

GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, APRIL 22, 2019

WORK SESSION – 6:30 P.M. (Note Later Start Time)

1. Ottawa County Road Commission (*20-minute presentation in the Board Room*)

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 April 8, 2019 Regular Board Minutes
 2. Approve Payment of Invoices in the amount of \$264,849.93 (*A/P checks of \$144,180.87 and payroll of \$120,669.06*)
 3. Approve Emergency Water Interconnection Agreement (NOWS and MRWA)
 4. Approve Reappointment of Construction Board of Appeals Members
- VI. PUBLIC HEARINGS
 1. Warner Street East Paving Special Assessment District (*on assessment roll*)
 2. Bluewater Trail Water Special Assessment District (*on necessity*)
- VII. OLD BUSINESS
 1. Resolution 19-04-04 – Warner Street East SAD – Fourth Resolution
 2. Approve OCRC Project Estimate Agreement for Warner Street East “Prime and Double Chip” (\$75,000)
 3. Resolution 19-04-05 – Bluewater Trail SAD – Second Resolution
 4. Resolution 19-04-06 – Bluewater Trail SAD – Third Resolution
- VIII. NEW BUSINESS
 1. Resolution 19-04-07 – Approve Revised Alcohol and Drug-Free Work Place Policy
- IX. REPORTS AND CORRESPONDENCE
 1. Committee Reports
 2. Manager’s Report
 3. Others
- X. EXTENDED PUBLIC COMMENTS/QUESTIONS ON NON-AGENDA ITEMS ONLY (*LIMITED TO THREE MINUTES, PLEASE.*)
- XI. ADJOURNMENT

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

**GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, APRIL 8, 2019**

WORK SESSION – 6:00 P.M.

1. **Motion** by Trustee Redick supported by Clerk Larsen to enter closed session at 6:01 p.m. session to discuss matters exempt from disclosure pursuant to the Freedom of Information Act, specifically a written opinion from the Township Attorneys regarding questions related to the Health Pointe tax exemption ruling by the Board of Review. **Which motion carried**, pursuant to the following roll call vote:

Ayes: Meeusen, Kieft, Redick, Behm, Reenders, Gignac, Larsen

Nays:

Absent:

Motion by Treasurer Kieft supported by Trustee Behm to exit the closed session at 6:38 p.m. **Which motion carried.**

REGULAR MEETING

I. CALL TO ORDER

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

II. PLEDGE TO THE FLAG

III. ROLL CALL

Board members present: Redick, Reenders, Larsen, Kieft, Behm, Gignac, and Meeusen

Board members absent:

Also, present was Manager Cargo, and Public Services Director VerBerkmoes.

IV. APPROVAL OF MEETING AGENDA

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

V. APPROVAL OF CONSENT AGENDA

1. Approve March 25, 2019 Regular Board Minutes
2. Approve Payment of Invoices in the amount of \$703,679.92 (*A/P checks of \$600,904.91 and payroll of \$102,775.01*)
3. Approve Pathway Contract No. 2 with Al's Excavating (*\$628,542*)
4. Approve Northern Pipeline Amended Contract (*Service Prices*)
5. Approve Truck Purchases - 1 for Parks, 1 for Pathways (*\$28,400 each*)

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

VI. OLD BUSINESS

1. Supervisor Reenders disclosed that he owns a residential property within the boundaries of the Special Assessment District and requested to be recused from consideration of any proceedings regarding the Warner Street West SAD.

Motion by Clerk Larsen supported by Trustee Behm to authorize Supervisor Reenders to recuse himself from the Warner Street West SAD due to owning property within the special assessment district. Which motion carried, pursuant to the following roll call vote:

Ayes: Larsen, Gignac, Kieft, Meeusen, Redick, Behm, Reenders

Nays:

Absent:

Supervisor Reenders left the Board table.

Motion by Treasurer Kieft supported by Trustee Gignac to approve and adopt Resolution 19-04-01 that approves the special assessment roll for Warner Street West defraying a portion of the cost of street improvements, payable over three years at 4.25% interest. **Which motion carried** pursuant to the following roll call vote:

Ayes: Behm, Gignac, Meeusen, Redick, Kieft, Larsen

Nays:

Absent: Reenders

Supervisor Reenders returned to the Board table and resumed his duties as the Township Supervisor.

2. **Motion** by Trustee Meeusen supported by Trustee Behm to approve and adopt Resolution 19-04-02 that schedules a public hearing for April 22nd at 7:00 p.m. for the purposes of hearing comments on the proposed Warner Street (East) special assessment roll. **Which motion carried** pursuant to the following roll call vote:

Ayes: Kieft, Reenders, Meeusen, Behm, Gignac, Larsen, Redick

Nays:

Absent:

VII. NEW BUSINESS

1. **Motion** by Clerk Larsen supported by Trustee Meeusen to approve Resolution 19-04-03 that adopts the 1st quarter budget amendments for Fiscal Year 2019. **Which motion carried** pursuant to the following roll call vote:

Ayes: Gignac, Larsen, Kieft, Reenders, Behm, Meeusen, Redick

Nays:

Absent:

2. **Motion** by Clerk Larsen supported by Trustee Behm to authorize staff to complete a contract with Certified Building Systems in the amount of \$69,900 to complete the partial replacement of the roof on the Township's Administrative Building. **Which**

motion carried.

3. **Motion** by Treasurer Kieft supported by Trustee Gignac to authorize the Township Superintendent to execute an agreement with Hecksel Bros. from Coopersville for the replacement of the well motor and impeller at Lakeshore Cemetery at a cost not to exceed \$11,000. **Which motion carried.**
4. **Motion** by Treasurer Kieft supported by Trustee Meeusen to approve the Township to fund the re-surfacing of approximately 2.39 miles of subdivision and for the Township Superintendent to execute the Project Estimate agreement with the Ottawa County Road Commission at an estimated cost of \$377,148.75. It is noted that this is a pre-bid estimate. **Which motion carried.**
5. **Motion** by Trustee Meeusen supported by Trustee Gignac approve the Township to fund the surfacing of Warner Street west of the railroad tracks to 168th Avenue with “prime and double chip” and for the Township Superintendent to execute the Project Estimate agreement with the Ottawa County Road Commission at an estimated cost of \$40,000. It is noted that this is a pre-bid estimate. **Which motion carried.**

VIII. REPORTS AND CORRESPONDENCE

1. Committee Reports
 - a. Clerk Larsen noted that Personnel Committee will meet on Wednesday at 7:00 a.m.
 - b. Trustee Redick noted that the NORA process for selecting a new director is nearing completion.
2. Manager’s Report
 - a. March Building Report
 - b. March Enforcement Report
 - c. March DPW Report
 - d. February Legal Review
3. Others – Treasurer Kieft asked the status of re-installing the fencing at the Historic Cemetery. Manager Cargo noted that he instructed for the fence to be re-installed for both safety reasons above the retaining wall and aesthetic reasons. The fencing panels are stored on-site; but, a firm will be required to reconnect these panels to the posts. Manager Cargo will provide an update prior to the next meeting.

IX. PUBLIC COMMENTS

1. Chrysteen Moelter-Gray (*13243 Forest Park Drive*) expressed her opposition to the proposed Grand River Waterway dredging project citing environmental and cost concerns.
2. Laird Schaefer (*12543 Wilderness Trail*) expressed concern with the Township’s Private Road inspection process. Manager Cargo will forward an email explaining the annual process and copy the full Board.

X. ADJOURNMENT

Motion by Clerk Larsen and seconded by Trustee Redick to adjourn the meeting at 7:29 p.m. **Which motion carried.**

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Mark Reenders
Grand Haven Charter Township Supervisor



Manager's Memo

DATE: April 10, 2019
TO: Township Board
FROM: Cargo
RE: NOWS Interconnection Contract – West Michigan Regional Water Authority

Attached, please find a copy of the proposed Water Interconnection Contract between the West Michigan Regional Water Authority (WMRWA) and the North Ottawa Water System (NOWS). This updated contract replaces the December 2003 Water Interconnection with the City of Muskegon Heights.

