GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, FEBRUARY 13, 2017

WORK SESSION – 6:00 P.M.
1. Discussion of Social Media Tools and Costs
2. Schedule Special Meeting Date – Discussion Designating a Portion of the General Fund fund balance

REGULAR MEETING – 7:00 P.M.

I. CALL TO ORDER

II. PLEDGE TO THE FLAG

III. ROLL CALL

IV. APPROVAL OF MEETING AGENDA

V. CONSENT AGENDA
1. Approve January 23, 2017 Board Minutes
2. Approve January 26, 2017 Special Board Minutes
3. Approve February 6, 2017 Special Board Minutes
4. Approve Payment of Invoices in the amount of $343,074.53 (A/P checks of $232,874.57 and payroll of $110,199.96)
5. Approve Purchase of Three Budgeted Replacement Vehicles through State Fleet Purchasing Program for $79,238
6. Approve Engineering Agreement for “Orphan Drain” project, Phase I and Phase II at a cost of $20,000
7. Approve Execution of the Revised Timberview PUD Contract
8. Approve Agreement for “Walk the Beat” Summer Concerts
9. Authorize “Request for Proposal” for Redraft of Zoning Ordinance

VI. OLD BUSINESS
1. Approve Resolution 17-02-02 – MERS Resolution (postponed to February 27th)
2. Approve Resolution 17-02-03 – Authorizing Issuance of $4.5 Million Bond for Pathway Construction
3. Approve Resolution 17-02-04 – Approving FY 2017 Harbor Transit Millage Rate

VII. NEW BUSINESS
1. Private Road Exception Request – Boet on Terry Trails
2. Approve 2017 Subdivision Resurfacing Agreement with OCRC for $472,994.50
3. Approve 2017 Gravel Road Dust Palliative Treatment with MCS for $33,154.50
4. Approve Purchase of Unbudgeted Durango Replacement Vehicle through State Fleet Purchasing Program for $27,387
5. Approve Purchase of Unbudgeted Replacement of Fire/Rescue Elliptical Machine for Exercise Facility

VIII. REPORTS AND CORRESPONDENCE
1. Correspondence
2. Committee Reports
3. Manager’s Report
   a. January Building Report
b. January Enforcement Report
c. January DPW Report
d. December Legal Report
e. Public Officials Conference (March 15th – 8:00 a.m.) Disaster Training

4. Others

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

X. ADJOURNMENT

NOTE: The public will be given an opportunity to comment on any agenda item when the item is brought up for discussion. The supervisor will initiate comment time.
I. CALL TO ORDER
Supervisor Reenders called the special work session meeting of the Grand Haven Charter Township Board to order at 6:00 p.m.

III. ROLL CALL
Board members present: Reenders, Meeusen, Kieft, Gignac, Redick, and Larsen.
Board members absent: Behm.

Also present was Superintendent Cargo.

IV. NEW BUSINESS
Supervisor Reenders requested that issues Board members wanted to include on the 2017/18 Business Plan be discussed and the following items were offered:

1. Implementing audio recordings of all Board meetings. There was insufficient support to add this item to the proposed Business Plan. However, Larsen requested the Board to carefully review the minutes prior to adoption and to suggest any clarifying information they deemed appropriate.

2. Expanding communications with residents using social media. The Board requested that this item be added to the proposed Business plan.

3. Privatizing the Township Building department. At this time, there was insufficient support to add this item to the proposed Business Plan. However, staff will provide additional financial and policy information on the proposal for future Board consideration.

4. Adopting short-term rental regulations. After discussion, the Board postponed immediate action; but, will continue to address the issue depending, in part, on the surrounding communities.

5. Economic Development and the development of industrial land. After discussion, there was insufficient support to add this item to the proposed Business Plan. However, Cargo will work with the Chamber to provide a presentation on the proposal to utilize conditional annexation (i.e., Act 425) and tax base sharing to development additional industrial land.

6. Development of the so-called Witteveen and Wolf properties. It was noted that community engagement regarding the development of these parcels is part of the Business Plan; but, that planning cannot be accelerated due to other pending projects.

7. Participation in the “Disney Way” management program. After discussion, there was insufficient support to add this item to the proposed Business Plan. However, Cargo will forward some initial information on the Disney Way program and initial cost estimates for participation.
V. PUBLIC COMMENTS/QUESTIONS
   None

VI. ADJOURNMENT
   Without objection, the work session adjourned at 7:42 p.m.

   Respectfully Submitted,

   Laurie Larsen
   Grand Haven Charter Township Clerk

   Mark Reenders
   Grand Haven Charter Township Supervisor
GRAND HAVEN CHARTER TOWNSHIP BOARD  
MONDAY, JANUARY 23, 2017

WORKSESSION – 6:05 p.m.
1. Staff presented the 2017 Project List. The Board reviewed the plan and asked the following:
   a. Is there FEMA money available for Emergency Response training? Staff will check with the Ottawa County Emergency Management Director and email a response to the full Board.
   b. Add regulation of short-term rentals to the project list.
   c. Add creation of a Pathway Account / budget amendment to the project list.
2. Staff presented the current draft of the 2017/18 Business Plan to the Board. The Board had preliminary discussions on the use of the General Fund undesignated surplus and requested that staff schedule a special meeting with a facilitator to review options (e.g., designate the surplus for future park improvements; increase street maintenance; increase SAD donation for paving of 168th Avenue north of Lake Michigan Drive, etc.)

REGULAR MEETING
I. CALL TO ORDER
Supervisor Reenders called the regular meeting of the Grand Haven Charter Township Board to order at 7:00 p.m.

II. PLEDGE TO THE FLAG

III. ROLL CALL
Board members present: Reenders, Gignac, Redick, Larsen and Kieft.
Board members absent: Meeusen, Behm,

Also present was Manager Cargo; Community Development Director Fedewa and Assessing Director Chalifoux.

IV. APPROVAL OF MEETING AGENDA

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

V. APPROVAL OF CONSENT AGENDA
1. Approve January 5, 2017 Special Board Minutes (as amended at the meeting)
2. Approve January 9, 2017 Board Minutes
3. Approve Payment of Invoices in the amount of $316,693.61 (A/P checks of $222,953.75 and payroll of $93,739.86)

Motion by Trustee Redick and seconded by Trustee Gignac to approve the items listed on the Consent Agenda with the proposed amendments to the Special Board meeting minutes. Which motion carried.
VI. OLD BUSINESS
1. **Motion** by Treasurer Kieft supported by Trustee Gignac to approve and adopt Resolution 17-01-02 that clarifies how Grand Haven Charter Township calculates overtime. **Which motion carried** pursuant to the following roll call vote:
   Ayes: Larsen, Gignac, Kieft, Redick, Reenders
   Nays: Meeusen, Behm

2. **Motion** by Trustee Gignac, supported by Trustee Redick to an amendment to Assessing Administrative Assistant job description to include Permit Technician duties and to update the status to a regular, full-time, non-exempt; and promote Ashley Larrison to this new position at Grand 2 Level 9 salary. **Which motion carried**.

VII. NEW BUSINESS
1. **Motion** by Clerk Larsen, supported by Treasurer Kieft to approve the Tentative Preliminary Plat for Stonewater Subdivision No. 1 based on the application meeting applicable requirements and standards set forth by the Grand Haven Charter Township Subdivision Control Ordinance. **Which motion carried**.

VIII. REPORTS AND CORRESPONDENCE
   a. Correspondence was reviewed
   b. Committee Reports
      i. The Personnel Committee will meet on Tuesday, February 7 at 7:30 a.m.
   c. Manager’s Report
   d. Others

IX. PUBLIC COMMENTS
   None

X. ADJOURNMENT
   **Motion** by Trustee Redick and seconded by Trustee Gignac to adjourn the meeting at 7:22 p.m. **Which motion carried**.

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Mark Reenders
Grand Haven Charter Township Supervisor
SPECIAL JOINT MEETING
GRAND HAVEN CHARTER TOWNSHIP BOARD & PLANNING COMMISSION
THURSDAY, JANUARY 26, 2017

I. CALL TO ORDER
Supervisor Reenders called the special joint meeting of the Grand Haven Charter Township Board and Planning Commission to order at 7:00 p.m.

II. ROLL CALL
Board members present: Reenders, Larsen, Kieft and Gignac
Board members absent: Behm, Redick and Meeusen
Commissioners present: Cousins, LaMourie, Robertson, Taylor, Chalifoux, Wilson & Reenders
Commissioners absent: Wagenmaker

Also present were Manager Cargo and Community Development Director Fedewa along with Dr. Richard K. Norton and Zachary Rable from the University of Michigan.

III. INTEGRATED ASSESSMENT – “BUILDING COASTAL RESILIENCY” FINAL REPORT
Dr. Norton provided an overview of the Integrated Assessment project and the four topics that were studied, and acknowledged that each topic identified multiple solutions the Township can consider. It is noted that these topics of concern were identified during the Master Plan update project, and a second grant was received for the University of Michigan to research each topic and provide a range of policy options. The Township is not obligated to consider, adopt, or implement any of the policy options presented in the final report.

1. Stormwater Management
Current Stormwater Ordinance is sufficient, but will need to be updated when Ottawa County adopts a new set of standards commonly referred to as MS4. Recommends incorporating Low Impact Development (LID) within the updated ordinance. Policy options include:
   a. Update Stormwater Ordinance to comply with the impending MS4 program.
   b. Offer development incentives for best management practices.
   c. Coordinate efforts between the Planning Commission and Public Services Department to advocate and enable LID.

2. High-Risk Flood Areas
Depending on the severity of the storm, there are between 40 – 90 structures at risk within flood zones established by the project team. Furthermore, there are between 65 – 90 undeveloped parcels within these zones, that if developed in the future, could also be subject to a flood. Policy options include:
a. Keep current standards, which are required to participate in FEMA’s National Flood Insurance Program (NFIP).

b. Incorporate the current NFIP requirements into a comprehensive floodplain ordinance, and continue taking steps necessary to join FEMA’s Community Rating System (CRS) program.

c. Expand flood areas to include base flood fringe and 0.2% flood areas to increase protection.

3. High-Risk Erosion & Near Shore Coastal Development
The entire Lake Michigan coastline within the Township is subject to the DEQ’s High Risk Erosion Area (HREA) regulations, which generally identify a 60-year erosion setback line. The DEQ calculates the bluff erosion rates to establish the setback line. On average the bluffs erode 1+ foot per year, which is why a 60-year setback line is utilized. Policy options include:

a. Continue to allow the DEQ to manage the HREA program by establishing setback lines and issuing permits.

b. Develop, and adopt, a mechanism to establish a setback from the shoreline by creating a freestanding zoning district or an overlay district; or modify the existing zoning districts and establish a shoreline setback.

c. Create a Shoreland Development ordinance, which would prohibit new structures lakeward of the setback line; only allow readily moveable structures lakeward of the setback line; establish that existing structures lakeward of the setback line are nonconforming; and require owners of structures currently lakeward of the setback line to post a surety bond or obtain homeowners’ insurance sufficient to cover the costs of cleaning up and restoring the shoreline should the structure need to be removed following erosion or a coastal storm event.

4. Fire Risk in Critical Dune Areas
Many of the existing developments within the Critical Dune Areas (CDAs) are situated on narrow, steep, and winding roadways. This creates a difficult situation for the Fire/Rescue Department because most do not have public water available, so the fire trucks must be setup in stations to transfer water via hoses for long distances. In other words, fighting fires is difficult and dangerous within the CDAs. This is further complicated because the DEQ will not allow the roads to be widened because it would disturb the vegetation that stabilize the dunes, and most property owners do not want a wider road. Policy options include:

a. Continue operating in the same fashion, and continue acquiring specialized equipment, and practicing for emergency responses as best as possible given the infrastructure limitations.
b. Seek to widen selected access roads and remove vegetation in the highest-risk coastal dune areas.

c. Adopt a fire hazard overlay district for remote, poorly accessed, and high fire-risk dune areas.

IV. PUBLIC COMMENTS – None

V. ADJOURNMENT
   Without objection the special joint meeting adjourned at 8:12 p.m.

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Mark Reenders
Grand Haven Charter Township Supervisor
GRAND HAVEN CHARTER TOWNSHIP BOARD  
MONDAY, FEBRUARY 6, 2017

SPECIAL MEETING – NOCOA MILLAGE RENEWAL

I. CALL TO ORDER
Supervisor Reenders called the special meeting of the Grand Haven Charter Township Board to order at 6:00 p.m.

II. ROLL CALL
Board members present: Reenders, Kieft, Gignac, Redick, and Larsen.
Board members absent: Behm, and Meeusen.

Also present were Superintendent Cargo and North Ottawa Council on Aging Director Susan Howell-Stuk.

Without objection, the Meeting Agenda was approved.

III. NEW BUSINESS

Motion by Larsen supported by Gignac to adopt and approve Resolution 17-02-01, which approves the ballot language for the proposed renewal of the North Ottawa Council on Aging 0.25 mills property tax, which shall be submitted to the qualified Township electors at the upcoming May 2, 2017 election. Which motion carried, as indicated by the following roll call vote:

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

IV. PUBLIC COMMENTS/QUESTIONS
None

V. ADJOURNMENT
Without objection, the work session adjourned at 6:02 p.m.

Respectfully Submitted,

Laurie Larsen  
Grand Haven Charter Township Clerk

Mark Reenders  
Grand Haven Charter Township Supervisor
MANAGER'S MEMO

DATE: February 7, 2017

TO: Township Board

FROM: Cargo

SUBJECT: Social Media

OVERVIEW

Per the request of the Board, staff have been considering options to increase the use of social media to enhance communications with Township residents.

However, prior to presenting any options or ideas, I would recommend that the Board discuss the following:

- What is the goal or objective that the Board wants to achieve with regard to the increased use of social media? *(Without a clear objective, it will be difficult to gauge “success” regarding any further venture into social media.)*
- What types of communication does the Board want to include *(e.g., articles on major happenings, schedules, education on services, etc.)*?
- What is the frequency of these communications *(e.g., weekly, bi-weekly, monthly, etc.)*?

After the aforementioned has been decided, the Board can consider social media ventures.

CONSTANTCONTACT

One option would be to use a social media service such as “ConstantContact” – a service that develops email lists and produces professional email “newsletters” that are sent on a defined basis.

Two examples of emails are attached – a Spring Lake Village email that is developed and sent weekly and a Park Township email that is sent monthly.

ConstantContact would allow for streamlined administration of various types of mailings and manage the email lists by customer interest. Interested parties could sign up directly at the Township website, instructions could be included on Township mailings, and email addresses can be pulled from the Facebook page.

GHT staff would sign-in to ConstantContact to author a newsletter or other mailing, ideally templates
would be established to streamline the process. Within the body of the newsletter, staff would have the ability to upload images and graphics.

WebTecs would set up ConstantContact as part of their content management services. WebTech could also create and integrate communication (i.e., newsletter, tax notice, press release) templates for $175/each.

ConstantContact has a free 60-day trial, then pay monthly, or sign-up for 6-month/12-month programs to receive additional discount.

### PRICING

**ConstantContact Pricing**

**Up 500 subscribers**
- Monthly: $20/month
- 6-Month: $16/month
- 12-Month: $14/month

**501 - 2500 subscribers**
- Monthly: $40/month
- 6-Month: $32/month
- 12-Month: $28/month

**2501 - 5000 subscribers**
- Monthly: $60/month
- 6-Month: $48/month
- 12-Month: $42/month

### FACEBOOK PROMOTION

Another option – that could be used independently or in conjunction with ConstantContact – is Facebook promotion.

Facebook offers 5 promotion methods—Ongoing, Contact Us Button, Website, Local Business, and Page. For a price, Facebook will post ads on people’s news feeds. Two examples of how these ads appear in feeds is below:

![Facebook ads example](image-url)
PROMOTION DETAILS

With the exception of Ongoing Promotion, each of the methods listed below provide an average cost. Facebook states, “when your ads have more opportunities to get results, you may spend more than your daily budget. You’ll spend up to $6.25 on some days and less on others to maintain an average daily budget of $5.”

Facebook offers 4 options for the duration of the ad:

- 7 days
- 14 days
- 28 days
- Run this ad until date

Promote Page

The Township Facebook page can be promoted, which would increase the number of users “liking” the page. The preferred audience can be selected based on gender, age, location, and interests.

- $2/day: Estimated 1 – 3 likes per day
- $3/day: Estimated 1 – 4 likes per day
- $5/day: Estimated 2 – 7 likes per day
- $10/day: Estimated 4 – 15 likes per day
- $15/day: Estimated 5 – 22 likes per day
- Choose Your Own

Promote Website

The Township website can be promoted through Facebook. This would increase traffic to www.ght.org. The preferred audience can be selected based on gender, age, location, and interests.

- $5/day: Estimated 4 – 8 clicks
- $50/day: Estimated 42 – 78 clicks
- $75/day: Estimated 63 – 117 clicks
- $100/day: Estimated 84 – 157 clicks
- $250/day: Estimated 211 – 392 clicks
- $500/day: Estimated 422 – 783 clicks
- $1,000/: Estimated 843 – 1,566 clicks
Ongoing Promotion

Unlike the other methods of promotion, Ongoing allows the Township to set an exact monthly cost. Over time Facebook will identify what ads get more people to visit the website, and those will be shown more often. Ads can be changed or canceled at any time. Preferred audience selections are limited to location, age, and gender.

- $35/month: Estimated 31 – 57 clicks per month
- $75/month: Estimated 66 – 122 clicks per month
- $150/month: Estimated 131 – 244 clicks per month

Promote Contact Us Button

Each Facebook page includes a Contact Us Button. There are 5 ways this button can be setup:

1. Call Now
2. Contact Us
3. Send Message
4. Sign Up
5. Send Email

Currently, the Contact Us Button redirects people to the Townships Contact Us page. This can be amended at any time.

This type of promotion will include a Contact Us Button within the ad. For example, if the Township created a subscription based newsletter the button could direct people to the page where they can sign up to receive the newsletter.

Similarly, the audience can be selected based on gender, age, location, and interests.

- $3/day: Estimated 3 – 5 clicks
- $5/day: Estimated 5 – 9 clicks
- $8/day: Estimated 8 – 14 clicks
- $10/day: Estimated 9 – 18 clicks

Promote Local Business

This method is quite similar to the rest, but allow more specific audience characteristics. It also includes a “Call to Action” button within the ad. There are 6 options for the Call to Action Button:

1. Like Page
2. Call Now
At this stage … this memo is meant only to stimulate some thoughts and discussions. No action is necessary.
Pursuant to the instructions of the Board, staff utilized the “agreeAdate” app to find a special meeting date in late February or early March when all of the elected officials could attend. Unfortunately, the best staff could find is Tuesday March 7th when six of the seven could attend.

Recall that the Board will need to make **two important determinations** with regard to the General Fund undesignated fund balance:

- **Question #1**: Should the maximum General Fund undesignated fund balance remain at about six (6) months of revenues (i.e., $1.6 million) or should this be lowered to five (5) months (i.e., about $1.3 million) or even four (4) months (i.e., $1.0 million)?

