According to the Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540). According to the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications. Public meetings are monitored, and violations of statutes will be prosecuted.

Zoom Meeting: go to www.zoom.us/join  
Meeting ID: 945 2902 0966 | Passcode: 782799

WORK SESSION – 6:00 P.M.
1. Discussion of Priorities and Goals (Business Plan) for 2021
2. Other Items of Interest

REGULAR MEETING – 7:00 P.M.

I. CALL TO ORDER

II. ROLL CALL

III. STATEMENT ON REMOTE MEETING

IV. APPROVAL OF MEETING AGENDA

V. PUBLIC COMMENTS – (Agenda Items Only)
   If you would like to comment on an Agenda Item Only, please click “Raise Hand” at the bottom of your screen or press Alt+Y. The Zoom Moderator will unmute you when it is your turn to speak. Comments will be limited to three (3) minutes.

VI. CONSENT AGENDA
   1. Approve January 25, 2021, Regular Board Minutes
   2. Approve Payment of Invoices in the Amount of $268,928.99 (A/P checks of $165,733.55 and payroll of $103,195.44)
   3. Approve Agreement for 2021 Dust Control with MCS ($36,255)
   4. Approve Agreement for 2021 Boat Launch Landscaping ($12,500)
   5. Approve Engineering Agreement with Prein&Newhof for addition of Generator at Ferris Street Lift Station ($16,600)
   6. Approve Engineering Agreement with Prein&Newhof for 160th Avenue Paving (including water and pathway) Project ($207,400)
   7. Approve Agreement for Hofma Park and Preserve Natural Resources Study ($12,000)
   8. Re-Appointment of Construction Board of Appeal Members (i.e., Brock Hesselsweet, Rich Buitenhuiz, Patrick Morden, Lyle Rycenga and Randy Wagenmaker) with terms ending on April 1, 2023
VII. PRESENTATION – Ottawa County Water Resources Commissioner Joe Bush – Beachtree Drain Project – Proposed $1.6 million Assessment Roll

VIII. OLD BUSINESS
1. Approve Resolution 21-02-01 – Supporting the Closure of Warner and Pierce Street Railroad Crossings
2. Approve Resolution 21-02-02 – Allied Waste (dba Republic) Waste Hauling Agreement
3. Approve Resolution 21-02-03 – Approving Poverty Exemption Policy

IX. NEW BUSINESS
1. Approve Donation of Surplus Office Chairs to Robinson Township Fire Department

X. REPORTS & CORRESPONDENCE
1. Committee Reports
2. Manager’s Report
   a. FEMA CRS – Activity 510 Progress Report
   b. January Building Report
   c. January Enforcement Report
   d. January Public Services Report
3. Other

XI. PUBLIC COMMENTS – (Non-Agenda Items)
If you would like to comment on a Non-Agenda Item Only, please click “Raise Hand” at the bottom of your screen or press Alt+Y. The Zoom Moderator will unmute you when it is your turn to speak. Comments will be limited to three (3) minutes.

XII. ADJOURNMENT
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. ROLL CALL
Board members present: Larsen, Wagenmaker, Kieft, Meeusen, Redick, Behm, and Reenders
Board members absent:

Also present was Manager Cargo, Community Development Director Fedewa, Finance Director Sandoval, and Human Resource Director Dumbrell.

III. STATEMENT ON REMOTE MEETING
It was noted that the Township Board was meeting remotely on the Zoom platform because of health concerns associated with COVID-19 pandemic. Information on this remote meeting has been posted so that the public may participate. All elected officials present noted that they are meeting remotely and are located within Grand Haven Charter Township, except for Supervisor Reenders who is located in Grand Haven City.

IV. APPROVAL OF MEETING AGENDA
Motion by Trustee Behm and seconded by Treasurer Kieft to approve the meeting agenda. Which motion carried pursuant to the following roll call vote:
Ayes: Larsen, Wagenmaker, Kieft, Meeusen, Redick, Behm, Reenders
Nays: 
Absent: 

V. PUBLIC COMMENTS – (Agenda Items Only)
Supervisor Reenders announced that a period for public comments on agenda items was now opened.

Manager Cargo noted that if a person would like to comment on an Agenda Item Only, please click “Raise Hand” at the bottom of your screen or press Alt+Y. The Zoom moderator (i.e., Stacey Fedewa) will unmute you when it is your turn to speak. Comments will be limited to three (3) minutes.

There being no public comments, Supervisor Reenders announced that the period for public comments on agenda items was now closed.

VI. APPROVAL OF CONSENT AGENDA
1. Approve January 11, 2021, Regular Board Minutes
2. Approve Payment of Invoices in the Amount of $272,826.23 (A/P checks of $147,662.70 and payroll of $125,163.53)
3. Approve Hofma Park Lift Station Upgrade Bid ($73,000)  
4. Approve 2021 Subdivision Paving List ($263,815)  
5. Re-Appointment of Brock Hesselsweet to Planning Commission for Term Ending 8/31/24

Motion by Treasurer Kieft and seconded by Trustee Behm to approve the items listed on the Consent Agenda. Which motion carried, pursuant to the following roll call vote:
Ayes: Kieft, Reenders, Meeusen, Behm, Wagenmaker, Larsen, Redick  
Nays:  
Absent:

VII. PRESENTATION LOUTIT DISTRICT LIBRARY  
Director John Martin and Loutit Board Representative Cathy Rusco shared information from the Annual Report of the District Library and responded to questions.

VIII. OLD BUSINESS  
1. Motion by Trustee Redick supported by Trustee Behm to approve Resolution 21-01-04 approving the necessary ballot language and resolution for the renewal of the 0.95 Harbor Transit & Streets millage for the May 4th election. Which motion carried pursuant to the following roll call vote:
Ayes: Wagenmaker, Larsen, Kieft, Reenders, Behm, Meeusen, Redick  
Nays:  
Absent:

2. Motion by Clerk Larsen supported by Trustee Meeusen to approve Resolution 21-01-05 that approves the ballot language for the renewal of a 0.25 mills millage rate for the purpose of providing funds to be paid to the North Ottawa County Council on Aging (dba Four Pointes), at an election held on Tuesday, May 4th. Which motion carried pursuant to the following roll call vote:
Ayes: Meeusen, Behm, Larsen, Kieft, Redick, Wagenmaker, Reenders  
Nays:  
Absent:

VIII. NEW BUSINESS  
1. Motion by Treasurer Kieft supported by Clerk Larsen to approve Resolution 21-01-06 authorizing the Duty Status Pay Policies, as submitted, retroactive to January 4, 2021. Which motion carried pursuant to the following roll call vote:
Ayes: Reenders, Kieft, Behm, Meeusen, Larsen, Redick, Wagenmaker  
Nays:  
Absent:

IX. REPORTS AND CORRESPONDENCE  
a. Committee Reports  
i. Trustee Redick noted that NORA’s finances indicate that Revenues fell by 37%; but this was offset by a 40% decline in expenditures. NORA is beginning to callback staff in anticipation of re-opening recreation programs.
ii. Trustee Behm noted that the RFP for the Fire/Rescue station study is being reviewed by a number of firms.

iii. Trustee Wagenmaker would like to have a joint meeting with the Planning Commission. Discussion occurred regarding “Missing Middle” housing density within the Township and whether it was appropriate.

b. Manager’s Report, which included:
   i. December Public Services Report
   ii. 2021 Project List
   iii. Manager Cargo noted that Supervisor Reenders has recommended a Board work session for the February 8th Board meeting to review the major projects for 2021-2022 and to consider any specific projects that the elected officials offer (e.g., minimum dwelling size, leash rules for dogs in parks, etc.). Manager Cargo will forward the cover memo for this meeting ASAP.
   iv. Manager Cargo noted that the discussion on the closing of Pierce and Warner (and the railroad crossings) has been postponed. In brief, the Road Commission, who would have to approve any closures, wants to discuss the matter and how the monies would be spent. Staff will be meeting with MDOT and the OCRC during a Zoom meeting on Tuesday.

c. Others

X. PUBLIC COMMENTS
Supervisor Reenders announced that a period for public comments on non-agenda items was now opened.

Manager Cargo noted any person would like to comment on a non-agenda item only, please click “Raise Hand” at the bottom of your screen or press Alt+Y. The Zoom moderator will unmute you when it is your turn to speak. Comments will be limited to three (3) minutes.

There being no public comments, Supervisor Reenders announced that the period for public comments on agenda items was now closed.

XII. ADJOURNMENT
Motion by Clerk Larsen and seconded by Trustee Meeusen to adjourn the meeting at 7:42 p.m. Which motion carried, pursuant to the following roll call vote:
Ayes: Redick, Meeusen, Kieft, Wagenmaker, Larsen, Reenders, Behm
Nays:
Absent:

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Mark Reenders
Grand Haven Charter Township Supervisor
SUPERINTENDENT'S Memo

DATE: February 1, 2021

TO: Township Board

FROM: Bill Cargo

SUBJECT: 2021 Goal Setting Session of the Township Board

The following is the current Township 2021 Business Plan that contains specific priorities that have already been approved/budgeted by the Township Board. These are categorized by the goals contained within the attached Township’s Strategic Plan – that was adopted through 2022.

These 2021 projects include:

1. **Maintain Healthy Financial Balance**
   - Support and plan for a Parks Improvement Bond Millage election for May that provides $6 million for a variety of park capital projects. Complete voter education (e.g., 90-second doodle animation project through Ydraw, targeted information to key support groups – athletic groups, pickleball clubs, etc.). (Project completion – May.)
   - Support and plan for the renewal of the 0.95 Harbor Transit and Street Maintenance millage. Complete voter education regarding how monies from this property tax are utilized (e.g., educational insert with Change of Assessment notices, electronic newsletters, Facebook, coordination with Harbor Transit, etc.). (Project completion – May.)

2. **Deliver Superior Essential Services that Can Best be Provided by the Township**
   - Complete Fire Station Facility Study to determine if the station should be renovated or razed to meet future space needs. (Project completion – December.)
   - Re-open Township offices for staff and public while maintaining COVID-19 safety protocols. (Project completion – No later than April 15th.)
   - Hire Public Services Director (i.e., individual plays a key role in delivery of services). (Project completion – no later than May 24th.)
   - Hire Public Services Foreman (i.e., individual will be part of succession plan for upcoming retirement of key Public Service staff). (Project completion – April.)
   - Review/renewal of Superintendent’s employment agreement. (Project completion – No later
than December 31st.)

✓ Continue the “Grand Way” program to ensure superior customer service. (ongoing.)

3. **Maintain and Improve Infrastructure**
   - Complete 160th Avenue Paving Project (i.e., $1.65 million) between Ferris Street and Lincoln Street (which includes watermain loop and pathway extension). (Project completion – November.)
   - Change outlet of Hofma Park lift station from Hidden Creek lift station to gravity sewer on the West side of US-31 (i.e., $880k). (Project completion – November.)
   - Upgrades to Hofma Park lift station (i.e., $410k). (Project completion – November.)
   - Extend sanitary sewer to West side of US-31 at Comstock Street (i.e., $870k) (Project completion – November.)
   - Pottawattomie Park waterfront restoration (i.e., $260k). (Project completion – November.)
   - Annual Subdivision Resurfacing (i.e., $264k) (Project completion – September.)

4. **Establish Strong Partnerships (Collaboration)**
   - Complete agreements with the Michigan State Department of Natural Resources on both the Bethig land acquisition project and the Witteveen Farm development project. (Project completion – June.)

5. **Economic Development**
   - Master Plan update with focus on the following key areas: (Project completion – December.)
     ✓ Future industrial land use (e.g., former Zelenka property, property adjacent to “Green Acres, etc.).
     ✓ Missing Middle Housing – target areas for higher density usage for low- and middle-income housing.
     ✓ Other areas of discussion (e.g., green infrastructure plan, broadband service, etc.)
   - Review Downtown Development Authority Tax Increment Finance Plan – expansion of TIF border and/or additional projects. (Recommendation from Planning Commission expected in March.)
   - Emphasize the development “Walkability” within the Township through the following:
     ✓ Extension of sidewalks along west side of 172nd Avenue between Comstock and city limit and mid-block crosswalk installation (i.e., $169k). (Project completion – November.)
     ✓ Extension of pathway along Rosy Mound Drive from High School driveway to Lakeshore (i.e., $97k) (Project completion – November.)
Assuming that the Strategic Plan goals and short-term objectives remain valid, I would suggest that the elected officials accomplish the following two items:

1. **Define how various Board members define a “successful” term of office** *(e.g., what do individual elected officials want to accomplish over the next four years and is there consensus)?* This can be accomplished by either holding Board discussions *(with or without a moderator)* or holding individual meetings with the Manager to list the top priorities of each elected official.

2. **Determine if there are individual projects (i.e., small items) that one or more elected officials want to add to the 2021 Project List** *(e.g., the COPS have requested a review of the “Leash Law” within Township parks; Supervisor Reenders has asked to review the 800 square foot minimum of single family homes, etc.).* Discussion can be held at any work session and, with consensus on any new “task”, the project can be added to the 2021 Project List.