For many years, NOWS and the Muskegon Heights Water System had an emergency interconnection agreement between water supplies. The Spring Lake Township distribution system is connected to portions of the Norton Shores and Fruitport Township distribution systems in five locations.

Recently, Norton Shores and Fruitport Township changed water supplies from Muskegon Heights to the City of Muskegon. As a result of this change, the interconnection agreement between parties needs to be updated.

This proposed contract has been updated to include all five (5) emergency interconnection points and the repair and maintenance responsibilities for each interconnection. More specifically, these interconnection points are used in emergency situations when the NOWS system cannot produce sufficient water or, for example, if there was a major break in the distribution main going to the north bank communities under the Grand River. *(This would also work if the WMRWA needed assistance meeting their demand.)*

In order to proceed, the following motion is offered:

Move to adopt the Water Interconnection Contract between the North Ottawa Water System and the West Michigan Regional Water Authority and authorize the Township Supervisor and Clerk to execute the contract.

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

WATER INTERCONNECTION CONTRACT

THIS CONTRACT, dated for reference purposes as of July 1, 2019 is by and among the City of Muskegon, a Michigan municipal corporation, whose address is 933 Terrace, Muskegon, Michigan 49440, referred to as "Muskegon"; the City of Norton Shores, a Michigan municipal corporation, whose address is 4814 Henry Street, Norton Shores, Michigan, 49441, referred to as "Norton Shores"; the Charter Township of Fruitport, a Michigan charter township, whose address is 5865 Airline Road, Fruitport, Michigan, 49415, referred to as "Fruitport"; the West Michigan Regional Water Authority, whose address is 4814 Henry Street, Norton Shores, MI 49441, referred to as "WMRWA"; Muskegon County; whose address is 131 E. Apple Ave, 4th Floor, Muskegon, MI 49442; the County of Ottawa, a body corporate created under the provisions of the Michigan Constitution, acting by and through its Board of County Road Commissioners, whose address is P.O. Box 739, Grand Haven, Michigan, 49417, referred to as "Ottawa County"; the Township of Spring Lake, a Michigan general law township, whose address is 106 S. Buchanan Street, Spring Lake, Michigan 49456, referred to as "Spring Lake Township"; the Village of Spring Lake, Michigan municipal corporation, whose address is 102 West Savidge Street, Spring Lake, Michigan, 49456, referred to as "Spring Lake Village"; the Charter Township of Grand Haven, a Michigan charter township, whose address is 13300 168th Avenue, Grand Haven, Michigan, 49417, referred to as "Grand Haven Township"; the City of Ferrysburg, a Michigan municipal corporation, whose address is 408 Fifth Street, Ferrysburg, Michigan, 49409, referred to as "Ferrysburg"; and the City of Grand Haven, a Michigan municipal corporation, whose address is 519 Washington Avenue, Grand Haven, Michigan, 49417, referred to as "Grand Haven." This Contract is made with reference to the following facts and circumstances:

A. Muskegon, Norton Shores, Fruitport, Muskegon County and WMRWA (collectively referred to as the "Muskegon Parties") own and/or operate water systems (or portions thereof) in Muskegon County, Michigan.

B. Ottawa County, Grand Haven, Spring Lake Township, Spring Lake Village, Ferrysburg, and Grand Haven Township (collectively referred to as the "Northwest Ottawa Parties") own and/or operate water systems (or portions thereof) in Ottawa County, Michigan.

C. These water systems are adjacent to each other at various points along the common border between Muskegon County and Ottawa County.

D. The parties have previously interconnected the Muskegon Parties water systems and the Northwest Ottawa Parties water systems at five locations on the Ottawa County/Muskegon County boundary line. These locations are designated as Interconnections A, B, C, D, and E respectively, as described on attached Exhibit A. These interconnections, along with any future interconnections of the Muskegon County water systems and the Ottawa County water systems accomplished with the consent of one of the Muskegon Parties and one of the Northwest Ottawa Parties, are referred to collectively as the "Interconnections."

E. The parties recognize and wish to better plan for the possibility that a water emergency or maintenance or construction of a water system may give rise to circumstances in which a party asks for temporary interconnection of the systems, recognizing that there is no entitlement or right to insist on such interconnection but that the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so would not pose an unacceptable risk to the operation of another water system.

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

Section 1. General Agreement. The parties agree that the Interconnections shall be governed by the terms and provisions of this Contract.

Section 2. Maintenance of Interconnections. Spring Lake Township shall be responsible for maintaining the valve for the Interconnection A. Spring Lake Township and Fruitport shall each be responsible for maintaining the water mains (within their respective jurisdictions) which lead to the Interconnection A valve. Spring Lake Township shall provide routine maintenance for the valve (opening it, closing it and inspecting it) without charge. Should the valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be divided equally

between Fruitport and Ottawa County. Ottawa County shall allocate its portion of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For Interconnection B, Spring Lake Township shall be responsible for maintaining the southerly valve, and Fruitport shall be responsible for maintaining the northerly valve. Spring Lake Township and Fruitport shall be responsible for maintaining the water mains (within their respective jurisdictions) which lead to these valves. Spring Lake Township and Fruitport shall provide routine maintenance for the southerly valve and the northerly valve, respectively (opening it, closing it, and inspecting it) without charge. Should the southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should the northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Fruitport. Should the pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township, then all costs and expenses of such work shall be divided equally by Fruitport and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For Interconnections C, D, and E, Spring Lake Township shall be responsible, in each case, for maintaining the southerly valve, and Norton Shores shall be responsible, in each case, for maintaining the northerly valve. Spring Lake Township and Norton Shores shall each be responsible for maintaining the water mains (within their respective jurisdictions) which lead to these valves. Spring Lake Township and Norton Shores shall provide routine maintenance for the southerly valves and northerly valves, respectively (opening them, closing them, and inspecting them) without charge. Should a southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

Should a northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Norton Shores. Should a pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township and Norton Shores collectively, then all costs and expenses for such work shall be divided equally between Norton Shores and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

For future Interconnections of the Muskegon County water systems and the Ottawa County water systems accomplished with the consent of one of the Muskegon Parties and one of the Northwest Ottawa Parties, Spring Lake Township shall be responsible, in each case, for maintaining the southerly valve, and, depending on the location of the Interconnection, Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) shall be responsible, in each case, for maintaining the northerly valve. Spring Lake Township, on the one hand, and Norton Shores or Fruitport (depending on the local unit within which the relevant water mains are located) on the other hand, shall each be responsible for maintaining the water mains which lead to these valves. Spring Lake Township shall provide routine maintenance for the southerly valves (opening them, closing them, and inspecting them) and Norton Shores or Fruitport shall provide the same routine maintenance for the northerly valves, all without charge. Should a southerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be paid by Ottawa County and allocated among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year. Should a northerly valve require a replacement of parts, seals, etc., or other maintenance beyond routine matters, then all costs and expenses of such maintenance shall be shared by Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located). Should a pipeline between the southerly and northerly valves require repair or replacement, as determined by Spring Lake Township and Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located),

then all costs and expenses for such work shall be divided equally by Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and Ottawa County. Ottawa County shall allocate its share of the cost among Spring Lake Township, Spring Lake Village and Ferrysburg pro rata, based on their retail water usage for the previous fiscal year.

Notification shall be given by personal delivery, by telephone, by facsimile transmission, by e-mail, or by ordinary mail in advance of undertaking maintenance, repair and/or replacement, or construction that may prompt a request to open an Interconnection. For such maintenance, repair and/or replacement, or construction to be performed by Spring Lake Township, Spring Lake Township shall give notice to Muskegon in all cases and, in addition, for Interconnection B, Fruitport, and for Interconnections C, D, and E, Norton Shores. For maintenance, repair and/or replacement, or construction to be performed by Fruitport for Interconnection B, Fruitport shall give notice to Ottawa County and Spring Lake Township. For maintenance, repair and/or replacement, or construction to be performed by Norton Shores for Interconnections C and D, Norton Shores shall give notice to Ottawa County and Spring Lake Township. If possible, notice shall be given at least 3 days in advance of the commencement date of the maintenance, repair and/or replacement, or construction.

