1-31-2018
70-07-26-300-050 Karl R. Chapel 16159 Ferris St. Grand Haven, MI 49417	<i>Karl R Chapel</i>	1-30-2018
70-07-26-300-051 158 <sup>th</sup> Ave LLC 10415 158 <sup>th</sup> Ave. West Olive, MI 49460	<i>Karl R Chapel</i> <i>Laura Chapel</i>	1-30-2018
70-07-26-300-029 Douglas & Lori Cowman 10420 158 <sup>th</sup> Ave. West Olive, MI 49460	<i>Doug Cowman</i> <i>Lori C</i>	1/31/2018 1/31/2018
70-07-26-300-038 Steven & Lorie Kiebach 10500 158 <sup>th</sup> Ave West Olive, MI 49460	<i>Steven Kiebach</i> <i>Lorie Kiebach</i>	1-31-2018 1-31-2018
70-07-26-300-037 and 300-019 James & Rhonda Mancilla 10530 158 <sup>th</sup> Ave. West Olive, MI 49460		

### CERTIFICATE OF CIRCULATOR

The undersigned circulator of the above petition asserts that he or she is qualified to circulate this petition, that each signature on the petition was signed in his or her presence, that to his or her best knowledge and belief each signature is the genuine signature of the person purporting to sign the same and that the person was, at the time of signing, a qualified property owner of Grand Haven Township and was qualified to sign the petition.

*Circulator - Do not sign or date certificate until after circulating petition.*

<i>Gregg Vanlente</i> Signature of Circulator	10575 158 <sup>th</sup> Ave, W. Olive 49460 Complete Address	2-13-18 Date Signed
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### WARNING

- (1) A circulator knowingly making a false statement in the above certificate, a person not a circulator who signs as a circulator, or a person who signs a name other than his or her own as circulator is guilty of a misdemeanor.
- (2) The circulator of a petition shall be a qualified property owner.
- (3) The circulator of a petition shall sign and date the certificate of circulator only after all property owners' signatures appearing on the petition on the date of filing have been obtained. A filing official shall not count property owners' signatures which were obtained after the date the circulator signs the certificate.

# PETITION

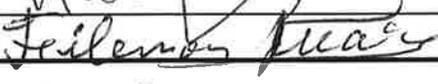
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18765 16304

### WARNING

A person who knowingly signs this petition more than once, signs a name other than his or her signature on a petition, date other than the actual date the signature was affixed, is violating the provisions of the Michigan election law.

Parcel Number Name Address	Signature of Property Owner	Date Signed
70-07-26-300-062 Jean M. Tomasino 10789 158 <sup>th</sup> Ave West Olive, MI 49460		
70-07-26-300-064 Scott & Holly Spink 10747 158 <sup>th</sup> Ave West Olive, MI 49460		2-10-18
70-07-26-300-008 Filemon & Adela Juarez 10705 158 <sup>th</sup> Ave.. West Olive, MI 49460		
70-07-26-300-014 Carl & Lisa Austin 10687 158 <sup>th</sup> Ave. West Olive, MI 49460		
70-07-26-300-015 David & Rita McLary 10657 158 <sup>th</sup> Ave.. West Olive, MI 49460		
70-07-26-300-017 Samantha Good 10629 158 <sup>th</sup> Ave. West Olive, MI 49460		

### CERTIFICATE OF CIRCULATOR

The undersigned circulator of the above petition asserts that he or she is qualified to circulate this petition, that each signature on the petition was signed in his or her presence, that to his or her best knowledge and belief each signature is the genuine signature of the person purporting to sign the same and that the person was, at the time of signing, a qualified property owner of Grand Haven Township and was qualified to sign the petition.