- **Question #2**: How should the FY2016 General Fund undesignated fund balance (i.e., *about $2.5+ million*) be appropriated or designated? The options will range from designating a portion to street maintenance to designating a portion for future park improvements to (*fill in the blank*).  

Both of these questions are very important – but, should be “fun”.

That said, staff need the Board to (1) select a special meeting date; or, (2) select an upcoming Board work session; or, (3) instruct staff to attempt to find a special meeting date in mid- to late March.

**Staff need instruction on how to proceed.**
INTER-OFFICE MEMO

DATE: February 8, 2017
TO: Township Board
FROM: VerBerkmoes/Cargo
SUBJECT: Budgeted Replacement Vehicles

As you may recall, the FY2017 Budget contained $85,000 for the replacement of three Township vehicles. Specifically, this includes:
✓ $35,000 to replace a 2003 Dodge Ram 2500 Pickup;
✓ $25,000 to replace a 2006 Ford 250 Pickup; and,
✓ $25,000 to replace a 2004 Grand Caravan

All of the vehicles were priced through the Michigan Fleet Purchasing Plan for a total price of $79,238 (or about $5,762 under projections). The actual price of each vehicle through the State program are as follows:
✓ $28,911 for a 2017 Ford F250 Super Cab 4 x 4 Pickup
✓ $26,299 for a 2017 Ford F250 4 x 4 Pickup
✓ $24,028 for a 2017 Dodge Grand Caravan

The purchase orders and vehicle details are attached.

Please note that the State fleet prices were provided to the local Ford and Dodge dealerships. However, neither dealership responded with a quote or attempted to match these fleet prices.

All of the vehicles to be replaced will be sold through Miedema Auctions.

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

Move to authorize the expenditure of approximately $79,238 for the purchase of a 2017 Ford F250 Super Cab 4 x 4 Pickup; a 2017 Ford F250 4 x 4 Pickup; and a 2017 Dodge Grand Caravan. Further, the 2003 Dodge Ram 2500 Pickup; the 2006 Ford F250 Pickup; and the 2004 Dodge Caravan are authorized to be sold through Miedema Auction (or similar site) as surplus equipment.

If you have any questions, please contact either VerBerkmoes or Cargo at your convenience.
## Purchase Order

**Number:** WA57029  
**Date:** January 15, 2017

**Date Required:**  
**Terms:** F.O.B.

**TO:**  
Gorno Ford  
22025 Allen Road  
Woodhaven, MI 48183  
Fax: 734-671-4375

**SHIP TO:**  
Grand Haven Township  
13300 168th Avenue  
Grand Haven MI 49417  
Attn: Dan Tlachac

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| 1        | Super Duty XL| 2017 F250 Super Cab 4x4 Pick Up  
MiDeal Specification 3958-0089  
Pick-Up, Extended Cab, 6' Box, 2,500 lbs. min. Payload  
Exterior: Oxford White  
Interior: Medium Earth Gray |
| 1        | A/M          | Sliding Rear Window |
| 1        | 90I          | Power Equip.group |
| 1        | 76C          | Warning System |
| 1        | A*           | Split Bench Seat |
| 1        | 66S          | Switches |
| 1        | 18B          | Running Boards |
| 1        | 41P          | Skid Plates |
| 1        | 52B          | Trailer Brake Control |
| 1        | X4M          | Axle Ratio - 4.30 w/ Electronic Locking |
| 1        | 213          | Electronic SOF |
| 1        | TCD          | LT265/70R17E All Terrain BSW |

**GRAND TOTAL:** $28,911.00

**IMPORTANT:**  
Our Order Number must appear on Invoices, Packages and Correspondence. Acknowledge if unable to deliver by the date required

**APPROVED:**
TRUCK EQUIPMENT

The items listed below are to be supplied on all trucks, even though they may be optional with the manufacturer. They have also been included in the individual specifications and are to be furnished on all vehicles:

See individual specifications for MDOT specific options.

12 Volt auxiliary outlet

Air Conditioning - All trucks.

Color-Manufacturers Standard to be selected.

Coolant System-Maximum Size Available, including the Heaviest Duty Radiator

Fuel Tanks, Diesel, with sending unit and magnetic drain plug, on all trucks over 21,000 G.V.W.R., painted Black and labeled "Diesel Fuel Only".

Hub caps on all pickups and vans up to and including 10,000 G.V.W.R. If not available from dealer cap nuts shall be furnished.

Keys-(2) sets with code numbers; shall be with vehicle at time of delivery. (Three sets for MDOT)

Mirrors All trucks are to be equipped with R.H. and L.H. outside rearview mirrors to comply with Michigan laws; all trucks up to and including 15,000 G.V.W.R. shall be equipped with inside rearview mirror. In all cases, outside R.H. & L.H. rear view mirrors shall be 34 sq.in. minimum, swing away type and provide full vision past all body installations. Mirrors shall be of stainless steel or high impact plastic construction unless denoted otherwise in individual truck specifications. All West Coast Type or Below Eye Level Camper Style Mirrors shall have stainless steel or high impact plastic heads, brackets, and hardware.

Paint codes-factory paint codes shall be furnished with all vehicles; for all after market painting both the brand and paint code shall be furnished.

Pre-delivery inspection and servicing.

Radio - AM/FM Manufacturers Standard, Factory Installed

Seats-Split Bench type, unless otherwise specified

Shock absorbers-(Heaviest Duty Available), front all trucks. Rear, up to and including 15,000 G.V.W.R.
3958-0031  LIGHT DUTY TRUCK I: PICK-UP BODY, EXTENDED CAB, (6 Foot Box) (Payload-3,000 lbs., min.)

MODEL-2011 CURRENT NEW

PRELIMINARY REQUIREMENTS:

G.V.W.R. 8,800 (lbs.), minimum

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as “STANDARD FACTORY EQUIPPED” and are to be included on this vehicle.

Axle, rear-limited slip.
Battery-12 Volt, 600 CCA, minimum.
Bumper-Mfg. Std
Doors-Rear, Dual
Fuel capacity-largest available from mfg.
Rear Seat-front facing bench.
Wrench-wheel.

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as “STANDARD FACTORY EQUIPPED” and are to be included on this MDOT vehicle.

Keys-(1) additional set (total of 3 sets) with code numbers; shall be with vehicle at time of delivery.
Bumper Rear, step-down type, Heaviest-Avail. Towing Capacity, Mfg. Std.
Seats, cloth, split bench
Trailer Hitch, Class III receiver type
Towing Package, Heaviest-Duty-Available from Manufacturer
Trailer Brake controller
Up-fitter switches
**PURCHASE ORDER**

**Number:** WA57927  
**Date:** January 15, 2017  
**Date Required:** A.S.A.P.  
**Ship VIA:** F.O.B.  
**Terms:** Net 15

**TO:**  
Gorno Ford  
22025 Allen Road  
Woodhaven, MI 48183  
Fax: 734-671-8475

**SHIP TO:**  
Grand Haven Township  
13300 168th Avenue  
Grand Haven MI 49417  
Attn: Dan Tisach

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| 1        | Super Duty XL | 2017 F250 Reg. Cab 4X4 Pick Up MiDeal Specification 3958-0092  
Pick-Up, 8' Box, Standard Cab, 2,800 lbs. min. Payload  
Exterior: Oxford White  
Interior: Medium Earth Gray | $23,315.00 | $23,315.00 |
| 1        | A/M   | 90I    | Sliding Rear Window  
Power Equip group | $150.00 | $150.00    |
| 1        | 473   | Snow Plow Prep Pkg | $79.00 | $79.00    |
| 1        | 76C   | Warning System | $107.00 | $107.00    |
| 1        | A*    | Split Bench Seat | Included | Included    |
| 1        | 66S   | Switches | $162.00 | $162.00    |
| 1        | 18B   | Running Boards | $295.00 | $295.00    |
| 1        | 41P   | Skid Plates | $92.00 | $92.00    |
| 1        | 52B   | Trailer Brake Control | $249.00 | $249.00    |
| 1        | X4M   | Axle Ratio - 4.30 w/ Electronic Locking | $359.00 | $359.00    |
| 1        | 213   | Electronic SOF | $171.00 | $171.00    |
| 1        | TCD   | LT265/70R17E All Terrain BSW | $419.00 | $419.00    |

**GRAND TOTAL:** $26,229.00

**IMPORTANT:**  
Our Order Number must appear on Invoices, Packages and Correspondence. Acknowledge if unable to deliver by the date required

**APPROVED:**
TRUCK EQUIPMENT

The items listed below are to be supplied on all trucks, even though they may be optional with the manufacturer. They have also been included in the individual specifications and are to be furnished on all vehicles:

See individual specifications for MDOT specific options.

12 Volt auxiliary outlet

Air Conditioning - All trucks.

Color-Manufacturers Standard to be selected.

Coolant System-Maximum Size Available, including the Heaviest Duty Radiator

Fuel Tanks, Diesel, with sending unit and magnetic drain plug, on all trucks over 21,000 G.V.W.R., painted Black and labeled “Diesel Fuel Only”.

Hub caps on all pickups and vans up to and including 10,000 G.V.W.R. If not available from dealer cap nuts shall be furnished.

Keys-(2) sets with code numbers; shall be with vehicle at time of delivery. (Three sets for MDOT)

Mirrors All trucks are to be equipped with R.H. and L.H. outside rearview mirrors to comply with Michigan laws; all trucks up to and including 15,000 G.V.W.R. shall be equipped with inside rearview mirror. In all cases, outside R.H. & L.H. rear view mirrors shall be 34 sq.in. minimum, swing away type and provide full vision past all body installations. Mirrors shall be of stainless steel or high impact plastic construction unless denoted otherwise in individual truck specifications. All West Coast Type or Below Eye Level Camper Style Mirrors shall have stainless steel or high impact plastic heads, brackets, and hardware.

Paint codes-factory paint codes shall be furnished with all vehicles; for all after market painting both the brand and paint code shall be furnished.

Pre-delivery inspection and servicing.

Radio - AM/FM Manufacturers Standard, Factory Installed

Seats-Split Bench type, unless otherwise specified

Shock absorbers-(Heaviest Duty Available), front all trucks. Rear, up to and including 15,000 G.V.W.R.
3958-0092 LIGHT DUTY TRUCKS AND UTILITY 4X4: PICK-UP BODY, 8 FT. Box
(Payload 2,800 lbs., min.)

MODEL-2011 CURRENT NEW

PRELIMINARY REQUIREMENTS:

G.V.W.R. 8,600 (lbs.), minimum

Transmission: Automatic with 2-speed transfer case and maximum capacity transmission oil cooler. Factory installed.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as “STANDARD FACTORY EQUIPPED” and are to be included on this vehicle.

Battery-12 Volt, 600 CCA, min.
Bumper- Mfg. Std.
Fuel capacity-largest available from mfg.
Wrench-wheel.

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as “STANDARD FACTORY EQUIPPED” and are to be included on this MDOT vehicle.

Bumper-Rear, step down type, Heaviest Avail. Towing Capacity, Mfg. Std.
Hubs-Automatic locking type on front (MDOT)
Keys—(1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.
Skid-Plate(s)
Tires-Truck, Tubeless, Radial, to meet G.V.W.R. Tread design shall be similar to Goodyear Wrangler AT, or Michelin XCR-AT (Goodyear preferred)
Towing Package, Heaviest Duty Available from Manufacturer
Tow-hooks-front, frame-mounted.
Trailer-Hitch, Class III receiver type
# PURCHASE ORDER

Number: WA57927  
Date: January 16, 2017

Date Required:  
Terms: Net 15

Ship VIA: F.O.B.

---

**TO:**  
LaFontaine CDJR-Lansing  
6131 S. Pennsylvania Ave.  
Lansing, MI 48911  
Phn. 517-394-1022 / Fax 517-394-1282

**SHIP TO:**  
Grand Haven Township  
13300 168th Avenue  
Grand Haven MI 49417  
Attn: Dan Tlachac Ph 616-638-2389

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>STOCK NUMBER</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
| 1        | RTKH53       | 2017 Compact Van, 7 Passenger (min.)  
MiDeal Specification 3905-0042  
Grand Caravan  
Exterior: White Knuckle Clear-Coat  
Interior: Black | $20,961.00 | $20,961.00 |
| 1        | 29H          | SE Plus Package | $2,403.00 | $2,403.00 |
| 1        | MW1          | Black Roof Rails | $352.00 | $352.00 |
| 1        | AHS          | Mopar Premium Addition Group | $312.00 | $312.00 |

**GRAND TOTAL:** $24,028.00

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**IMPORTANT:**  
Our Order Number must appear on Invoices, Packages and Correspondence. Acknowledge if unable to deliver by the date required

---

**APPROVED:**
PASSENGER VEHICLE EQUIPMENT

The items listed below are to be supplied on all vehicles, even though they may be optional with the manufacturer. They have also been included in the individual specifications and are to be furnished on all vehicles:

See individual specifications for MDOT specific options.

Air Conditioning.
Battery-Maximum CCA available.
Color-Manufacturers Standard Color to be selected.
Defroster-Electric, rear window.
Floor Mats-Mfg. Stnd., front and rear, color coordinated.
Keys-(2) sets with code numbers; shall be with vehicle at time of delivery.
Lights, Daytime Running (if available from manufacturer as standard equipment)
Moldings-Body side; if not independently available, but available only as a portion of a package, they may be dealer installed using "original equipment" as available from the manufacturer.
Pre-delivery inspection and servicing.
Radio-AM/FM mfg. standard, factory installed.
Speed Control, factory installed
Steering-Power, Tilt Wheel.
Transmission-Automatic
Upholstery, Seats - Cloth or Cloth and Vinyl.

ALL VEHICLES MUST BE EQUIPPED IN COMPLIANCE WITH ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND REGULATIONS.

Note: No dealer advertising decals are to be on vehicle

Delete: On GM vehicles, OnStar and XM radio are deleted.
STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS

3905-0042  VANS AND LARGE UTILITY VEHICLES: COMPACT VAN, 7
PASSENGER (Minimum), FRONT WHEEL DRIVE, (Payload-1,100 lbs.,
min.)

MODEL-2011 CURRENT NEW

PRELIMINARY REQUIREMENTS:

G.V.W.R. (lbs.), 5,000 min.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Passenger Vehicle Equipment are to be supplied
on all vehicles, even though they may be optional with the manufacturer (refer to page A).

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as “STANDARD FACTORY
EQUIPPED” and are to be included on this vehicle.

Battery-12 Volt, 500 CCA, Min.
Bumper-Front and rear, Mfg. standard finish.
Speed Control, Factory Installed.
Wrench-wheel.
Manager’s Memo

DATE: February 9, 2007

TO: Township Board

FROM: Cargo

RE: Approve Engineering Agreement – “Orphan Drain” Project

As you may recall, Grand Haven Charter Township began the so-called “Orphan Drain” project in 2016 – a project that will take five or six years to complete. (The majority of the project will be taken with the public hearing process to bring the orphan drains into the County storm water system.)

The objective of the project is to ensure that all of the storm drain systems within the Township are brought under the control and maintenance of Ottawa County. (Two recent examples would be the Gilneas Creek drain and the lower-half of the Van Doorne drain.)

At this stage, Ottawa County has completed mapping of all of the county drains in Grand Haven Township. Unfortunately, there are drain systems that exist but are not part of the county drain system. And, unless these drains are brought under County control, monies cannot be spent to maintain or repair these systems (i.e., public monies can’t be spent on private property).

The engineering agreement will identify and map these “orphan” drains through the County GIS system – with an end product similar to maps that are maintained for the water or sanitary sewer systems (e.g., pipe sizes, ditch locations, culverts, retention areas, etc.). This will require significant field work since many of these orphan drains have no drawings or records.

The identification and mapping work should be completed by the end of 2017. Further, the project will be on a time and material basis – with a cost not-to-exceed $20,000. (See attached.)

If the Board continues to support this project, the following motion can be offered:

Motion to authorize the Township Superintendent to execute an engineering agreement with Prein & Newhof for mapping services related to the so-called “Orphan Drain Project” on a time and material basis, not to exceed $20,000.

If there are any questions or comments, please contact me prior to the Board meeting.
Professional Services Agreement

This Professional Services Agreement is made this 3rd day of _______ February _______, 2017 ("Agreement") by and between Prein & Newhof, Inc. ("P&N"), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and Grand Haven Charter Township ("Client"), of 13300 168th Avenue, Grand Haven, MI 49417

WHEREAS Client intends to:

Complete Storm Water Mapping within Grand Haven Charter Township

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

Name: Mark Verberkmoes
Title: Public Services Director
Phone Number: 616-842-5988
Facsimile Number: 616-842-9419
E-Mail: mverberkmoes@ght.org

For P&N

Name: Kevin S. Kieft, P.E.
Title: Project Manager
Phone Number: 231-798-0101
Facsimile Number: 231-798-0337
E-Mail: kkieft@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

☑ P&N Standard Terms and Conditions for Professional Services
☑ P&N Proposal dated January 26, 2017
☐ P&N Standard Rate Schedule
☐ P&N Supplemental Terms and Conditions
☐ Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

ARTICLE 4 – COMPENSATION:

☐ Lump Sum for Services Described in Article 3 above - $.
   Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date
   the additional service are performed.

☐ Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in
   effect on the date services are performed.

☒ Other: Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule
   in effect on the date services are performed with a cost not to exceed $20,000.

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all
prior written or oral understandings. This Agreement may not be altered, modified or amended,
except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Client

By: ____________________________
Printed Name: ____________________
Title: ___________________________
Date: ___________________________

Prein&Newhof

By: ____________________________
Printed Name: Barbara E. Marczak
Title: Team Leader
Date: ___________________________
Standard Terms & Conditions

A. General - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates, the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

B. Standard of Care - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

C. Disclaimer of Warranties - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

D. Construction/Field Observation - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

E. Construction Means and Methods - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

F. Opinions of Probable Costs – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities
   1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
   2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.

H. Hazardous or Contaminated Materials/Conditions
   1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
   2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
   3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer’s surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against
Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.

5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to underground utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker’s compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker’s compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.

2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer’s consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer’s officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer’s officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents ($50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

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

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer’s instruments of service, and are and shall remain the property of Engineer.

2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client’s sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client’s sole risk and full legal responsibility.
M. Differing Site Conditions - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions.

N. Terms of Payment - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the Project. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.

O. Termination - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of termination, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.

P. Severability and Waiver of Provisions - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. 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 the Agreement.

Q. Dispute Resolution - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.

2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.

3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.

R. Force Majeure - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.

S. Assignment - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

T. Modification - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.

U. Survival - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.

V. Third-Party Beneficiary - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
Community Development Memo

DATE:   February 8, 2017
TO:     Township Board
FROM:   Stacey Fedewa, Community Development Director
RE:     Revised Timberview PUD Contract

BACKGROUND

In late 2015, the Timberview Apartments PUD was purchased by another company. The new owner began the process of constructing the two remaining apartment buildings. Part of this process included a land division. For financing purposes, the owner desired to keep the new construction separate from the remainder of the development.