Please feel free to contact me prior to the meeting with any questions or comments.
GRAND HAVEN
CHARTER TOWNSHIP
STRATEGIC PLAN
2019 — 2022

GRAND HAVEN TOWNSHIP BOARD
Mark Reenders, Supervisor
William Kieft III, Treasurer
Laurie Larsen, Clerk
Howard Behm, Trustee
Cal Meeusen, Trustee
Ron Redick, Trustee
David Gignac, Trustee
Above all else, our purpose is to provide superior customer service to our community
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
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<tbody>
<tr>
<td>Strategic Planning</td>
<td>3</td>
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<tr>
<td>Our Strategic Planning Process</td>
<td>4</td>
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<tr>
<td>Our Mission</td>
<td>5</td>
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<tr>
<td>Our Goals</td>
<td>6</td>
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<tr>
<td>Maintain a Financial Balance</td>
<td>7</td>
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<tr>
<td>Deliver Superior Essential Services</td>
<td>9</td>
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<tr>
<td>Maintain and Improve the Infrastructure</td>
<td>10</td>
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<tr>
<td>Establish Strong Partnerships within Community</td>
<td>12</td>
</tr>
<tr>
<td>Support and Retain Economic Development</td>
<td>13</td>
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</tbody>
</table>
Simply put, strategic planning is an organization’s process for defining its direction and identifying objectives to guide decisions regarding the allocation of capital and people. The focus of a strategic plan is typically on the whole organization and they are established for a specific timeframe, typically three to five years. Since strategic planning cannot foretell exactly how the marketplace will evolve and what issues will surface over time, it is essential to re-visit this plan on an annual basis.

Why is the Township doing a Strategic Plan?

Grand Haven Charter Township is a desirable place to live with its beautiful natural features, lakeshore location, and reasonable commute to regional employment centers. Over the last 20 years the Township has become the largest of the Northwest Ottawa communities in terms of area (28+ square miles), population (17,000+), and tax base (SEV over $1 billion). This rapid growth has led to an increased demand for public services.

Although growth is not as robust as the pre-2006 levels, the current growth rate is expected to continue. Consequently, the Township is facing questions regarding the levels of service and capital projects designed to improve both safety and quality of life of its residents.

How will the Township use the Strategic Plan?

The plan will be used as a tool to:

- Assist with communicating the Township’s goals
- Assure that elected officials are all “on the same page”

- Set priorities and make decisions
- Monitor and measure implementation progress
- Identify needed changes
Grand Haven Township strives to meet the changing needs of our community. In 2016, the Resilient Grand Haven Master Plan was adopted. This was a joint effort between the Township and City of Grand Haven. By crafting cohesive plans the greater Grand Haven community is better served.

The current Zoning Ordinance was adopted in 1999. To be good stewards of the community’s wants and needs, it was determined the Ordinance needed to be updated.

In 2019, the Township is expected to adopt a new Zoning Ordinance. It will support the goals and objectives the community created in the Master Plan. It will also reflect the current qualities of life the community enjoys. For example, outdoor-living is more valued today than it was in the late-90s, so new provisions will support those activities and interests, which have lead to our new standard of living.

Improving walkability throughout the Township is another priority. For example, through a voter-approved millage another 10 miles of pathway is being constructed. The Board has approved a project to install a sidewalk on the south side of Robbins Road, as well as adding mid-block crosswalks on 172nd Avenue at Timber View Apartments and on Lakeshore Drive at the entrance to Rosy Mound.
Grand Haven Charter Township
Provide. Protect. Prepare.

- **Provide** essential services and superior customer service for all who live, work and visit the community.
- **Protect** the people and the resources entrusted to us.
- **Prepare** for future challenges and opportunities.

The 2019 Mission statement shows an evolution from the original 1997 Strategic Plan Mission statement:

“The mission of the Grand Haven Charter Township Board is to provide those professional quality services that can best be furnished by the Township and are necessary for the health, safety and welfare of the residents.

The Township shall continually improve these services to accommodate the needs and expectations of the residents, who are the customers and stakeholders of the Township.”

The 1997 Mission Statement recognize the fiscal constraints that exist even during periods of growth and placed an emphasis on meeting the service needs of the citizens.
OUR GOALS

Maintain a Healthy Financial Balance that Reflects Current Revenues and Future Projections (see page 7)

Deliver Superior Essential Services that Can Best Be Provided by the Township (see page 9)

Maintain and Improve the Infrastructure that is Necessary to Enhance the Community’s Health, Safety, and Quality of Life (see page 10)

Establish Strong Partnerships within Our Community, with Our Neighbors, and with Other Governmental Agencies to Promote Shared Essential Services and Resources (see page 12)

Support and Retain Economic Development that Enhances the Quality of Life in Balance with the Protection of Our Community Character (see page 13)
GOAL: Maintain a Healthy Financial Balance that Reflects Current Revenues and Future Projections

Grand Haven Charter Township maintains twelve (12) funds with majority of operations found in nine (9), including the General Fund, Fire/Rescue Fund, Police Services Fund, DDA Fund, Municipal Street Fund, Pathway Fund, IT Fund, Water Fund and Sewer Fund. In general, monies from one fund cannot be transferred to other funds.

The $3.4± million annual expenditures from the General Fund are the source of many of the services associated with local government, such as assessing, building and zoning services, parks, elections, drain maintenance, etc. Grand Haven Charter Township relies on various sources of revenues to supply its General Fund, including property taxes, fees and state revenue sharing. Most of the revenue sources are stable with the exception of the building fees that can vary widely.

Although the Township collects over $22 million in property taxes each year, the vast majority of these taxes are not kept by the Township. Rather, they are distributed to the State of Michigan, the local school districts, Ottawa County and other taxing jurisdictions. For every tax dollar that the Township collects, about 87.2 cents is distributed to others.
Objectives:

- Adopt policies that support — “living within our means.”
- Have sufficient financial reserves to respond to emergencies, economic downturns, and future capital spending.  (Current policy has a minimum unrestricted General Fund fund balance of $1.6 million.)
- Prioritize taxing and spending to focus on both safety and “quality of life”.

Low Millage Rate

Grand Haven Township’s millage rate is the 5th lowest of all 24 municipalities in Ottawa County and is about 4.12 mills below the average.
GOAL: Deliver Superior Essential Services that Can Best Be Provided by the Township

Grand Haven Charter Township provides a broad array of public services and amenities to its citizens. The Township recognizes that unlike the private sector, citizens cannot “choose” to do business or receive their services from another local government or agency. With this in mind, the Township staff adopted the creed that “Above all else, our purpose is to provide superior customer service to our community.”

As the Township’s population has increased, so has the demand for services and the need to both maintain and expand the existing infrastructure (e.g., pathways, streets, drain districts, bus service, etc.).

The Township’s goal is to carefully evaluate and prioritize the services and amenities it offers to ensure they can be provided at the highest possible level and in a fiscally responsible manner.

Under state law, the only services that the Township Board must provide are:

Property assessments, tax collection, and elections.

However, the Board has chosen to provide or support a variety of services, many of which are considered foundational for local governments, including:

1. Fire/Rescue Services  12. Road Maintenance
2. Contracted Police Services  13. Stormwater Maintenance
4. Sanitary Sewer  15. Drain Maintenance
5. Planning and Zoning  16. Trash Collection
7. Parks  18. Liquor Control Enforcement
9. Cemeteries  20. Website and IT Services

Objectives:

- Define and prioritize those essential services that can be best furnished by the Township.
- Continually improve the services provided by the Township, especially those services that relate to public safety (i.e., fire/rescue and police services).
- During the annual budget approval process, review department organization, responsibilities, functions, and staffing (including succession planning).
- Develop a versatile and professional Township workforce that is cross-trained.
- Continue the “Grand Way” program to ensure superior customer service.
- Show appreciation for staff, committee and board service through recognition events, a personal “thank you”, and/or awards.
INFRASTRUCTURE

GOAL: Maintain and Improve the Infrastructure that is Necessary to Enhance the Community’s Health, Safety, and Quality of Life

Grand Haven Charter Township prides itself on the quality infrastructure it provides to its citizens. This is considered to be a basic and fundamental function for the Township.

Even during the so-called “Great Recession,” the Township was able to sustain road maintenance in cooperation with the Ottawa County Road Commission (OCRC) at levels “fair” or higher. And, in cooperation with the Ottawa County Water Resources Commission (OCWRC), the Township was able to maintain the storm systems throughout the community.

Objectives:

- Establish and implement asset management principles for roads in the Township to address issues of safety, mobility and community character.
- Maintain funding source for basic infrastructure maintenance (e.g. roads, pathways and storm drains).
- Provide high quality water and sewer services.
- Collaborate and partner with other communities and agencies to provide and maintain essential infrastructure and services.
- Use technology to enhance services and to increase efficiencies in every aspect of operations.
- Integrate other Township plans with the Strategic Plan and use these as key tools in making decisions regarding operations, capital investments, and natural resource protection.
- Maintain and refine planning and zoning requirements so they are responsive to community character and priorities.
## Infrastructure Facts Sheet

<table>
<thead>
<tr>
<th>INFRASTRUCTURE</th>
<th>WHAT DO WE HAVE?</th>
<th>FUNDING SOURCE</th>
<th>FACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ROADS</strong></td>
<td>107.09 Miles of Public Roads</td>
<td>OCRC Tax Monies Municipal Street Fund</td>
<td>At the end of 2018, all of the subdivision roads were rated “5” or better on the Pavement Surface Evaluation and Rating System (PASER) where “10” is excellent.</td>
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<tr>
<td></td>
<td>24.21 Primary</td>
<td>General Fund</td>
<td></td>
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<tr>
<td></td>
<td>40.41 Subdivision</td>
<td>Transportation Revenues are increasing</td>
<td></td>
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<tr>
<td></td>
<td>23.79 Paved Local</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>18.68 Gravel</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DRAINS</strong></td>
<td>17 County Drainage Districts</td>
<td>Special Assessments General Fund</td>
<td>All costs are paid through assessments, except for minor maintenance (<em>i.e.</em>, less than $10,000).</td>
</tr>
<tr>
<td><strong>WATER</strong></td>
<td>110.2 Miles of Main</td>
<td>Water Use Fees Connection Fees</td>
<td>A cost of service rate study was completed in 2015. Next Study will be in 2020.</td>
</tr>
<tr>
<td></td>
<td>Two 500,000 Gallon Elevated Storage Tanks</td>
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<tr>
<td></td>
<td>5 Meter Stations or Vaults</td>
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<tr>
<td></td>
<td>5,360 Taps</td>
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<tr>
<td><strong>SEWER</strong></td>
<td>30.34 Miles of Main</td>
<td>Sewer Use Fees Connection Fees</td>
<td>A cost of service rate study was completed in 2015. Next Study will be in 2020.</td>
</tr>
<tr>
<td></td>
<td>9 Pump Stations</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>860 Connections</td>
<td></td>
<td></td>
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<tr>
<td><strong>PATHWAY</strong></td>
<td>33.3 Miles by 2020</td>
<td>Expansion = Millage Maintenance = General &amp; Pathway Fund</td>
<td>A significant expansion will be completed in 2019.</td>
</tr>
<tr>
<td><strong>PARKS</strong></td>
<td>Township 6 Parks = 596 Acres</td>
<td>General Fund Grants Donations Special Millages</td>
<td>The Township continues discussions to add additional park lands for active recreation immediately south of Hofma Park &amp; Preserve.</td>
</tr>
<tr>
<td></td>
<td>Ottawa County 3 Parks = 597 Acres</td>
<td></td>
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</tr>
<tr>
<td><strong>CEMETERIES</strong></td>
<td>Historic Cemetery Lakeshore Cemetery</td>
<td>General Fund User Fees</td>
<td>A planned expansion of the Historic Cemetery will begin in 2019.</td>
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</tr>
</tbody>
</table>
STRICT PARTNERSHIPS

GOAL: Establish Strong Partnerships within Our Township, with Our Neighbors, and with Other Governmental Agencies to Promote Shared Essential Services and Resources

To further reduce costs and to provide benefits to the region as a whole, Grand Haven Charter Township is working cooperatively through partnerships with adjacent communities and organizations. In addition to the cost savings that result from improved efficiency, regional cooperation has also led to improved relations with adjacent municipalities and local agencies. The Township currently cooperates on a regional basis in the following ways:

- Grand Haven/Spring Lake Sewer Authority
- Harbor Dredging
- Harbor Transit
- Loutit District Library Authority
- Fire Department Mutual Defined Response Areas
- NOCH Ambulance Authority
- North Ottawa Community Hospital
- North Ottawa Recreation Authority
- North Ottawa Water System (NOWS)
- Regional Economic Development contract
- Resilient Grand Haven Plan
- Robbins Road Corridor Plan
- July 4th Fireworks
- Emergency Management and Planning

Objectives:

- Share positive progress with the community through articles in the newsletters.
- Regularly communicate and be transparent with the community about the real issues facing the region.
- Identify meaningful ways to engage citizens.
- Collaborate with other governmental agencies to provide essential services, enhance natural resources, and support the local economy.
ECONOMIC DEVELOPMENT

GOAL: Support and Retain Economic Development that Enhances the Quality of Life in Balance with Protecting Our Community Character

Community wealth is created by businesses that sell products or provide services to others that are outside of the region. These businesses attract dollars to this region. The Township is fortunate to benefit from three different types of wealth creating businesses – tourism, agriculture and manufacturing.