*Circulator - Do not sign or date certificate until after circulating petition.*

Signature of Circulator	Complete Address	Date Signed
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### WARNING

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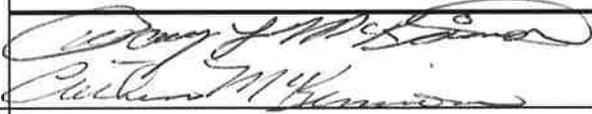
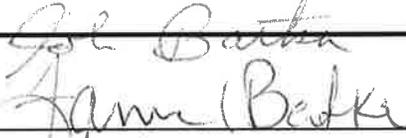
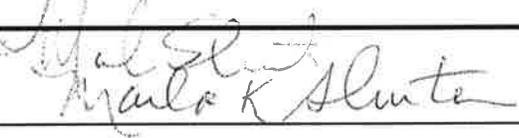
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We the undersigned property owners, do hereby petition Grand Haven Charter Township to establish a special assessment district for the purpose of paying for paving of 158<sup>th</sup> Avenue from Winans Street to Pierce Street which lies in said Charter Township of Grand Haven, Ottawa County, Michigan.

### WARNING

A person who knowingly signs this petition more than once, signs a name other than his or her signature on a petition, date other than the actual date the signature was affixed, is violating the provisions of the Michigan election law.

Parcel Number Name Address	Signature of Property Owner	Date Signed
70-07-26-300-016 Danny & Catherine McKinnon 10668 158 <sup>th</sup> Ave West Olive, MI 49460		1-31-18 1-31-18
70-07-26-300-066 Pine Ridge Nursery & Wreath LLC 10716 158 <sup>th</sup> Ave. West Olive, MI 49460		
70-07-26-300-033 John & Janice Batka 15774 Winans St. West Olive, MI 49460		2-4-18 2-4-18
70-07-26-326-002 Mark & Marla Sluiter 10748 158 <sup>th</sup> Ave West Olive, MI 49460		2-7-18 2/7/18
70-07-26-326-001 Virginia Raczok 15780 Winans St. West Olive, MI 49460		

### CERTIFICATE OF CIRCULATOR

The undersigned circulator of the above petition asserts that he or she is qualified to circulate this petition, that each signature on the petition was signed in his or her presence, that to his or her best knowledge and belief each signature is the genuine signature of the person purporting to sign the same and that the person was, at the time of signing, a qualified property owner of Grand Haven Township and was qualified to sign the petition.

*Circulator - Do not sign or date certificate until after circulating petition.*

Signature of Circulator	Complete Address	Date Signed
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### WARNING

- (1) A circulator knowingly making a false statement in the above certificate, a person not a circulator who signs as a circulator, or a person who signs a name other than his or her own as circulator is guilty of a misdemeanor.
- (2) The circulator of a petition shall be a qualified property owner.
- (3) The circulator of a petition shall sign and date the certificate of circulator only after all property owners' signatures appearing on the petition on the date of filing have been obtained. A filing official shall not count property owners' signatures which were obtained after the date the circulator signs the certificate.



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# SUPERINTENDENT'S MEMO

DATE: February 22, 2018

TO: Township Board

FROM: Bill

SUBJECT: Sewer Oversizing Agreement, Signature Land Development

As you may recall, Section 11.13 of the Township's Administrative Policies and Procedures Manual allows developers to apply for a reimbursement for additional sewer depth and/or diameter required by the Township, as reviewed and approved by the Township engineer.

In this instance, Signature Land Development (*i.e.*, *Lincoln Pines PUD*) paid an additional \$76,556.43 for constructing the sanitary sewer in a manner that will allow the infrastructure to be extended beyond their needs.

As sanitary sewer trunkage fees are collected from residential units which flow through this particular segment of sewer, fifty percent (50%) of the fees collected will be paid to the development company until this required oversizing cost is reimbursed. The current trunkage fee is **\$2,879** – which equates to about 53 connections.

To proceed with the approval of the attached contract, the following motion can be offered:

**Move to authorize the township Supervisor and Clerk to execute an oversizing contract with Signature Land Development in the amount of \$76,556.43.**

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

**SANITARY SEWER OVERSIZING CONTRACT**

THIS SANITARY SEWER OVERSIZING CONTRACT (the “Contract”), dated for reference purposes as of \_\_\_\_\_, 2018, is entered into by and between Signature Land Development Corporation, whose address is 1188 East Paris Avenue, SE, Grand Rapids, Michigan 49456 (the “Developer”), and Grand Haven Charter Township, a Michigan charter township, whose address is 13300 - 168<sup>th</sup> Avenue, Grand Haven, Michigan 49417 (the “Township”).