Due to the change in ownership, new parcel numbers, and new legal descriptions staff and the developer agreed a revised contract was in order.

PUD CONTRACT

Attorney Bultje drafted the revised contract, which has been executed by the new owner, and is now ready to be signed by the Township.

The PUD Contract formalizes that the developer must comply with the approved plans and any conditions imposed by the Township. The Contract will be recorded with the Ottawa County Register of Deeds, and the compliance obligations run with the property.

MOTION

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

Motion to authorize Supervisor Reenders and Clerk Larsen to execute the Revised Timberview PUD Contract.

If you have questions or comments, please contact me at your convenience.
REVISED TIMBERVIEW PLANNED UNIT DEVELOPMENT AGREEMENT
RELATIVE TO MIXED USE AND OPEN SPACE MATTERS

THIS REVISED AGREEMENT is made among the Charter Township of Grand Haven, a Michigan charter township, whose address is 13300 - 168th Avenue, Grand Haven, Michigan (the "Township"); TEG Timberview 1 LLC, whose address is 26021 Marlowe Place, Oak Park, Michigan 48237 ("Timberview 1"); and TEG Timberview 2 LLC, whose address is 26021 Marlowe Place, Oak Park, Michigan 48237 ("Timberview 2").

FACTS AND CIRCUMSTANCES

A. Timberview 1 and Timberview 2 are all the owners of the realty located in the Township legally described on Exhibit A (the "Realty").

B. The Township has approved a mixed use planned unit development under the Township Zoning Ordinance, as amended (the "Ordinance") on the Realty (the "PUD").

C. A residential apartment community has been constructed on the Realty.

D. Section 17.04.2.D of the Ordinance allows the Township to enter into an agreement setting forth certain terms and conditions relative to the Township's approval of a planned unit development.

E. The Township gave PUD approval on the condition that an agreement be executed per Section 17.04.2.D of the Ordinance.

F. The portions of the Realty described on Exhibit B will be set aside for open space in compliance with the Ordinance.

G. The PUD includes additional property, legally described on Exhibit C, which is owned by another party and which will potentially be commercially developed in the future. At such future time, the additional property will be subject to site plan review for amendment of the PUD, and the owner of the additional property will enter into a development agreement with the Township at that time.
THEREFORE, in consideration of the Township's approval of the PUD, and pursuant to the condition of such approval that this Revised Agreement be finalized, the parties agree as follows.

1. The PUD will be treated as a mixed-use planned unit development under Section 17.10 of the Ordinance. The Realty will be or has been developed for residential uses along with the required open space.

2. The Township will require separate planned unit development and site plan approvals for each phase of the PUD.

3. Timberview 1 and Timberview 2 agree to cooperate with the owner of the additional property shown on Exhibit C for the addition of a commercial portion to the PUD at the appropriate time.

4. Timberview 1 and Timberview 2 agree to set aside that part of the Realty identified on Exhibit B as "open space" and will fully comply with Section 17.05.5.G of the Ordinance.

5. The PUD shall be developed in accordance with all conditions established by the Township in the PUD approval, including without limitation compliance with all federal, state, county, and Township laws, regulations, and ordinances.

6. This Revised Agreement and its rights and obligations shall be assignable by giving all parties notice in writing. This Revised Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. All notices and other documents to be served or transmitted shall be in writing and addressed to the parties at the addresses stated on page 1 of this Revised Agreement or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. This Revised Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Revised Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Revised Agreement. If any section or provision of this Revised Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Revised Agreement, which shall remain in full force and effect. It is contemplated that this Revised Agreement will be executed in multiple counterparts, all of which together shall be deemed to be one agreement. Any captions in this Revised Agreement are for convenience only and shall not be considered as part of this Revised Agreement or in any way to amplify or modify its terms and provisions. All attached exhibits are incorporated by reference as though fully stated in the Revised Agreement. This Revised Agreement may not be amended other than by a written document signed by both parties.
The parties have executed this Revised Agreement as of the dates noted below.

GRAND HAVEN CHARTER TOWNSHIP,
a Michigan charter township

By: Karl French, Supervisor                  By: Laurie Larsen, Clerk
    Mark Reenders

STATE OF MICHIGAN

COUNTY OF OTTAWA

The foregoing Revised Agreement was acknowledged before me this ____ day of __________, 2017 by Karl French and Laurie Larsen, the Supervisor and the Clerk respectively, of Grand Haven Charter Township, a Michigan charter township, on behalf of the Township.

__________________________, Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My Commission expires:__________________

TEG TIMBERVIEW 1 LLC, a
Michigan limited liability company

By: Yshia David Wilber
Its: Member

By: Its: Member

By: Its: Member

TEG TIMBERVIEW 2 LLC, a
Michigan limited liability company

By: Yshia David Wilber
Its: Managing Member

By: Its: Member

By: Its: Member
STATE OF MICHIGAN  
COUNTY OF Rockland  

Sworn to and subscribed before me this 5th day of January, 2017, by Yshia David Wilker and ____________, as members of TEG Timberview 1 LLC, a Michigan limited liability company, on behalf of TEG Timberview 1 LLC.

Rachael Botnick  
Notary Public  
Rockland County, Michigan  
New York  
Acting in Rockland County, Michigan  
New York  
My Commission expires: November 16, 2018  

STATE OF MICHIGAN  
COUNTY OF Rockland  

Sworn to and subscribed before me this 5th day of January, 2017, by Yshia David Wilker and ____________, as members of TEG Timberview 2 LLC, a Michigan limited liability company, on behalf of TEG Timberview 2 LLC.

Rachael Botnick  
Notary Public  
Rockland County, Michigan  
New York  
Acting in Rockland County, Michigan  
New York  
My Commission expires: November 16, 2018  

Prepared by and return to:  
Ronald A. Bultje (P29851)  
Scholten Fant  
100 North Third Street  
P.O. Box 454  
Grand Haven, MI 49417-0454  
(616) 842-3030

Draft Date  
10/05/16
LENDER CONSENT TO REVISED PUD AGREEMENT

(FHLMC – Timberview 2 Property)

Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States ("Freddie Mac") is the mortgagee under that certain Multifamily Mortgage made by TEG Timberview 2 LLC, a limited liability company organized and existing under the laws of Michigan, to Freddie Mac, in the amount of $75,000,000.00, dated April 28, 2015 and recorded May 1, 2015 as Instrument No. 2015-0015404 in the County Clerk/Register of Deeds of Ottawa County, Michigan (as the same may be amended, supplemented or otherwise modified from time to time, including any other instruments executed and delivered in renewal, extension, rearrangement or otherwise in replacement of such mortgage, the "Mortgage"). Freddie Mac hereby consents to the terms and provisions of the foregoing Revised Timberview Planned Unit Development Agreement Relative to Mixed Use and Open Space Matters ("Revised PUD Agreement"), including all exhibits thereto, and agrees that the operation, lien and effect of the Mortgage shall be subject to the operation, lien and effect of the foregoing Revised PUD Agreement, including all exhibits thereto, such Mortgage to otherwise remain in full force and effect.

[SIGNATURE ON FOLLOWING PAGE]
FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation organized and existing under the laws of the United States.

By: __________________________
Name: Thomas C. McDonald
Title: Manager
       Multifamily Asset Management

STATE OF VIRGINIA                   )
 COUNTY OF FAIRFAX                   ) ss

Acknowledged before me in the State of Virginia, Fairfax County, this 19th day of December, 2016, by Thomas C. McDonald, the Manager of Asset Management of the Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States ("Freddie Mac"), on behalf of Freddie Mac.

Leslie R. Gallaher
Notary Public, Fairfax County, VA
Acting in Fairfax County, Virginia
My Commission Expires: 12/31/2020
LENDER CONSENT TO REVISED PUD AGREEMENT  
(Fannie Mae – Timberview 1 Parcel)

FANNIE MAE, a corporation organized and existing under the laws of the United States ("Fannie Mae") is the current mortgagee by means of assignment under that certain Mortgage made by Timberview I LLC, a limited liability company organized and existing under the laws of Michigan, to Red Mortgage Capital, a corporation organized under the laws of Ohio, in the amount of $11,900,000, dated as of December 12, 2007 and recorded December 19, 2007 as Instrument No. 0050779 in Liber 5561, Page 299 in the County Clerk/Register of Deeds of Ottawa County, Michigan (as the same may be amended, supplemented or otherwise modified from time to time, including any other instruments executed and delivered in renewal, extension, rearrangement or otherwise in replacement of such mortgage, the "TV1 Mortgage"). Fannie Mae hereby consents to the terms and provisions of the foregoing Revised Timberview Planned Unit Development Agreement Relative to Mixed Use and Open Space Matters ("Revised PUD Agreement"), including all exhibits thereto, and agrees that the operation, lien and effect of the TV1 Mortgage shall be subject to the operation, lien and effect of the foregoing Revised PUD Agreement, including all exhibits thereto, such TV1 Mortgage to otherwise remain in full force and effect.

[SIGNATURE ON FOLLOWING PAGE]
FANNIE MAE,

da corporation organized and existing under the laws of the United States

By:  

Name: Michael W. Dell  

Title: ASSISTANT VICE PRESIDENT

District of Columbia
STATE OF MICHIGAN  )

COUNTY OF KENT  )

Acknowledged before me in Ottawa County, Michigan, this 29th day of December 2014, by Michael W. Dell, the Assistant Vice President of Fannie Mae, a corporation organized and existing under the laws of the United States, on behalf of the company.

Notary Public, Kent County, MI
Acting in Kent County, Michigan
My Commission Expires: ________________

MONIQUE M. ANDERSON
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 31, 2021

GHCT 364 Revised Timberview Planned Unit Development Agreement Relative to Mixed Use and Open Space Matters 10052016
EXHIBIT A

70-03-33-200-079:

PART OF NE 1/4 COM N 1/4 COR, TH S 01D 40M 35S E 980.63 FT ALG N&S 1/4 LI & N 88D 50M 16S E 310 FT ALG N LI OF S 1/2 OF S 1/2 OF NW 1/4 OF NE 1/4 TO PT OF BEG, TH N 88D 50M 16S E 746.54 FT ALG SD LI, TH S 0D 52M 54S E 185.19 FT, S 42D 43M 40S W 68.74 FT, S 12D 17M 26S W 112.43 FT, TH NWLY 241.39 FT ALG A 1533 FT RAD CURVE TO LEFT (CHD BEARS N 82D 13M 14S W 241.14 FT), TH SW'LY 195.25 FT ALG A 370.91 FT RAD CURVE TO RIGHT (CHD BEARS S 16D 26M 38S W 193 FT), TH S 01D 19M 27S E 427.66 FT ALG W LI OF NE 1/4 OF SW 1/4 OF NE 1/4, TH S 89D 05M 24S W 18.24 FT, S 01D 19M 27S E 65.58 FT, S 87D 32M 40S W 380.57 FT, N 01D 40M 35S W 227.56 FT, NE'LY 140.96 FT ALG A 117 FT RAD CURVE TO RIGHT (CHD BEARS N 32D 50M 11S E 132.58 FT), TH S 89D 0M 52S W 12.57 FT, NE'LY 134.05 FT ALG A 183 FT RAD CURVE TO LEFT (CHD BEARS N 19D 18M 30S E 131.07 FT), TH N 01D 40M 35S W 230.07 FT (PREVIOUS 5 COURSES BEING ALG E R/W LI OF DUNE VIEW AVE), TH S 89D 51M 16S W 78.52 FT ALG N R/W LI OF TIMBERVIEW DR, TH N 01D 40M 35S W 301.93 FT TO BEG. SEC 33 T8N R16W 10.72 A

70-03-33-200-081:

Parcel "A": Part of the Northeast 1/4 of Section 33, Town 8 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence S01°40'35"E 980.63 feet along the North-South 1/4 line of said Section 33; thence N88°50'16"E 1259.69 feet along the North line of the South 1/2 of the South 1/2 of the Northeast 1/4 of said Section 33 to the Point of Beginning; thence continuing N88°50'16"E 108.00 feet along said North line; thence S00°58'28"E 854.72 feet along the East line of the West 1/2 of the Northeast 1/4 of said Section; thence S88°50'16"W 108.00 feet; thence N00°58'28"W 854.72 feet to the Point of Beginning. Contains 2.12 acres. Subject to and together with the easements recited in Agreement for Driveway Easement recorded in Liber 5561, Page 290. Subject to easements, restrictions and rights of way of record.
"Remainder": Part of the Northeast 1/4 of Section 33, Town 8 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence S01°40'35"E 980.63 feet along the North-South 1/4 line of said Section; thence N88°50'16"E 1056.54 feet along the North line of the South 1/2 of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 33 to the Point of Beginning; thence continuing N88°50'16"E 203.15 feet along said North line; thence S00°58'28"E 854.72 feet parallel with the East line of the West 1/2 of the Northeast 1/4 of said Section; thence N88°50'16"E 108.00 feet; thence S00°58'28"E 132.28 feet along said East line; thence S89°06'30"W 696.08 feet along the South line of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 33; thence N01°19'27"W 65.58 feet parallel with the West line of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 33; thence N89°05'24"E 18.24 feet along the South line of the North 4/5 of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 33; thence N01°19'27"W 427.66 feet along said West line of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4; thence Northeasterly 195.25 feet along a 370.91 feet radius curve to the left, said curve having a central angle of 30°09'36" and a chord that bears N16°26'38"E 193.00 feet; thence Southeasterly 241.39 feet along a 1533.00 feet radius curve to the right, said curve having a central angle of 09°01'19" and a chord that bears S82°13'14"E 241.14 feet; thence N12°17'26"E 112.43 feet; thence N42°43'40"E 68.74 feet; thence N00°52'54"W 185.19 feet to the Point of Beginning. Contains 10.56 acres. Subject to and together with the easements recited in Agreement for Driveway Easement recorded in Liber 5561, Page 290. Subject to easements, restrictions and rights of way of record.
EXHIBIT B

1) 6,272 S.F. (0.14 acres)
2) 10,806 S.F. (0.23 acres)
3) 27,758 S.F. (0.61 acres)
4) 17,424 S.F. (0.40 acres)
5) 7,178 S.F. (0.16)
6) 10,178 S.F. (0.23)
7) 41,663 S.F. (0.95)
8) 90,782 S.F. (4.38)

Total = 311,690 S.F.
7.15 acres
EXHIBIT C

70-03-33-200-074 (north outlot):

PART OF NE 1/4 COM S 01D 40M 35S E 980.63 FT FROM N 1/4 COR, TH N 88D 50M 16S E 310 FT ALG N LI OF S 1/2 OF S 1/2 OF NW 1/4 OF NE 1/4, TH S 01D 40M 35S E 327.36 FT, S 88D 55M 39S W 310 FT, N 01D 40M 35S W 326.88 FT TO BEG. SEC 33 T8N R16W 2.33 A.

70-03-33-200-072 (south outlot):

PART OF NE 1/4 COM S 01D 40M 35S E 1307.51 FT FROM N 1/4 COR, TH N 88D 55M 39S E 322.52 FT ALG N LI OF SW 1/4 OF NE 1/4, TH S 01D 40M 35S E 205.24 FT, TH SW'LY 103.29 FT ALG A 117 FT RAD CURVE TO RIGHT (CH BEARS S 23D 36M 49S W 99.96 FT), TH SW'LY 42.93 FT ALG 183 FT RAD CURVE TO LEFT (CHD BEARS S 42D 10M 57S W 42.83 FT), TH S 89D 01M 03S W 250.13 FT ALG S LI OF N 1/2 OF NW 1/4 OF SW 1/4 OF NE 1/4, TH N 01D 40M 35S W 326.88 FT ALG N&S 1/4 LI TO BEG, ALSO PART OF SW 1/4 OF NE 1/4 COM CEN 1/4 COR, TH N 01D 23M 52S W 980.67 FT ALG N&S 1/4 LI, TH N 89D 17M 55S E 213.02 FT TO PT OF BEG, TH N 89D 17M 55S E 37.16 FT, TH SW'LY 118.65 FT ALG W'LY R/W LI OF DUNE VIEW AVE ON A 183 FT RAD CURVE TO LEFT (CHD BEARS S 17D 10M 35S W 116.58 FT), TH N 01D 23M 52S W 110.96 FT TO BEG. SEC 33 T8N R16W
Attached, please find an agreement regarding the “Sounds of Summer” concert series held at Pottawattomie Park. As you recall, this series was a success with good crowds and neither the DPW nor the Sheriff’s deputies reporting any serious problems or difficulties.

A non-profit organization called “Walk the Beat” (WTB) will be sponsoring the concert series. The director of this non-profit is Dave Palmer – the same individual that began the non-profit that sponsored the original “Sounds of Summer” concert series.

In brief, the concert series will run on eight (8) Wednesday evenings, beginning June 14th through August 2nd from 6:30 p.m. until 8:30 p.m.

To facilitate this program, GHT needs to approve a license agreement, which is substantially similar to the agreements approved for previous “Sounds of Summer” concert series. (See attached.) GHT employee Kristi Walsh will be working closely with WTB to ensure that the provisions of the agreement are followed.

If the Board supports continuing the “Sounds of Summer” concert series at Pottawattomie Park during 2017, the following motion can be offered:

Move to authorize the Superintendent to execute the proposed agreement authorizing Walk the Beat (WTB) Foundation to use Pottawattomie Park for the 2017 “Sounds of Summer” concert series.

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

BETWEEN GRAND HAVEN CHARTER TOWNSHIP and

WALK THE BEAT

The Charter Township of Grand Haven, a Michigan charter township, of 13300 168th Avenue, Grand Haven, Michigan 49417 (the “Township”) and Walk the Beat, a local non-profit organization, of P.O. Box 926, Grand Haven, MI 49417 (“WTB”) enter into this License Agreement (the “Agreement”).

BACKGROUND FACTS

1. The Township is the owner of Pottawattomie Park (the “Park”), located at 15600 Comstock Street, in the Township.
2. WTB seek to promote their organization through the appreciation for music.
3. WTB wishes to assist the Township with the promotion of the Park, and the Township wishes to assist WTB with the promotion of their organization, through this Agreement.

MUTUAL PROMISES

A. WTB will be allowed to use the Park for the 2017 Sounds of Summer Music Series (the “Series”), according to the terms of this Agreement.
B. The Series will run on eight Wednesday evenings, beginning June 14, 2017 through August 2, 2017 from 7:00 p.m. until 8:30 p.m.
C. WTB will be allowed to use the shelter nearest the water at the Park, which shelter shall be reserved for WTB on the evenings of the Series, from 6:30 p.m. until 8:30 p.m.
D. WTB shall not be charged any cost for the reservation of the shelter in question, on the evenings of the Series, during the designated hours.
E. WTB shall, by June 1, 2017 deposit $500.00 with the Township. The Township shall return the deposit to WTB, promptly after August 21, 2017, provided that WTB’s use of the Park has not caused damage to the Park. If there has been damage to the Park because of WTB’s use of the Park, including any damage caused by any person attending the concerts in the Series, then the Township shall have the right to use the $500.00 to fix the damage and to assess any additional costs to WTB, which shall be due within 30 days after invoice.
F. No sale of alcoholic beverages shall be permitted in the Park, whether by WTB or any other person. However, persons attending the concerts in the series may have alcoholic beverages in their possession, and they may consume alcoholic beverages in the Park from 6:30 p.m. until 8:30 p.m. on the evenings of the Series. This Agreement constitutes the Park Use Permit required by Section 3 of Ordinance No. 59, as amended.
G. WTB will provide its own trash bags and receptacles for the use of persons attending the Series at the Park. WTB will remove all trash left by persons attending the Series at the Park, as well as all WTB provided trash bags and receptacles. This removal will occur at 8:30 p.m. on each evening of the Series, and will be completed by 9:30 p.m. on each evening. If WTB fails to timely and completely accomplish this removal process, the Township may assign the work to its staff. If the Township does so, WTB will be billed
for the Township’s expenses for trash removal. Payment from WTB will be due within 30 days after invoice.