Section 3. Use of Interconnections. The Interconnections may be utilized as provided in this Contract in the event of an emergency situation that results in the loss of water supply or threatens the loss of water pressure, quantity, or quality of water service to any or all of the parties (a "Water Emergency"). The Interconnections also may be utilized as provided in this Contract in the event of scheduled maintenance or scheduled construction of the water system of a party.

If any or all of the Northwest Ottawa Parties desire to utilize one or more of the Interconnections, a request shall be made to the Water and Sewer Superintendent of Norton Shores (or his or her designee) or to the Director of Public Utilities of Fruitport (or his or her designee), depending on the location of the Interconnection(s). This request shall be made by Spring Lake Township. The request shall include the reason for the request, the time during which the Interconnection(s) would be opened, the estimated flow rate through the

Interconnection(s), the estimated duration that the Interconnection(s) would be open and the person who would be in charge of the Interconnection(s) opening and his/her phone number. The party to whom the request is made (i.e., either Norton Shores or Fruitport) shall immediately contact the Muskegon Filtration Plant Superintendent (or his or her designee) to discuss the request and either approve or deny the request. (As noted in the preamble to this Contract, the parties recognize that there is no entitlement or right to insist on interconnection but the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so will not pose an unacceptable risk to the operation of another water system.) Upon completion of the use of the Interconnection, the person in charge of the Interconnection opening shall complete a "Valve Operation Report" and serve and transmit a copy, in the manner provided in Section 8, to both Ottawa County and Muskegon. A sample of the report is included as Exhibit G. If any of the Muskegon Parties desire to use the Interconnection(s), a request shall be made to the Director of Public Works of Spring Lake Township (or his or her designee). This request may be made by any or all of the Muskegon Parties. The request shall include the reason for the request, the time during which the Interconnection(s) would be opened, the estimated flow rate through the Interconnection(s), the estimated duration that the Interconnection(s) would be open and the person who will be in charge of the Interconnection(s) opening and his/her phone number. Spring Lake Township shall immediately contact the Water Facilities Manager of the Northwest Ottawa Water Treatment Plant or his/her designee to discuss the request and either approve or deny the request. (Again, as noted in the preamble to this Contract, the parties recognize that there is no entitlement or right to insist on interconnection but the parties nevertheless will strive to accommodate such a request when reasonably possible and when doing so will not pose an unacceptable risk to the operation of another water system.) Upon completion of the use of the Interconnection, the person in charge of the Interconnection opening shall complete a "Valve Operation Report" and serve and transmit a copy, in the manner provided in Section 8, to both Ottawa County and Muskegon. A sample of the report is included as Exhibit G.

Interconnection E will be the preferred interconnection to use if it meets the needs of the parties, as this connection can be metered.

The terms and conditions of this Contract apply only to the use of the Interconnection(s) in the event of a Water Emergency situation, scheduled maintenance, or scheduled construction as described above. This is not a water supply agreement. Use of an Interconnection for any other reason, including lack of water quantity due to high water demand and/or lack of adequate system infrastructure, is not covered by this Contract. In the event the parties desire to utilize the Interconnection(s) for any other reason(s), the terms of that use and rates charged for water used shall be negotiated separately.

Section 4. Water Usage. If an Interconnection valve is opened, water usage shall be estimated by the party supplying the water, recognizing that both the supplying party and the requesting party (or parties) may need to communicate and exchange information in order to make the estimate as accurate as possible within reason. If Interconnection E is used and the meter is utilized, this meter reading shall be the water usage. Spring Lake Township and Norton Shores or Fruitport Township, depending on the location of the water use, shall have the option to bill its counterpart for this water usage if the party supplying the water so elects. If the water supplier elects to render a billing, the billing shall be at the normal wholesale rate. However, if the emergency interconnection use was found to cause or be a significant factor in causing the supplying treatment plant to incur additional electrical costs due to a peak load condition, then a portion or all of these costs shall be allocated to the party receiving the interconnection water. All billings rendered pursuant to this paragraph shall be paid within thirty (30) days of their date.

Section 5. Risk of Loss and Insurance. Fruitport and the Northwest Ottawa Parties shall have equal responsibility for risk of loss for the valve for Interconnection A and the other Interconnection A facilities exclusive of the water mains leading to Interconnection A. Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shore or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) shall have sole responsibility for risk of loss to the northerly Interconnection valves for Interconnections B, C, D, and E, respectively, and the Northwest Ottawa Parties shall have sole responsibility for the risk of loss to the southerly Interconnection

valves for these Interconnections. The parties may insure the respective Interconnection valves and facilities for which they have responsibility at their own expense.

Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and the Northwest Ottawa Parties, respectively, shall have full responsibility for risk of loss to the water main that each is required to maintain as is provided in Section 2 except that with respect to the water pipelines between the southerly and northerly valves for Interconnections B and C, respectively, Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) Norton Shores or Fruitport (i.e., the local unit within which the northerly valve of the Interconnection is located) and the Northwest Ottawa Parties shall have equal responsibility for risk of loss.

Section 6. Term. This Contract shall be effective as of July 1, 2019, and shall continue until October 31, 2042. The Interconnection Contract between the parties dated December 1, 1981 and May 1, 2003 are revoked, as are all other contracts and agreements which pertain to the Interconnections that are the subject of this Contract, except for the provisions of those Contracts which contemplate performance after termination including, but without limitation, the indemnification provisions.

Section 7. Miscellaneous. Neither this Contract nor any rights under it may be assigned nor may any duty be delegated (except as is provided in this Contract) without the prior written consent of all of the non-assigning or non-delegating parties. 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 hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the designated contact persons for the respective parties hereto at the addresses stated on page 1 of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted by personal delivery, by facsimile transmission, by e-mail, or by ordinary or certified mail properly addresses

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. The waiver by any party hereto 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 thereof 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 the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and no other person shall have the right to enforce any of the provisions contained herein. All exhibits attached hereto are incorporated herein by reference as though fully stated herein. No amendment, modification or waiver shall be effective unless in writing and signed by all 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.

Witnessed as to both signatures by:

CHARTER TOWNSHIP OF GRAND
HAVEN

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

EXHIBIT A

Interconnection A

On the North line of Section 1, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of Section 36, Town 9 North, Range 16 West of Fruitport Township (the Village of Fruitport), at a point in the Fruitport Road right-of-way 420 feet south of the intersection of the centerline of Fruitport Road and Apple Drive as shown on Exhibit B.

Interconnection B

430 feet north of North line of Section 2, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of Section 35, Town 9 North, Range 16 West of Fruitport Township, at points in the Judson Road right-of-way a valve 30 feet North and a valve 35 feet North of the centerline of Claire Lane as shown on Exhibit C.

Interconnection C

On the North line of Section 4, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of the City of Norton Shores, at points in the 174th Avenue (Grand Haven Road) right-of-way a valve 5 feet South and a valve 36.5 feet North of the centerline of Wilson Road as shown on Exhibit D.

Interconnection D

On the North line of Section 6, Town 8 North, Range 16 West of Spring Lake Township, which is the South line of the City of Norton Shores, at points in the Palm Drive (Black Lake Road) right-of-way a valve 18 feet South and a valve 12 feet North of the Ottawa County – Muskegon County line as shown on Exhibit E.

Interconnection E

Located at the NW $\frac{1}{4}$ of Section 3, T8N, R16W of Spring Lake Township, which is the South line of Fruitport Township, at points in the Harvey Street (168th Avenue) right of way a valve 9 feet and a valve 18 feet North of the Ottawa County – Muskegon County line as shown on Exhibit F.