Grand Haven Charter Township is a unique community that benefits from its proximity to Lake Michigan, the Grand River, and bayous. The economic vitality of the region is sustained by the agricultural, manufacturing, and tourism industries and the community supports its existing businesses and employers. It also encourages economic growth and development. While the makeup of the Township is varied, its rural character is nonetheless a prime asset. This unique dimension adds importance to establishing and maintaining development standards that appropriately respond to community character, surrounding land uses, and environmental features.

- Ottawa County is ranked 3rd in Michigan and 95th in the U.S. in the total value of agricultural production.
- Tourism attracts nearly $58 million each year to the greater Grand Haven area.
- Manufacturing provides for about 36% of the jobs in this region. This is more than 8,000 jobs.
- In comparison, only 12% of jobs in Michigan and only 9% of the jobs in the nation are provided by manufacturing.
- Of the three types of wealth creating businesses in this region, manufacturing is the most important.
Objectives:

- Support business retention and expansion.

- Seek economic development opportunities that provide employment and sustain community character and quality of life.

- Work with businesses and economic development organizations to identify and support the assets necessary for economic growth in alignment with the Township’s Master Plan.

- Collaborate with local agencies, private developers, and neighboring municipalities to attract a new industrial park near the US-31 and M-45 intersection.

- Protect the Township’s environmental features that help define its rural character, including water resources, wetlands, and woodlands.

- Continue a policy of balanced development that is based on community character, surrounding land uses, and environmental features; establish design standards.

- Expand park land to increase active recreational opportunities.

“In order for the Township to be successful, the Township must support and partner with local businesses.”
SUPERINTENDENT'S MEMO

DATE: February 3, 2021

TO: Township Board

FROM: Cargo

SUBJECT: 2021 Dust Control

Attached, please find a proposed contract for the 2021 dust palliative and stabilization program in the amount of approximately $36,255.

I am recommending that GHT proceed with a contract through Michigan Chloride Sales, LLC from St. Louis, Michigan, which is the same firm utilized since 2009, at the application rate of $3,000 gallons per miles for all three treatments.

In brief, the proposed agreement is a continuation of what GHT did over the past decade with the use of mineral well brine solution, which contains total chlorides of about 26%, for gravel road dust control. The mineral well brine would be applied with an 8' strip down each side of the road and an additional third 8' strip down the middle of the road with an application rate of 1,000 gallons per strip or 3,000 gallons per mile.

Further, this would be done three (3) times – late April, late June, and late August (i.e., about every 60 days). GHT has received virtually no complaints regarding the level of dust control or the program’s efficacy since GHT began to use this approach in 2009.

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

Move to authorize the Township Superintendent to execute an agreement with Michigan Chloride Sales, LLC for three applications of a mineral well brine solution for gravel road dust control at an application rate of 3,000 gallons per mile. The total cost of the program will be approximately $36,255.
2021 DUST SUPPRESSION CONTRACT

WITNESS, this Agreement between GRAND HAVEN CHARTER TOWNSHIP whose offices are located at 13300 168th Ave., Grand Haven, Michigan 49417 (“Township”) and MICHIGAN CHLORIDE SALES, LLC of 402 West Jackson Road, St. Louis, Michigan, 48880 (“MCS”).

RECITALS

1. The Township has requested quotes for dust palliative and stabilization on the 18.31 miles of gravel roads within the Township’s boundaries for the 2021 summer season. (See attached map – Exhibit A.)

2. MCS has presented a proposal for the Grand Haven Charter Township dust palliative and stabilization project.

3. The parties are desirous of entering into a formal agreement based upon the work to be performed and the prices contained in the attached accepted proposal.

AGREEMENT

IN CONSIDERATION of the mutual covenants as hereinafter set forth, the parties hereby agree as follows:

1. Work. MCS shall apply a mineral well brine solution that contains a total chloride level of approximately 26% in such concentration and frequency as follows:

   a. An initial application of the mineral well brine solution on continuous spread consisting of an 8' strip down each side of the road with a third 8' strip down the middle with an application rate of 1,000 gallons per strip or 3,000 gallons per mile. This initial application would be applied during the week of April 28th. (The estimated cost of this application would be approximately $12,085.)

   b. A second additional application of the mineral well brine solution on continuous spread consisting of an 8' strip down each side of the road with a third 8' strip down the middle with an application rate of 1,000 gallons per strip or 3,000 gallons per mile. This second application would be applied during the week of June 21st. (The estimated cost of this application would be approximately $12,085.)

   c. A third application of the mineral well brine solution on continuous spread consisting of an 8' strip down each side of the road with a third 8' strip down the middle with an application rate of 1,000 gallons per strip or 3,000 gallons per mile. This third application would be applied during the week of August 25th. (The estimated cost of this application would be approximately $12,085.)
The work to be performed under this contract shall be executed during the summer season of 2020 commencing no earlier than the week of April 28th and completed no later than the week of August 25th, unless previously approved by the Township Superintendent.

2. **Cost.** The Township shall pay separately for each for application based upon a per gallon proposal previously provided.

3. **Permits.** MCS shall be responsible for obtaining all necessary permits from the Ottawa County Road Commission (“OCRC”) to allow MCS to work within the various road rights of way in the Township.

4. **Roads Covered.** MCS shall provide treatment for approximately 18.32 miles of gravel roads within the Township. The Township reserves the right to exclude from treatment any roads that are scheduled for paving or other maintenance during 2021. The Township shall provide a map (Exhibit A) of said roads to MCS; which map may be adjusted from time to time.

5. **Grading.** All treatment shall be applied after grading of the roads by the OCRC. It shall be the sole responsibility of MCS to coordinate treatment with the OCRC’s grading schedules to insure that all roads are graded prior to treatment.

6. **Insurance.** Upon demand from the Township, MCS shall provide proof of insurance coverage naming the Township and the OCRC as additional insured. The insurance coverage shall be in an amount not less than one million dollars ($1,000,000.00) for public liability, casualty, and property damage; and Michigan No-Fault or equivalent vehicle coverage of not less than one million dollars ($1,000,000.00). MCS shall file a copy of such proof of insurance with the Township before work may commence.

7. **Environmental and Indemnification.** MCS shall comply with all government laws, rules, and regulations with regard to the handling of all chemicals or other substances, which may be determined to be hazardous substances. MCS shall be fully responsible for all loss or damage, including restoration, occasioned by the use of any chemicals or other hazardous substances or agents. Further, MCS shall indemnify and hold the Township harmless from all loss or damage, now or in the future, resulting from the performance of the work hereunder including, but not limited to, the use of any chemicals, substances or agents.

8. **Compliance.** MCS shall comply with all laws, rules, and regulations of any governmental unit or agency having jurisdiction over the nature, type, and location of the work performed under this Agreement.

9. **Miscellaneous.** Neither this contract nor any rights under it may be assigned or any duty delegated without the prior written consent of a 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 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 respective parties hereto at the addresses stated on page 1 of this contract or at such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person, electronically, or by ordinary or certified mail properly addressed and with sufficient postage affixed.

This is an integrated contract. It contains the full understanding of the parties and supercedes 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 should be governed by Michigan law except as to matters pertaining to choice of law. The waiver of 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 Agreement 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 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 hereto have executed this Agreement on this 8th day of February 2021.

GRAND HAVEN CHARTER TOWNSHIP,
a Michigan Municipal Corporation

By: ________________________________
William D. Cargo, Superintendent

MICHIGAN CHLORIDE SALES, LLC

By: ________________________________
Karen VanDooren, President
Community Development Memo

DATE: February 2, 2021
TO: Township Board
FROM: Stacey Fedewa, AICP – Community Development Director
RE: Boat Launch Landscaping Plan

BACKGROUND

The boat launch’s name has been indicative of the trouble GHT staff have had to maintain successful landscaping—it’s a battle! The reasons for the issues should not come as a surprise—high water table, roots sitting in water, and ultimately determining the wrong plant species was the problem.

Over the years, the landscaping has become less compliant. Including losing most of the wildflowers approved in the original plan.

TIME TO CALL AN EXPERT

The boat launch won the battle and staff sought the expertise of a professional that specializes in natural plantings—Wesley K. Landon, ASLA of Native Edge that provides “ecologically inspired design.”

Staff worked with Native Edge in 2020 to replace the failing shrubs in the parking lot. Specific species were selected that thrive in this wet environment. This work was completed in early November 2020.
The remaining requirements for landscaping compliance are the wildflowers.

These wildflower plantings are important to the Township for 2 primary reasons.

1. The Hofma Vision plans called for wildflower fields and the Michigan Natural Resources Trust Fund grant will include the beginning stages of creating the first wildflower fields. The boat launch is piloting the Township’s wildflower project.
   - It takes 2-3 growing cycles for the fields to fully establish. Afterwards, they require very little maintenance.

2. These wildflower areas are also known as pollinator fields. Which is important to assist with helping the honeybee and monarch butterflies, whose populations have been declining at an alarming rate.

In order to have an adequate selection of plant species, it is important to order early. Failing to do so will limit options on plant selection and ensuring the species will survive and thrive in that micro-environment.

The proposal came in at budget—$12,500. However, because Native Edge is excited by the project and looking to establish their business along the Lakeshore, over $2,000 is being donated. Meaning the Township is receiving 16% more† value for the same cost.
If the Board agrees with the proposal, the following motion can be offered:

**Motion to approve** the boat launch landscaping project in the amount of $12,500 and authorize Superintendent Cargo to execute the contract with Native Edge.

Please let me know if this raises questions.
Stacey Fedewa, AICP  
Community Development Director  
Grand Haven Charter Township  
13300 168th Avenue  
Grand Haven, MI 49417

RE: Proposal for Native Landscape Installation at the Odawa/Battle Boat Launch.

Dear Stacey,

Thank you for the opportunity to provide Grand Haven Charter Township with a proposal for native landscape installation services for areas at the Odawa/Battle Boat Launch. The information provided in this proposal corresponds with the design developed in 2020 and focuses on the native perennial areas.

Native Edge is proposing to be the point of contact for the entire scope of work and will hire subconsultants for site preparation work as needed. Based on the details of this proposal, Grand Haven Township landscape maintenance staff may assist in certain site preparation activities as needed to reduce the overall construction cost.

SCOPE

This scope of work will involve the following tasks:
- Site Preparation – The proposed planting areas will need to be selectively cleared of existing vegetation to prepare for native plant installation. We are going with a non-invasive approach and proposed to use herbicide to eradicate existing vegetation without disturbing the existing soil. This will include the following items:
  o Using a non-selective glyphosate herbicide to eradicate existing turfgrass in all planting areas.
  o Doing cut-stump treatments on woody vegetation within planting areas and removing vegetation from site.
  o FEE: $1,250
- Landscape Installation – Native Edge will source all landscaping materials for this project and will provide all installation services. This includes the following items:
  o 1,728 Native Perennials
  o 20 Native Shrubs
  o 16 CY Mulch
  o 1 Roll of Erosion Control Blanket or Stone (as needed)
  o Installation
  o FEE: $13,340
FEE

Based on our previous discussions we understand that the Township has set aside a fee of $12,500 for this project. To help ensure we stay within the available budget, we are adjusting our fee by -$2,090. To help realize this cost savings, we will review design alternatives such as modifying species and planting sizes, and selectively contracting the planting boundaries in select locations. If certain site preparation work or landscape supply materials can be provided by Grand Haven Township, we will be able to reduce the fee without modifying the design.

Fee Breakdown

<table>
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<tr>
<th>Service</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Site Prep</td>
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</tr>
<tr>
<td>Landscape Installation</td>
<td>$13,340</td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$14,590</strong></td>
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<tr>
<td>Adjustments</td>
<td>-$2,090</td>
</tr>
<tr>
<td><strong>TOTAL FEE</strong></td>
<td><strong>$12,500</strong></td>
</tr>
</tbody>
</table>

We propose to provide the services outlined in this proposal for a lump sum not-to-exceed fee of $12,500. During the course of the project we may modify the strategy for implementation as needed in order to stay on schedule and within budget. The overall project area and design intent will remain unchanged. Any additional work items required by the client will be performed on a time-and-materials basis as needed and will be executed with a change order.

When the contract is executed, we will begin planning and plant purchasing right away. We require a 50% deposit to begin ordering plant material.

If you accept the above proposal please sign and return one copy of this document, which will serve as the record of the agreement and our notice to proceed. Thank you again for the opportunity to submit a proposal for this project! We look forward to working with you.

With gratitude,

NATIVE EDGE, LLC

[Signature]

Wesley K. Landon, ASLA
Landscape Architect / Principal

Attachments  [Standard Professional Services Agreement]
Accepted and approved by:

_____________________________  __________________________
Signature                        Date
The parties hereto have executed this Agreement as the date shown above, in accordance with the attached Standard Professional Services Agreement.
STANDARD PROFESSIONAL SERVICES AGREEMENT

AGREEMENT
This Agreement is made and entered into by and between NATIVE EDGE, LLC (NATIVE EDGE), 1649 6th Street NW, Grand Rapids, MI 49504, and Grand Haven Charter Township (CLIENT), 13300 168th Ave, Grand Haven, MI 49417; Authorized Representative: Stacey Fedewa. By this Agreement the parties do mutually agree as follows:

SCOPE OF SERVICES
NATIVE EDGE shall perform the services described herein and in the enclosed proposal letter (the PROPOSAL).