H. During the evenings of the Series, from 7:00 p.m. until 8:30 p.m. performers at the concerts in the Series will not be subject to the noise limitations established in the Township’s Noise Control Ordinance, Ordinance No. 341, as amended. This exemption shall be pursuant to Section 7 of Ordinance No. 341.

I. WTB shall, at its expense, provide liability insurance to protect the Township against all liability resulting or arising from the use of the Park pursuant to this Agreement, even if in violation of this Agreement, naming the Township as an additional insured. The insurance provided by WTB shall be in the minimum amount of $1,000,000.00 for combined single limit personal injury, bodily injury, and property damage. The rider naming the Township as an additional insured shall be submitted to the Township for review and approval before WTB uses the Park pursuant to this Agreement. The rider shall further provide that the Township’s status as an additional named insured shall not be terminated without thirty (30) days advance written notice to the Township.

J. WTB may not assign or in any manner transfer this Agreement to another party.

K. WTB’s use of the Park pursuant to this Agreement is not exclusive and shall not preclude persons from engaging in other legitimate and lawful use of the Park, even during the hours and evenings covered by this Agreement.

L. Except as otherwise provided in this Agreement, WTB shall use the Park in compliance with all Township ordinances and all other applicable laws, rules, and regulations.

GRAND HAVEN CHARTER TOWNSHIP

By: ________________________________

William D. Cargo, Superintendent

Dated: February 6, 2017

GRAND HAVEN AREA JAYCEES

By: ________________________________

Dave Palmer, Executive Director

Dated: ____________________, 2017
Community Development Memo

DATE:        February 8, 2017
TO:         Township Board
FROM:       Stacey Fedewa, Community Development Director
RE:        Request for Proposals – Zoning Ordinance

BACKGROUND

In response to the updated Master Plan, the Township has budgeted $30,000 in 2017 to update the Zoning Ordinance.

REQUEST FOR PROPOSALS

If approved, the attached Request for Proposals (RFP) would be released on February 15th with responses due one month later (March 15th), with an expectation a contract would be executed with the selected firm within 45 days from the due date.

MOTION

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

Motion to approve the Zoning Ordinance Request for Proposals language and direct staff to release the RFP on February 15th.

If you have questions or comments, please contact me at your convenience.
REQUEST FOR PROPOSALS

ZONING ORDINANCE
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SECTION 1: DESCRIPTION OF COMMUNITY

The 2015 population for Grand Haven Charter Township stands at 15,757 and is mainly a “bedroom community.” However, this community is experiencing significant population growth and has a 2030, projected population of 22,277—or a 43.2% increase.

This growth is supported by new construction figures. 2016, was a record-breaking year with $71.8 million of new construction value. This figure eclipses the previous record from 2002, which stood at $44.2 million—or a 62% increase over the former record.

In regard to land uses, 59% is residential; 17.5% is public (e.g., parks, schools, etc.) or road right-of-way; 17% agricultural; 4% commercial; and 2.5% industrial. 50% of the Township’s housing stock was constructed after 1990, which is further evidence of the substantial growth pressure.

SECTION 2: BACKGROUND AND PROJECT OVERVIEW

Grand Haven Charter Township is hereby requesting proposals from qualified, multi-disciplinary professionals to assist in the preparation of a new Zoning Ordinance and updated zoning map, which must be developed in accord with the Michigan Zoning Enabling Act and Michigan Planning Enabling Act.

The Township anticipates this Zoning Ordinance will be user-friendly, realistic, rich in graphics and illustrations that is practical and responsive to existing conditions and the Master Plan goals and objectives. It shall be written in positive language context, and the end product must be searchable electronically and have hyperlinks to assist with navigation within this document and other codified ordinances (e.g., Private Road Ordinance, Clear Vision Ordinance, etc.).

The current Zoning Ordinance was adopted in 1999 and has received many amendments, which has resulted in an unorganized document. When originally drafted this conventional Euclidean Zoning Ordinance integrated sustainability aspects into the regulations because the Township has 7 miles of Lake Michigan shoreline, 5 miles of Grand River shoreline including two large bayous, 1,056 acres of regulated Critical Dune Area, 3,226 acres of wetlands, and notable floodplain areas.

The Township is seeking a hybrid-type Zoning Ordinance that incorporates Form-Based Code. New topics that must be integrated include Resiliency; Missing Middle Housing; Low-Impact Design and other incentive-based options; and overlay zones for waterfront properties and those near the Lake Michigan shoreline. Existing topics that need to be updated due to legislative changes are signage (Reed v. Town of Gilbert), telecommunication facilities, and possibly short term rentals.

The significant natural features described above led the Township to participate in a joint master plan project with the City of Grand Haven. The Land Information Access Association (LIAA) and
the University of Michigan assisted with the Resilient Grand Haven master-planning process. Each municipality adopted individual plans, but worked through the update process in tandem to ensure the communities are growing, and master-planning, cohesively. The Township adopted the Resilient Grand Haven Charter Township Master Plan in April 2016.

This Master Plan is more comprehensive than the typical Plan. It includes a vulnerability assessment, a full report on coastal dynamics, and a variety of Best Management Practices that are recommended for inclusion in the Zoning Ordinance. This information was supplemented by a second Integrated Assessment project conducted by the University of Michigan with assistance from LIAA. The Building Coastal Resiliency Report focused on four areas of concern the Township is experiencing within the coastal areas. It provides background information, methodology, and multiple options available to improve each area of concern.

SECTION 3: SCOPE OF SERVICES

The following professional planning services and general scope of work is anticipated. However, consultants are encouraged to expand on this description and to suggest alternative approaches they believe will better achieve the Township’s objectives.

3.1 Project Tasks. The Township understands this is a complex proposal, so it is willing to be flexible to adapt to changes once the process has initiated. The consultant shall be responsible for:

- Development of a functional hybrid-type Euclidean and Form-Based Code Zoning Ordinance.
  - Ensuring any zoning changes along boundary lines do not reduce the compatibility of adjacent land uses in the neighboring jurisdiction.
- Improving the regulatory structure of the Zoning Ordinance.
- Writing the regulatory language in a positive context.
  - For example, ‘fence can be up to 6 feet in height’ instead of ‘fence shall not exceed 6 feet in height.’
- Creating ordinance graphics and illustrations.
- Providing subject-matter expertise on complicated topics, which may require multiple options for the Ordinance Review Committee to consider:
  - Resiliency
  - Missing Middle Housing
  - Low-Impact Design, and other incentive-based development options
  - Overlay Zone for waterfront properties
  - Overlay Zone for Lake Michigan shoreline properties
Grand Haven Charter Township

- Signage
- Telecommunication Facilities
- Possibly Short Term Rentals (i.e., seasonal residential dwellings advertised on sites such as AirBnB and VRBO)

- Creating a final product that is an electronic format, user-friendly, intuitive, searchable, and utilizes hyperlinks to assist with finding relevant information.
- Produce an updated Zoning Map, and provide all electronic files necessary for the Township to update the map utilizing ArcGIS.
  - Must follow the Ottawa County Standardized Colors and Titles for Zoning Districts. This document and the style files will be provided by the Township.

3.2 **Project Staffing and Management.** The consultant shall work directly with the Community Development Director (also serves as the Zoning Administrator) and Ordinance Review Committee. The Ordinance Review Committee is comprised of two Township Board members (appointed by the Township Board), two Planning Commissioners (appointed by the Planning Commission), and one Zoning Board of Appeals member (appointed by the Zoning Board of Appeals) with the Community Development Director acting as Lead Staff for the Committee. The consultant will be responsible for attending regular meetings with the Ordinance Review Committee. The meeting schedule has yet to be determined, but the Township estimates there will be 5 – 10 meetings with the Committee during 2017 (this number does not include the Presentations described in Section 3.3).

3.3 **Presentation.** The consultant will present the initial draft ordinance to the Planning Commission, Township Board, and host one public community engagement session. This session will be structured as an informal open house including story-board or other presentation formats to introduce the draft document and to explain how it varies from the current, and how it supports the goals of the Master Plan. The form of the open house will be at the direction of the consultant, but the Township desires a brief synopsis of the draft ordinance which may be prepared as a hand-out for open house attendees. Following these meetings, the consultant will confer with the Community Development Director and Ordinance Review Committee to resolve any major issues on the draft. Remaining implementation tasks will be completed by the Township. Final adoption of the ordinance will be the responsibility of the Township.

3.4 **Deliverables.** The consultant will be expected to provide all graphics and illustrations to be included in the ordinance, the synopsis and any hand-outs used in public meetings in both “hard copy” and electronic form. In addition, all text produced through this project will be provided in “hard copy” and electronic form as well as the Zoning Map, which must
include all electronic files needed for the Township to make amendments to the map in the future.

3.5 Cost Proposal. The Township has budgeted $30,000 for Fiscal Year 2017. However, it is unknown if this figure will be sufficient based on the scope of this project. Therefore, the Respondent must provide a quote for the anticipated cost and time frame of this project.

SECTION 4: PROPOSAL SUBMISSION

An original and twelve (12) copies clearly marked “Grand Haven Charter Township Zoning Ordinance RFP Response” must be received and stamped no later than 5:00 p.m. on Wednesday, March 15, 2017. Responses should be addressed to:

Grand Haven Charter Township
Community Development Director
13300 168th Avenue
Grand Haven, Michigan 49417
Phone: (616) 604-6326
Fax: (616) 842-9419
sfedewa@ght.org

Responses may be mailed or hand-delivered. The Respondent shall be responsible for the timely delivery of any response sent by mail or commercial express service. All responses become the property of Grand Haven Charter Township. The content of all responses will be held confidential and sealed until after the submission deadline.

Responses received after the date and time indicated will not be considered and will be returned unopened if the Respondent is identified on the response envelope. Responses may be withdrawn or modified in writing prior to the response submission deadline. Responses that are resubmitted or modified shall be sealed and submitted to the previously identified Grand Haven Charter Township Community Development Director prior to the response submission deadline.

SECTION 5: PROPOSAL FORMAT

Proposals shall include the following information:

5.1 Cover Letter. The cover letter should be signed by a member of the consulting firm empowered to commit the firm to a contractual arrangement with the Township. The cover letter should also identify the firm submitting the proposal and any sub-consultants that may be proposed. It should generally outline your understanding of the project. Lastly, it must include the name, title, phone number, email address, and street address of the company representative.
5.2 **Work Approach and Timeframe.** Present a detailed description of the work you propose to fulfill the requirements of this request for proposal. For each task, describe the activity, the intended results, any work or activity you assume will be conducted by the Township. Lastly, include an anticipated timeframe for completion and include milestones.

5.3 **Professional Staff.** Describe which individual professionals would work with the Township, their respective roles in the project and provide professional resumes of each key member of the project team.

5.4 **Qualifications and References.** For up to three projects provide descriptions of recent prior experience with other clients, which is relevant to the challenges of this project and demonstrates the Respondent’s capabilities. For each past project, include the name, title, phone number, and email address of a representative that the Township may contact to discuss your experience.

5.5 **Cost Proposal.** As described previously, the Township has budgeted $30,000 for Fiscal Year 2017. However, it is unknown if this figure will be sufficient based on the scope of this project. Therefore, the Respondent must provide a quote for the anticipated cost of this project. Describe any modifications you would recommend to the general work scope described in this request for proposal and the impact of those modifications on your cost proposal. Unless Respondent specifically notes otherwise, any and all quoted prices will be firm and will be good for one year from the award date.

5.6 **Examples.** Provide examples of relevant work as it relates to a hybrid-type Euclidian and Form-Based Code Zoning Ordinance and Resiliency regulations. As these two aspects will drive the final version of this project it is important for the Township to select a candidate that has excelled at performing services for these planning-related topics. Respondent must provide examples of previous work or propose how it would be crafted for Grand Haven Charter Township.

**SECTION 6: EVALUATION OF PROPOSALS**

The Township will evaluate all submitted proposals based on the responsiveness of the work approach proposed, the qualifications of the staff that will work with the Township, and the overall qualifications of the firm and the costs proposed. Specifically, the Township is seeking consultants with the following capabilities and experience:

- Experience in preparing hybrid-type Euclidean and Form-Based Code ordinances to regulate development and redevelopment in smaller communities.
- Experience in crafting Resiliency regulations that support the goals and objectives of the Master Plan.
• Experience, and strong knowledge, of coastal communities and the unique needs of such a municipality.
• Experience in building community consensus to support innovative regulatory structures.
• Strong graphics, written, grammatical, and oral communication skills.

If needed, the Township may schedule oral interviews with some or all of the firms responding, and in that event, the outcome of such interviews may influence the evaluation of proposals. Grand Haven Charter Township reserves the right to accept or reject any or all proposals and/or waive any informalities as it deems to be in its best interest.

SECTION 7: PROJECT TIMING
The Request for Proposals will be released on Wednesday, February 15, 2017. Responses are due by 5:00pm on Wednesday, March 15, 2017. Time extensions will only be considered in circumstances beyond the Respondent’s or Township’s control. If for any reason, the proposed delivery schedule cannot be met, the Respondent must notify the Township immediately and demonstrate the cause and extent of the delay.

It is expected that a contract will be executed with the selected firm within 45 days of the due date for proposals.

SECTION 8: OTHER RELATED MATTERS

8.1 Contact Personnel. Any requests for clarification and/or additional information shall be directed via email to the Grand Haven Charter Township Community Development Director, Stacey Fedewa, at sfedewa@ght.org. Such a request must include the specific section(s) of the RFP that is in question. Official responses will be provided to the interested respondent. Grand Haven Charter Township will openly consider any value-added alternative(s) provided by the Respondent.

8.2 Quality Control Standards. Grand Haven Charter Township will monitor and track the quality and timeliness of the delivery of professional services agreed to by the respondent. At a minimum, project performance, the quality of the deliverables, adherence to project timelines, adherence to project budget, and project acceptance methods will be monitored. Any deliverable that does not meet the high standards of the Township shall be corrected by the Respondent.

8.3 Acceptance of Response Content. Provisions of this RFP and the contents of the successful response will be used for establishment of final contractual obligations. Grand Haven Charter Township retains the option of retracting the award if the successful Respondent fails to accept such obligations. Grand Haven Charter Township and the
successful Respondent shall enter into a written contract for the work to be performed. It is expressly understood that this RFP and the Respondent’s proposal may be attached and included by reference in an Agreement signed by Grand Haven Charter Township and the successful Respondent.

8.4 **Complete Services/Products.** The successful Respondent shall be required to a) furnish all tools, equipment, supplies, supervision, local transportation and other accessories, services and facilities necessary to complete the work; b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; c) provide and perform all necessary labor; and d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resulting agreement.

8.5 **Prohibition of Discrimination.** Grand Haven Charter Township is committed to prohibiting discrimination in employment on the basis of race, color, sex, age, religion, national origin, citizenship, height, weight, marital status, or handicap. These factors will not be improperly considered by the County in recruitment, examination, appointment, training, promotion, retention, salary determination, discipline, or any other conditions of employment.
Manager’s Memo

DATE: February 7, 2017

TO: Township Board

FROM: Bill

RE: Public Notice of Intent to Construct Pathways with Bond Proceeds

Attached, please find a thirty-page “Bond Authorizing” resolution related to the pathway construction project. Specifically, the resolution authorizes the issuance of $4.5 million in bonds to fund a three-season pathway construction project that will add ten miles of pathway to the Township’s 28-mile pathway system.

The resolution has been prepared in accordance with the bond specifications prepared by the Township’s Registered Municipal Advisor, Paul Stauder of PFM.

Once the resolution is adopted, the bond attorney will make arrangements for the publication of the “Official Notice of Sale” in the March 1, 2017 edition of The Bond Buyer. The form of that notice is attached to the resolution as Exhibit B. Publication of the notice will inform prospective underwriters and financial institutions of the Township’s bond sale.

Following the publication of the Official Notice of Sale, the Township will receive bids for the purchase of the bonds on Monday, March 13th. On that date and following receipt of bids, the Township Board can consider and adopt a resolution to award the sale of the Bonds at the Board’s regularly scheduled meeting.

The Bonds are being issued under the provisions of the Revised Municipal Finance Act (i.e., Act 34 of the Public Acts of Michigan of 2001, as amended).

Recall that the Township previously published the required Notice of Intent and completed the 45-day “right of referendum” period on the issuance of the Bonds pursuant to Act 34. No petitions were filed within that right of referendum period and, therefore, the Township may proceed with the sale of the Bonds.

The Bonds, when issued, will be backed by the Township’s general obligation, limited tax full faith and credit pledge, but the Township expects to pay the principal of and interest on the Bonds from the proceeds of the 0.45 mill levy for bicycle paths.
Principal of the Bonds will be payable each May 1st, beginning May 1, 2018. Interest will be payable semi-annually, each November 1st and May 1st, with the first interest payment due November 1, 2017.

To continue forward with the pathway extension project and the sale of the necessary bonds, the following motion can be offered:

    Move to approve Resolution 17-02-03, which authorizes the Township to borrow money and issue bonds known as “Capital Improvement Bonds, General Obligation Limited Tax, Series 2017” in the aggregate principal sum $4,500,000 pursuant to the provisions of Act 34 for the purpose of defraying part of the cost of the Pathway Extension Construction project.

If you have any questions or comments, please contact Cargo at your convenience.
RESOLUTION NO. 17-02-03

CHARTER TOWNSHIP OF GRAND HAVEN
COUNTY OF OTTAWA
STATE OF MICHIGAN

RESOLUTION TO AUTHORIZE ISSUANCE OF CAPITAL IMPROVEMENT BONDS, GENERAL OBLIGATION LIMITED TAX, SERIES 2017

Minutes of a regular meeting of the Township Board of the Charter Township of Grand Haven held at the Township Hall in Grand Haven, Michigan, on the 13th day of February, 2017, at 7:00 p.m. local time.