EXHIBIT C



SCALE 1"=40'

+63 Water Valve - 18.3'
+80 Manhole - 38'

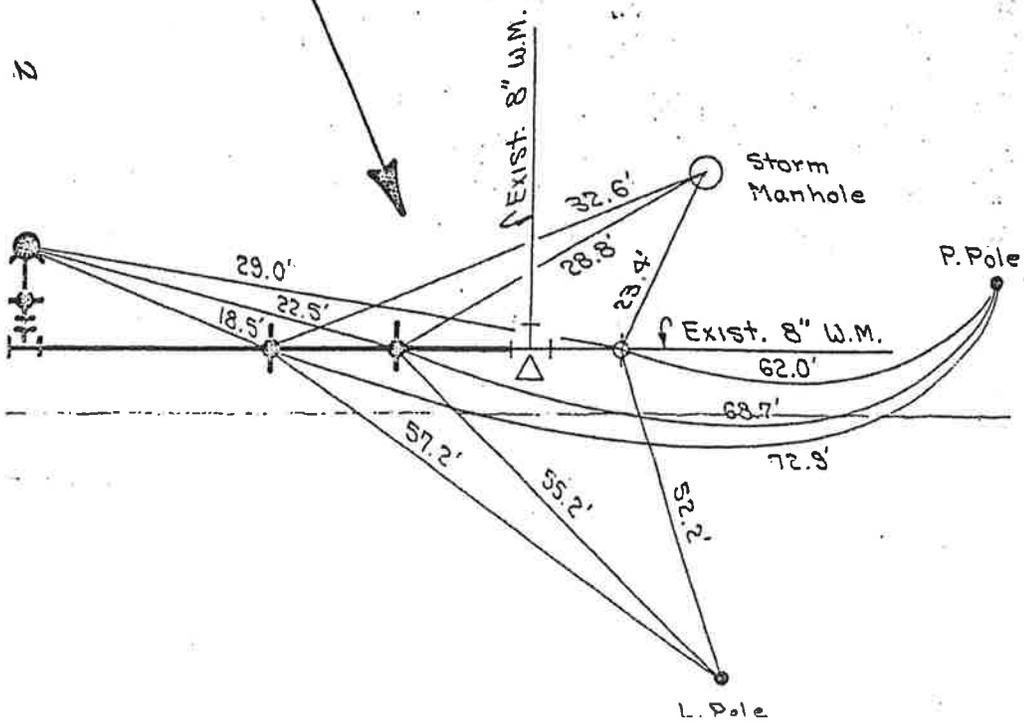
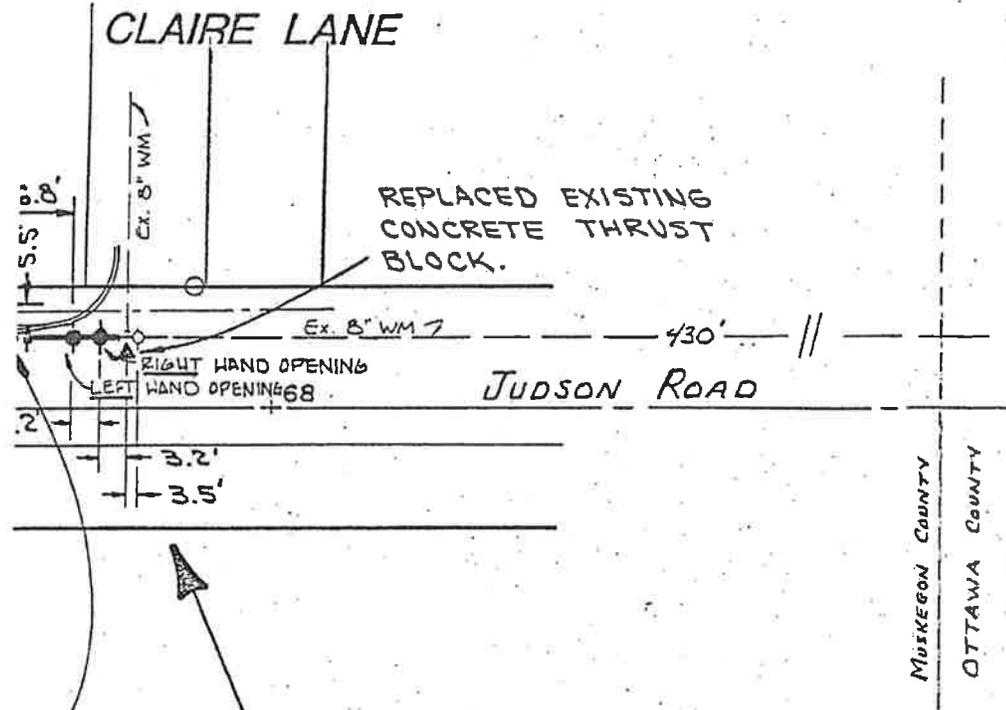


EXHIBIT D

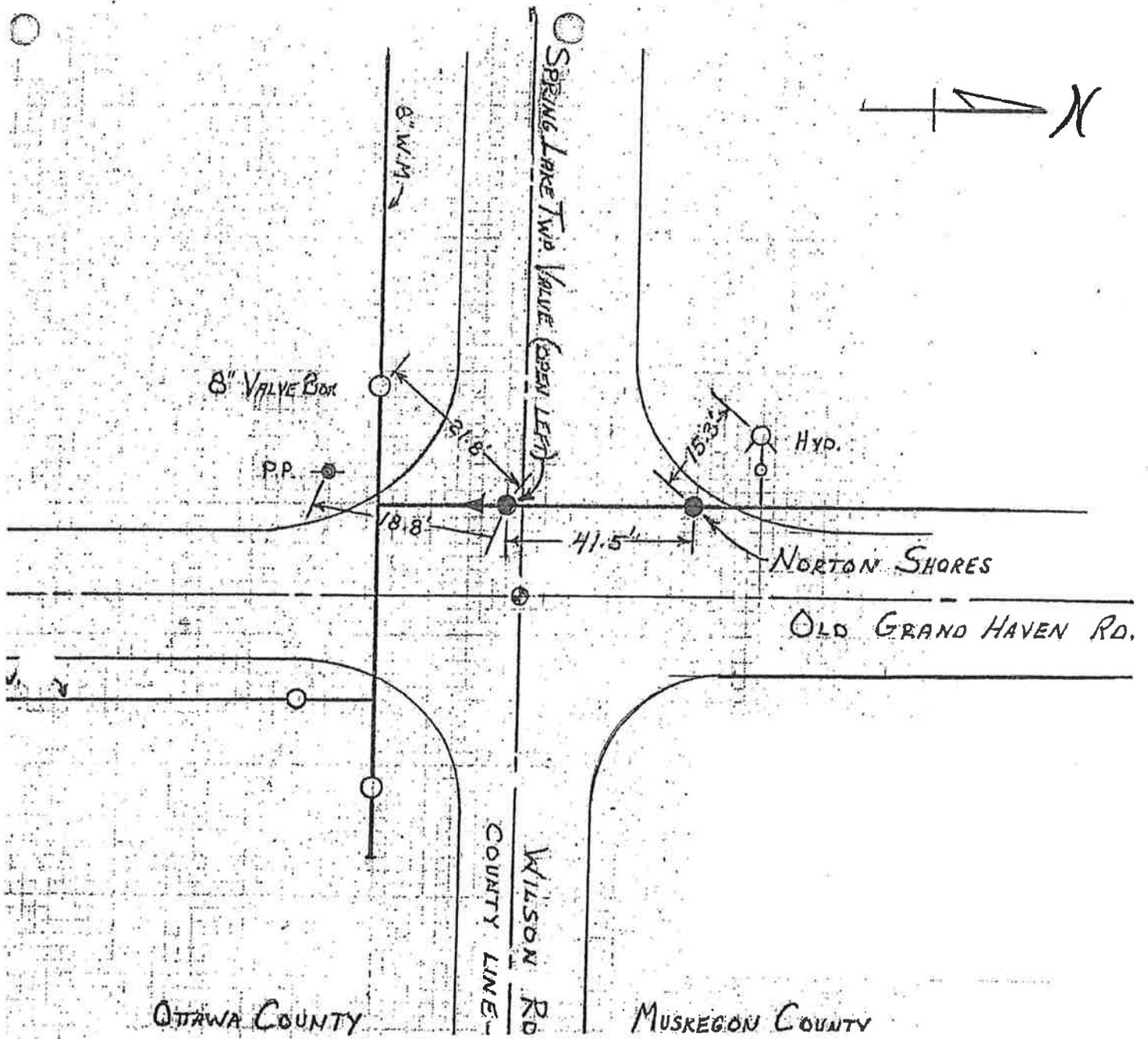


EXHIBIT G

Muskegon County – Ottawa County Emergency Water Supply Interconnection

Valve Operation Report

1. Reason for opening: _____ Emergency _____ Scheduled Maintenance
/Construction

Explanation: _____

2. Date and time opened: _____

3. Opened by: Name _____ Title _____

Unit of Government _____

Opening authorized by: (if opened by other than designated operator)

Name _____ Title _____

Unit of Government _____

4. Date and time closed: _____

5. Closed by: Name _____ Title _____

Unit of Government _____

6

Remarks: _____

Signature



GRAND HAVEN CHARTER TOWNSHIP

Community Development Memo

DATE: April 18, 2019
TO: Township Board
FROM: Stacey Fedewa, AICP – Community Development Director
RE: Construction Board of Appeals Reappointments

BACKGROUND

All five members of the Construction Board of Appeals have terms that expired November 1, 2018. Those members are Rich Buitenhuis (Chair), Randy Wagenmaker, Brock Hesselsweet, Lyle Rycenga, and Patrick Morden; and Supervisor Reenders is recommending their reappointment of two-year terms.