EFFECTIVE DATE
The effective date of this Agreement shall be the acceptance date indicated by the CLIENT as signed in the PROPOSAL. Acceptance of this Agreement by both parties shall serve as NATIVE EDGE’s Notice to Proceed with the services described in the PROPOSAL.

TIME FOR RENDERING SERVICES
NATIVE EDGE shall perform the services in this agreement in an orderly and efficient manner, consistent with the outline and sequence provided in the PROPOSAL, as applicable. NATIVE EDGE shall confirm and agree upon this schedule with the CLIENT.

NATIVE EDGE shall not be responsible for delays caused by factors beyond NATIVE EDGES’s control. When such delays beyond NATIVE EDGES’s reasonable control occur, CLIENT agrees that NATIVE EDGE shall not be responsible for damages, nor shall NATIVE EDGE be deemed in default of this Agreement.

COMPENSATION
CLIENT agrees to pay NATIVE EDGE in accordance with the payment terms provided in the PROPOSAL. Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by NATIVE EDGE, and will reference NATIVE EDGE’s invoice number. Interest will accrue at the rate of 5% per month of the invoiced amount in excess of 30 days past the invoice date.

Additional Services. Services in addition to those described in the signed PROPOSAL, jointly agreed to in writing, are to be compensated at NATIVE EDGE’s Standard Hourly Rates in effect when services are provided by NATIVE EDGE, up to the amount agreed upon for additional services.

PERFORMANCE STANDARDS
NATIVE EDGE will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by other professional consultants currently practicing in the same state under similar conditions. NATIVE EDGE makes no other warranties or representations, either expressed or implied, regarding the services provided hereunder.

NATIVE EDGE shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
Unless otherwise specifically indicated in writing, NATIVE EDGE shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT’s consultants and contractors, and information from public records, without the need for independent verification.

INSURANCE
NATIVE EDGE will carry commercial general liability insurance, and professional liability insurance at $1,000,000 per occurrence and $1,000,000 in aggregate. Upon written request of the CLIENT, NATIVE EDGE will furnish Certificates of Insurance indicating the required coverages and conditions.

ALLOCATION OF RISKS
Indemnification. To the fullest extent permitted by law, NATIVE EDGE agrees to indemnify and hold CLIENT harmless from and against any liabilities, claims damages, and costs (including reasonable attorney’s fees) the extent caused by the negligence or willful misconduct of NATIVE EDGE in the performance of services under this agreement.

Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of NATIVE EDGE and its employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to NATIVE EDGE’s services, the project or this Agreement will not exceed the total compensation received by NATIVE EDGE under this Agreement, or available proceeds from NATIVE EDGE’s insurance, whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of NATIVE EDGE or its employees, agents, and independent professional associates and consultants, and any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of NATIVE EDGES’s liability extends to include any claims or actions that they might bring in any forum.

Consequential Damages. NATIVE EDGE and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

CONFIDENTIALITY
Unless compelled by law, governmental agency or authority, or order of competent jurisdiction, or unless required pursuant to a subpoena deemed by NATIVE EDGE to be duly issued, or unless requested to do so in writing by CLIENT, NATIVE EDGE agrees it will not convey to others any proprietary nonpublic information, knowledge data or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by NATIVE EDGE during its association with CLIENT. NATIVE EDGE further agrees to strive to limit, to a “need to know” basis, access by its employees to information referred to above.

Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by a CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of NATIVE EDGE deemed by NATIVE EDGE to be proprietary and so explained to CLIENT.

OWNERSHIP OF DOCUMENTS
Drawings, diagrams, specifications, calculations, reports, processes, operational and design data, and all other document and information produced in connection with the project as instruments of service (Project Documents),
regardless of form, will be confidential and the proprietary information of NATIVE EDGE, and will remain the sole and exclusive property of NATIVE EDGE whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT’s information and reference in connection with CLIENT’s use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT’s sole risk and liability. CLIENT agrees to defend, indemnify, and hold NATIVE EDGE harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

OPINIONS OF PROBABLE COST
In providing opinions of probable construction cost, the CLIENT understands that NATIVE EDGE has no control over costs or the price of labor, equipment or materials, or over Contractor’s method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of NATIVE EDGE’s qualifications and experience. NATIVE EDGE makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

TERMINATION AND SUSPENSION
This Agreement may be terminated by CLIENT for any reason upon 10 days written notice to NATIVE EDGE. This Agreement may be terminated by NATIVE EDGE for cause upon 30 days written notice to client. In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to NATIVE EDGE for services already performed in accordance with this Agreement, subject to the limitations given in this Article, Termination and Suspension.

In the event CLIENT terminates this Agreement for cause, in determining just and equitable compensation to NATIVE EDGE for work already performed, CLIENT may reduce amounts due to NATIVE EDGE by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT’s labor cost and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.

NATIVE EDGE may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within 60 days following invoice date, by providing a 10-day written notice to CLIENT, until payments are restored to a current basis. In the event NATIVE EDGE engages counsel to enforce overdue payments, CLIENT will reimburse NATIVE EDGE for all reasonable attorney’s fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save NATIVE EDGE harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

DISPUTE RESOLUTION
Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.
GENERAL CONSIDERATIONS

Authorized Representatives. The authorized representatives representing the CLIENT and NATIVE EDGE are the individuals who signed the PROPOSAL, unless other representatives have been appointed and mutually agreed upon in writing.

No Fiduciary Relationship. Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and NATIVE EDGE.

Notices. Any notice required under this Agreement will be in writing and submitted to the respective party’s Authorized Representative. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.

Controlling Law. This Agreement is to be governed by the laws of the State of Michigan.

Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon NATIVE EDGE and CLIENT.

Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Certifications. NATIVE EDGE shall not be required to sign any documents, no matter by who requested, that would result in NATIVE EDGE having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of NATIVE EDGE’s services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.

Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or NATIVE EDGE. NATIVE EDGES’s services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against NATIVE EDGE because of this Agreement or NATIVE EDGES’s performance of services hereunder.

ADDITIONAL PROVISIONS FOR FIELD SERVICES

Field Services provided under this Agreement have additional provisions which are included in the Agreement. Field services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, site prep, installation, construction administration, or maintenance.

Right of Entry. CLIENT agrees to furnish NATIVE EDGE with right-of-entry and a plan of boundaries of the site where NATIVE EDGE will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for NATIVE EDGE’s access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. NATIVE EDGE will take reasonable
precautions to minimize damage to the site from use of equipment, but NATIVE EDGE is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from NATIVE EDGE’s operations has not been included in NATIVE EDGES’s fee, unless specifically stated in the PROPOSAL.

_Underground Structures._ Client will identify locations of buried utilities and other underground structures in areas of subsurface exploration. NATIVE EDGE will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work.

**ACCEPTANCE**

By signing the PROPOSAL both parties hereto have executed this Agreement.
MATERIALS

GENERAL NOTES

1. Call Miss Dig prior to any site excavation activities. It is the contractor’s responsibility to determine the location of any underground utilities, and to coordinate with the appropriate utility companies in order to avoid any damage to these utilities.

2. This plan depicts proposed planting improvements only. All other site improvements such as grading, utilities, paving, and landscaping are the responsibility of the contractors.

3. This plan shall be in accordance with the latest versions of the relevant design guidelines and specifications.

4. All plant material shall be grown and supplied in accordance with the latest versions of the relevant design guidelines and specifications.

5. All areas adjacent to work areas shall be restored to their pre-project condition or better.

6. Immediately upon completion of the work the Contractor shall clean up the site to planting. The Owner’s representative reserves the right to reject any plant material that does not meet the criteria specified in this plan.

7. Landscape edging is not proposed on this project, and instead all garden beds shall have an ‘English Edge’ with a 7” deep, mulch-filled perimeter trench to establish the garden edge. Any plant material shall be of a minimum size or larger.

8. Plant lists and details are on sheet L3.0.

9. Immediately upon completion of the work the Contractor shall clean up the site to planting. All areas adjacent to work areas shall be restored to their pre-project condition or better.

PLANTING VISION & STRATEGY

The goal of the native plants is to create a native landscape which looks natural, yet maintains a sense of place that is both familiar and new. The project will incorporate a mix of native plants and traditional border plants. Individual planting groups which are shown in specific locations on the plan, and a theme which consists of multiple plants that are planted in designated groupings and fill in around the individual planting groups. This individual planting group species primarily feature flowering species which have a unique visual interest. While the matrix plantings have a seasonal visual interest and a more year-round nature, and play a supporting role in the garden plan.

Beyond the focal points of the various garden areas, the amount of species needed may change and therefore the layout of various species may need to be modified. The exact locations of plants shown on the plan may be altered as needed with approval from the owners representative, and the overall design check and approval of the landscape plan should be followed to the greatest extent possible.

SITE PLAN

PROJECT DETAILS

APPROXIMATE PROPERTY LINE, TYP.

0 10' 30' 60'

完

OCEAN BATTLE BOAT LAUNCH

Prepared for 2021

Provides

Completed in 2020

Rochester Hills, Michigan

Prepared for 11041 Mercury Dr, Rochester Hills, MI 48309

APPROXIMATE PROPERTY LINE, TYP.

0 10' 30' 60'

Prepared for 14414 Mercury Drive, Grand Haven, MI 49417

Prepared for 11041 Mercury Dr, Rochester Hills, MI 48309

Prepared for 14414 Mercury Drive, Grand Haven, MI 49417

Date: 10/9/20

Sheet No. 1 OF 3

Prepared for:

Grand Haven Charter Township
13300 168th Ave.
Grand Haven, MI 49417

info@nativedgeco.com
(616) 717-0656

0 10' 30' 60'

Prepared for:

Grand Haven Charter Township
13300 168th Ave.
Grand Haven, MI 49417

Prepared for 11041 Mercury Dr, Rochester Hills, MI 48309

DATE: 10/9/20

Project #:

PREPARED FOR:

Grand Haven Charter Township
13300 168th Ave.
Grand Haven, MI 49417

Email

Prepared for 11041 Mercury Dr, Rochester Hills, MI 48309

Date: 10/9/20

Prepared for 14414 Mercury Drive, Grand Haven, MI 49417

Prepared for 11041 Mercury Dr, Rochester Hills, MI 48309

Prepared for 14414 Mercury Drive, Grand Haven, MI 49417

Prepared for 11041 Mercury Dr, Rochester Hills, MI 48309

Prepared for 14414 Mercury Drive, Grand Haven, MI 49417
SHRUB PLANTING NOTES
1. Shrub planting areas are approximate. Stake shrub locations prior to installation and approve with Owner’s representative. Confirm no conflicts with existing trees or tree roots.
2. Existing shrubs within shrub planting areas are to be removed. Flag material to be removed and approve with Client’s representative prior to removal.
3. No existing trees are to be removed. Protect tree roots during construction by keeping equipment out of tree drip line to the greatest extent possible. No shrubs are to be planted within four (4) feet of an existing tree trunk to limit root impacts. Adjust shrub placement when conflicts with major tree roots are expected. When tree roots are encountered, make ‘clean’ cuts and do not leave ragged ends of tree roots to cause less stress to the tree. Keep any exposed tree roots moist by covering with wet burlap or equivalent method until the area is backfilled.
4. Shrubs are to be concentrated in the swale areas. Shrubs are not to be planted on steep slopes greater than (3:1) H:V.
5. The minimum distance a shrub may be placed from the edge of existing pavement is equal to the shrub spacing shown on the plant list.
6. Shrubs along parking area are intended to form a continuous screen. Adjust planting in order to achieve this as needed with Client approval.

PERENNIAL PLANTING NOTES
1. Matrix plant species to be spread evenly throughout the matrix planting areas to the greatest extent possible.
2. Use the given square footage of the matrix area in a garden bed to determine the approximate number of matrix species needed per bed based on each species’ percentage makeup of the overall matrix area.
3. Allium sphaerocephalon is to be concentrated on the perimeter of the matrix planting area along the front of the planting area that abuts the development.

LEGEND

SHRUB PLANTING DETAIL

PERENNIAL PLANTING DETAIL

PLANT LISTS

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<th>Species</th>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Qty.</th>
<th>Spacing</th>
<th>Cond.</th>
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<tr>
<td>CS1</td>
<td>Salix humilis</td>
<td>Willow</td>
<td>100</td>
<td>2'</td>
<td>Full</td>
<td>10'</td>
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<tr>
<td>CS2</td>
<td>Prunus serrulata</td>
<td>Cherry</td>
<td>50</td>
<td>3'</td>
<td>Full</td>
<td>10'</td>
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<tr>
<td>CS3</td>
<td>Viburnum tinus</td>
<td>Viburnum</td>
<td>30</td>
<td>4'</td>
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<tr>
<td>DL1</td>
<td>Acer saccharinum</td>
<td>Sugar Maple</td>
<td>20</td>
<td>5'</td>
<td>Full</td>
<td>10'</td>
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<tr>
<td>DL2</td>
<td>Betula lenta</td>
<td>Birch</td>
<td>10</td>
<td>6'</td>
<td>Full</td>
<td>10'</td>
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<tr>
<td>DL3</td>
<td>Prunus persica</td>
<td>Plum</td>
<td>5</td>
<td>7'</td>
<td>Full</td>
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<tr>
<td>AM1</td>
<td>Quercus rubra</td>
<td>Oak</td>
<td>3</td>
<td>8'</td>
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<tr>
<td>AM2</td>
<td>Platanus occidentalis</td>
<td></td>
<td>1</td>
<td>9'</td>
<td>Full</td>
<td>10'</td>
<td>0</td>
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</table>
Manager’s Memo

DATE: February 3, 2021

TO: Township Board

FROM: Bill

RE: East Ferris Lift Station – Engineering Agreement

As you may recall, the FY 2021 budget appropriates $15k for engineering fees associated with the installation of a large generator to power the East Ferris Street sanitary sewer lift station during any power outage.