This Contract is made with reference to the following facts and circumstances:

- A. The Township owns and operates a public sanitary sewer system (the “Sewer System”).
- B. The Developer is in the process of developing certain property located in the Township as a Planned Unit Development known as Lincoln Pines Subdivision (the “Development”). Part of the Development includes the installation of a Sewer System extension (the “Extension”) to service dwelling sites and residential structures within the Development.
- C. The Extension became operational on December 22, 2016, and has been accepted by the Township.
- D. As part of the Township’s Master Sewer Plan, the Township required the Extension as installed to be “oversized,” to be deeper and larger than necessary in order to facilitate future extensions of the Sewer System so that other parcels of land not included within the Development can be served by the Sewer System.
- E. The maximum oversizing cost to the Developer for the Extension is \$76,556.43.
- F. The Developer is willing to pay and has paid the cost of installation of the Extension as oversized.
- G. The Township is willing to reimburse the Developer for the oversizing costs associated with the installation of the Extension to the extent the Township receives certain trunkage charges described below, and the Developer is willing to accept the reimbursement from the Township on an installment basis as described in this Contract.
- H. The parties desire to reduce their understanding and agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Contract, it is mutually agreed by the parties as follows:

Section 1. Installation. The Developer has acquired, constructed, and completed the Extension, from the East Ferris Pump Station through the Development to Lincoln Street, over a route described in Exhibit A to this Contract. The initial costs of acquiring, constructing, and

completing the Extension have been paid by the Developer. The Extension has been constructed and installed pursuant to Township and the Michigan Department of Environmental Quality (“MDEQ”) standards and requirements. Installation became complete upon acceptance by the Township, which acceptance is acknowledged by the Township.

Section 2. Easement. The Extension is located within the public right-of-way in Ferris Street, Wildview Drive, and Pine Glen Drive. To the extent that installation of or access to the Extension requires one or more easements for additional lands, if any, the Developer agrees, for itself, its successors and assigns, to grant to the Township, without cost, the necessary easements in form and content satisfactory to the Township for the installation of an access to the Extension within the Development, and to execute any additional documents or instruments which are deemed necessary to make the easements a public record. If one or more easements are required over lands either within the Development or outside the Development for installation access, the Developer shall obtain the necessary easements as in the preceding sentence and without cost to the Township.

Section 3. Installation Cost and Developer Reimbursement. Except as may be modified by this Contract, the cost of installing the Extension, and reimbursement therefore, is determined pursuant to Section 11.12 of the Administrative Policies and Procedures of the Township, a copy of which is attached to this Contract as Exhibit B. The maximum oversizing cost for the Extension is agreed to be \$76,556.43. The Developer has paid the entire cost of the installation of the Extension, which has been accepted by the Township and the Township’s Engineer. The Developer shall certify to the Township the final reimbursable construction costs of the Extension as installed.

- A. Non-Reimbursable Expenses. Engineering, legal, and easement costs are not reimbursable expenses. Only actual construction costs may be reimbursed to the Developer by the Township under this Contract.
- B. Reimbursement Application. Application for reimbursement must occur within 18 months after the Extension was accepted by the Township and placed in service.
- C. Reimbursement Formula. The formula to determine the reimbursable costs is as follows:

The construction costs of the extension, as required and approved by the Township engineer *minus* the estimated construction costs of installing minimum diameter sewer (i.e., 8”) at a minimum sewer depth (i.e., 10’), as determined by the Township engineer *equals* the Reimbursable Construction Cost. Notwithstanding the foregoing, the reimbursable construction cost for this Extension shall not exceed \$76,556.43.