These members have experience in construction, architecture, and trade work, which provides a well-rounded perspective on applications to vary the construction code.

SAMPLE MOTION

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

Move to reappoint Rich Buitenhuis, Randy Wagenmaker, Brock Hesselsweet, Lyle Rycenga, and Patrick Morden to the Grand Haven Charter Township Construction Board of Appeals for terms ending April 1, 2021.

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

SUPERINTENDENT'S MEMO

DATE: April 15, 2019

TO: Township Board

FROM: Cargo

SUBJECT: Warner Street (*East of US-31*) – Special Assessment District – Public Hearing #2

Michigan's Public Act 188 allows for the establishment of a Special Assessment District (SAD) for the purpose of providing road maintenance or paving. For Warner Street (*East of US-31*) the improvement will be the so-called "prime and double chip" process that will provide a surface that is about ½ inch thick (*in comparison, typical bituminous asphalt paving is 3 inches thick*).

To establish a SAD, GHT is required to hold two public hearing prior to beginning the road paving 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.

This first public hearing (*i.e., the Hearing of Necessity*) was held on March 25th and established the proposed district and provided a tentative estimate of cost to construct the improvement.

The second hearing (*i.e., the Hearing of Assessment*) is scheduled for April 22nd to establish the actual assessment roll and the payback period.

The attached resolution approves the assessment roll, a payback period of up to three years, and the interest rate (*i.e., 4.25%*).

The summary of the assessment roll for **\$38,000** is attached and is based upon an equal benefit per lot.

Special Assessment Roll Summary – No. 2019-02 – Warner Street East

| Property Number Owner | Benefit only lot |
|---|-------------------------|
| 70-07-15-400-019 McKay, Fowler Trust | \$ 2,111.11 |
| 70-07-15-180-007 Dean | \$ 2,111.11 |
| 70-07-15-100-006 Ray | \$ 2,111.11 |
| 70-07-15-200-027 Rusco | \$ 2,111.11 |
| 70-07-15-200-032 Retzlaff | \$ 2,111.11 |
| 70-07-15-200-043 Sispera | \$ 2,111.11 |
| 70-07-15-200-038 Gancarz | \$ 2,111.11 |
| 70-07-15-400-021 Falconer | \$ 2,111.11 |
| 70-07-15-400-020 Mason | \$ 2,111.11 |
| 70-07-15-400-002 Sharphorn | \$ 2,111.11 |
| 70-07-15-200-039 Camp | \$ 2,111.11 |
| 70-07-15-200-025 Kaiser | \$ 2,111.11 |
| 70-07-15-200-020 Nienhouse | \$ 2,111.11 |
| 70-07-15-400-013 Niehouse | \$ 2,111.11 |
| 70-07-15-400-016 Brown | \$ 2,111.11 |
| 70-07-15-400-015 Holmes | \$ 2,111.11 |
| 70-07-15-200-042 Sispera-Lake Breeze | \$ 2,111.11 |
| 70-07-15-200-041 Dekock-Lake Breeze | \$ 2,111.11 |
| Totals | \$ 37,999.98 |

If the Board agrees with the assessment roll, term of payment, and interest, the following motion can be offered:

Move to approve and adopt Resolution 19-04-04 that approves the special assessment roll for Warner Street East defraying a portion of the cost of street improvements, payable over three years at 4.25% interest.

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

EXCERPTS OF MINUTES

At a regular meeting of the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at 13300 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 22nd day of April 2019, at 7:00 p.m., local time.

PRESENT:

ABSENT:

After certain matters of business were concluded, the Board considered a proposed special assessment roll for Street Special Assessment District No. 2019-02.

It was noted that public notice of the hearing on the assessment had been given by complying with the provisions of Michigan Act 162 of 1962, as amended (“Act 162”), Michigan Act 188 of 1954, as amended (“Act 188”), and Michigan Act 64 of 1989, as amended (“Act 64”). Specifically, it was noted that proper publication had taken place in the Grand Haven Tribune as evidenced by Affidavits of Publication on file with the Township. In addition, it was noted that proper notice by mailing had been given pursuant to Act 162, Act 188 and Act 64, as shown by the Affidavit of Mailing. The public hearing on the special assessment roll for Street Special Assessment District No. 2019-02 was held on April 22nd.

Discussion followed with respect to the comments made at the public hearing, if any, and the special assessment roll for said special assessment district. After completion of this discussion and certain other business, the following resolution was offered by _____ and supported by _____:

RESOLUTION #19-04-04

WHEREAS, by resolution passed on April 8, 2019, it was determined that the Superintendent should prepare a special assessment roll covering and including the parcels of land described in said resolution; and

WHEREAS, the Superintendent submitted a special assessment roll, report and certification in accordance with the instructions specified by this Township Board; and

WHEREAS, the Township Board did, by resolution adopted April 8, 2019, set April 22, 2019, at 7:00 p.m., local time, at Grand Haven Charter Township, located at 13300 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, as the time and place for a public hearing to review and hear any objections to the special assessment roll; and

WHEREAS, proper notice of the hearing was given by publication and mailing, all in accordance with the terms and provisions of Act 188, Act 162, and Act 64; and

WHEREAS, the Board did meet at the time and place of the public hearing to review the special assessment roll and hear any objections and other matters related to the special assessment roll; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The special assessment roll prepared and submitted by the Grand Haven Charter Township Superintendent, with amendment or corrections made, if any, by this Board, for Street Special Assessment District No. 2019-02, including the lands described in the Notice of Hearing for the special assessment roll, in the amount of 50 percent of \$76,000.00, or \$38,000.00, for the purpose of defraying a portion of the cost of acquiring and constructing certain public street improvements as are described in said Notice of Hearing for the special assessment roll, is now ratified, confirmed, and adopted. The Township Clerk is directed to endorse on the assessment roll the fact the roll has been confirmed as of the date of this meeting.

2. The payment of the special assessment amount per parcel for the parcels in the special assessment district shall be made over 3 years in equal payments of principal billed on December 1, 2019 and due on February 14, 2020, and then billed and payable on the same dates of the next 2 years. Interest shall begin to accrue on the amount owed at the rate of 4.25 percent, from the date of December 31, 2019. The assessment may be paid in full without interest on or before the date interest begins to accrue, and it may be made early at any time with a payment of the entire principal amount outstanding plus interest to that date.

3. All resolutions in conflict in whole or in part are revoked to the extent of such conflict.

YES:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Dated: April 22, 2019

Laurie Larsen,
Grand Haven Charter Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting of the Township Board held on the 22nd day of April 2019. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Laurie Larsen,
Grand Haven Charter Township Clerk



SUPERINTENDENT'S MEMO

DATE: April 15, 2018
TO: Township Board
FROM: Bill Cargo
SUBJECT: OCRC Project Estimate Approval – Warner Street East

Assuming that the Board approves the assessment roll for the Warner Street East special assessment district, it is necessary to approve the “Prime and Double Chip” Project Estimate with the Ottawa County Road Commission. (*See attached on back page.*)

To proceed, the following motion can be offered:

Move to approve the Township to fund the surfacing of Warner Street east of US-31 to 16th Avenue with “prime and double chip” and for the Township Superintendent to execute the Project Estimate agreement with the Ottawa County Road Commission at an estimated cost of \$75,000. It is noted that this is a pre-bid estimate.