The attached engineering agreement with Prein & Newhof is for $15,000 – which corresponds with the budget estimate.

If the Board agrees and continues to support this project as budgeted, the following motion can be offered:

Move to authorize the Township Superintendent to execute an Engineering Agreement with Prein & Newhof for engineering, bidding and construction services to install a generator at the East Ferris Street lift station at a cost not-to-exceed $15,000.

If you have any questions or comments, please contact Cargo.
February 3, 2021
2200831

William D. Cargo, Superintendent
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417

RE: East Ferris PS Generator Addition

Dear Mr. Cargo:

The Township plans to add a generator to the East Ferris pump station to ensure that the pump station will stay in operation in the event of a power outage and increase system reliability. We will be working with our subconsultant, Century A&E, who will be providing electrical engineering design and construction assistance for the project. Prein&Newhof will provide project specifications and bidding assistance along with project administration during construction.

Professional Services

Our proposed services shall include the following:

*Design Engineering and Construction Engineering*

- Complete topographical survey to assist with generator site plan (fee based on generator being able to be placed on existing property without the need for easement)
- Conduct site investigation to confirm existing conditions
- Conduct generator sizing calculations for pump station
- Prepare bidding documents, construction drawings, specifications and construction contract documents
- Provide bidding assistance: answer questions during bidding, review and tabulate bids, etc.
- Attend a preconstruction meeting with Township and Contractor
- Provide construction staking for the generator pad
- Provide three construction observation visits for layout review, pad construction and generator startup
- Prepare payment applications (2 anticipated) throughout the duration of the project.
- Prepare record drawings and review operation and maintenance manuals provided by the Contractor

**Fee Estimate**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Design</td>
<td>$9,350</td>
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<tr>
<td>Survey</td>
<td>$800</td>
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<tr>
<td>Construction</td>
<td>$4,850</td>
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<tr>
<td>Total</td>
<td>$15,000</td>
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</table>
We propose to perform professional services at our normal hourly rates plus expenses billed monthly with the total not-to-exceed $15,000. Permit fees are not included in scope of services.

We will perform these services in accordance with our Professional Service Agreement approved February 26, 2018.

**Additional Services**

Should additional services be requested by you or required by conditions encountered, we will contact you and obtain your authorization prior to performing such services. The fees for additional engineering services will be established according to our Current Fee Schedule.

Sincerely,

Prein&Newhof

Kevin S. Kieft, P.E.

KSK/ksk

cc: Dan Tlachac, Grand Haven Charter Township
# 2200831 East Ferris Pump Station Generator Addition

## Estimated Professional Fees 2/1/2021

### Design Engineering

<table>
<thead>
<tr>
<th>Service</th>
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</thead>
<tbody>
<tr>
<td>Project Administration</td>
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<tr>
<td>Kickoff Meeting</td>
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<td>Topographic survey and preliminary survey drawing</td>
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<td>Design</td>
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<tr>
<td>Project Specifications</td>
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<td>Plan Review Meeting with Client</td>
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<td>Bidding Assistance</td>
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<tr>
<td>QAQC</td>
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<tr>
<td><strong>Subtotal Design</strong></td>
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### Construction Engineering

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<tbody>
<tr>
<td>Preconstruction Meeting</td>
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<tr>
<td>Construction Staking</td>
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<tr>
<td>Construction Observation (2 visits ea - P&amp;N &amp; Century AE)</td>
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<tr>
<td>Project Management - Shop Drawings</td>
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<td>Punch List/Project Close Out</td>
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<td>Record Plans</td>
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<td><strong>Subtotal Construction</strong></td>
<td><strong>$4,858.00</strong></td>
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### Total Estimated Engineering Fees

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<tbody>
<tr>
<td><strong>Total Estimated Engineering Fees</strong></td>
<td><strong>$15,000.00</strong></td>
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</table>
Manager’s Memo

DATE: February 3, 2021

TO: Township Board

FROM: Bill

RE: 160th Avenue (paving, water, and pathway) – Engineering Agreement

As you may recall, the FY 2021 budget appropriates a total of **$1.6 million** for (1) the paving of 160th Avenue between Lincoln Street and Ferris Street (**$550k**); (2) creating a watermain loop from the current endpoint on Ferris Street to Lincoln Street along 160th Avenue (**$700k**); and, (3) constructing a connector pathway from Lincoln Street to Ferris Street along 160th Avenue (**$350k**).

The attached engineering agreement with Prein & Newhof is for **$207,400** (**or 13% of the project total**) – which corresponds with the budget estimate.

If the Board agrees and continues to support this project as budgeted, the following motion can be offered:

**Move to authorize the Township Superintendent to execute an Engineering Agreement with Prein & Newhof for engineering, bid preparation and construction services to pave, install water and construct a pathway along 160th Avenue between Ferris Street and Lincoln Street at a cost not to exceed $207,400.**

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

DATE: February 3, 2021
TO: Township Board
FROM: Stacey Fedewa, AICP – Community Development Director
RE: Hofma Park & Preserve – Natural Resource Assessment

BACKGROUND

As you may recall, the FY 2021 budget contained $15,000 for the natural resource’s assessment. The low quote was for $12,000—which is $3,000 or 20% below budget.

In the 1920s Drs. Edward and Elizabeth Hofma purchased 40 acres of land and donated to Grand Haven Township in 1936. The doctor’s keen fascination of conservation and botany lead to the Hofma Trust established in 1984. This Trust enabled 400 additional acres be acquired. Collectively this area became known as the Hofma Park and Preserve.

It is clear, since the 1920s the land in the Hofma Park and Preserve was considered highly valuable, unique, and full of natural beauty. Yet the Township does not know the full extent of the area’s natural resources value.

Please note, that Barr Engineering and Consultants was formerly known as King & McGregor.

NATURAL RESOURCES ASSESSMENT

What we do know about Hofma is:

- 566-acres in size
- Likely contains 351-acres of Great Lakes Coastal Marsh, the rarest type of wetlands.
- Contains 175-acres of floodplain from the Pottawattomie Bayou.
- Contains 187-acres of wetlands. However, this is from the 1983 National Wetland Inventory project at the federal level. The land can change a lot in 38 years.
- Biological Rarity Index of 24, meaning there is a high probability of ecological value.
- Endangered Species are present, such as the Eastern Box Turtle.
January 26, 2021

Ms. Stacey Fedewa, AICP
Community Development Director
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417

Re: Proposal/Agreement for Hofma Park & Preserve – Natural Resources Survey

Dear Ms. Fedewa:

Thank you for contacting Barr Engineering Co. (Barr) and for the opportunity to submit this proposal to Grand Haven Charter Township (Client) to conduct a natural resources survey of Hofma Park, a 120 acre property located at 15581 Ferris Street, and Hofma Preserve, a 446 acre property located at 16295 Sleeper Street, both in Grand Haven Charter Township, Ottawa County, MI. Taken together, these two parcels are referred to herein as the Area of Investigation (AOI).

This letter summarizes our understanding of the scope of services that you have requested that we provide, sets forth our estimated cost and schedule for completion of that scope of services, and provides our proposed terms and conditions for completion of these services. This letter when signed by you, together with our Standard Terms (attached), sets forth the Agreement between Client and Barr.

**Project understanding:** This scope of work is intended to gather sufficient site information to provide a report and GIS mapping of the AOI describing: existing habitat types using the Michigan Natural Features Inventory habitat description; results of protected plant surveys including plant species lists; wetland habitat mapping; and results of a breeding bird point-count survey. A single comprehensive report of Barr’s findings will be provided to you at the conclusion of field activities outlined in the following discussion of scope.

**Scope:** Based on the above understanding and assumptions as described below, Barr proposes to perform the following scope of services:

- **Task 1 – Habitat Mapping**
  Barr will conduct an on-site evaluation to identify existing habitat types within the AOI using the Michigan Natural Features Inventory habitat descriptions. Barr will use interpretation of available aerial photography, GPS location of site features and GIS to prepare a habitat map. Barr will provide a list of vegetative cover within each identified habitat area. Barr will prepare GIS maps to describe the habitat type locations.
• Task 2 – Vegetative Assessment

A qualified botanist will conduct a survey within the AOI for the presence of protected plant species and potential on-site habitat in which protected species may occur. Barr will provide a written report including photographic documentation of this vegetative assessment. If any threatened or endangered species or potential habitat are identified within the AOI, Barr will coordinate with the Client to assess next steps. The vegetative assessment will be documented by preparing a list of plants identified within the AOI and mapping location(s) of any protected species. Barr will assess the AOI three times during 2021; spring (April-May) summer (June-July) and late summer/fall (August-September).

• Task 3 – Wetland Habitat Mapping

Barr will evaluate the existing on-site wetlands relative to type, character and jurisdiction of the Department of Environment, Great Lakes, and Energy (EGLE), U.S. Army Corps of Engineers (Corps). The Client will be responsible for locating and identifying all property boundaries and project limits and providing Barr permission to enter the site. Barr will use techniques outlined in the U.S. Army Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987 – revised 1997) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (ERDC/EL 2012) when mapping wetland habitat types. In addition to an on-site evaluation, our services will include a review of in-office information including soil surveys, National Wetlands Inventory mapping, EGLE Wetlands Map Viewer, and aerial photography. Barr will provide a GIS graphic depicting an estimate of the approximate location of the wetlands to the Client.

• Task 4 – Breeding Bird Survey

Barr will conduct a breeding bird survey using a 10-minute point count survey methodology. Barr will establish bird survey points within the AOI at locations intended to maximize bird species observation. The breeding bird survey points will be located by mapping grade GPS equipment. Barr will conduct the breeding bird survey by documenting all birds seen or heard within approximately ¼ mile of the established survey point for a period of 10 minutes per survey point. Each point will be surveyed twice. Barr will conduct the breeding bird survey during the period from ½ hour before sunrise until 10:00 am. The proposed surveys will not be conducted during rain events or when winds are above 8 miles per hour. A standardized data form will be completed at each survey point documenting the number and species of all birds identified during the survey. A brief summary of the results of the bird survey will be included in the proposed report.

Schedule and Budget: Work will be commenced by Barr upon receipt of a copy of this letter signed by you. This Agreement will be effective for the duration of the services, unless terminated earlier by either you or us.

Barr’s estimated costs for completion of this scope of work is $12,000. Our services will be completed in accordance with Barr’s Standard Terms (enclosed). For the services provided, you will pay us according to our Standard Fee Schedule – 2021 (also enclosed). Subcontracted services, if any, will be billed at Barr’s cost plus ten percent (10%). We will perform work on a time and expense basis using the hourly rates in the attached Fee Schedule.
Services you authorize in addition to those described above are considered Extra Services and are to be compensated at the hourly rates noted on Barr’s enclosed Standard Fee Schedule, and for related reimbursable expenses in accordance with the hourly rates and mileage charges. For example, if follow-up site investigations beyond those described above are requested or wetland boundary flagging would be considered Extra Services.

We understand you have the authority to direct us. We will direct communications to your email address SFedewa@ght.org. Direction should be provided to me via email at mmacgregor@barr.com.

Thank you for the opportunity to work with you on this project. If you have any questions, please contact us at your convenience.

Sincerely yours,

BARR ENGINEERING CO.

Christopher A. Miron
It's Vice President

Matthew MacGregor
Project Manager

Accepted this ________ day of _____________, 20___

CLIENT NAME

By ____________________________________________

Its ____________________________________________

Attachments
  Standard Terms—Professional Services
  Standard Fee Schedule
# Fee Schedule—2021

## Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate* (U.S. dollars)</th>
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<tr>
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<td>Consultant/Advisor</td>
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</tr>
<tr>
<td>Engineer/Scientist/Specialist IV</td>
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<tr>
<td>Engineer/Scientist/Specialist III</td>
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</tr>
<tr>
<td>Engineer/Scientist/Specialist II</td>
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<tr>
<td>Engineer/Scientist/Specialist I</td>
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</tr>
<tr>
<td>Technician IV</td>
<td>$155-180</td>
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<td>Technician III</td>
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<tr>
<td>Support Personnel III</td>
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<td>$95-150</td>
</tr>
<tr>
<td>Support Personnel I</td>
<td>$65-90</td>
</tr>
</tbody>
</table>

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses including, but not limited to, costs of transportation, lodging, parking, postage, shipping and incidental charges will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr’s standard rate schedules.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

*Rates do not include sales tax on services that may be required in some jurisdictions.
Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Our Responsibilities

1.1 We will provide the professional services ("Services") described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.

1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.

1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should add a contingency.