PRESENT: ________________

ABSENT: ________________

The following preamble and resolution were offered by ______________ and seconded by ______________:

WHEREAS, on December 12, 2016, the Township Board of the Charter Township of Grand Haven (the “Township”) adopted a resolution of intent (the “Resolution of Intent”) to issue and sell capital improvement bonds in one or more series in the maximum principal amount of $4,500,000 pursuant to Section 517(1) of Act 34 of the Public Acts of Michigan of 2001, as amended (“Act 34”) to pay all or part of the cost of acquiring, planning, financing, and constructing bicycle paths, including without limitation, the construction of a 10-mile extension of the Township’s bicycle paths, and related improvements, appurtenances, easements and interests in land (together, the “Project”); and
WHEREAS, a Notice of Intent to Issue Bonds was published pursuant to Section 517(2) of Act 34 and no petitions for referendum upon the question of issuing the Bonds were filed with the Township during the 45-day period which commenced with the date of such publication; and

WHEREAS, to finance the cost of the Project, the Township Board deems it necessary to borrow the sum of Four Million Five Hundred Thousand Dollars ($4,500,000) and to issue its capital improvement bonds therefore in accordance with Act 34.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. **Necessity; Findings.** It is necessary for the public health, safety and welfare of the Township to undertake the Project and issue capital improvement bonds of the Township therefore pursuant to Act 34. The pre-bid estimated cost of the Project in the amount of $4,500,000 is hereby approved and shall be paid from the proceeds of the bonds authorized by this resolution, Township funds on hand and investment earnings on bond proceeds. The Township Board makes the following findings:
   
   a. The Project is comprised of capital improvement items within the meaning of Act 34.
   
   b. The period of usefulness of the capital improvement items which comprise the Project is hereby determined to be not less than twenty (20) years.
   
   c. The Township hereby determines that, based upon the Township’s 2016 state equalized value of $875,455,400, the Township’s debt limit for bonds issued in accordance with Section 517(1) of Act 34 is $43,872,770 and the Township further determines that the bonds proposed for the Project in the maximum amount of $4,500,000 may be issued by the Township within the aforesaid debt limit.
   
   d. The principal and interest on the bonds proposed for the Project are expected to be paid from the proceeds of the .45 mill tax levy for bicycle paths approved by Township electors
in the November 8, 2016 General Election (the “Millage”), other legally available funds, or a combination thereof, and accordingly, the Township Board does not expect that it will be necessary to levy any additional taxes to pay the principal and interest on the proposed bonds, and in no event will any taxes necessary to pay the principal of and interest on the bonds, together with other taxes levied by the Township for the same year, exceed the limits authorized by law.

2. **Authorization of Bonds; Security.** The Township shall borrow money and issue bonds known as CAPITAL IMPROVEMENT BONDS, GENERAL OBLIGATION LIMITED TAX, SERIES 2017 (the “Bonds”) in the aggregate principal sum of Four Million Five Hundred Thousand Dollars ($4,500,000) pursuant to the provisions of Act 34 for the purpose of defraying part of the cost of the Project. It is the intent of the Township to pay some or all of the principal of and interest on the Bonds from the proceeds of the Millage. The Bonds shall be a general obligation of the Township secured by the Township’s full faith and credit and limited tax pledge, within applicable charter, statutory and constitutional tax limitations applicable to the Township. The Township shall not have the authority to levy additional taxes to pay the principal of and interest on the Bonds over presently existing township millage limits without a vote of Township electors.

3. **Terms of Bonds.** The Bonds shall be dated as of the date of delivery to the initial purchaser thereof, shall bear interest at a rate or rates not to exceed 5% per annum, expressed in multiples of 1/8 or 1/20 of 1% or both, to be determined upon the competitive sale thereof, payable on November 1, 2017, and semi-annually thereafter on each May 1 and November 1 until payment of the principal hereof has been made or duly provided for. The Bonds shall be issued in substantially the form and tenor as set forth in Exhibit A attached hereto, shall be in denominations of $5,000 or any multiple thereof up to the amount of a single maturity, shall be numbered from 1 upwards in order of authentication, shall be fully registered and shall be due and payable on May 1 each year and in the amounts as follows:
<table>
<thead>
<tr>
<th>Maturity</th>
<th>Principal Amount</th>
<th>Maturity</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$145,000</td>
<td>2028</td>
<td>$240,000</td>
</tr>
<tr>
<td>2019</td>
<td>$155,000</td>
<td>2029</td>
<td>$250,000</td>
</tr>
<tr>
<td>2020</td>
<td>$165,000</td>
<td>2030</td>
<td>$265,000</td>
</tr>
<tr>
<td>2021</td>
<td>$170,000</td>
<td>2031</td>
<td>$280,000</td>
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<td>2022</td>
<td>$180,000</td>
<td>2032</td>
<td>$295,000</td>
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<tr>
<td>2023</td>
<td>$190,000</td>
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<td>$305,000</td>
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<tr>
<td>2024</td>
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<td>2034</td>
<td>$320,000</td>
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<td>2035</td>
<td>$335,000</td>
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<tr>
<td>2026</td>
<td>$220,000</td>
<td>2036</td>
<td>$345,000</td>
</tr>
<tr>
<td>2027</td>
<td>$230,000</td>
<td></td>
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</tr>
</tbody>
</table>

The Bonds shall not be sold for less than 99% or more than 103% of par value.

The Bonds maturing in the years 2018 through 2036, inclusive, may be issued as serial bonds or term bonds, or both, in the manner described in the section entitled Term Bond Option in the Official Notice of Sale attached hereto as Exhibit B. In the event any portion of the Bonds are to be issued as term bonds, such bonds shall be subject to such additional terms as shall be consistent with the Official Notice of Sale, designated by the successful bidder for the purchase of the Bonds and approved by the Township Board in conjunction with the sale of the Bonds.

The Bonds shall be issued in book-entry only form as one bond per maturity fully registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry only form in the denomination of $5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in bonds purchased. If the Bonds are issued in book-entry only form, provisions in this resolution to the contrary shall be of no force or effect unless and until the suspension of the book-entry only system. The Township Treasurer is hereby authorized to execute such documents as may be required to enable the Bonds to be so issued. The depository trustee may be the same as the Bond Registrar and the Bonds may be transferred in part by depository trust and in part by transfer of physical bonds as the Township may determine.
4. **Bond Registrar; Payment of Principal and Interest.** A financial institution qualified to act as paying agent and registrar in the State of Michigan shall act on behalf of the Township as paying, registration and transfer agent (the “Bond Registrar”) with respect to the Bonds. The Township reserves the right to designate an alternate financial institution to act as Bond Registrar for the Bonds and in such event the Township shall mail, or cause to be mailed, notice to all registered owners of the Bonds not less than 60 days prior to the effective date of said change in Bond Registrar. The Bonds and the interest thereon shall be paid in lawful money of the United States of America by the Bond Registrar. Interest shall be paid when due by check or draft drawn on the Bond Registrar and mailed by first class mail or other acceptable method to the registered owners of record as of each October 15 with respect to payments due and payable on the immediately succeeding November 1, and as of each April 15 with respect to payments due and payable on the immediately succeeding May 1. Principal shall be payable at the principal office of the Bond Registrar upon presentation and surrender of the corresponding bond certificate.

5. **Redemption of Bonds Prior to Maturity.** Principal of the Bonds designated by the original purchaser of the Bonds as a term maturity shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on the redemption dates and in the principal amounts corresponding to the scheduled maturities. When term Bonds are purchased by the Township and delivered to the Bond Registrar for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Township.

Notwithstanding the mandatory redemption of term bonds, if any, the Bonds maturing in the years 2027 to 2036, both inclusive, shall be subject to redemption prior to maturity, at the option of the Township, in whole or in part in increments of $5,000 in such order of maturity as the Township
may determine and within any maturity by lot on any interest payment date on or after May 1, 2026, at par and accrued interest to the date fixed for redemption, without premium.

Notice of the call of any Bonds for redemption shall be given by first-class mail by the Bond Registrar, no less than thirty (30) days prior to the date fixed for redemption, to the registered owners of record at the registered addresses shown on the registration books kept by the Bond Registrar. Bonds shall be called for redemption in multiples of $5,000 and Bonds of denominations of greater than $5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by $5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the bond surrendered shall be issued to the registered owner thereof. No further interest payment on the Bonds or portions of the Bonds called for redemption shall accrue after the date fixed for redemption, whether or not the Bond is presented for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

6. **Registration.** The Bonds shall be registered both as to principal and interest in substantially the form and tenor as set forth in Exhibit A attached hereto. Any individual bond shall be transferable on the bond register maintained with respect to the Bonds upon the surrender of the individual bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned Bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees. Any individual bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond being exchanged. Such exchange shall be effected by surrender of the individual bond to be exchanged to
the Bond Registrar with written instructions signed by the registered owner of the individual bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of an individual bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the registered owner of the Bond or his or her properly designated transferee or transferees or attorney. A transfer, exchange and registration of Bonds shall be without expense or service charge to the registered holder except for any tax or other governmental charge required to be paid with respect to such transfer, exchange or registration. The Bond Registrar shall not be required to transfer or exchange Bonds or parts of Bonds which have been selected for redemption.

7. **Duties of Bond Registrar.** The Bond Registrar shall, upon receipt of sufficient funds from the Township, make timely payments of principal and interest on the Bonds, authenticate the Bonds upon their initial issuance and subsequent transfer to successive holders, act as registrar of the Bonds including the preparation and maintenance of a current register of registered owners of the Bonds, coordinate the transfer of individual bonds between successive holders, including printing and transferring new certificates, and all other duties set forth in this Resolution or otherwise normally performed by paying, registration and transfer agents. All reasonable fees and expenses of the Bond Registrar shall be paid by the Township.

8. **Replacement of Bonds.** Upon receipt by the Bond Registrar of proof of ownership of an unmatured bond, or satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Bond Registrar, the Bond Registrar may deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Bond Registrar may pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The Bond Registrar for each new bond delivered or
paid without presentation as provided above, shall require the payment by the bondholder of expenses, including counsel fees, which may be incurred by the Bond Registrar and the Township in connection therewith. Any bond delivered pursuant to the provisions of this Paragraph 8 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond originally issued.

9. **Debt Service Fund.** There shall be established and maintained on the books of the Township Treasurer a fund to be designated “SERIES 2017 CAPITAL IMPROVEMENT BOND DEBT SERVICE FUND” (the “Debt Service Fund”). Into said fund there shall be placed (i) the accrued interest, if any, from the date of the Bonds to the date of delivery thereof; (ii) capitalized interest on the Bonds, if any, from the date of delivery of the Bonds, and (iii) premium, if any, received at the time of delivery of said Bonds. As part of the Debt Service Fund, there shall be established and maintained such subaccounts as are deemed necessary and appropriate for the proper administration of the Debt Service Fund and compliance with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”). The principal of, premium, if any, and interest on the Bonds together with the Registrar’s fee and the cost of continuing disclosure, if any, for the term of the Bonds, when due shall be paid directly out of the Debt Service Fund or its subaccounts. All amounts hereby pledged to the prompt payment of the principal of and interest on the Bonds shall be kept and maintained in the Debt Service Fund so long as there are any of the Bonds, or interest thereon, outstanding and unpaid. After payment in full of the Bonds and the interest thereon, or after provision has been made for the payment in full of the Bonds and the interest thereon in the manner provided in Paragraph 20, the surplus remaining in the Debt Service Fund shall be used for such purposes as required or permitted by law.

10. **Construction Fund.** Prior to delivery and sale of the Bonds, there shall be established and maintained on the books of the Township Treasurer a separate account designated
“SERIES 2017 CAPITAL IMPROVEMENT BOND – CONSTRUCTION FUND” (the “Construction Fund”). After deducting a sum equal to the amount of any (i) accrued interest from the date of the Bonds to the date of delivery thereof; (ii) capitalized interest on the Bonds, if any, from the date of delivery of the Bonds; and (iii) premium, which sums shall be deposited in the Debt Service Fund, the balance of the proceeds of the Bonds shall be deposited into the Construction Fund. The monies on deposit in the Construction Fund from time to time shall be used solely for the purpose for which the Bonds were issued. No proceeds of the Bonds shall be used to pay any cost not related to the Project as described in the Resolution of Intent. Any unexpended balance shall be used for such purposes as required or permitted by law including, without limitation, transfer to the Debt Service Fund for payment of principal, premium, if any, and interest on the Bonds at maturity or by redemption. After completion of the Project and disposition of remaining Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

11. **Investment of Funds.** The Township Treasurer shall keep full and complete records of all deposits to and withdrawals from the Debt Service Fund and the Construction Fund and of all investments of monies in such accounts and other transactions relating thereto. The Treasurer is authorized to invest the monies in said accounts in any one or more lawful investments authorized for townships by law and consistent with the Township investment policy.

12. **Covenant Regarding Tax Exempt Status of the Bonds.** The Township covenants to comply with all requirements of the Code necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income taxation (as opposed to alternative minimum or other indirect taxation). The Township hereby designates the Bonds as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions under the provisions of Section 265(b)(3) of the Code, it being reasonably anticipated that the aggregate amount of tax exempt obligations which will be issued by the Township and all
subordinate entities to the Township shall not exceed $10,000,000 during calendar year 2017. The Township hereby covenants that the Township will make no use of the proceeds of the Bonds, which if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be “arbitrage bonds,” as defined in Section 148 of the Code. In addition, the Township covenants to comply with all applicable provisions of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the interest on the Bonds be excluded (or continue to be excluded) from gross income within the meaning of Section 103(a) of the Code.

13. **Revised Municipal Finance Act.** The Township currently meets the requirements of qualified status under Section 303(3) of Act 34, and shall comply with all applicable requirements of Act 34, including the filing of a security report and the payment of the filing fee required by Section 319 of Act 34.

14. **Competitive Sale of Bonds.** The Bonds shall be sold at a competitive sale, in accordance with the Official Notice of Sale referenced in paragraph 15, below and applicable state law. Sealed bids for the purchase of the Bonds shall be received up to such time as shall later be determined by the Township Supervisor.

15. **Official Notice of Sale.** An Official Notice of Sale, substantially in the form set forth in Exhibit B, attached hereto, with such additions or deletions as shall be approved by the Township Supervisor, shall be published once in accordance with the law in The Bond Buyer, which is a publication printed in the English language and circulated in the State of Michigan, which carries as a part of its regular service notices of the sale of municipal bonds and notes, at least seven (7) days before the date fixed for sale of the Bonds.

16. **Execution and Delivery of Bonds.** The Township Supervisor and Township Clerk are authorized and directed to execute the Bonds in substantially the form approved with such necessary variations, omissions, corrections and insertions as they deem appropriate and are required
for and on behalf of the Township, manually or by facsimile signature for and on behalf of the Township, and, if the Township has a seal, to place thereon the Township Seal or a facsimile thereof; provided that the Bonds shall be executed by the facsimile signatures of the said Supervisor and Township Clerk only if the bonds are thereafter manually authenticated by the Bond Registrar. The Township Supervisor, Clerk and Treasurer are authorized and directed to execute and deliver on behalf of the Township such other certificates, affidavits, investment agreements or other documents or other instruments, including applications for ratings or municipal bond insurance, as may be required by the initial purchaser (the “Purchaser”) of the Bonds or Bond Counsel (as defined below) or the Municipal Advisor or convenient to effectuate the execution and delivery of the Bonds. Upon execution of the Bonds, the Township Treasurer is hereby authorized and directed to deliver or cause to be delivered the Bonds to the Purchaser, upon receipt of the purchase price therefor less any discount and plus any premium and accrued interest, if any, to the date of delivery. The Township shall furnish the Bonds ready for execution without expense to the Purchaser. The Township shall also furnish without expense to the Purchaser at the time of delivery of the Bonds, the approving opinion of Mika Meyers PLC, Attorneys (“Bond Counsel”), Grand Rapids, Michigan, approving the legality of the Bonds. The Bonds will be delivered at the expense of the Township in such place as agreed upon with the Purchaser. The proceeds of the Bonds shall be deposited into the Debt Service Fund and the Construction Fund, as provided in Paragraphs 9 and 10, above.

17. **Official Statement.** The Township Supervisor is authorized to cause the preparation of a near final official statement and a final official statement for the Bonds for the purpose of enabling compliance with SEC Rule 15c2-12 (the “Rule”), and to do all other things necessary to enable compliance with the Rule. After the award of the Bonds, the Township will provide on a timely basis an electronic copy of the final official statement at its expense to the successful bidder.
to enable the successful bidder to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

18. **Continuing Disclosure.** The Township hereby covenants and agrees, for the benefit of the holders of the Bonds to execute a Continuing Disclosure Agreement in substantially the form attached hereto as Exhibit C, as the written undertaking of the Township (the “Undertaking”) required by the Rule and to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. This Undertaking shall be enforceable by the holders of the Bonds in the manner set forth therein and any failure by the Township to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds. The Undertaking is hereby approved in the form attached and the Supervisor or, in his absence the Township Clerk, is hereby authorized and directed to execute the Undertaking and deliver the same for and on behalf of the Township in conjunction with the delivery of the Bonds in the form approved by this Resolution together with such additions and deletions as said officers deem to be appropriate and in the best interest of the Township (in such number of counterparts as may be desirable).

19. **Reservation of Rights.** The Township reserves the right to refund the Bonds, in whole or in part, prior to maturity, subject to the requirements of the Code and Act 34.

20. **Defeasance.** In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or such earlier date, if any, as the Bonds are subject to redemption in full, the principal of and interest on the Bonds, shall have been deposited in trust, this Bond Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of and interest on the Bonds from the
cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange
Bonds as provided herein.

21. **Authorized Officers.** In the event of the absence or disability of the Township Clerk, the Deputy Clerk shall act in her stead. In the absence or disability of the Township Treasurer, the Deputy Township Treasurer shall act in his stead.

22. **Conflicts.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

YEAS: ____________________________

______________________________

NAYS: ____________________________

______________________________

ABSENT: ____________________________

______________________________

RESOLUTION DECLARED ADOPTED

Laurie Larsen, Clerk
Charter Township of Grand Haven

STATE OF MICHIGAN )
COUNTY OF OTTAWA ) ss.

I, the duly qualified and acting Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan (the “Township”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting held on the 13th day of February, 2017, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 13th day of February, 2017.

Laurie Larsen, Clerk
Charter Township of Grand Haven
EXHIBIT A

[Legend]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Township or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner, Cede & Co., has an interest herein.

REGISTERED UNITED STATES OF AMERICA REGISTERED

STATE OF MICHIGAN

COUNTY OF OTTAWA

CHARTER TOWNSHIP OF GRAND HAVEN

CAPITAL IMPROVEMENT BONDS

GENERAL OBLIGATION LIMITED TAX

SERIES 2017

No.

Rate Maturity Date of Original Issue CUSIP

____ ________ __________, 2017 ________

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the Charter Township of Grand Haven (the "Township"), acknowledges itself indebted and for value received hereby promises to pay on the date specified above to the owner specified above or its registered assigns shown as the owner of record of this bond on the books of ____________, as bond registrar (the "Bond Registrar"), on the applicable date of record, the principal sum specified above in lawful money of the United States of America, upon presentation and surrender of this bond at the principal office of the Bond Registrar, together with interest thereon at the rate per annum specified above payable on _______1, 201_ , and semi-annually thereafter on the first day of ______ and ______ of each year from the _______1 or _______1 next preceding the Date of Authentication hereof, unless such Date of Authentication is a date to which interest has been paid or duly provided for, in which case from the Date of Authentication hereof, unless interest on this bond has not been paid in full or duly provided for, in which case from the date to which interest has been paid in full, or if no interest has been paid on this bond, from the Date of Original Issue specified above, until payment of the principal hereof has been made or duly provided for. Payment of interest shall be paid to the registered owner hereof
by the Bond Registrar by first class mail. The date of record shall be each ______ 15 and ______ 15 with respect to the payments due on each ______ 1 and ______ 1, respectively.