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

Project No. _____

Prepared April 2, 2019

**OTTAWA COUNTY ROAD COMMISSION
PROJECT ESTIMATE**

Township: Grand Haven

Street Termini: Warner Street: US-31 to 160th Avenue

General Description of Work: All related work for the placement of prime and double seal coat ("chip seal") treatments.

PLEASE NOTE: This road should NOT be have dust control placed as dust control materials has a very adverse effect on the ability of prime to adhere function properly.

TOTAL ESTIMATED COST: \$ 75,000

OTTAWA COUNTY ROAD COMMISSION

By  _____
Engineering Director

TO: Ottawa County Road Commission
Grand Haven, MI 49417

Gentlemen:

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

Signed By _____

Clerk of _____ Township

Date _____



Manager's Memo

DATE: April 16, 2019
TO: Township Board
FROM: Cargo
RE: Bluewater Trail SAD – Water Main Extension

NOTE: A majority of the property owners that signed the petition asked that their names be removed from the petition due to the estimated construction cost.

That said, I would recommend the following: (1) Open the public hearing; (2) staff will announce that the project will not be pursued because the petition is now deficient (*only 44% remain on the petition*); (3) take any public comments; (4) close the public hearing.

Grand Haven Township received petitions from residents along Bluewater Trail for an extension of municipal water. (*See attached aerial map.*) There are about 3.31 acres and five parcels within the proposed special assessment District.

That said, the cost for the water main extension is estimated at about \$114,200 – which includes engineering and contingencies of 30% and a \$1,000 administrative fee for publishing and legal costs.

The Township may decide to “loop” this segment of water main – which would increase the cost by about \$55,000. But this additional cost would be borne by the Water Fund.

Because the properties have paid the Water Debt – which expired in 2018 – Cargo is recommending that 25% of the cost of the water main extension be funded from the Water Fund. The remaining 75% (*i.e., about \$86,400*) would be paid by the residents at a cost of about **\$17,280 per parcel.**

If after the public hearing a majority of the residents within the proposed district remain on the petition, the following motion can be offered:

Motion to approve and adopt Resolution 19-04-05 that defines the Bluewater Trail Water Special Assessment District, declares the Township intention to make water main extension for the benefit of the properties within the

district, provides an estimate for the improvements, and instructs the Superintendent to create an assessment roll for Board consideration.

If Resolution 19-04-05 is adopted, Superintendent Cargo recommends 75% of the estimated \$115,200 watermain extension (*i.e., about \$86,400*) be assessed by benefit to the five (5) property owners pursuant to the following summarized assessment roll. Payment could be for five years at 4.25%.

PROPOSED ASSESSMENT ROLL

| | |
|---|-----------------|
| 70-07-20-200-002 Vanysseldyke-Williams-Vanysseldyke 11989 Bluewater Trail | \$17,280 |
| 70-07-20-200-003 Smiley, Christopher & Colette 11965 Bluewater Trail | \$17,280 |
| 70-07-20-200-004 Lee Timothy & Catherine Trust 11953 Bluewater Trail | \$17,280 |
| 70-07-20-200-005 Sterken Robert & Deborah 11937 Bluewater Trail | \$17,280 |
| 70-07-20-200-006 Glennon Thomas & Joan 11927 Bluewater Trail | \$17,280 |
| Total | \$86,400 |

If the Board agrees, the following motion could be adopted to schedule the next public hearing:

Move to approve and adopt Resolution 19-04-06 that schedules a public hearing for May 13th at 7:00 p.m. for the purposes of hearing comments on the proposed Bluewater Trail Water special assessment roll.

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



EXCERPTS OF MINUTES

At a special meeting of the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at 13300 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 22nd day of April 2019, at 7:00 p.m., local time.

PRESENT:

ABSENT:

The Supervisor called the meeting to order. After certain matters of business were concluded, the Supervisor stated the next order of business of the meeting was a public hearing to hear and consider any objections to the construction of certain water main extensions along Bluewater Trail described more specifically in the following resolution, the petition(s) requesting the Township to acquire and construct such watermain extension, and the proposed special assessment district therefor.

The Supervisor noted that public notice of the hearing had been given by complying with the provisions of Michigan Act 162 of 1962, as amended (“Act 162”), Michigan Act 188 of 1954, as amended (“Act 188”), and Michigan Act 64 of 1989, as amended (“Act 64”). Specifically, the Supervisor noted that proper publication had taken place in the *Grand Haven Tribune* as evidenced by Affidavit(s) of Publication on file with the Township. The Supervisor further noted that proper notice by mailing had been given pursuant to Act 162, Act 188, and Act 64, as shown by the Affidavit of Mailing. The Supervisor then opened the public hearing with regard to proposed Watermain Extension District No. 2019-03 described in the resolution following, the improvement described therein and the petition(s) therefor. Comments were received from persons present, if any, with respect to the watermain extension, the petition(s) therefor, and the proposed special assessment district. The Supervisor then asked if there were any written objections and those written objections were then received. The Board then closed the hearing on proposed Street Special Assessment District No. 2019-03.

Discussion followed with respect to the comments made at the public hearing, if any, and the establishment of the special assessment district. After completion of this discussion, the following resolution was offered by _____ and supported by _____:

RESOLUTION #19-04-05

WHEREAS, petitions are being presented to the Township Board, requesting that the Township acquire and construct certain watermain extensions as described below; and

WHEREAS, the special assessment district described in paragraph 2 below contains a total of approximately 900 feet of 8-inch watermain and related appurtenances, excluding land not subject to special assessment and land within public highways and alleys; and

WHEREAS, the Township Board will proceed with this process only if, from a review of this petition(s) and the appropriate records of the Ottawa County Register of Deed's Office as of the day of the filing of the petition(s), it has been established that petitions have been signed by the record owners of lands constituting approximately over 50 percent of the frontage included in the special assessment district described in paragraph 2 below, excluding lands not subject to special assessment and lands within public highways and alleys; and

WHEREAS, the record owners of over 51 percent of the acreage on Bluewater Trail have signed petitions in favor of the special assessment district; and

WHEREAS, plans describing the street improvements, the location thereof, and an estimate of \$113,200.00 as the total construction cost have been prepared by registered engineers on the engineering staff of Prein & Newhof and filed with the Township, plus an estimate of \$1,000.00 for the costs of legal work, administration, and publication; and

WHEREAS, the Township Board has the power and authority pursuant to the provisions of Act 188 to proceed to make this improvement and to assess all or a part of the cost thereof to the properties to be benefited; and

WHEREAS, the Township Board did, by resolution adopted March 25, 2019, set April 22, 2019, at 7:00 p.m., local time, at Grand Haven Charter Township located at 13300 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, as the time and place for a public hearing to hear and consider objections to the above referenced improvement, the proposed special assessment district and the petition(s) therefor and did give notice of said hearing by publication and mailing, all in accordance with the terms and provisions of Act 188, Act 162 and Act 64; and

WHEREAS, the Board did meet at the time and place of said public hearing and hear and consider objections to the proposed improvement, to the proposed special assessment district and the petition(s) therefore;

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

1. Pursuant to Act 188 this Board determines to complete the following improvement (the "Improvement") consisting of 8-inch watermain installation on Bluewater Trail from Buchanan Street south, approximately 900 feet, with associated water service, hydrants and related appurtenances. The Board determines that it will proceed with the Improvement only if the petitions for the Improvement are sufficient.

2. This Board finally determines that the parcels of land described specifically below shall be the special assessment district against which the cost of the Improvement is to be assessed. Such special assessment district shall be designated as "Watermain Special Assessment District No. 2019-03" and shall continue for a term which shall expire at the later of the completion of the Improvement or the payment of the last assessment installment plus all accrued interest. The lands

included in the special assessment district are described as being located in the Charter Township of Grand Haven, Ottawa County, Michigan, described specifically as follows:

70-07-20-200-002
70-07-20-200-003
70-07-20-200-004
70-07-20-200-005
70-07-20-200-006

3. The estimate of cost in the amount of \$113,200.00 and the plans for the Improvement as originally presented, with such modifications, if any, made at this meeting, plus the cost of \$1,000.00 for the special assessment proceeding, are approved. The Board determines that 75 percent of the cost of the Improvement shall be specially assessed against the lands described in paragraph 2 above.