1.7 The information you provide to us will be maintained in confidence except as required by law.

Section 2: Your Responsibilities

2.1 You will provide access to property.

2.2 You will provide us with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of our Services. You will hold us harmless from claims, damages, and related expenses, including reasonable attorneys’ fees, involving information not timely called to our attention or not correctly shown on documents you furnish to us.

2.3 You agree to provide us with information on contamination and dangerous and hazardous substances and processes we may encounter in performing the Services and related emergency procedure information.

2.4 You agree to hold us harmless as to claims that we are an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.

2.5 Site remediation services may involve risk of contamination of previously uncontaminated air, soil, or water. If you are requesting that we provide services that include this risk, you agree to hold us harmless from such contamination claims, damages, and expenses, including reasonable attorneys’ fees, unless and to the extent the loss is caused by our negligence.

2.6 You agree to make disclosures required by law. If we are required by law or legal process to make such disclosures, you agree to hold us harmless and indemnify us from related claims and costs, including reasonable attorneys’ fees.

Section 3: Reports and Records

3.1 We will retain analytical data relating to the Services for seven years and financial data for three years.

3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.

3.3 Our reports, notes, calculations, and other documents, and our computer software, programs, models, and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer such information and documents to others for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, and expenses, including reasonable attorneys’ fees, arising out of any unauthorized transfer or use.

3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.

3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.
Section 4: Compensation

4.1 You will pay for the Services as agreed or according to our then current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and you should allow for a contingency in addition to estimated costs.

4.2 You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 30 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person’s written acceptance of the terms of our Agreement and we agree to extend credit to that person.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation.

4.6 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to payment otherwise due us.

Section 5: Disputes, Damage, and RiskAllocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party’s representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.

5.2 We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.

5.3 We will not be liable for damages unless you have notified us of your claim within 30 days of the date of your discovery of it and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services, but not less than $50,000, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.

5.6 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys’ fees.

5.7 The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.

5.8 Barr and you waive all rights, including their insurers’ subrogation rights, against each other, their subcontractors, agents, and employees, and the other’s consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by their respective property or casualty insurance, commercial general liability, or Builder’s Risk insurance. This waiver of subrogation is effective notwithstanding any duty of indemnity.

Section 6: Miscellaneous Provisions

6.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured will be limited to losses caused by our sole negligence.

6.2 This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for each of us making specific reference to the provision modified may modify it.

6.3 Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.

6.4 Only a writing may terminate this Agreement. We will receive an equitable adjustment of our compensation as well as our earned fees and expenses if our work is terminated prior to completion.

6.5 We will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional, or other eligible veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.

6.6 Neither we nor you, including our officers, employees, and agents, are agents of the other, except as agreed in writing.
Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

*End of Standard Terms*
The above is a smattering of the information leading staff to believe there is much more to be found and protected within the 566-acres.

The Natural Resources Assessment will cover the following topics:

1. Habitat Mapping
   - Identify the various habitat types including a list of vegetative cover within each area.
     - Recall the Hofma Vision goal of creating “defined areas” in the Park and Preserve by type of tree (i.e., meet friends in the white pine or beech tree areas).
     - This will assist with identifying the appropriate areas to build snake dens, etc.

2. Vegetative Assessment
   - A highly respected and qualified botanist will survey the presence of protected plant species and on-site habitat in which protected species may occur.
   - This part of the Assessment requires three site visits because plants bloom at different times of year—spring (April-May), summer (June-July) and late summer/fall (August-September).
     - This will help identify the appropriate locations for future trails and viewing areas. Certain vegetation may need to be avoided entirely to protect it, but other beautiful areas may be discovered, and an overlook needed to share with the community.

3. Wetland Habitat Mapping
   - On-site wetlands will be evaluated for type and character. A GIS graphic depicting the estimated boundaries will be provided.
     - The evaluation will include jurisdictional control too—EGLE and/or Army Corp of Engineers. This will assist in permitting requirements for installing the trails and boardwalks.

4. Breeding Bird Survey
   - This survey is conducted by sight and sound and will provide data points on their locations.
     - The area is known to be home to majestic and endangered birds—Bald Eagle, Peregrine Falcon, Black-Crowned Night-Heron, Hooded Warbler, Red-Shouldered Hawk, Whooping Cranes, etc.
WHY COMPLETE THE ASSESSMENT?

In addition to the specific reasons provided above, the Assessment will provide the Township with numerous other benefits:

- GIS files will be provided to the Township for staff to utilize in other mapping projects.
  - Habitat areas, plant species, wetland areas, bird locations, etc.
- Create interpretive signage within the park to highlight the valuable assets.
  - Assist in selecting pieces of artwork pursuant to the Hofma Vision.
- Identifying and then protecting threatened and endangered species.
- Insight into the best areas to build the new trails, boardwalks, and overlooks as part of the Hofma Vision.
- Will improve scoring in the grant applications for the Michigan Natural Resources Trust Fund and others.
- Better decisions can be made up front and risk managed more effectively.
- Educational resource for the Township staff, boards, students, residents, and other interested individuals.
- Supports land use decisions and conservation priorities—at both the detailed site-level and the full-scale of all 566-acres.
- Local land conservation and natural resource protect impacts regional habitat availability, connectivity and water quality all the way to the Grand River and Lake Michigan.

SAMPLE MOTION

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

Motion to approve the Hofma Park and Preserve Natural Resources Assessment in the amount of $12,000 and authorize Superintendent Cargo to execute the contract with Barr Engineering and Environmental Consultants.

Please let me know if this raises questions.
DATE: February 3, 2021
TO: Township Board
FROM: Cargo
SUBJECT: Supervisor Reenders’ Re-Appointment – Construction Board of Appeals

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

To be a member of the Construction Board of Appeals, a member must be qualified by trade or experience. For the Township, there are five members on the Construction Board of Appeals. This Board meets only rarely.

The appointments on the Board will expire in April. In response, Supervisor Reenders asked if the current members would accept re-appointment for two-year terms on the Board. All agreed. The members include:

1. Brock Hesselsweet is a local architect and a member of the Township’s Parks and Recreation Committee;
2. Rich Buitenhuis is a builder that brings practical experience and expertise;
3. Pete Morden is a local electrician that can represent the trades;
4. Lyle Rycenga is a local electrician and a member of the Township’s Downtown Development Authority; and,
5. Randy Wagenmaker is a local builder with additional training regarding the State Construction Code inspection process.

To approve the aforementioned re-appointments by Supervisor Reenders, the following motions can be offered:

Move to re-appoint Brock Hesselsweet, Rich Buitenhuis, Patrick Morden, Lyle Rycenga and Randy Wagenmaker to the Grand Haven Charter Township Construction Board of Appeals for terms ending April 1, 2023.

If you have any questions or comments prior to the meeting, please contact Supervisor Reenders.
Manager’s Memo

DATE: February 4, 2021
TO: Township Board
FROM: Bill
RE: Beechtree Drain – Notice of Assessment – Presentation

Attached, please find a Project Summary for the Beechtree Drain improvements. The Ottawa County Water Resources Commissioner Joe Bush will be providing a presentation on the attached.

In brief, the Beechtree Drain project will cost about $1.6 million. Typically, the Township would be assessed about 25% of the total. However, Commissioner Bush plans to assess the Township 40% of the total (or about $640,000) to the Township at-large.

Manager Cargo supports this additional 15% (i.e., $240,000):

✓ Because the district area is fairly small, and the financial burden of the assessment will be spread among a relatively few property owners;
✓ Because the additional Township assessment will reduce the assessments of all of the property owners within the district;
✓ Because the State of Michigan Department of Transportation has agreed to have its assessment doubled from 7.66% to 15.32% because of the “special benefit” of not having to open the highway;
✓ Because the American Dunes Golf Club will be assessed an additional $145,000 because of the “special benefit” associated with addressing flood issues and storm water management on their parcels.

Further, Manager Cargo – after consultation with Finance Director Sandoval – recommends that the Township’s Beechtree Drain assessment of $640,000 be paid through an Ottawa County issued 10-year bond – as opposed to paying all or a portion of the assessment from cash reserves. This recommendation is offered:

✓ Because bond rates are so low (e.g., the City of Brighton just issued a 20-year, $16.7 million bond at 1.04% with ten bidders);
✓ Because interest rates (and inflation) are expected to increase by 100 to 150 basis points during the second half of the year – which increases the benefits of keeping cash on-hand;
The additional $79,000± annual payment will be readily covered by expected increased General Fund property tax collections and/or state shared revenue increases related to the 2020 census.

Unless objections are raised by the elected officials, **no action needs to occur at this time**.

If you have any questions or comments, please contact Cargo.
Background:
The Beechtree Drain is a mixture of storm sewer and open drain. It begins just south of the Township Hall on Ferris Street. It proceeds to the southwest across US-31 then approximately 1 mile south along 168th Avenue until it turns east on Warner Street. It then proceeds down Warner Street to US-31 where it provides service for draining the MDOT right of way.

The OCWRC received a petition on August 12, 2019 from Grand Haven Charter Township. The project was found necessary by the Board of Determination held on August 26, 2019. The petition was sparked due to complaints received of localized flooding issues near 168th Avenue between Lincoln Street and Timber Dunes Drive (see attached complaint map). The historically high groundwater table limited infiltration during storm events. This when combined with significant runoff from the watershed resulted in standing water in undrained areas.

Solution:
Knowing that implementing a permanent solution would not be feasible prior to spring rains, the OCWRC’s office mobilized four temporary diesel pumps to manage the excess water. Water levels were reduced to decrease the threat to local homes and businesses and to provide additional stormwater storage volume within the watershed. The pumps proved to be instrumental in managing the excess stormwater that was received from the 50 to 100-year storm on May 17 & 18, 2020.

The following emergency measures have been completed to date:

1. Open channel improvements including removal of excess debris, sediment, and obstructions from Ferris Street to Timber Dunes Drive.

2. Creation of a connection between the American Dunes Golf Club ponds and the drain. The ponds serve as regional stormwater storage basins and have been strategically interconnected with adjustable water level control structures to maximize the ability to manage stormwater as needed.

   Two interconnections were also made across Timber Dunes Drive. These connections allow for gravity drainage for a significant area south of Timber Dunes Drive. In addition, water from the open channel can surcharge back up the storm sewer allowing excess water to backflow into the ponds for additional onsite storage. Storing the water will serve to reduce peak flowrates downstream thereby alleviating downstream flooding.

3. A pump has been installed south of Timber Dunes Drive to provide an outlet for a 50-acre sub-watershed.

The final component of the solution includes the installation of a regional pump station behind the American Dunes Golf Club clubhouse. Due to the adjacent topography, this area has historically served to store all the runoff from adjacent parcels. Unfortunately, a gravity outlet cannot be installed to remove the excess water and protect local homes on Sanctuary Place. Therefore, a pump station will be utilized during extreme storm events to remove excess water when the stormwater storage basins are at capacity.
We are currently in the process of bidding this work and it is scheduled for completion in the spring/summer of 2021.

Cost:
At this time, we anticipate that the total project will cost approximately $1,600,000. Bids have not been opened for the final portion of the project therefore all costs are estimated at this time and will change once the final values have been calculated. See the attached Preliminary Computation of Cost for a breakdown of the costs.

Assessment:
At-Large/Supplemental Assessment Percentages:

<table>
<thead>
<tr>
<th></th>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ottawa County/Road Com.</td>
<td>8.06%</td>
<td>$128,960</td>
</tr>
<tr>
<td>Grand Haven Charter Township</td>
<td>40%</td>
<td>$640,000</td>
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<tr>
<td>MDOT</td>
<td>15.32%</td>
<td>$245,120</td>
</tr>
<tr>
<td>CSX Transportation</td>
<td>2.31%</td>
<td>$36,960</td>
</tr>
<tr>
<td>American Dunes Golf Club</td>
<td>6.38%</td>
<td>$145,000</td>
</tr>
</tbody>
</table>

Ottawa County’s percentage is set based on the ‘14A’ formula/calculations. The Township typically would pay 25%-30%. The percentage was increased to 40% on this project for several reasons. The project provides value in that it addresses a long-time systemic problem. In addition, given the overall project cost and the relatively low number of parcels (~229), the percentage was also increased on the Township to ease the burden on residents. MDOT’s percentage is also based on the 14A calculation but an additional supplemental benefit was added due to the stormwater storage created by the project. The American Dunes Golf Club played a significant role in allowing their property to be utilized for establishing the cross connections and storage areas necessary to make the project successful. Based on their derived benefit, they will also be paying an additional supplemental benefit above and beyond the amount generated by the assessment roll.