This bond is one of a series of bonds of like date and tenor except as to date of maturity and rate of interest aggregating the principal sum of $4,500,000 (the “Bonds”) issued by the Township, under and pursuant to and in full conformity with the Constitution and statutes of Michigan (especially Act 34 of the Public Acts of Michigan of 2001, as amended), and a bond authorizing resolution adopted by the Township Board (the “Bond Authorizing Resolution”) for the purpose of defraying all or part of the cost of qualifying capital improvements comprising the acquiring, planning, financing, and constructing bicycle paths, including without limitation, the construction of a 10-mile extension of the Township’s bicycle paths, and related improvements, appurtenances, easements and interests in land.

The bonds of this series are a general obligation of the Township secured by the Township’s full faith and credit, which shall include the Township’s limited tax obligation, within applicable constitutional and statutory limits, and its general funds. Taxes levied by the Township to pay the principal of and interest on the bonds of this series are subject to constitutional, charter and statutory limitations.

[The Bonds maturing in the years 20__ through 20__, both inclusive, shall not be subject to redemption prior to maturity.]

MANDATORY REDEMPTION

The Bonds maturing ______ 1, 20____ and ______ 1, 20____ (the “Term Bonds”) are subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the date fixed for redemption. When a Term Bond is purchased by the Township and delivered to the Bond Registrar for cancellation or is redeemed in a manner other than by mandatory redemption, the principal amount of the Term Bond, to be so redeemed shall be reduced by the principal amount of the Term Bond so redeemed or purchased in the order determined by the Township.

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>______ 1, 20</td>
<td>$_______ (Term Bond Maturity)</td>
</tr>
<tr>
<td>______ 1, 20</td>
<td>$_______ (Term Bond Maturity)</td>
</tr>
</tbody>
</table>

OPTIONAL REDEMPTION

Bonds maturing in the years 2027 to 2036, both inclusive, shall be subject to redemption prior to maturity, at the option of the Township, in whole or in part in increments of $5,000 in such order of maturity as the Township may determine and within any maturity by lot on any interest payment date on or after May 1, 2026, at par and accrued interest to the date fixed for redemption, without premium.
Notice of the call of any Bonds for redemption shall be given by first-class mail by the Bond Registrar, no less than thirty (30) days prior to the date fixed for redemption, to the registered owners of record at the registered addresses shown on the registration books kept by the Bond Registrar. Bonds shall be called for redemption in multiples of $5,000 and Bonds of denominations of greater than $5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by $5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the bond surrendered shall be issued to the registered owner thereof. No further interest payment on the Bonds or portions of the Bonds called for redemption shall accrue after the date fixed for redemption, whether or not the Bond is presented for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

This Bond has been designated as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This bond is transferable as provided in the Bond Authorizing Resolution, on the bond registration books of the Bond Registrar upon surrender of this bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon such transfer, one or more fully registered bonds with denominations of $5,000 or such larger denomination in the same aggregate principal amount and the same maturity and interest rate, will be issued to the designated transferee or transferees.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of the Bonds have been done, exist and have happened in due time and form as required by law, and that the total indebtedness of the Township, including the series of bonds of which this bond is one, does not exceed any constitutional, statutory or charter limitations.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Authorizing Resolution until the Certification of Registration and Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, the Charter Township of Grand Haven, Michigan, by its Township Board, has caused this bond to be executed in its name by the manual or facsimile signature of its Township Supervisor and its Township Clerk, to be sealed in its name manually by the Township Clerk or by facsimile and to be authenticated by the Bond Registrar as the Township’s duly appointed authenticating agent for the Bonds.

CHARTER TOWNSHIP OF GRAND HAVEN

[SEAL]

By: ____________________________
Mark Reenders, Supervisor

By: ____________________________
Laurie Larsen, Clerk
CERTIFICATION OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Authorizing Resolution and has been registered in the name of the payee designated on the face hereof in the Register maintained for the Issuer thereof.

[__________________________]
As Bond Registrar

Date of Authentication: ________________, 2017  By: ________________________________

Its:  Authorized Representative
ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto __________________________

________________________ the within Bond and all rights thereunder and hereby irrevocably constitutes
and appoints ____________ attorney to transfer the within Bond on the books kept for registration
thereof with full power of substitution in the premises.

Dated: ______________________________

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program

NOTICE: The signature(s) to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: __________________________

________________________________________

________________________________________

________________________________________

(Include information for all joint owners if this Bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OF OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first-named transferee if held by joint account)
EXHIBIT B

OFFICIAL
NOTICE OF SALE

CHARTER TOWNSHIP OF GRAND HAVEN
COUNTY OF OTTAWA
STATE OF MICHIGAN

$4,500,000
CAPITAL IMPROVEMENT BONDS,
GENERAL OBLIGATION LIMITED TAX, SERIES 2017

SEALED BIDS for the purchase of the above Bonds will be received by the undersigned at the Grand Haven Township Hall, 13300 168th Avenue, Grand Haven, MI 49417, on Monday, the 13th day of March, 2017, until ______ .m., Eastern Daylight Time, at which time and place said bids will be publicly opened and read.

IN THE ALTERNATIVE sealed bids will also be received on the same date and until the same time by an agent of the undersigned at the offices of Municipal Advisory Council of Michigan, Buhl Building - 535 Griswold, Suite 1850, Detroit, Michigan 48226-3699, Telephone: (313) 963-0420, where they will be opened and read publicly. Bidders may choose either location to present bids, but not both locations.

IN THE ALTERNATIVE, signed bids may be submitted until the time and date of the bid opening shown above by fax to the Township (fax number (616) 842-9419) or at the office of the Municipal Advisory Council of Michigan (fax number (313) 963-0943); provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

IN THE ALTERNATIVE, electronic bids will also be received on the same date and until the same time by Bidcomp/Parity, including any fee charged by Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Client Services, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021.

Bidders may choose any of the means or locations to present bids, but not more than one.

AWARD OF THE BONDS will be made to the successful bidder at a meeting of the Township Board to be held at the Grand Haven Township Hall at 7:00 p.m. on the same date.

BOND DETAILS. The Bonds will be in fully registered form and in $5,000 denominations or such multiples thereof up to the amount of a single maturity; will bear interest from their date payable on November 1, 2017, and semi-annually thereafter, will be dated the date of delivery, will be numbered in direct order of maturity from 1 upwards, and will mature serially on May 1 in the years and amounts as follows:
<table>
<thead>
<tr>
<th>Maturity</th>
<th>Principal Amount</th>
<th>Maturity</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$145,000</td>
<td>2028</td>
<td>$240,000</td>
</tr>
<tr>
<td>2019</td>
<td>$155,000</td>
<td>2029</td>
<td>$250,000</td>
</tr>
<tr>
<td>2020</td>
<td>$165,000</td>
<td>2030</td>
<td>$265,000</td>
</tr>
<tr>
<td>2021</td>
<td>$170,000</td>
<td>2031</td>
<td>$280,000</td>
</tr>
<tr>
<td>2022</td>
<td>$180,000</td>
<td>2032</td>
<td>$295,000</td>
</tr>
<tr>
<td>2023</td>
<td>$190,000</td>
<td>2033</td>
<td>$305,000</td>
</tr>
<tr>
<td>2024</td>
<td>$200,000</td>
<td>2034</td>
<td>$320,000</td>
</tr>
<tr>
<td>2025</td>
<td>$210,000</td>
<td>2035</td>
<td>$335,000</td>
</tr>
<tr>
<td>2026</td>
<td>$220,000</td>
<td>2036</td>
<td>$345,000</td>
</tr>
<tr>
<td>2027</td>
<td>$230,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INTEREST RATE AND BIDDING DETAILS:** The Bonds shall bear interest at a rate or rates not exceeding 5% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one Bond shall be at one rate only and all Bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest rate bid on the Bonds shall not exceed three percentage (3.0%) points. The interest rates on the Bonds shall not be in descending order. No proposal for the purchase of less than all of the Bonds or at a price less than 99% or more than 103% of their par value will be considered.

**BOOK-ENTRY ELIGIBLE:** The Bonds will be issued in book-entry only form as one bond per maturity fully registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry only form, in the denomination of $5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in bonds purchased. The book-entry-only system is described further in the preliminary Official Statement for the Bonds.

**TERM BOND OPTION:** Bidders shall have the option of designating any one or more maturities of Bonds maturing in the years 2018 through 2036, inclusive, as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above for the years 2018 through 2036, inclusive, represent a serial maturity, a mandatory redemption requirement for a term bond or a term bond maturity. There may be more than one term bond maturity. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on the dates and in the amounts set forth in the maturity schedule at par, plus accrued interest to the date of mandatory redemption. Any such designation must be made within 24 hours of the time bids are submitted.

**PRIOR REDEMPTION:** In addition to mandatory redemption of term bonds, if any, Bonds maturing in the years 2027 to 2036, both inclusive, shall be subject to redemption prior to maturity, at the option of the Township, in whole or in part in increments of $5,000 in such order of maturity as the Township may determine and within any maturity by lot on any interest payment date on or after May 1, 2026, at par and accrued interest to the date fixed for redemption, without premium.

Notice of the call of any Bonds for redemption shall be given by first-class mail by the Bond Registrar, no less than thirty (30) days prior to the date fixed for redemption, to the registered owners of record at the registered addresses shown on the registration books kept by the Bond Registrar. Bonds shall be called for redemption in multiples of $5,000 and Bonds of denominations of greater
than $5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by $5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the registered owner thereof. No further interest payment on the Bonds or portions of the Bonds called for redemption shall accrue after the date fixed for redemption, whether or not the Bond is presented for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

REGISTRATION, TRANSFER AGENT AND PAYING AGENT: Principal (May 1) shall be payable at _________________________, _____________________, Michigan, or such other transfer agent as the Township may hereafter designate by notice mailed to the registered owners not less than 60 days prior to any change in transfer agent. Interest (May 1 and November 1) shall be paid by check mailed to the owner as shown on the registration books of the Township on April 15 with respect to payments due on the immediately succeeding May 1 and on October 15 with respect to payments due on the immediately succeeding November 1. The Bonds will be transferable only upon the registration books of the Township kept by the transfer agent. The first interest payment will be due November 1, 2017.

PURPOSE AND SECURITY: The Bonds are issued to pay the cost of certain capital improvements in the Township. The Bonds shall be a general obligation of the Township secured by the Township’s full faith and credit and limited tax pledge, within applicable charter, statutory and constitutional tax limitations applicable to the Township. The Township shall not have the authority to levy additional taxes to pay the principal of and interest on the Bonds over existing township millage limits without a vote of Township electors.

The rights and remedies of bondholders may be affected by bankruptcy and other laws and equitable remedies of general application now existing or hereafter enacted relating to or affecting the enforcement of the rights and remedies of bondholders.

MUNICIPAL BOND INSURANCE: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the Township has requested and received a rating on the Bonds from a rating agency, the Township shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE TOWNSHIP.

AWARD OF BONDS - TRUE INTEREST COST: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on November 1, 2017 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to April 4, 2017, the anticipated delivery date of the Bonds, in an amount equal to the price bid, excluding accrued interest.
**LEGAL OPINION:** Bids shall be conditioned upon the approving opinion of Mika Meyers PLC, Attorneys of Grand Rapids, Michigan, approving the legality of the Bonds, and the original of the opinion will be delivered without expense to the purchaser of the Bonds at the delivery thereof.

The fees of Mika Meyers PLC, for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue their approving opinion as to the validity of the above bonds, Mika Meyers PLC, has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and accordingly, will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

**TAX EXEMPTION:** The approving opinion of bond counsel will include an opinion to the effect that under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; such opinion will note, however, that certain corporations must take into account interest on the Bonds in determining adjusted current earnings for the purpose of computing such alternative minimum tax. The opinion set forth above will be subject to the condition that the Township comply with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. The Township has covenanted to comply with all such requirements. Bond counsel will express no opinion regarding other federal tax consequences arising with respect to the Bonds.

In addition, the approving opinion of bond counsel will include an opinion to the effect that under existing law, the Bonds and the interest thereon are exempt from all taxation in the State of Michigan except inheritance and estate taxes, taxes on transfers and taxes on gains realized from the sale, payment or other disposition thereof.

The successful bidder will be required, as a condition of delivery of the Bonds, to certify the “issue price” of the Bonds within the meaning of Section 1273 of the Code. The form of issue price certificate will be provided to the purchaser by Bond Counsel and shall include (i) for those maturities where 10% of each such maturity of the bonds has been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, the price at which the first 10% of each such maturity was sold to members of the general public, and (ii) for those maturities where 10% of such maturity has not been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, an agreement by the successful bidder to provide bond counsel with the prices at which the first 10% of each such maturity is ultimately sold to members of the general public. In addition, if the successful bidder obtains a municipal bond insurance policy or other credit enhancement for the Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Bonds, to certify whether the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement.

**QUALIFIED TAX EXEMPT OBLIGATIONS:** The Bonds have been designated as “qualified tax exempt obligations” for purposes of deduction of interest by financial institutions.
OFFICIAL STATEMENT: The Township’s Preliminary Official Statement, dated ____________, 2017, including the Official Notice of Sale and the Bid Form, may be obtained by contacting the Township’s Municipal Advisor whose address and telephone number is set forth below. The Preliminary Official Statement is in a form “deemed final” as of its date by the Township for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1) but is subject to revision, amendment and completion in a final Official Statement. The successful bidder shall supply to the Township within twenty-four (24) hours after the award of the Bonds all necessary pricing and other information necessary to complete the final Official Statement.

The Township will furnish, upon request of the successful bidder, an electronic copy of the final Official Statement relating to the Bonds within seven (7) business days from the date of the sale specified above, to permit the successful bidder to comply with Securities and Exchange Commission Rule 15c2-12.

CONTINUING DISCLOSURE: In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the Township will undertake to provide certain annual financial information and notices of the occurrence of certain events, if material for the benefit of the holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Agreement to be executed and delivered by the Township, a form of which is included in the Preliminary Official Statement and will also be included in the final Official Statement.

DELIVERY OF BONDS: The Township will furnish Bonds ready for execution at its expense at such location as approved by the Township. The usual Closing documents, including a continuing disclosure agreement and a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds. If the Bonds are not tendered for delivery by twelve noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw his proposal by serving notice of cancellation, in writing, on the undersigned in which event the Township shall promptly return the good faith deposit without interest. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBER: CUSIP numbers will be printed on the Bonds at the Township’s expense. The printing of incorrect CUSIP numbers or the failure to print the CUSIP numbers on the Bonds shall not constitute cause for the purchaser to refuse delivery of the Bonds.

REGISTERED MUNICIPAL ADVISOR: Further information, including a copy of the Official Statement prepared for the Bonds, may be obtained from the Township’s Registered Municipal Advisor, PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, MI 48108. Telephone (734) 994-9700, Facsimile (734) 994-9710.

BIDDER CERTIFICATION: By submitting a bid, the bidder shall be deemed to have certified that it is not an “Iran-linked Business” as defined in Act 517 of the Public Acts of Michigan of 2012, being MCL 129.311 et seq., and bidder may be required to execute and deliver a certificate in a form prepared by Bond Counsel to that effect.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.
ENVELOPES: Envelopes containing the bids should be plainly marked “Proposal for Bonds.”

Mark Reenders, Supervisor
Charter Township of Grand Haven
EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT (ISSUER)

$4,500,000
CHARTER TOWNSHIP OF GRAND HAVEN
COUNTY OF OTTAWA
STATE OF MICHIGAN
CAPITAL IMPROVEMENT BONDS,
GENERAL OBLIGATION LIMITED TAX, SERIES 2017

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by the Charter Township of Grand Haven, County of Ottawa, Michigan (the “Issuer”), pursuant to a resolution adopted February 13, 2017, by the Issuer’s Township Board in connection with the issuance by the Issuer of its $4,500,000 Capital Improvement Bonds, General Obligation Limited Tax, Series 2017, dated as of ______________, 2017 (the “Bonds”). The Issuer covenants and agrees as follows:

SECTION 1. PURPOSE OF THE DISCLOSURE AGREEMENT.

(a) This Agreement is being executed and delivered by the Issuer with respect to the Bonds for the benefit of the Bondholders and in order to assist the Participating Underwriters in complying with the Rule.

(b) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same or shall own beneficial ownership interests therein from time to time, this Agreement shall be deemed to be and shall constitute a contract between the Issuer and the Bondholders from time to time, and the covenants and agreements herein set forth to be performed on behalf of the Issuer shall be for the benefit of the Bondholders of any and all of the Bonds.

(c) The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Financial Information or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

(d) As of the date of delivery of the Bonds to the initial purchaser thereof, the Issuer is an obligated person (within the meaning of the Rule) with respect to less than $10,000,000 in aggregate amount of outstanding municipal securities, including the Bonds and excluding those securities permitted to be exempted pursuant to Section (d)(2)(i) of the Rule.

SECTION 2. DEFINITIONS. In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings in this Agreement:

“Annual Financial Information” shall mean any Annual Financial Information provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bond Counsel” shall mean nationally recognized legal counsel in municipal securities law.
“Bond Resolution” shall mean collectively the resolutions duly adopted by the governing board of the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” shall mean the Issuer, or any successor Dissemination Agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the Electronic Municipal Market Access system maintained by the MSRB for purposes of the Rule.

“GAAP” shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and Act 2 of the Public Acts of Michigan of 1968, as amended, in effect from time to time.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.


“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time, together with all interpretive guidances or other official interpretations or explanations thereof that are promulgated by the SEC.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. PROVISION OF ANNUAL FINANCIAL INFORMATION.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, not later than six months after the last day of the Issuer’s preceding fiscal year, commencing with the Issuer’s Annual Financial Information for the Issuer’s fiscal year ending December 31, 2016, after such materials are available, to the MSRB, Annual Financial Information for the preceding fiscal year which is consistent with the requirements of Section 4(a) of this Agreement, and in the event of an amendment or waiver, the requirements of Section 8 of this Agreement. Not later than fifteen (15) business days prior to said date, the Issuer shall provide the Annual Financial Information to the Dissemination Agent (if other than the Issuer). In each case, the Annual Financial Information may
be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the respective deadlines for filing the Annual Financial Information, they shall be provided when and if available, and unaudited financial statements in a format similar to the audited financial statements most recently prepared for the Issuer shall be included in the Annual Financial Information.

(b) If the Issuer is unable to provide to the MSRB Annual Financial Information by the dates required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in accordance with Section 14 of this Agreement.