- D. Reimbursable Construction Cost. The Reimbursable Construction Cost shall be paid to the Developer but only from certain trunkage fees collected by the

Township over a seven year period commencing 30 days after the Township's acceptance of the Extension. The Reimbursable Construction Cost will be paid by the Township through the payment of 50 percent of all trunkage fees received by the Township during the seven year period for residential equivalents that contribute waste water flow to the Extension, including trunkage fees paid by the owners of the property within the Development. No payments shall be made to the Developer after the expiration of the seven year period, except that the Developer will receive future installments of trunkage fees received beyond the seven year period where the trunkage connection occurred and the trunkage payments commenced within the seven year period; this extension of the original seven year period shall not extend beyond seven years after the first trunkage payment is made for the connection in question. [For example, where the homeowner connects in year five, elects to pay off the trunkage fees in installments, and promptly makes the first installment payment, the installments collected in years eight and beyond, to a limit of 12 years after the Township's acceptance of the Extension, shall be reimbursable.] In no event shall the payment of trunkage fees occur after the expiration of five years following the original seven year period (i.e., 12 years after the Township's acceptance of the Extension). The Developer acknowledges that it may not receive the total amount of its Reimbursable Construction Cost if trunkage fees are inadequate and do not cover the entire amount. Interest on any installment of trunkage fees shall belong to the Township.

The current trunkage fee being charged for one residential equivalent is \$2,879.00. The residential equivalent is defined as the number of units within the residential structure (i.e., a duplex having two residential units would equal two residential equivalents and currently require a trunkage fee of \$5,758.00). The trunkage fee is subject to change at the discretion of the Township.

Section 4. Rates. The Township shall be entitled to establish its water and sewer rates as the Township deems appropriate. The fact that the Developer has paid all the cost of installation of the Extension shall not excuse the Developer or any party owning or utilizing premises located within the Development, or any part thereof, from being obligated to pay water and sewer rates or any other charges levied by the Township generally against water customers and sanitary sewer customers for the privilege of receiving public water from the public water system or discharging water and solids to the Sewer System.

Section 5. Township Utilization of the Extension. The Extension shall become a part of the Sewer System and may be utilized by the Township in the same manner as the Township utilizes other portions of the Sewer System. Without limiting the generality of the preceding sentence, the Township may connect sewer customers to the Extension who are not connected to the Development, construct additional sewer line extensions to the Extension, and connect additional customers to those additional extensions, all without any obligation to make any payment or reimbursement to the Developer except as expressly provided in Section 3 above.

Section 6. Interruption of Service. The Township does not warrant against any interruption in water service or sanitary sewer service arising out of breakdown, emergency, catastrophe, or any other cause.

Section 7. Miscellaneous. Neither this Contract nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted according to this Contract shall be in writing and addressed to the respective parties at the addresses stated on page 1 of this Contract or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed and with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements, or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one Contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify its terms and provisions. This Contract shall be enforceable only by the parties and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract. No other person shall have the right to enforce any of the provisions contained in this Contract. All exhibits attached to this Contract are incorporated by reference as though fully stated in this Contract. No amendment, modification, or waiver shall be effective unless in writing and signed by both parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

IN WITNESS WHEREOF, the parties have executed this Contract on the date referenced above.

Witnessed by:

GRAND HAVEN CHARTER TOWNSHIP  
a Michigan Municipal Corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
William D. Cargo, Superintendent

SIGNATURE LAND DEVELOPMENT  
CORPORATION

\_\_\_\_\_  
\_\_\_\_\_

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



**EXHIBIT B**

**11.12 SEWER EXTENSIONS**

Extensions of the Township sanitary sewer system may be allowed if (1) the extension complies with the Township's Master Waste Water Plan; and, (2) is reviewed and approved by the Township Engineer.

An escrow of \$5,000.00 must be deposited with the Township prior to the required review by the Township Engineer. The escrow will be utilized to reimburse the Township Engineer for the actual cost of the review. (The escrow amount may be increased by the Director of Public Services if, under his sole discretion, the Director believes that additional funds will be required for the review.) Any excess escrow funds will be reimbursed within thirty (30) days after the extension is reviewed by the Township Engineer.