The remaining cost will be assessed to residents within the watershed utilizing the proposed factors described below:

Factor 1: Drain Connectivity – Whether the Drain touches the parcel or not.
Factor 2: Acreage and Land Use – Drainage district acres and runoff factor determined by property class.
Factor 3: Base Benefit – Every parcel in the district pays a flat percentage in addition to the other factors.
Factor 4: District Acreage – 0-10 Acres, 10-30 Acres, and 30+ Acres have different factors. The larger parcels get a slightly reduced factor.
Factor 5: Upstream/Downstream Proximity – The district was split into three zones, downstream of petition project, in petition project area, and upstream of petition project. Upstream and downstream zones get reduced factors based on benefit from the project.
Factor 6: Timber Dunes – Landowners along Timber Dunes Drive have increased benefit from the project, so they have an increased factor.
# Preliminary Computation of Cost

## In The Matter Of:

**BEECHTREE DRAIN**  
**OTTAWA COUNTY, MI**

### (1) Cost Of Laying Out And Designing Drainage District (BOD Preparation)

- **Fence/Sprinkler System Allowance**: $4,000.00
- **Open Ditch Maintenance**: $5,000.00
- **Emergency Pumping**: $72,900.00
- **South Pump Installation**: $40,050.00
- **Timber Dunes Storm Sewer**: $159,570.35
- **Timber Dunes Open Ditch**: $35,228.57
- **Consumers Construction**: $25,000.00
- **Pump Station Construction**: $600,000.00
- **American Dunes - Drain Improvements**: $144,500.00

**Total Cost Of Construction Contracts**: $1,086,248.92

### (2) Compensation Paid Board Of Determination

- **Compensation Paid Board Of Determination**: $1,000.00

### (3) Contracts For Construction

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Study and Report/Boundary 197</td>
<td>$4,152.25</td>
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<tr>
<td>Preliminary Design</td>
<td>$42,100.00</td>
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<tr>
<td>Final Design/Easement Acquisition</td>
<td>$73,000.00</td>
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<tr>
<td>Pump Station Design</td>
<td>$25,000.00</td>
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<tr>
<td>Soil Borings</td>
<td>$10,300.00</td>
</tr>
<tr>
<td>Emergency Response Coordination</td>
<td>$9,763.00</td>
</tr>
<tr>
<td>Construction Documents, Bidding, and Day of Review</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

**Total Engineering, Design**: $18,000.00

### (4) Easement Acquisition

- **Easement Acquisition**: $10,000.00

### (5) Other Expenses

- **Drain Office Administration & Legal**: $20,000.00
- **Postage, Day Of Review Notices**: $400.00
- **Pump Station Operation & Maintenance**: $15,000.00

**Total Other Expenses**: $35,400.00

### (6) Cost Of Inspection, Construction Engineering & Material Testing

- **Construction Administration**: $30,000.00
- **Construction Inspection - Timber Dunes**: $47,000.00
- **Construction Inspection - Pump Station**: $45,500.00
- **Construction Staking**: $7,500.00
- **As-Built Drawings**: $3,000.00
- **As-Built Survey**: $2,000.00

### (7) Publishing Notices

- **Publishing Notices**: $2,000.00

**Gross Sum Of Expenses**: $1,455,964.17

**Contingent Expenses (Includes Bond Discount)**: 10.00%  
**Contingent Expenses**: $148,299.73

**Total Computed Cost Of Constructing Drain**: $1,604,263.90

**TOTAL TO BE ASSESSED**: $1,604,263.90

**Less Pre Paid Assessment**: -

**TOTAL AMOUNT TO BE BORROWED**: $1,604,263.90
Community Development Memo

DATE: February 3, 2021
TO: Township Board
FROM: Stacey Fedewa, AICP – Community Development Director
RE: MDOT – Road & Railroad Closures at Pierce and West Warner

BACKGROUND

On January 11th the Township Board discussed the possible closures of Pierce Street. This would close access to US-31, close the railroad crossing and add a cul-de-sac.

At this same meeting, Supervisor Reenders inquired about closing the western portion of Warner Street as well. The Board requested feedback from the Planning Commission before moving forward on the agenda item.

On January 18th the Planning Commission met and discussed the Board’s request. Unfortunately, staff was unable to receive a clear opinion from the PC due to absences at the meeting.

SUMMARY OF PLANNING COMMISSION

4 Commissioners voted “no” on closing West Warner Street; while 3 voted “yes.”

The “no” votes were based on two factors:

1. The Township should use the extra funding to extend utilities to residents on Warner and Pierce in exchange for losing their direct access to US-31. (However, it is not legal to spend public dollars on private utilities.)

2. The Township should contact the affected residents to notify them of the possible closure and receive their feedback. (However, the OCRC and MDOT are the agencies with jurisdiction and are responsible for public notices.)

OTTAWA COUNTY ROAD COMMISSION

On January 26th the Township, MDOT and OCRC met on zoom to discuss. It was explained their involvement would only begin after a formal request has been made by the Township. The enclosed Resolution 21-02-01 constitutes the request.
Because the OCRC has jurisdiction, a public hearing is required with their Board of Road Commissioners. Notice will be sent to the affected residents advising them of the meeting date and the hearing will include a presentation by MDOT and the Township, if needed. It is anticipated that a decision would be rendered at that meeting.

The next discussion was the $250,000 of additional PA 51 monies.

- Typically, these closures occur outside of an MDOT project, so the costs to acquire right-of-way and build the cul-de-sac would come out of the $250k.
- MDOT would cover the costs of the Pierce Street closure because it will be part of a planned larger project.
- MDOT is looking into the possibility of assisting with some or all of the costs of Warner Street. If financial assistance is not available those costs would be deducted from the $250,000.
- While the OCRC has the final decision on how/where the funds are spent—the Township was assured we would be part of that decision-making process and they would occur within our boundaries.

**STAFF RECOMMENDATION**

While it is unusual for staff to make a formal recommendation, I believe it is necessary in this case.

Staff recommends the Board close Pierce Street and West Warner Street’s access to US-31, close the railroad crossings, and obtain approximately $250,000+ in additional PA 51 monies with the potential for more funds from the railroad company itself.

This recommendation is based on the following:

**General Improvements**

- Safety at railroad crossings
  - Once eliminated, that crossing will never be the site of a vehicle/train crash with its accompanying potential for tragic deaths, personal injuries, property damage, fires, explosions and/or hazardous material spills.
  - The MDOT Local Grade Crossing Program has a goal of reducing 25% of the State’s 4,800 public at-grade crossings.
- Reduced traffic volumes and speeds on the closed streets.
- Reduced maintenance costs because there is less wear and tear.
- Reduced noise levels because the trains no longer need to sound their horns at a closed crossing.
- Improved safety for SB US-31 vehicles because there are two less points of access for cross-traffic to enter the highway.
• The new indirect lefts will be ½ mile closer to the others, which will prevent drivers from seeking alternative routes off the highway to cut down their travel time.

• The distance of “driving out of the way” to reach the highway is less than 1-mile. It ranges from a low of 700-feet to a high of 4,800-feet.

**Warner Street Benefits**

► This western segment of Warner Street is approximately 1,900 linear feet or 0.36 miles in length.

► **Only 3 properties will be directly impacted**, see circles on map.
  
  o 11 properties front on Warner
    ▪ 3 require access to Warner
    ▪ 4 have secondary access to 168th or Buchanan
    ▪ 4 are vacant
  
  o The net increase in distance to US-31 is 4,800 feet (or 0.9 miles).

► Warner Street is the first double-chip and seal road, which the property owners are paying 50% of the cost. **Creating a dead-end would elongate the life expectancy** of this material and create a cost savings for the Township and residents because of reduced maintenance expenses.

**Pierce Street Benefits**

Pierce Street is 2.3 miles in length, but the **direct impact on residents is quite minimal**:  

► Between Lakeshore Drive and 168th Avenue
  
  o The Lakeshore Woods subdivision is excluded from impact because:
    ▪ PUD approval required Pierce be paved from Lakeshore to 168th so the traffic generated by the subdivision remained on paved public roads.  
      • To prevent the surrounding gravel roads from deteriorating at a faster rate and thereby increasing maintenance costs.
  
  o Outside of the subdivision there are 4 single family homes and 9 vacant lots.  
    ▪ Each of these properties can use 168th to Winans for access to US-31.  
      • The net increase in distance is 1,300 feet (or ¼ mile).

► Between 168th Avenue and 158th Avenue
  
  o There are 16 single family homes; 4 vacant lots; 2 fields.
  
  o Each of these properties can use 158th to Winans for access to US-31.  
    ▪ The net increase in distance is 700 feet.

► Between 158th Avenue and US-31
There are 6 single family homes and 4 vacant lots.

- The **farthest net increase for a homeowner to access US-31 is 4,300 feet** (or 0.81 miles)

The Future Land Use map provides insight on how the affected land could develop in the future:

**WARNER STREET**
PIERC STREET

(see legend on previous page)

SAMPLE MOTION

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

Motion to approve and adopt Resolution 21-02-01 requesting the Ottawa County Road Commission and Michigan Department of Transportation to close access at US-31 for Pierce and West Warner Street, and their associated railroad crossings.

Please contact me if this raises questions.
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 8th day of February 2021, at 7:00 pm, local time.

After certain matters of business had been completed, Supervisor Reenders announced the next order of business was the consideration of a Resolution to close Pierce Street and West Warner Street access points to US-31 along with their respective railroad crossings to improve safety.

The proposed resolution was discussed by the members of the Board, and after discussion was completed the following resolution was offered by _______ and seconded by _______.

GRAND HAVEN CHARTER TOWNSHIP
RESOLUTION 21-02-01

RESOLUTION TO CLOSE PIERCE STREET & WEST WARNER STREET ACCESS TO US-31 AND CLOSE THE RAILROAD CROSSINGS TO IMPROVE SAFETY

WHEREAS, US-31 bisects Grand Haven Charter Township, the Michigan Department of Transportation (MDOT) has jurisdiction over this limited-access highway, and improving safety is a priority; and

WHEREAS, the MDOT identified an opportunity to improve safety by closing the Pierce Street access to US-31 along with the railroad crossing. Then the Township Board identified another opportunity to improve safety and extend the life of the new double-chip and seal treatment on Warner Street, west of US-31, which also has a railroad crossing that can be closed to improve safety; and

WHEREAS, the Ottawa County Road Commission (OCRC) has jurisdictional control over Pierce Street and Warner Street. The process to close these roads and construct a cul-de-sac requires notice to affected residents and a public hearing where the Board of Road Commissioners would make a determination on the request; and

WHEREAS, there is less than 1 mile of additional travel time for impacted residents because only 3 dwellings exist on Warner Street and 6 on Pierce Street and alternative routes via Lincoln Street and Winans Street; and

WHEREAS, by closing the two railroad crossings the MDOT indicated approximately $250,000 of additional PA 51 monies would become available to the OCRC which may be used for transportation-related projects within the Township; and

WHEREAS, the Township supports the MDOT efforts to improve safety along US-31; and
NOW, THEREFORE BE IT RESOLVED that Grand Haven Charter Township hereby requests the Ottawa County Road Commission to hold a public hearing concerning the closure of Pierce Street and West Warner Street along with their respective railroad crossings to improve safety.

AYES:
NAYS:
ABSENT:

RESOLUTION DECLARED ________ ON FEBRUARY 8, 2021.

Laurie Larsen, Clerk
Grand Haven Charter Township

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on the 8th day of February 2021. 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, Clerk
Grand Haven Charter Township
Manager’s Memo

DATE:       February 2, 2021
TO:         Township Board
FROM:       Cargo
RE:         Allied Waste - 2021 Waste Hauling License

Attached, please find a proposed resolution authorizing Allied Waste’s application to operate within GHT. Their proposed fee is a maximum of $20.00 per month with a cart, which includes the recycling. (This is the same price as their license renewal in 2020.) Recycling is every other week with a cart.

The company also offers yard waste at a maximum of $12.00 per month with a cart – which is the same as previous.

A copy of their application and supporting documentation will be available at the meeting for those interested.

To approve the application, the following motion can be offered:

Move to approve Resolution 21-02-02 approving a one-year license agreement with Allied Waste (dba Republic Services of Muskegon) for waste collection and hauling services in Grand Haven Charter Township.

If there are any questions or comments, please contact me at your convenience.
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 8th day of February 2021, at 7:00 p.m., local time.

After certain matters of business had been completed, Supervisor Reenders announced that the next order of business was the consideration of a license to operate in the Township for Allied Waste Systems (dba Republic Services of Muskegon).

The proposed license agreement was discussed by the members of the Board, and after discussion was completed the following resolution was offered by ________________ and seconded by ________________:

GRAND HAVEN CHARTER TOWNSHIP
RESOLUTION 21-02-02

APPROVING THE LICENSE APPLICATION OF ALLIED WASTE SYSTEMS (DBA REPUBLIC SERVICES OF MUSKEGON) TO OPERATE WITHIN GRAND HAVEN CHARTER TOWNSHIP AND THE SCHEDULE OF FEES FOR SERVICE.

WHEREAS, Grand Haven Charter Township adopted and amended Ordinance No. 334 which provides for the licensing of garbage, trash, and recyclable collectors or haulers; and

WHEREAS, Allied Waste Systems (dba Republic Services of Muskegon) applied for a license to operate within Grand Haven Charter Township pursuant to said Ordinance; and

WHEREAS, Allied Waste Systems (dba Republic Services of Muskegon) meets all of the requirements of said Ordinance for operating within the Township, as shown by their license application, which has been reviewed and approved by the Township Superintendent; and

WHEREAS, Allied Waste Systems (dba Republic Services of Muskegon) provided a schedule of fees to be charged for said services, which is included within said application.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1) The application of Allied Waste Systems (dba Republic Services of Muskegon) to provide trash and recyclable collection and hauling services pursuant to Ordinance No. 334, as amended, within the Charter Township of Grand Haven is hereby approved until February 1, 2022.