(c) As of the date of this Agreement, the fiscal year of the Issuer commences on April 1 and ends on March 31. If the fiscal year of the Issuer changes after the date of this Agreement, the Issuer shall send a notice of such change to the MSRB in accordance with Section 14 of this Agreement. If such change will result in the Issuer’s fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Financial Information in effect when the Issuer operated under its prior fiscal year. Such notice may be provided along with the Annual Financial Information, provided that it is filed at or prior to the deadline described above.

(d) The Dissemination Agent shall:

(1) determine each year prior to the dates for providing the Annual Financial Information the address of the MSRB; and

(2) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Financial Information has been provided pursuant to this Agreement, stating the date it was provided to the MSRB and other persons, if any, to which it was provided.

(e) In connection with providing the Annual Financial Information, the Dissemination Agent (if other than the Issuer) is not obligated or responsible under this Agreement to determine the sufficiency of the content of the Annual Financial Information for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

SECTION 4. CONTENT OF ANNUAL FINANCIAL INFORMATION.

(a) The Issuer’s Annual Financial Information shall include, at a minimum, that financial information and operating data which is customarily prepared by the Issuer and is publicly available, and shall contain or include by reference the following:

(1) Audited financial statements of the Issuer for its most recently completed fiscal year, prepared in accordance with GAAP with such changes as may be required from time to time in accordance with state law; and

(2) The most recent financial information and operating data relating to the Issuer contained in the Official Statement under the following captions: [“Property Valuations,” “Major Taxpayers,” “Tax Rates (Per $1,000 of Valuation),” “Tax Levies and Collections,” “Debt Statement,” and “Legal Debt Margin.”]
Any or all of the items listed above may be included by specific reference to other documents available to the public through EMMA or filed with the SEC.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) The Issuer covenants to provide, or cause to be provided, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner and not in excess of ten (10) business days after the occurrence of the event in accordance with the Rule:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. modifications to rights of Bondholders, if material;
8. bond calls, if material;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the securities, if material;
11. rating changes;
12. tender offers;
13. bankruptcy, insolvency, receivership or similar event of the Issuer;
14. the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
15. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in Section 5(a)(2), (7), (8), (10), (12), (14) or (15), the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Issuer determines in the exercise of its best judgment in good faith that the occurrence of a Listed Event would be material under applicable federal securities laws, the Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be filed with the MSRB. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds
or other indebtedness for which the Issuer is liable, or on any indebtedness for which the State is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer neither applied for nor participated in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

(f) For the purposes of an event identified in Section 5(a)(13), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under a U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officers or officials of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

SECTION 6. TERMINATION OF REPORTING OBLIGATION.

(a) The Issuer’s obligations under this Agreement shall terminate upon the legal defeasance of the Bond Resolution or by the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of Bond Counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect with the MSRB in accordance with Section 14 of this Agreement.

SECTION 7. DISSEMINATION AGENT. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. AMENDMENT. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(i) If the amendment relates to the provisions of Section 3(a), 3(b), 3(c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer or the types of business in which the Issuer is engaged;

(ii) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of Bond Counsel; and
(iii) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of Bond Counsel.

In the event of any amendment to, or waiver of a provision of, this Agreement, the Issuer shall describe such amendment or waiver in the next Annual Financial Information, and shall include a narrative explanation of the reason for the amendment or waiver. In particular, if the amendment or waiver results in a change to the annual financial information required to be included in the Annual Financial Information pursuant to Section 4 of this Agreement, the first Annual Financial Information that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. In addition, if the annual financial information required to be provided in the Annual Financial Information can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Financial Information that does not include such information. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements as set forth in Section 4, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in the accounting principles shall be sent by the Issuer to the MSRB. All explanations, statements, notices and other filings to be made under this Section 8 shall be made in accordance with Section 14 of this Agreement.

SECTION 9. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Financial Information or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information or notice of occurrence of a Listed Event.

SECTION 10. DEFAULT. In the event of a failure of the Issuer or the Dissemination Agent (if other than the Issuer) to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement, but no person or entity shall be entitled to recover monetary damages under any circumstances. A default under this Agreement shall not be deemed an event of default under the Bond Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. DUTIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.
SECTION 12. BENEFICIARIES. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. ADDITIONAL DISCLOSURE OBLIGATIONS. The Issuer acknowledges and understands that other state and federal laws, including, without limitation, the Securities Act of 1933, as amended, and Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act, may apply to the Issuer, and that under some circumstances compliance with this Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 14. COMPLIANCE WITH MSRB FILING REQUIREMENTS. All filings required to be made to the MSRB shall be made only in an electronic format prescribed by the MSRB and all documents provided to the MSRB as part of any such filing shall be accompanied by identifying information as prescribed by the MSRB. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at http://emma.msrb.org.

SECTION 15. OBLIGATED PERSONS. The Issuer is the only obligated person (within the meaning of the Rule) with respect to the Bonds.

SECTION 16. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

CHARTER TOWNSHIP OF GRAND HAVEN

By:______________________________
   Mark Reenders
   Its: Supervisor

By:______________________________
   Laurie Larsen
   Its: Clerk

Dated: ____________ , 2017
At a regular meeting of the Township Board of Trustees of the Charter Township of Grand Haven, Ottawa County, Michigan, held on the 13th day of February, 2017 at 7:00 p.m. The meeting was held at the Township of Grand Haven, 13300 168th Avenue, Grand Haven, Michigan.

PRESENT:
ABSENT:

After certain matters of business had been discussed, Supervisor Reenders announced that the next order of business was the consideration of a resolution regarding the Harbor Transit Authority millage rate for the upcoming fiscal year. Following discussion, the following resolution was offered by ________________ and supported by ________________:

RESOLUTION NO. 17-02-04

WHEREAS, Article VIII of the Harbor Transit Authority by-laws requires that the proposal annual operating millage of the Harbor Transit Authority be considered by the member units; and,

WHEREAS, the Harbor Transit Board has adopted the Fiscal Year 2017/18 operating millage rate, recommending an operating millage rate of 0.58 mills; and,

NOW, THEREFORE, BE IT RESOLVED:

1. That Grand Haven Charter Township Board supports the continuation of a millage rate for the Harbor Transit Authority in the amount of 0.58 mills for the Fiscal Year 2017.

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.  
ADOPTED ON: March 13, 2017

______________________________________________

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 13th day of February, 2017. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

______________________________
Laurie Larsen, Township Clerk
SUPERINTENDENT'S MEMO

DATE: February 7, 2017

TO: Township Board

FROM: Bill Cargo

SUBJECT: Request for Exception to the Private Road Ordinance – Boet Property

OVERVIEW:

Attached, please find a request from Jack and Valerie Boet for an exception to the Grand Haven Charter Township Private Road Ordinance for a vacant parcel located at the entrance to Terry Trails. (See attached letter, road photos, and aerial map.)

The parcel 70-07-05-200-015 was created in May of 2007.

Terry Trails is a non-conforming private road with regard to the following standards:
1. Terry Trails serves more than twenty-four homes (i.e., the road system serves 32 lots);
2. Terry Trails does not meet the road profile of the Ottawa County Road Commission;
3. Terry Trails does not have a recorded maintenance agreement or special assessment agreement for maintenance costs;
4. The cul-de-sacs within the Terry Trails road system do not meet the Ottawa County Road Commission standards; and,
5. Terry Trails is not served by municipal water. (Although this lot would be able to connect to municipal water.)

As you may recall, the Private Road Ordinance was amended in November of 2000 to prevent homes from being constructed along unimproved McNitt right-of-ways. (See Section 6, Subsection 6 of the Private Road Ordinance.) However, this ordinance amendment also covers homes being constructed on private roads and allows the township to review the safety aspects of these private roads to ensure they meet minimum safety standards.

Typically, Township staff would oppose any requested building permit for a lot created after 2000 along a non-conforming private road, unless the roadway was brought into conformity with the Private Road Ordinance. This is because the building permit would increase the non-conformity and could impact the ability of emergency vehicles to access the site.
The issue of access by emergency vehicles is “clearly a legitimate governmental interest” pursuant to Michigan case law (e.g., Dower v. Oxford Charter Township). However, for this particular request, the Fire/Rescue department believes that access by emergency vehicles is preserved and not hindered by the development of this residential parcel.

Specifically, because the location of the parcel is at the entrance to the Terry Trails road system emergency vehicles, which should allow access to the parcel for any emergency event, and because of the proximity of municipal water for fire suppression, Fire/Rescue staff do not object to the Boet private road exception request.

If the Board agrees and decides to approve the private road exception request, it will be important to clearly delineate the reasons for the exceptions because – according to the Private Road Ordinance – “exceptions should be rarely granted”.

Therefore, the following motion is proposed by staff regarding the Boet request for an exception under Section 7 of the Township’s Private Roads and Driveways Ordinance:

Move to approve an exception to the Private Road Ordinance Section 6 f. (i.e., allowing a residential building permit for an existing lot of record on a private road that does not comply with all standards) for parcel #70-07-05-200-015 pursuant to Section 7. This exception is granted pursuant to the following findings:

1) That the strict application of the literal terms of this ordinance would impose an undue hardship on the applicant because the cost to bring Terry Trails into compliance with the Private Roads and Driveways Ordinance would be substantial and the benefits would be limited, pursuant to findings described below.

2) That the location of the parcel at the entrance to the Terry Trails road system helps to ensure access for emergency vehicles.

3) That the roadway at this location is well maintained and ensures the ability of emergency vehicles to access the parcel for any emergency event that was considered.

4) That the proximity of municipal water immediately adjacent to the parcel allows for both fire suppression (i.e., a fire hydrant is located immediately adjacent to the parcel) and potable water for public health purposes.

5) That granting the exception would not alter the essential character of the surrounding neighborhood

6) That the residential unit to be constructed can meet the requirements of all other applicable state and township regulations.

This exception is conditioned upon the following:

1) Any residential structure constructed on the property shall connect to the municipal water system prior to an occupancy permit being granted.

2) The property may not be divided or split inasmuch as an additional split would increase the private road non-conformity.

3) The property shall meet all other environmental, building and zoning requirements that may arise during the course of the home construction.
4) The property owner and the Township shall enter into an agreement based upon this motion, which agreement shall be recorded with the Ottawa County Register of Deeds

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

Terry Trails

Looking South at the Jack and Valerie Boet property near the Terry Trails entrance where the driveway would be located off Terry Trails.

The road is 19 feet wide at this location.
Terry Trails

Looking South at the Jack and Valerie Boet property just outside of the gate at the Terry Trails entrance.

The Boet driveway would be less than 100 feet from the hydrant

The road is 19 feet wide at this location.
To the Township Board of Trustees in care of Bill Cargo

To the Township Board of Trustees,

This letter’s purpose is to request an exception to the Private Road and Driveway Ordinance for the lot we wish to purchase in Terry Trails Association. Please see section 7, page 13 for the paragraph about the Exceptions to the Road Ordinance.

The lot we will purchase (if granted the exception by the Board) is immediately east of the gated entrance to the association, but has no frontage on Terry Trails Road. The lot has contact to the north with the cul-de-sac at the end of 178th Street. Survey to follow.

The reasons we think the exception should be granted are...

1. The fire hydrant (where there is municipal water) is just outside the property envelop and will be no more than 150 feet from the home location.
2. We would plan to bring municipal water into the lot through the contact area with the right of way of the cul-de-sac.
3. Terry Trails Road right of way where it passes the lot location is already at the maximum width of 66’. Please see section 4 of Standards and Requirements for Private Roads.
4. Terry Trails Road is already at the maximum width of 23’. Also in the same section as noted above.
5. There is contact to the north with the cul-de-sac at the end of 178th Street.
6. We have been told we would have the support of Tom Gerencer of the Fire Department because of the road specs and hydrant location.

We understand the number of homes in Terry Trails already exceeds the 24 allowed in the Private Road Ordinance. If we are not granted an exception from the Board, the lot will not be buildable. This will not only impact us, but the seller who has decided not to build a home in Terry Trails. We live in Terry Trails and would like to stay here, but wish to have municipal water and land which is not elevated.

Thank you for your consideration,

Jack and Valerie Boet
DESCRIPTION

The Land referred to in this commitment is described as follows:

Land situated in the Township of Grand Haven, Ottawa County, Michigan:

Part of the Northeast 1/4 of Section 5, Township 7 North, Range 15 West, described as
Commencing at the northeast corner of said Section; thence North 68 degrees 38 minutes 24
degrees West 1064.83 feet along the north line of said Section to the Point of Beginning;
thence South 00 degrees 03 minutes 46 seconds East 383.06 feet along the remains of an
existing fence line running southerly; thence North 89 degrees 38 minutes 24 seconds
West 113.26 feet; thence North 00 degrees 24 minutes 53 seconds West 383.06 feet; thence
South 69 degrees 38 minutes 24 seconds East 103.58 feet along the north line of said
Section to the Point of Beginning. Together with all easements as described.

An easement for ingress and egress known as Terry Trails Road, which has been dedicated and
recorded on the Plan of Survey of Terry Subdivision in Lib 16 of Plats, Page 14. Also,
aving been an exclusive easement for driveway and utility purposes as described in the
Schedule of Easements of the Plat of Terry Subdivision, recorded in Lib 21, Plt 21.

Terms, covenants, and conditions of Easement

Agreement, as recorded in Lib 790, Page 179 (THE
EASEMENT DESCRIBED IN THIS DOCUMENT IS NOT
ON, OR DOES NOT TOUCH, THE SURVEYED
PROPERTY, AND IS NOT SHOWN ON THIS SURVEY.)

The rights of others in and to the use of the easement(s)
are described in Schedule C (THE EASEMENT
DESCRIPT IN THIS DOCUMENT IS SHOWN ON THIS SURVEY.)

13-07-05-200-015

1.79 ACRES

The survey was made from the legal description shown above. The description should
be compared with the Abstract of Title or Title Policy for accuracy, easements and
exceptions.

We hereby certify that we have examined the premises herein described, that the improvements
are located exactly thereon as shown and that they do not encroach except as shown herein.

Scott A. Hendges
Licensed Professional Surveyor No. 47952

Scott A. Hendges
Professional Surveyor

Legend:

- Iron - Found
- Set Wood Stake

Legend:

- Iron - Found
- Set Wood Stake
As you may recall, the FY 2017 Budget contained a total of $391,690 for street resurfacing to supplement the work of the OCRC.

Attached, please find a cost estimate and agreement from the Ottawa County Road Commission for about 2.2 miles of resurfacing projects. All of the proposed resurfacing is for streets with a Pavement Surface Evaluation and Rating (PASER) rating of 4 on the PASER 10-point scale.

Recall that the Township has about 40 miles of subdivision streets. Further, since 1987 the Road Commission delegated 100% of the costs associated with subdivision resurfacing to the Townships.

For 2017, Grand Haven Township will resurface about 5.5% of all subdivision streets.

Because the project estimate is about $472,995 (i.e., about $81,305 above the budget projection), this agreement may require a budget amendment. However, this is a pre-bid estimate and the actual paving cost is typically less than the estimate.

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

Move to authorize the Township Superintendent to execute the February 3, 2017 Project Estimate agreement for the resurfacing of approximately 2.2 miles of subdivision streets through the Ottawa County Road Commission at an estimated $472,994.50. It is noted that this is a pre-bid estimate and that a budget amendment may be needed to complete the proposed resurfacing.

Please contact me with any questions or comments at your convenience.
OTTAWA COUNTY ROAD COMMISSION
PROJECT ESTIMATE

Township: Grand Haven

Street Termini & Length: Various Streets – Approximately 2.2 miles

General Description of Work: Bituminous resurfacing of existing 20' and 30' pavement widths and restoration of shoulders and driveways.

- Oak Chapel Avenue: Green Oak Rd. to Red Oak St., 574’ $27,362.50
- Lake Sedge Drive: Church Hill Dr. to Cottage Dr., 1,337’ $62,293.00
- Sikkema Drive: Ferris St. to Ferris St., 1,905’ $93,214.00
- Timber Dune Drive: Lakeshore Dr. to 168th Ave., 4,750’ $169,884.00
- Apple Street: Mercury Dr. to Cedar Ave., 670’ $20,713.00
- Widgeon Road: Robbins Rd. North to Cul-de-sac, 1,077’ $51,392.00
- Westray Street: Robbins Rd. South to End., 1,320’ $48,136.00

TOTAL ESTIMATED COST: $472,994.50

OTTAWA COUNTY ROAD COMMISSION

By Engineering Director

TO: Ottawa County Road Commission
Grand Haven, MI 49417

Gentlemen:

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

Signed By

Clerk of Township

Date
SUPERINTENDENT'S MEMO

DATE: February 6, 2017

TO: Township Board

FROM: Cargo

SUBJECT: 2017 Dust Control

Attached, please find a proposed contract for the 2017 dust palliative and stabilization program in the amount of approximately $33,154.50. This is $2,154.50 higher↑ (or about 7% higher) than the budgeted amount $31,000 and reflects capital purchases (i.e., storage units) that the firm was required to construct.

If the Board does not want to exceed the budgeted amount, the final application in September could be adjusted to an application rate of 2,000 gallons per mile, which would reduce the total contract to $29,502.70, which will be about $1,497.30 below↓ budget (or about 5% under budget).

I am recommended 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 six years 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, early July, and early September (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 $33,154.50, which may require a budget amendment or line item transfer later in FY2017.
2017 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 19.22 miles of gravel roads within the Township’s boundaries for the 2017 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 period of April 24th to May 5th. This application qualifies for a discounted rate of $0.185 per gallon. (The estimated cost of this application would be 3,000 gallons per mile x 19.22 miles of gravel road x $0.185 or approximately $10,667.10.)

   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 period of June 19th to June 30th. This application will be the normal rate of $0.20 per gallon. (The estimated cost of this application would be 3,000 gallons per mile x 19.22 miles of gravel road x $0.20 or approximately $11,532.)
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 period of September 11th to September 22nd. This application qualifies for a discounted rate of $0.19 per gallon. (The estimated cost of this application would be 3,000 gallons per mile x 19.22 miles of gravel road x $0.19 or approximately $10,955.40.)

The work to be performed under this contract shall be executed during the summer season of 2017 commencing no earlier than April 24th and completed no later than September 22nd.

2. **Cost.** The Township shall pay **$0.185** per gallon for the initial application of the mineral well brine solution as described previously; and **$0.20** per gallon for the second application; and, **$0.19** per gallon for the third application.

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 19.22 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 2016. 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 supersedes all other understandings, agreements, or conditions, written or oral, regarding the subject matter of this contract. This contract has been executed in the State of Michigan and 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 13th day of February, 2017.
Witnessed By: GRAND HAVEN CHARTER TOWNSHIP, a Michigan Municipal Corporation

__________________________________

By: ________________________________

William D. Cargo, Superintendent

MICHIGAN CHLORIDE SALES, LLC

__________________________________

By: ________________________________

Brad Harkness, Sales/Operations Mgr.
INTER-OFFICE MEMO

DATE: February 8, 2017

TO: Township Board

FROM: VerBerkmoes/Cargo

SUBJECT: Unbudgeted Replacement Vehicle

As you may recall, the Township’s Ordinance Enforcement Officer was struck by a teenage driver on December 27th, which totaled the 2003 Dodge Ram 2500 Turbo Diesel 4x4 Pickup. The insurance company provided a check in the amount of $12,000 for the depreciated value of the pickup.