Any sewer extension must utilize a minimum of eight inch (8") main. Moreover, all sewer extensions must traverse the entire width or length of the proposed development in order to ensure that sewer connections will be available for additional developments further down the sewer main. (Exceptions to this requirement may be recommended by the Township Engineer if, under his sole discretion, it is determined that further extensions past the property would not be feasible or a significant public benefit would be realized. Any recommendation of exception to the requirement that a sewer extension must traverse the entire width or length of a proposed development by the Township Engineer must be authorized by both the Township Director of Public Services and Township Superintendent.)

Reimbursements for sanitary sewer main extensions made pursuant to this policy will be as follows:

1. Engineering, legal and easement costs are *not* reimbursable expenses. Only actual construction costs may be reimbursed. Application for reimbursement must occur within eighteen (18) months after the sewer main extension has been accepted by the Township and placed into service.
  
2. The formula to determine the reimbursable cost is as follows:

The Construction Cost of the Extension, as required and approved by the Township Engineer

*minus*

The Estimated Construction Cost of installing Minimum Diameter Sewer (i.e. 8") at a Minimum Sewer Depth (i.e. 10'), as determined by the Township Engineer

*equals*

The *Reimbursable Construction Cost*

3. The *Reimbursable Construction Cost* will be paid by the Township through the payment of fifty percent (50%) of all trunkage fees that are charged to developments that contribute wastewater flow to the extension. The fees will only be collected during a seven (7) year period, which is determined to begin from the date the sewer main is accepted by the Township. Moreover, the reimbursement will only be of actual trunkage fees assessed and collected (i.e. charges may be assessed during the first seven years, but may be collected for a period of up to fifteen years). The maximum amount of reimbursement will be the approved *Reimbursable Construction Cost*.
  
4. If an extension of an extension is created, the second extension will *not* receive any reimbursement until the first extension is fully reimbursed, or until the seven year time period during which the first extension can receive a portion of the trunkage fees charged is completed. In such an instance, the seven year period during which the second extension can receive reimbursement will not begin until either the first extension is fully reimbursed or the first extension's seven year reimbursement period is completed.



## Manager's Memo

DATE: February 15, 2018  
TO: Township Board  
FROM: Bill  
RE: Master Engineering Agreement

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As you may recall, the FY 2018 budget appropriates monies for engineering services related to thirteen (13) different projects.

Rather than having 13 separate engineering agreements, I requested that Prein & Newhof combine the projects under a single "Master Engineering Agreement". (*See attached.*)

If the Board agrees and continues to support the projects outlined in the attached agreement, the following motion can be offered:

**Move to authorize the Township Superintendent to execute a Master Engineering agreement with Prein & Newhof for the 13 projects proposed and contained within the 2018 Fiscal Year budget at a cost not-to-exceed \$167,000.**

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



February 6, 2018  
 2180247

Mr. William D, Cargo, Superintendent  
 Grand Haven Charter Township  
 13300 168<sup>th</sup> Ave  
 Grand Haven, MI 49417

RE: Grand Haven Charter Township  
 2018 Projects Professional Service Agreement

Dear Mr. Cargo:

Thank you for giving us the opportunity to assist on several projects in 2018. We met with Mark Verberkmoes and Dan Tlachac on January 5, 2018 to review the scope of several projects. We have summarized those projects below that are part of your 2018-2019 budget:

<b>PROJECT</b>	<b>2018-2019 Budget Design Fee</b>	<b>ENGINEERING SCOPE</b>
Storm Water Mapping	\$ 20,000	Finalize Storm System Network Mapping, Update GIS, Coordinate with OCRC/OCWRC on existing drains, determine priority of drains to establish, begin board of determination process.
2018 Non-Motorized Path Repairs	\$ 25,000	Complete project specifications, bidding assistance and construction engineering services for Robbins Road and Comstock Street (Mercury Drive to 160th Avenue) path repairs. Detailed Project Scope provided.
Historic Cemetery	\$ 3,000	Preliminary Engineering for Site layout for 240 lots with grading, tree removal and construction estimate. Detailed Project Scope Provided.
Pottawattomie Park Floating Dock	\$ 5,000	Preliminary evaluation, meeting to assist with evaluation of current floating dock - design scope to be determined based on proposed improvements for dock and shoreline protection and meeting with Tow
Pottawattomie beach erosion control	\$ 3,000	
Gravity Overflow at Sanctuary Place and Lincoln Street	\$ 7,500	Complete design, plan and profile drawing and confirmation of backup elevation for sanitary overflow design. Detailed Project Scope provided.
168th Water Main	\$ 10,000	Design, Bidding assistance and construction engineering of water main loop from Ferris to Lincoln on 168th. Detailed Project Scope provided.
Altitude valve at East Water Tank	\$ 17,500	Design, Bidding, and Construction Engineering of Altitude Valve installation on East Tank. Detailed Project Scope provided.

Sewer Asset Management Plan	\$ 20,000	Asset Management Plan for Sanitary Sewer. Provide system inventory of pump stations, force main, gravity sewer and non-pipe assets. Update age and material information of all wastewater collection system assets. Provide recommendation for future cleaning and televising to determine pipeline conditions. Provide condition assessment based on age and material of collection system. Capital improvement planning assistance.
Tank Operation - 172nd meter review	\$ 5,000	Perform review of current and past operating conditions to assist with tank operations during peak demands.
2018 GIS Updates -- Water System	\$ 12,000	Assist with water valve witness updates, updates to field computers.
Brucker Street Water Main	\$ 30,000	Design, bidding, and Construction Engineering of water main on Brucker to Brucker Woods. Detailed Project Scope provided.
2019 Path Extensions	\$ 9,000	Pre-engineering design and budgeting assistance for 2019 Paths (Lincoln and 144th)

We propose to provide engineering services on a time and material basis, with a not to exceed fee as indicated for each project.

Services provided under this agreement will be performed under the provisions of the attached Agreement Between Owner and Engineer: Master Agreement – 2018 Engineering Services. This will serve as the standard agreement for all 2018 projects. We will provide you with a letter detailing the scope of each project and obtain Grand Haven Charter Township approval prior to beginning engineering services for each of the projects above.

Following your review and approval of the Master Agreement, please send us a signed copy.

If you have any questions or comments regarding these projects or proposed Owner and Engineering Agreement, please do not hesitate to call us at your convenience.

Sincerely,

**Prein&Newhof**



Kevin S. Kieft, P.E.



Barbara E. Marczak, P.E.

KSK/ksk

# Agreement Between Owner and Engineer

THIS AGREEMENT made as of this 12<sup>TH</sup> day of February, 2018, between

OWNER:        **Grand Haven Charter Township**  
                  **13300 168th Avenue**  
                  **Grand Haven, Michigan 49417**

and

ENGINEER:    **Prein&Newhof, Inc.**  
                  **4910 Stariha Drive,**  
                  **Muskegon, Michigan 49441**

FOR THE FOLLOWING PROJECT:

## **Master Agreement – 2018 Engineering Services**

Subject to the foregoing, ENGINEER will provide professional engineering services for OWNER in connection with the Project and will serve as OWNER'S professional engineering representative on the Project. The ENGINEER will perform such services as expeditiously as is consistent with professional skill and care in the orderly progress of the Work.

The OWNER and ENGINEER agree as set forth below:

1. Services of ENGINEER.

Services will be identified by Grand Haven Charter Township on an as needed and project specific basis. Project work may include, but is not limited to, studies, permit acquisition assistance, modeling, general consulting assistance, identification of funding opportunities, and project plan development, project design and construction services (plans, topographic survey, soil borings, specifications, contract documents, prepare various permit application {MDEQ, MDOT, etc}, construction engineering, construction staking, density testing, construction observation, project administration throughout the project, record plans and project close-out services, study/engineering reports).