2) That the attached schedule of fees, which indicates the maximum rate that can be charged, is approved until February 1, 2022, at which time a new schedule of rates must be submitted for review and approval by the Township Board. (Any change of the rates prior to February 1, 2022 must be submitted to the Township Board for approval pursuant to Ordinance No. 334, as amended.) It is noted that applicant will be providing recycling services every other week but will be supplying a large cart.

3) That a copy of this resolution will be forwarded by the Township Clerk to Allied Waste Systems (dba Republic Services of Muskegon) and that it shall be considered to be a license to operate waste and recyclable collection and hauling within Grand Haven Charter Township until February 1, 2022.
AYES:
NAYS:
ABSENT:

RESOLUTION DECLARED: Adopted.
ADOPTED ON FEBRUARY 8, 2021

________________________________
Laurie Larsen
Grand Haven Charter Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on the 8th day of February 2020. 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
Director of Assessing

DATE: February 2, 2021

TO: Grand Haven Charter Township Board

FROM: Roger Schmidt

RE: Resolution for Updated Poverty Exemption.

Pursuant to State Law (i.e., MCL 211.7U), Grand Haven Charter Township is required to adopt an updated Poverty Exemption policy and asset test on an annual basis, which will be used to approve or deny poverty exemption applications.

Attached, please find Resolution 21-02-03 that updates the poverty exemption policies as found in Section 7.7 of the Administrative Policies and Procedures Manual.

The new policy is substantially similar to the current; but now states the Township will follow federal poverty income guidelines that are updated annually and requires both owners and occupants to supply income verification through income tax returns and or other documents.

Also, due to P.A. 253 as signed by the Governor, the Supervisor has been removed from the decision process of granting Poverty Exemptions.

Unless there are changes at the State Level regarding Poverty Exemptions, this policy will no longer have to be updated annually.

During the past four years, Grand Haven Charter Township has only granted two Poverty Exemptions for one year each.

To approve the attached resolution, the following motion can be offered:

**Move to approve and adopt Resolution 21-02-03 that updates the Township’s Poverty Exemption Policies pursuant to requirements of State law.**

If you have any questions or comments, please contact me at your convenience.
At a regular meeting of the Township Board of Trustees of the Charter Township of Grand Haven, Ottawa County, Michigan, held on the 8th day of February, 2021 at 7:00 p.m. The meeting was held virtually in the Township of Grand Haven, Ottawa County, Michigan.

PRESENT:
ABSENT:

After certain matters of business had been discussed, Supervisor Reenders announced that the next order of business was the consideration of a resolution to update Section 7.7 of the Administrative Policies and Procedures Manual regarding the granting of Poverty/Hardship Exemptions. Following discussion, the following resolution was offered by ________________ and supported by ____________________.

RESOLUTION NO. 21-02-03
GUIDELINE RESOLUTION FOR POVERTY EXEMPTION

WHEREAS, the adoption of guidelines for poverty exemptions is required of the Township Board; and

WHEREAS, the principal residence of persons who, the Supervisor/Assessor and/or Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the Charter Township of Grand Haven, Ottawa County has discussed and reviewed the following guidelines in Section 7.7 – “Granting Poverty/Hardship Exemptions” that the Grand Haven Charter Township Board of Review will implement.

NOW, THEREFORE, be it resolved that the Section 7.7 – “Granting Poverty/Hardship Exemptions” of the Grand Haven Township’s Administrative Policies and Procedures Manual is hereby replaced in its entirety by the following, to become effective immediately:

“7.7 GRANTING POVERTY/HARDSHIP EXEMPTIONS

In order to comply with the General Property Tax Act, P.A. 206 of 1893 as amended, Section 211.7u, which reads, in part, that “the principal residence of persons who, in the judgment of the Board of review, by reason of poverty, are unable to contribute toward the public charges is exempt from taxation under this act”, the following policy for applicants requesting consideration for poverty exemptions will be followed:

To be eligible, a person shall do all the following on an annual basis:

1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
2) File a poverty exemption application with the Supervisor/Assessor or Board of Review (BOR), accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year.

3) File a poverty exemption application reporting the combined assets of all persons in the household. Assets include, but are not limited to, real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, cash on hand, etc.

4) Produce a valid driver’s license or other form of identification, if requested.

5) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.

6) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services.

7) The application for an exemption shall be filed after January 1, but one day prior to the last day of the BOR. The filing of this claim constitutes an appearance before the BOR for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

8) In addition to meeting the federal poverty income guidelines in subsection 6, the BOR shall consider all assets owned by the petitioner, or in which the petitioner has any interest, during the BOR’s deliberations as to whether relief should be granted. Specifically, the applicant must meet the following asset test, as determined and approved by the Township Board, including:
   a. Own total household assets, other items, or additional assets (excluding the value of the homestead and vehicles(s) as outlined in b below) of less than $25,000. “Other items” and “additional assets” include but not be limited to, recreational vehicles such as campers, motor homes, boats or ATV vehicles, and other personal property of value; and
   b. Own no more than one vehicle for each working adult whose income contributes to the household income; and
   c. Own no rental properties or a second home or vacation home or other property; and
   d. Shall not have any cash, stocks and/or bank accounts exceeding $5,000 in aggregate value; and
   e. Shall not have received more than $2,500 from the sale of any stocks and bonds, gifts, lump-sum inheritances, one-time insurance payments, or tax refunds during the previous or current calendar year.

9) All applicants appearing before the BOR will be administered an oath, as follows:

   “Do you,______________________________, swear and affirm that evidence and testimony you will give in your own behalf before the Board of Review is the truth, the whole truth, and nothing but the truth?”

   Applicant responds, “I do” or “I will”.
10) The BOR may grant property tax relief based on poverty annually.
11) Any successful applicant may be subject to personal investigation by the Township. This would be done to verify information submitted or statements made to the Assessing and Accounting Department or BOR in regard to their poverty exemption application.
12) The Supervisor, or secretary of the BOR, will keep minutes of all proceedings before the BOR and all meetings must be held in a Township building or as directed by MDHHS/Executive orders.
13) MCL 211.7u(5) permits the BOR to deviate from the aforementioned policy guidelines only when there are “substantial and compelling reasons why there should be a deviation from the policy guidelines.” If the BOR deviates from the aforementioned policy guidelines, they are required by statute to communicate the substantial and compelling reasons for the deviation from the guidelines in writing to the claimant.”

BE IT FURTHER RESOLVED, that all policies, procedures, resolutions in conflict with this resolution to the Administrative Policies and Procedures Manual are hereby repealed to the extent of any such conflict.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED:
ADOPTED ON: February 8, 2021

_______________________________
Laurie Larsen, Township Clerk

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on the 8th day of February, 2021. 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
PUBLIC SERVICE’S MEMO

DATE: February 4, 2021

TO: Township Board

FROM: Kristi Walsh

SUBJECT: Donation of Surplus Furniture

As you are aware, the Board is required to authorize the sale or disposal of surplus equipment.

The Conference Room chairs, that were purchased when the building was remodeled in 2002, were replaced last year. There are 14 executive style chairs and 8 guest chairs. We have contacted several non-profit organizations to see if they were interested in accepting the chairs as a donation. While all appreciated the thought, none were interested in the chairs. We did, however, receive response from Robinson Township that their Fire Department would be able to use them.

If the Board agrees that the surplus furniture can be donated, the following motion can be offered:

Motion to authorize staff to donate the surplus furniture to the Robinson Township Fire Department.

Please contact me if you have any questions or comments.
Community Development Memo

DATE: January 29, 2021
TO: Township Board
FROM: Stacey Fedewa, AICP – Community Development Director
RE: FEMA CRS Progress Report on Hazard Mitigation Plan

BACKGROUND

As you may recall, the Township began participating in the FEMA Community Rating System (CRS) program in 2017, which enables the Township to provide a 10% discount on flood insurance premiums for residents.

The CRS program requires annual recertification. One of the categories for which the Township receives credit is Activity 510, having a current Hazard Mitigation Plan. A “Progress Report on Implementation of Credited Plan” is a recertification requirement.

The required report is enclosed for review, and please contact me if this raises questions.
1. How can a copy of the original plan or area analysis report be obtained?
   a. Call Township office at 616.842.5988 and request a copy.
   b. Obtain on Township website at www.ght.org/floodplain.

2. Describe how this evaluation report was prepared and how it was submitted to the
governing body, released to the media, and made available to the public.

   Details of compliance for each subject can be found on pages 1-5 & 305-311 of the Hazard
   Mitigation Plan.

3. Provide a description of the implementation of each recommendation or action item in
the action plan or area analysis report, including a statement on how the project was
implemented or not implemented during the previous year.

   (i) **High Priority.** Sanitary Sewer Failure.

   o Strategy: continuing evaluation of the provisions of emergency power to sewer
     lift stations by portable generators or the provision of emergency power to lift
     stations.

   o *This remains an ongoing project for the Township by adding generators to sewer
     lift stations and having portable generators available as well as portable trailer-
     mounted wastewater pumps at every sewer lift station.*

   (ii) **Medium Priority.** Water System Failure.

   o Strategy: continue to evaluate capacity and demand.

   o A *multi-jurisdictional North Ottawa Water System (NOWS) study is being*
     performed to ensure a reliable potable water system for the whole service area.

   (iii) **Medium Priority.** All Hazards.

   o Strategy: give consideration to hazard mitigation needs and concepts in the next
     update of the community’s master plan.

   o *The Michigan Planning Enabling Act requires the Master Plan be reviewed and*
     *updated, as necessary, at least every 5 years. This review and potential update*
     *will occur during 2021.*

   (iv) **Medium Priority.** All Hazards.
Strategy: develop actions to strengthen and maintain emergency notification systems.

Ottawa County Central Dispatch Authority (OCCDA) utilizes the programs Smart 911 and rave for emergency alerting. Through these systems, OCCDA can send out alerts via text to notify citizens of any emergent situation whether it be man-made, or weather related.

Kent and Muskegon counties are in the process of moving to the same 800 MHz radio system as Ottawa County (see previous reports) which will allow better interoperability during major events.

(v) Medium Priority. Severe Weather.

Strategy: identify any warning system needs in the township.

No progress at this time due to lack of funding.

(vi) Medium Priority. Infrastructure Strengthening.

Strategy: identify potential improvements or projects to strengthen the area’s infrastructure (of all kinds) to increase its hazard-resistance.

Continuing to install permanent generators at key infrastructure points to ensure reliability. In doing so, portable generators become available to power other infrastructure-related equipment during emergencies.

Creating redundancy in the potable water system through loops and emergency interconnects to ensure a reliable and safe municipal water system.


Strategy: consideration of additional fire-related public awareness activities.

Create a smoke alarm installation program for single family dwellings.

4. Discuss why any objectives were not reached or why implementation is behind schedule.

Implementation timeline for all 7 mitigation strategies is “by 2022 or sooner,” so implementation is not behind schedule. However, many of the objectives rely upon funding availability and due to the lack of funding progress has not been made on some of the mitigation strategies.

5. What are the recommendations for new projects or revised recommendations?

Not applicable because all 7 Prioritized Hazard Mitigation Strategies are listed in the Plan and there are no recommendations for new or revised projects at this time.
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## Building Permit Report - Monthly

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## Building Permit Report - Monthly

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**Totals**

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**Total Permits In Month:** **128**
## January Enforcement Letters By Category

*All enforcement letters sent the previous month*

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<th>Number Mailed</th>
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<tr>
<td>BOAT IN FRONT YARD - 1ST NOTICE</td>
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<tr>
<td>BOAT IN FRONT YARD - 2ND NOTICE</td>
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<tr>
<td>FENCE - 1ST NOTICE</td>
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<tr>
<td>PARKED ON GRASS - 1ST NOTICE</td>
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<tr>
<td>SHED - 1ST NOTICE</td>
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<tr>
<td>VEHICLE FOR SALE - 1ST NOTICE</td>
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**Total Letters Sent:** 10

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SELECT
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FROM
    Letter
WHERE
    Letter.LinkFromType = 'Enforcement'
    AND Letter.DateTimeCreated BETWEEN '01/01/2021' AND '01/31/2021'
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# January Open Enforcements By Category
## Monthly Report

### ACCESSORY BUILDING

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<th>Status</th>
<th>Filed</th>
<th>Closed</th>
<th>Last Action Date &amp; Last Action</th>
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<tbody>
<tr>
<td>E21CE0004</td>
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### BUILDING

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<th>Enforcement No.</th>
<th>Address</th>
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<td>E21CE0001</td>
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### DOMESTIC ANIMALS AND PETS

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### POOL & HOT TUB/SPA

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### January Open Enforcements By Category
#### Monthly Report

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**Total Entries:** 1

**Total Entries:** 2

**Total Entries:** 1

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Enforcement Date Filed Between 1/1/2021 12:00:00 AM AND 1/31/2021 11:59:59 PM

**Total Pages:** 2

**Total Records:** 13

**Report Created:** 01/28/21
# January Closed Enforcements By Category
## Monthly Report

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### ACCESSORY BUILDING

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### BUILDING

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### CORNER CLEARANCE

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### DOMESTIC ANIMALS AND PETS

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### PARKING ON THE GRASS

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## January Closed Enforcements By Category
### Monthly Report

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**Total Entries:** 3

### POOL & HOT TUB/SPA

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**Total Entries:** 3

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**Total Records:** 17

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Report Created: 01/28/21
## WATER

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## WASTEWATER

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39.89

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