4. The Board directs the Township Superintendent to make a special assessment roll in which shall be entered and described all the parcels of land which are to be assessed, with the names of the respective record owners of each parcel, if known, and the total amount to be assessed against each parcel of land, which amount shall be such relative portion of the whole sum to be levied against all parcels of land in the special assessment district as the benefit to each parcel of land bears to the total benefit to all parcels of land in the special assessment district.

5. All resolutions in conflict in whole or in part are revoked to the extent of such conflict.

YES:

NO:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Dated: April 22, 2019.

Laurie Larsen, Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a meeting of the Township Board held on the 22nd day of April 2019. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Laurie Larsen, Township Clerk

EXCERPTS OF MINUTES

At a regular meeting of the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at the Township Hall at 13300 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 22nd day of April 2019, at 7:00 p.m., local time.

PRESENT:

ABSENT:

The Township Supervisor advised the Township Board that the next order of business was the consideration of setting a date for a hearing on a special assessment roll for the construction and acquisition of certain street improvements.

The following resolution was offered by _____ and supported by _____:

RESOLUTION #19-04-06

WHEREAS, by resolution adopted on April 22, 2019, the Superintendent was directed to make a special assessment roll for Water Special Assessment District No. 2019-03 in conformance with paragraph 4 of that resolution; and

WHEREAS, the Superintendent has submitted the special assessment roll and his report and certificate in accordance with the instructions specified by this Township Board; and

WHEREAS, the Township Board must appoint a time and a place when it will meet, review, and hear any objections to the special assessment roll;

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

1. The Township Board shall meet at the Grand Haven Charter Township at 13300 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 13th day of May 2019, at 7:00 p.m., local time, to review and hear any objections related to the special assessment roll.

2. The special assessment roll shall be available for public inspection at the Township office during normal working hours until the public hearing and also at the public hearing.

3. Notice of this hearing shall be given by publishing the same twice prior to the hearing in a newspaper circulating in the Township, and also by mailing the notice, as required by Michigan Act 162 of 1962, as amended, Michigan Act 188 of 1954, as amended, 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, whose name appears upon the last Township tax assessment records, addressed to each such owner or party at the address as shown on the tax records. The mailing and the first publication shall be at least 10 days before the date of the hearing. The last Township tax assessment records from which such 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.

4. All resolutions in conflict in whole or in part are revoked to the extent of such conflict.

YES:

NO:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Dated: April 22, 2019.

Laurie Larsen, Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting of the Township Board held on the 22nd day of April 2019. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Laurie Larsen, Township Clerk



Administrative Memo

TO: Township Board
FROM: Andrea Dumbrell, Human Resources Director
DATE: April 18, 2019
RE: Alcohol and Drug-Free Policy Revision

In November 2018, 4.2 million voters in Michigan voted for Proposal 1, which resulted in the State allowing the legal possession, use and cultivation of marihuana products (within certain limits) by individuals who are at least 21 years of age and older. For the safety of our staff and residents, our Alcohol and Drug-Free Workplace Policy should be reviewed and updated to ensure the Township is not allowing employees to work while under the influence of any intoxicating drug, including marihuana.

In summary the recommend policy changes include reference to the Drug-Free Workplace Act of 1988; points to the unacceptable safety risks of controlled substances; clarifies Federal Schedule I drugs as violations of policy, regardless of state law; further clarifies that legal recreational use of marihuana and medical marihuana is a violation of the policy; allows Med-1 as an additional test site; and corrects the acronym for our employee assistance provider.

By moving to the attached, revised policy, the Township will be clearer with what is a violation in the Alcohol and Drug-Free Workplace Policy. If the Township Board supports the recommended revisions to the policy, from the Personnel Committee, the following motion could be offered for consideration:

Motion to approve Resolution 19-04-07, authorizing the revisions of the Alcohol and Drug Free Workplace Policy as submitted.

If you have any questions regarding the recommended revisions to the policy, please do not hesitate to contact me.

At a regular meeting of the Township Board of Grand Haven Charter Township, Ottawa County, Michigan, held at the Township Hall at 13300 168th Ave., Grand Haven, Michigan 49417, on April 22, 2019, at 7:00 p.m., local time.

PRESENT:

ABSENT:

The following resolution was offered by Trustee _____ and seconded by Trustee _____

RESOLUTION 19-04-07

WHEREAS, Grand Haven Charter Township (“Township”) has adopted a Personnel Policies and Procedures Manual; and,

WHEREAS, the Grand Haven Charter Township Board (“Township Board”) believes that it is in the best interest of the Township to amend various sections of the Personnel Policies and Procedures Manual from time-to-time as necessary; and,

WHEREAS, voters in the State of Michigan voted for Proposal 1, in November 2018, allowing the legal possession, use and cultivation of marihuana products, within certain limits, by individuals who are at least 21 years of age and older; and,

WHEREAS, the United States Drug Enforcement Administration classifies marihuana as a Schedule I drug with no currently accepted medical use and a high potential for abuse; and,

WHEREAS, Grand Haven Charter Township, for the safety of the staff and residents, will not allow employees to work under any intoxicating drug, including marihuana; and,

WHEREAS, the proposed amendment has been reviewed by the Personnel Committee and recommended for approval; and,

WHEREAS, the Township Board believes that it is reasonable and appropriate to adopt this amendment, clarifying the Alcohol and Drug-Free Workplace Policy.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. That Section 7.15, is to read in its entirety as follows:

7.15 ALCOHOL AND DRUG-FREE WORKPLACE POLICY

7.15a Purpose and Goal

Grand Haven Charter Township is committed to creating a drug and controlled-substance free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines the Township's ability to operate effectively and efficiently. The Township encourages employees to voluntarily seek help with drug and alcohol problems.

7.15b Covered Persons

This policy covers any individual who is conducting business for the Township, is applying for a position with the Township, or is conducting business on the Township's property. This policy includes, but is not limited to, department directors, supervisors, employees, contractors, volunteers, interns, applicants, officials and appointees ("covered persons" or "Persons").

7.15c Covered Activities

The Township's alcohol and drug-free workplace policy applies whenever a covered person is reporting for, representing, or conducting business for the Township, on or off Township premises, in Township or non-Township vehicles. This includes the commute time of persons responding to a Township callout or pager ("covered activities").

7.15d Prohibited Behavior

The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in covered activities is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that, in the opinion of the Township, it impairs an employee's ability to perform covered activities or threatens the reputation or integrity of the Township.

The Township will not allow covered persons to perform their duties while being under the influence of alcohol or an illegal drug; possessing or consuming alcohol; or taking prescribed drugs that adversely affect their ability to safely and effectively perform their job responsibilities. Covered persons who are taking medication prescribed by a physician which may affect their ability to safely and effectively do their jobs should inform their immediate supervisor. If the Township concludes that such medication may impair the covered persons' ability to perform their job or would increase the likelihood of injury, the covered persons may be required to take sick leave. Covered persons taking prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce the container if asked.

Employees who have been issued a prescription for medical marijuana are not excused from complying with this policy. All Federal Schedule I drugs are illegal under this policy, regardless of State law. A positive test result for marijuana will not be excused even if the employee presents a valid medical marijuana card or has engaged in lawful recreational use of marijuana.

Any illegal drugs or drug paraphernalia or controlled substances possessed illegally will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

7.15e Drug and Alcohol Testing

To ensure the accuracy and fairness of the Township's testing program, testing will include a screening test, a confirmation test if the screening test is positive or pending, review by a Medical Review Officer, the opportunity for covered persons who test positive to provide a legitimate medical explanation (such as a physician's prescription) for the positive result, and a documented chain of custody.

All drug and alcohol testing information will be maintained in the Person's medical file.

A. Required Testing

All covered persons, as a condition of association with the Township, will be required to participate in pre-employment, post-accident, post-injury, reasonable suspicion, return-to-duty, and follow-up testing as prescribed in this policy, to the extent the testing is applicable to the covered persons.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP) and alcohol.