2. Engineering Fees. OWNER agrees to pay the ENGINEER in accordance with the progress of the work.

Engineering fees will be established in writing and approved by Grand Haven Charter Township prior to commencement of work activities. Work will be completed on a time and expense basis, with a not to exceed total.

Services performed and expenses incurred by ENGINEER will be invoiced on a monthly basis. Should full payment not be received within 30 days of the date of invoice, the amount due shall bear interest at the rate of one and one-half percent (1 1/2%) per month until paid, plus the cost of collection and attorney fees.

3. Administration of the Construction Contract. (May modify depending on amount of construction observation requested by Owner.)

The ENGINEER will make visits to the site at intervals appropriate to the stages of construction to observe the work and become generally familiar with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. However, the ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

On the basis of such on-site observations, the ENGINEER shall keep the OWNER informed of the progress and quality of the Work and shall endeavor to guard the OWNER against defects and deficiencies in the Work of the CONTRACTOR. No certification by ENGINEER of pay requests or substantial completion shall be a warranty or representation that the CONTRACTOR'S work has been completed pursuant to the Contract Documents, rather it is a representation, based upon the ENGINEER'S periodic visits, that to the best of the ENGINEER'S knowledge the work claimed to have been done by the CONTRACTOR has been completed. A Resident Project Representative who is the authorized representative of ENGINEER will assist ENGINEER at the site during the construction phase. The Resident Project Representative will be ENGINEER'S agent or employee and under ENGINEER'S supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER.

The ENGINEER shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the Work, for the acts or omissions of the CONTRACTOR, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the contract documents.

4. Action on Submittals. The ENGINEER shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the work, and with the information given in the contract documents. The ENGINEER'S approval of a submittal is for compliance for general design compliance and is not to confirm the adequacy of the performance of the product submitted. Contractor and its suppliers remain fully responsible for the submittal being in compliance with the Construction Documents, for the quality of the work associated with the submittal and dimensional and performance issues related to the submittal.

5. OWNER'S Responsibilities. (Prein&Newhof may do some of these upon specific request.)

- A. The OWNER shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project including such auditing services as the OWNER may require to verify the CONTRACTOR'S applications of payment or to ascertain how or for what purposes the Contract uses the monies paid by the OWNER.
- B. The OWNER is responsible for obtaining all easements necessary for performance of the work. OWNER is responsible for the preparation of all legal documents and title searches related to the easements, as well as recording such documents.
- C. The OWNER'S Agent shall provide access to the site including the necessary easements, and/or agreements with the State of Michigan and others.

- D. The OWNER shall furnish structural, mechanical, chemical, concrete, soils, compaction and other laboratory test or inspections.
- E. The OWNER shall determine the types of insurance coverage and the limits of coverage required for the project and the CONTRACTOR(S) which requirements are set forth in the Insurance Specifications. CONTRACTOR shall provide the required insurance information in a form acceptable to the OWNER as set forth in the Insurance Specifications. ENGINEER will forward the insurance information provided by the CONTRACTOR to OWNER for OWNER's review and approval.
6. Responsibility for Construction Cost. It is recognized that neither the ENGINEER nor the OWNER has control over the cost of labor, materials or equipment, over the CONTRACTOR'S methods of determining bid prices, or over competitive bidding or negotiating conditions. Accordingly, the ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimate or evaluation prepared by the ENGINEER or OWNER.
7. Ownership and Use of Documents. Drawings and Specifications prepared for the Project are and shall remain the property of the OWNER. The OWNER shall be permitted to use Drawings and Specifications for information and reference in connection with the OWNER'S use of the Project. The Drawings and Specifications shall not be used by the OWNER on other projects, for additions to this Project, or for completion of this Project by others provided the ENGINEER is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the ENGINEER. Owner shall indemnify Engineer in the event of unauthorized use of the documents. ENGINEER shall retain ownership of the Drawings and Specifications until payment has been made in full for said documents.
8. Electronic Data Files. The drawings and specifications will be submitted as electronic data files, which are intended to work only as described in this agreement. These files are compatible only with the application(s) and operation system(s) stated in the accompanying transmittal letter. The ENGINEER makes no representation as to the compatibility of these files beyond the specifications stated in the transmittal. The OWNER agrees to save and hold the ENGINEER harmless for uses of the file data outside or beyond the scope of this agreement.

Since data stored on electronic media can deteriorate undetected, the OWNER is responsible for determining the readability of the media upon receipt and has ten (10) calendar days from the dated transmittal to notify the ENGINEER if media is unreadable. Also, since data stored on electronic media can be modified and/or be used to generate additional data without the ENGINEER'S knowledge, any modifications made to the data and/or additional data generated from the original data by the OWNER'S will be at the OWNER'S own risk and will indemnify and save harmless the ENGINEER for any and all claims, losses, costs, damages, awards, or judgments arising from such modifications and/or additional data. The ENGINEER agrees that it is responsible for the accuracy of the sealed documentation(s) that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the ENGINEER'S profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this agreement or otherwise, in connection with the ENGINEER'S services.

After completion of the Project and revision of the drawings, in accord with construction records, the electronic files will be submitted to the OWNER for a 30-day acceptance period. During this period the OWNER may review and examine these files and any errors detected during this time will be corrected by the ENGINEER as part of the basic agreement. Any error corrections and/or changes requested after the acceptance period will be considered additional services to be performed on a time

and materials basis, at the ENGINEER'S standard cost plus terms and conditions.

9. Limitation of Liability. Owner and persons claiming through OWNER agree to limit the liability of the ENGINEER, its agents and employees, for all claims arising out of, in connection with, or resulting from, the performance of services under this Contract to the amount of professional liability insurance carried by the ENGINEER.

The OWNER acknowledges that the ENGINEER is a corporation and agrees that any claim made by the OWNER arising out of any act or omission of any director, officer, or of the employee of the ENGINEER, in the execution or performance of this Agreement, shall be made against the ENGINEER and not against such director, officer, or employee.

The OWNER further acknowledges that the ENGINEER has not agreed to provide and is not responsible for safety precautions and programs in connection with the Project or the Work, including but not limited to signs, markings, barricades, temporary or permanent traffic control markings or devices, or temporary or permanent warning signs, devices, or markings.

10. Disclaimer of Warranties. Nothing contained in this Agreement shall require the ENGINEER to exercise professional skill and judgment greater than that which can be reasonably expected from other engineers performing similar services to those required hereunder. ENGINEER makes no warranties, expressed or implied.
11. Contractor's Insurance. OWNER will require the CONTRACTOR(S) responsible for construction to purchase insurance to cover claims asserted against or death caused by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Such insurance shall also state that: "The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the CONTRACTOR. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."
12. Indemnity. (Prein&Newhof usually prepares the contract documents) OWNER will cause the following clause to be inserted in all construction contracts:

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, damage, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or

anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor, Supplier, or other individual or entity under worker's compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the CONTRACTOR under this Agreement shall not extend to the liability of the OWNER, and ARCHITECT/ENGINEER, their agents or employees, arising out of their sole negligence. The OWNER and ARCHITECT/ENGINEER shall be indemnified for their concurrent negligence.

13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrative representatives, successors, and assigns. The Agreement may not be modified except in writing signed by the Party against whom a modification is sought to be enforced.
14. Termination for Cause. This contract may be terminated by either party with seven (7) days written notice to the other party if the other party fails to perform its obligations under this contract after being requested to do so. The ENGINEER shall be paid for its fees in accordance with this contract prior to termination.
15. Additional Services. Additional services, beyond the scope of the Contract will only be performed after there is a written agreement to do so with the total fee adjustment included.

WITNESSES: \_\_\_\_\_ OWNER: GRAND HAVEN CHARTER TOWNSHIP

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

Its: \_\_\_\_\_

  
\_\_\_\_\_

ENGINEER: PREIN&NEWHOF, INC.

By: Barbara G. Marcyak

Its: Team Leader

APPROVED AND ACKNOWLEDGED BY:  
(if required by a local or State agency, etc.)

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

Its: \_\_\_\_\_