Testing for the presence of alcohol must be conducted by Workplace Health or Med-1 (during business hours), Med-1 or Mercy Health Partners (Hackley Hospital/Mercy Hospital Campuses) Emergency Rooms (evenings/weekends). In the event that utilizing Workplace Health Mercy Health Partners, or Med-1 is not possible, testing may be performed at the North Ottawa Community Hospital Emergency Room or another certified testing facility. Confirmation testing will be performed at the location designated by the testing facility.

Testing for the presence of the metabolites of drugs must be conducted by Workplace Health or Med-1 (during business hours), Med-1 or Mercy Health Partners (Hackley Hospital/Mercy Hospital Campuses) Emergency Rooms (evenings/weekends). In the event that utilizing Workplace Health, Mercy Health Partners, or Med-1 is not possible, testing may be performed at the North Ottawa Community Hospital Emergency Room or another certified testing facility. Confirmation testing will be performed at the location designated by the testing facility.

Types of Testing Include:

1. Pre-Employment Testing

All employment applicants must pass a drug test before beginning work. Refusal to submit to testing will result in disqualification of further employment consideration.

2. Reasonable Suspicion Testing

Covered persons are subject to testing based upon (but not limited to) observations by department directors or other supervisors of any apparent violation of this policy. All levels of supervision making this decision must utilize the "Immediate Observation Form" to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs and/or alcohol. If the results of the "Immediate Observation Form" indicate further action is justified, before sending an employee for testing, another trained supervisor shall verify the results.

The Person will be advised that the Township believes there is reasonable suspicion to believe the Person has violated this policy and that this test is being offered to confirm or deny this suspicion. Testing must take place within two hours of the reasonable suspicion.

A union representative should be present whenever possible for all unionized employees and another trained supervisor should be present whenever possible for all others. *Under no circumstances will the covered person be allowed to drive to the testing facility. A department head or supervisor and a union representative (if applicable and if available) must escort the Person.*

3. Post-Accident/Injury/Illness ("Incident") Testing

Covered persons may be subject to testing when they are involved in incidents that:

- a. Damage a Township vehicle, machinery, equipment, or property;
- b. Result in an injury/illness to themselves or another person requiring off-site medical attention; or
- c. Include a probable belief circumstance.

A probable belief circumstance will be presumed to arise in any instance involving an accident, injury, or illness in which:

- a. A covered person engaged in covered activities was operating a motorized vehicle and is found to be responsible for causing the accident, or
- b. The incident may involve an insurance claim or liability.

In any of these instances, the investigation and subsequent testing must take place within two hours following the incident. *Under no*

circumstances will the covered person be allowed to drive to the testing facility.

4. Follow-Up Testing

Covered persons who have tested positive, or otherwise violated this policy, are subject to discipline, up to and including discharge or other separation from the Township. Depending upon the circumstances and the Person's work history/record, the Township may offer a covered person who violates this policy or tests positive the opportunity to return to the Township on a last chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by the Township.

B. Pending Results

Any covered person whose test must go for confirmation will be immediately removed from duty and suspended in accordance with Section 8.1 of the Personnel Policies and Procedures Manual pending confirmation test results. A supervisor or department head will make arrangements for the person to be transported home from the testing facility. If the confirmation test shows a negative result, the covered person will be paid for any lost scheduled work time.

C. Positive Results

Any covered person who tests positive for drugs or has an alcohol test result over .02 will be immediately removed from duty and a supervisor or department head will make arrangements for the Person to be transported home from the testing facility. The Person will be disciplined in accordance with the Consequences section of this policy.

D. Refusing Testing

A covered person will be subject to the same consequences of a positive test if the Person refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person, sends an imposter, will not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the test.

E. Test Results Unavailable

If test results are unavailable (in cases other than a pending result/need for confirmation), the employee will be off duty with pay for any scheduled hours until a negative result can be obtained.

7.15f Consequences

One of the goals of this policy is to encourage covered persons to voluntarily seek help with alcohol or drug problems. If, however, a Person violates this policy, the consequences are serious. Following removal from duty for a first positive test, the Person will be subject to discipline up to and including discharge or other separation from the Township. Employees will be treated in accordance with Section 8.1 of the Personnel Policies and Procedures Manual.

The Township may, in its discretion, allow a covered person to sign a Last Chance Agreement which includes referral to the Township's Employee Assistance Program ("EAP") for assessment and recommendations as well as a waiver of the right to contest any termination resulting from a subsequent positive test.

Nothing in this policy prohibits the Person from being disciplined or discharged or otherwise separated from the Township for other violations or performance problems.

7.15g Last Chance Agreements

Following a violation of this policy, a covered person may be offered an opportunity to participate in rehabilitation. In such cases, the Person must sign and abide by the terms set forth in a Last Chance Agreement as a condition of continued employment.

Upon release by the EAP to come back to work, the Person will be required to pass a Return-to-Duty (drug and alcohol) test.

The Person may periodically be required to have follow-up drug and alcohol testing for a specified period of a minimum of one year following the date of the positive test. If the covered person either does not complete any assigned rehabilitation program or tests positive after completing the rehabilitation program, the covered person will be subject to immediate termination or other separation from the Township.

The Person will be terminated immediately if the Person tests positive a second time or violates a Last Chance Agreement.

7.15h Assistance

The Township recognizes that alcohol and drug addictions are treatable illnesses. The Township also realizes that early intervention and support improve the chances for success of rehabilitation. To support Township employees and other covered persons, this policy:

- Offers all employees and their family members assistance with alcohol and drug problems through the EAP;
- Encourages covered persons to seek help if they are concerned that they or any family members may have a drug or alcohol problem;

- Encourages covered persons to utilize the services of qualified professionals to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help; and
- Allows the use of any accrued paid leave while employees seek treatment for alcohol and other drug problems.

Treatment for alcoholism or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the covered person.

7.15i Confidentiality

All information not otherwise generally known and received by the Township through the implementation of this policy is confidential communication, unless otherwise provided by law. Access to this confidential information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies. Records may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of a covered person.

7.15j Shared Responsibility

A safe and productive drug and alcohol-free workplace is achieved through cooperation and shared responsibility. Both covered persons and management have important roles to play.

All covered persons are required to not report for duty or be on call while their ability to perform Township responsibilities is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, covered persons are encouraged to:

- Be concerned about maintaining a safe environment at the Township;
- Support fellow covered persons in seeking help;
- Use the EAP as able and as necessary; and
- Report dangerous behavior to a supervisor or department head.

It is the responsibility of Township department directors and supervisors to:

- Inform covered persons of this policy;
- Observe the performance of covered persons;
- Investigate reports of dangerous practices;

- Document negative changes and problems in performance of covered persons;
- Counsel covered persons as to expected performance improvement;
- Refer covered persons to the EAP, as necessary and to the extent they are eligible; and
- Clearly state consequences of policy violations.

7.15k Communication

Communicating this policy to all covered persons is critical to its success. To ensure all covered persons are aware of their role in supporting this policy:

- All employees will receive a written copy of the policy (other covered persons may be provided with a written copy as well, but the Township's failure to do so shall not excuse their non-compliance with this policy);
- The policy will be reviewed in orientation sessions with new employees;
- Every supervisor will receive training to assist recognition and management of covered persons with alcohol and other drug problems.

7.15l Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the Township in writing within five calendar days of the conviction. The Township will take appropriate action within 30 days of notification in accordance with the Consequences section of this policy. Federal contracting agencies will be notified when appropriate.

7.15m Searches

Entering the Township's property constitutes consent to searches and inspections. If a covered person is suspected of violating this policy, the Person may be asked to submit to a search or inspection at any time. Covered persons shall have no expectation of privacy in any Township-provided or owned lockers, desks, work stations, computers, vehicles or any other equipment.

7.15n Conflict

If the language of this policy conflicts with any language in a collective bargaining agreement to which the Township is a party, the collective bargaining agreement shall prevail.

(Amended 4/27/2010, 10/27/2014, 04/22/2019)

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

YES:
NO:
ABSENT:

RESOLUTION DECLARED ADOPTED.

DATED: April 22, 2019

Laurie Larsen, Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Grand Haven Charter Township, Ottawa County, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on April 22, 2019, 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