To replace the vehicle, staff have recommended moving away from a pickup and utilizing and SUV – specifically, the 2017 Dodge Durango SSV purchased through the Michigan Fleet Purchasing Plan for a total price of $27,387.

The purchase order and vehicle details are attached.

Please note that the State fleet price was provided to the local Dodge dealerships. However, the dealership did not respond with a quote or attempted to match the fleet price.

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

**Move to authorize the expenditure of approximately $27,387 for the purchase of a 2017 Dodge Durango SSV. Further, staff are instructed to complete the necessary budget amendment to account for both the insurance reimbursement and the expenditure during the initial Township budget amendment process.**

If you have any questions, please contact either VerBerkmoes or Cargo at your convenience.
# PURCHASE ORDER

**Number**: WA57930  
**Date**: January 16, 2017  
**Date Required**: A.S.A.P.  
**Terms**: Net 15  
**Ship VIA**: F.O.B.

**TO:**  
LaFontaine CDJR-Lansing  
6131 S. Pennsylvania Ave.  
Lansing, MI 48911  
Phn. 517-394-1022 / Fax 517-394-1282

**SHIP TO:**  
Grand Haven Township  
13300 168th Avenue  
Grand Haven MI 49417  
Attn: Dan Tlachac Ph 616-638-2389

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<tr>
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<td>RTKH53</td>
<td>2017 4-Door Sport Utility, 4-Wheel Drive MiDeal Specification 3905-0015A Durango SSV Exterior: White Knuckle Clear-Coat Interior: Black</td>
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<td>Skid Plate Group</td>
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<td>Trailer Tow Group IV</td>
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**GRAND TOTAL:** $27,387.00

**IMPORTANT:**  
Our Order Number must appear on Invoices, Packages and Correspondence. Acknowledge if unable to deliver by the date required

**APPROVED:**
3905-0015A  PATROL: POLICE SPECIAL SERVICE VEHICLE – LARGE 4 DOOR SPORT UTILITY 4-WHEEL DRIVE, ALTERNATE FUEL
(Payload-900 lbs., min.)

MODEL-2011 CURRENT

PRELIMINARY REQUIREMENTS:

Option Code SSV
Transmission: Automatic

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Passenger Vehicle Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page A).

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as “STANDARD FACTORY EQUIPPED” and are to be included on this vehicle.

Battery-12 Volt, 500 CCA, minimum.
Bumper-Rear, Mfg. Stnd.
Defogger-rear window.
Wrench-wheel.
PASSENGER VEHICLE EQUIPMENT

The items listed below are to be supplied on all vehicles, even though they may be optional with the manufacturer. They have also been included in the individual specifications and are to be furnished on all vehicles:

See individual specifications for MDOT specific options.

- Air Conditioning.
- Battery-Maximum CCA available.
- Color-Manufacturers Standard Color to be selected.
- Defroster-Electric, rear window.
- Floor Mats-Mfg. Stnd., front and rear, color coordinated.
- Keys-(2) sets with code numbers; shall be with vehicle at time of delivery.
- Lights, Daytime Running (If available from manufacturer as standard equipment)
- Moldings-Body side; if not independently available, but available only as a portion of a package, they may be dealer installed using "original equipment" as available from the manufacturer.
- Pre-delivery inspection and servicing.
- Radio-AM/FM mfg. standard, factory installed.
- Speed Control, factory installed
- Steering-Power, Tilt Wheel.
- Transmission-Automatic
- Upholstery, Seats - Cloth or Cloth and Vinyl.

ALL VEHICLES MUST BE EQUIPPED IN COMPLIANCE WITH ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND REGULATIONS.

Note: No dealer advertising decals are to be on vehicle

Delete: On GM vehicles, OnStar and XM radio are deleted.
Fire/Rescue Memo

DATE: February 8, 2017

TO: Township Board

FROM: Chief Tom Gerencer

RE: Elliptical Replacement Recommendation

In late December, the fitness room elliptical runner “broke down” and reached the end of its useful life. The exercise equipment service company is unable to find the parts necessary to repair the 18-year-old piece of exercise equipment.

I am requesting the Board approve the replacement of the elliptical runner, which is among the most frequently used equipment in the fitness room.

Unfortunately, the replacement of the elliptical runner was not budgeted for FY2017. Rather, pursuant to the Fire/Rescue Capital Improvement Plan (i.e. CIP), the elliptical runner was scheduled for replacement in the FY2020.

The department received four quotes on an elliptical runner. All of the following quotes are considered to be for equipment that is substantially equal:

- **Fitness Things** $4,175
- **Fitness Super Store** $5,495
- **Gym Source** $5,695
- **Fitness Outlet** $5,495

Staff recommends approving $4,175 quote from “Fitness Things” because (1) the firm provided a governmental discount; and, (2) it is a local firm. *(See attached information on this exercise equipment.)* If the Board agrees, the following motion can be offered:

**Motion to authorize the Fire/Rescue department to purchase a 52 SAT TOBO ARC TRAINER elliptical runner at a cost of $4,175. Further, staff are instructed to prepare the necessary budget amendment during the Township’s initial budget amendment process.**

Please contact me with any questions or comments.
**Sold To:** GRAND HAVEN TWP. FIRE DEPT.  
13300 168TH AVE  
GRAND HAVEN, MI 49417  

**Ship To:** 13300 168TH AVE  
GRAND HAVEN, MI 49417  

**Cust. Order #:** TBD  
**Salesperson:** #109- CONOR  

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<td>525AT TOBO ARC TRAINER</td>
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**INCOMING FREIGHT, DELIVERY, & INSTALL:**  
$275.00

**Sub-Total:** 3900.00

**Shipping:** 275.00  
**Tax [ 0]:** EXEMPT *

**Total:** 4175.00

---

Thank You  

Time in ______ Time out ______  

**Amount Paid:** 0.00  
**Amount Due:** 0.00  
**Change:** 0.00
500 Series
525AT Arc Trainer

The 525AT is streamlined to fit your space and your budget. The Arc Trainer® burns up to 16% more calories than competing ellipticals or crosstrainers. It reduces knee strain by 83% and improves muscular endurance by 38%.

STANDARD DISPLAY
Take your 500 Cardio Series to the next level with Cybex FIT, an innovative iPad® app that interacts directly with your equipment, transforming the console into an advanced touchscreen workout display. Users now have access to a full suite of digital features and controls that let them personalize their workout experience.

E3 VIEW HD OPTIONAL DISPLAY
The 500 Cardio Series also offers optional technology features including iPod®/iPhone® connectivity, the embedded MYE wireless audio receiver, and the E3 View high definition monitor which offers three viewing modes on a 15.6" embedded display.

SPECIFICATIONS

- Dimensions: 63 x 49 x 62" (160 cm x 125 cm x 159 cm)
- Speed Range: 0 to 12 MPH
- Incline Levels: 12
- Stride Length: 24" (61 cm)
- Max User Weight: 400 lbs (182 kg)
- Power: 115V, 200V, 240V, 30V

Details:
- Graphic display of profile via 3D 3D motion display
- 140 metrics
- High quality audio
- Multi-color indication of heart rate range
- Display shows incline and resistance levels
- Quick start manual mode
- Three weight loss mode: Cardio, Free Power, Workouts with 10 levels and control of both incline and resistance

Cybex FIT App
- Available for the iPad and iPhone via the App Store®
- Entertainment Options: MYE wireless audio receiver, E3 View embedded HD monitor
- iPod/iPhone integration with 30-pin connector
- Users can easily change audio on iPod or iPhone, listen to music, watch videos, and stream music

Heart Rate Monitoring:
- Heart Rate Monitoring: Contact and wireless

Compliance:
- ETL listed to UL 2447, ASH, E2, IEC 60601, and CSA
- FCC Class B; CE Low Voltage; EN; and RoHS Directives

Color:
- Available in 14 standard colors or a virtually unlimited variety of custom colors

*According to an independent study at the University of Wisconsin-La Crosse
**iPad not included. For use with products installed with optional iPod/iPhone connector.
### Category Detail Permit Report

**ADDITIONS**

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Total Fees For Type: $736.20  
Total Permits For Type: 3

**COMMERCIAL REMODEL**

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**Total Fees For Type:** $40.00  
**Total Permits For Type:** 2

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<td>P16ZL0160</td>
<td>TOMPSETT SCOTT M</td>
<td>11073 152ND AVE</td>
<td>$25.00</td>
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**Total Permits For Type:** 2

<table>
<thead>
<tr>
<th>Permit No.</th>
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<th>Fee Total</th>
<th>Amount Paid</th>
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<tbody>
<tr>
<td></td>
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<td><strong>$25.00</strong></td>
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**Total Fees For Type:** $25.00

**Total Permits For Type:** 1

### SINGLE FAMILY DWELLING

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<tbody>
<tr>
<td>P17BU0003</td>
<td>MULDER DOUG L-SHANNON M</td>
<td>13476 HIDDEN CREEK CT</td>
<td>$1,544.15</td>
<td>$1,544.15</td>
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<tr>
<td>P17BU0005</td>
<td>CAMPBELL JOHN-LISA</td>
<td>14507 LAKESHORE DR</td>
<td>$1,328.90</td>
<td>$1,328.90</td>
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<td>P17BU0011</td>
<td>SODEMANN JOHN-PAMELA</td>
<td>10330 BIRDSEYE CT</td>
<td>$1,659.65</td>
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**Total Permits For Type:** 3

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<tr>
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**Total Fees For Type:** $4,532.70

**Total Permits For Type:** 3

### VEHICLE SALES

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<tr>
<td>P17VS0001</td>
<td>SEES LISA</td>
<td>15461 COLEMAN AVE</td>
<td>$0.00</td>
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<td>P17VS0002</td>
<td>NAGY CHARLES E-REBECCA E</td>
<td>16110 COMSTOCK ST</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>P17VS0003</td>
<td>CURRIER TIMOTHY J-DIANA L</td>
<td>11457 144TH AVE</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>P17VS0004</td>
<td>ORR JEFFREY C</td>
<td>16044 ROBBINS RD</td>
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<td>$0.00</td>
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<tr>
<td>P17VS0005</td>
<td>MCLAREN MARK J-JANICE M</td>
<td>15315 FERRIS ST</td>
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<td>$0.00</td>
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**Total Permits For Type:** 5

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**Total Fees For Type:** $0.00

**Total Permits For Type:** 5

### WALL/CANOPY SIGN

<table>
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<tr>
<td>P17SG0001</td>
<td>ROBBINS ROAD REAL ESTATE LLC</td>
<td>17200 ROBBINS RD</td>
<td>$21.50</td>
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**Total Permits For Type:** 1

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<th>Amount Paid</th>
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</thead>
<tbody>
<tr>
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<td><strong>$21.50</strong></td>
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**Total Fees For Type:** $21.50

**Total Permits For Type:** 1

### Report Summary

- **Grand Total Fees:** $33,447.65
- **Grand Total Permits:** 192

Report Date: 02/09/2017
Population: All Records
Filter: Permit.DateIssued Between 1/1/2017 12:00:00 AM AND 1/31/2017 11:59:59 PM AND Permit.Category Not = BURN PERMITS
## January Enforcement Letters By Category

*All enforcement letters sent the previous month*

<table>
<thead>
<tr>
<th>Type of Enforcement Letter</th>
<th>Number Mailed</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/C WITHOUT A PERMIT LETTER</td>
<td>1</td>
</tr>
<tr>
<td>ACC BLDG/SHED 2ND NOTICE</td>
<td>1</td>
</tr>
<tr>
<td>ACC BLDG/SHED WARNING</td>
<td>1</td>
</tr>
<tr>
<td>HOUSE NUMBERS LETTER</td>
<td>2</td>
</tr>
<tr>
<td>LITTER 2ND NOTICE</td>
<td>1</td>
</tr>
<tr>
<td>LITTER WARNING LETTER</td>
<td>8</td>
</tr>
<tr>
<td>TRASH CAN WARNING LETTER</td>
<td>1</td>
</tr>
<tr>
<td>UNPERMITTED WORK-1ST NOTICE OF VIOLATION</td>
<td>1</td>
</tr>
<tr>
<td>VEHICLE IN ROW LETTER</td>
<td>1</td>
</tr>
<tr>
<td>VEHICLE ON GRASS LETTER</td>
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**Total Letters Sent:** 21

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Letter.LinkFromType = Enforcement AND Letter.DateTimeCreated Between 01/01/2017 AND 0
# January Open Enforcements By Category
## Monthly Report

### ACCESSORY BUILDING

<table>
<thead>
<tr>
<th>Enforcement No.</th>
<th>Address</th>
<th>Status</th>
<th>Filed</th>
<th>Closed</th>
<th>Last Action Date &amp; Last Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>E17CE0004</td>
<td>12831 152ND AVE</td>
<td>CLOSED</td>
<td></td>
<td>01/17/17</td>
<td>01/31/17</td>
</tr>
<tr>
<td>E17CE0012</td>
<td>13334 PINEWOOD DR</td>
<td>VERBAL WARNING</td>
<td></td>
<td>01/19/17</td>
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**Total Entries:** 2

### DOMESTIC ANIMALS AND PETS

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<th>Last Action Date &amp; Last Action</th>
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</thead>
<tbody>
<tr>
<td>E17CE0010</td>
<td>13618 FAWN LN</td>
<td>INVESTIGATION ONLY</td>
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<td>01/18/17</td>
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</table>

**Total Entries:** 1

### HOUSE NUMBERS

<table>
<thead>
<tr>
<th>Enforcement No.</th>
<th>Address</th>
<th>Status</th>
<th>Filed</th>
<th>Closed</th>
<th>Last Action Date &amp; Last Action</th>
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</thead>
<tbody>
<tr>
<td>E17CE0027</td>
<td>11700 GARNSEY AVE</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
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<td>01/31/17</td>
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</table>

**Total Entries:** 1

### JUNK & RUBBISH

<table>
<thead>
<tr>
<th>Enforcement No.</th>
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<th>Status</th>
<th>Filed</th>
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</thead>
<tbody>
<tr>
<td>E17CE0005</td>
<td>15492 ROYAL OAK DR</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
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<td>01/17/17</td>
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<tr>
<td>E17CE0007</td>
<td>14859 152ND AVE</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
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<td>01/18/17</td>
<td></td>
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<tr>
<td>E17CE0008</td>
<td>14895 BLUEBIRD LN</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
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<td>01/18/17</td>
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<tr>
<td>E17CE0009</td>
<td>14922 CANARY DR</td>
<td>CLOSED</td>
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<td>01/18/17</td>
<td>01/24/17</td>
</tr>
<tr>
<td>E17CE0011</td>
<td>13972 148TH AVE</td>
<td>2ND NOTICE OF VIOLATION LETTER</td>
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<td>E17CE0020</td>
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<td>1ST NOTICE OF VIOLATION LETTER</td>
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<td>01/26/17</td>
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<tr>
<td>E17CE0021</td>
<td>15906 CEDAR AVE</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
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<td>01/26/17</td>
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**Total Entries:** 7

### OTHER

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</thead>
<tbody>
<tr>
<td>E17CE0018</td>
<td>15315 FERRIS ST</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
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<td>01/24/17</td>
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<tr>
<td>E17CE0025</td>
<td>11664 GARNSEY AVE</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
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<td>01/31/17</td>
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<tr>
<td>E17CE0026</td>
<td>11570 OAK GROVE RD</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
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<td>01/31/17</td>
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**Total Entries:** 3
## January Open Enforcements By Category
### Monthly Report

### PARKING ON THE GRASS

<table>
<thead>
<tr>
<th>Enforcement No.</th>
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<th>Filed</th>
<th>Closed</th>
<th>Last Action Date &amp; Last Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>E17CE0001</td>
<td>13210 HIDDEN CREEK DR</td>
<td>CLOSED</td>
<td>01/04/17</td>
<td>01/13/17</td>
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<tr>
<td>E17CE0006</td>
<td>10288 MESIC DR</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
<td>01/17/17</td>
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<td></td>
</tr>
<tr>
<td>E17CE0015</td>
<td>14425 LAKESHORE DR</td>
<td>VERBAL WARNING</td>
<td>01/24/17</td>
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<td></td>
</tr>
<tr>
<td>E17CE0017</td>
<td>15674 RONNY RD</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
<td>01/24/17</td>
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<tr>
<td>E17CE0023</td>
<td>16031 COMSTOCK ST</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
<td>01/26/17</td>
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<tr>
<td>E17CE0024</td>
<td>14535 160TH AVE</td>
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**Total Entries:** 6

### SIGNS

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<td>E17CE0016</td>
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**Total Entries:** 1

### VEHICLE IN ROW

<table>
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<tbody>
<tr>
<td>E17CE0022</td>
<td>15965 CEDAR AVE</td>
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**Total Entries:** 1

### VEHICLE SALES

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<tr>
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<tbody>
<tr>
<td>E17CE0019</td>
<td>17200 ROBBINS RD</td>
<td>CLOSED</td>
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**Total Entries:** 1

### ZONING

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<tbody>
<tr>
<td>E17CE0002</td>
<td>16064 WINANS ST</td>
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<td>01/12/17</td>
<td>01/24/17</td>
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<td>E17CE0013</td>
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<td>INVESTIGATION ONLY</td>
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**Total Entries:** 2

**Total Records:** 25

Enforcement.CodeOfficer = KEVIN FRENCH AND
Enforcement.DateFiled Between 1/1/2017 12:00:00 AM
AND 1/31/2017 11:59:59 PM
# January Closed Enforcements By Category
## Monthly Report

### ACCESSORY BUILDING
<table>
<thead>
<tr>
<th>Enforcement No.</th>
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<tbody>
<tr>
<td>E17CE0004</td>
<td>12831 152ND AVE</td>
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**Total Entries:** 1

### FENCE
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</thead>
<tbody>
<tr>
<td>E16CE0462</td>
<td>13607 STREAMSIDE CT</td>
<td>CLOSED</td>
<td></td>
<td>01/11/17</td>
<td>01/03/2017 SUBMITTED APP</td>
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<tr>
<td>E16CE0474</td>
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**Total Entries:** 1

### HOME OCCUPATION
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<tr>
<td>E16CE0044</td>
<td>16166 LAKE MICHIGAN DR</td>
<td>CLOSED</td>
<td>02/11/16</td>
<td>01/05/17</td>
<td>02/11/2016 EMAILED PROPERTY OWNER</td>
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**Total Entries:** 1

### JUNK & RUBBISH
<table>
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<tr>
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<td>01/18/17</td>
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<td>E16CE0551</td>
<td>17885 BRUCKER ST</td>
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<td>01/04/17</td>
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<tr>
<td>E17CE0009</td>
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<td>01/24/17</td>
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**Total Entries:** 3

### LITTER
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<th>Last Action Date &amp; Last Action</th>
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<tbody>
<tr>
<td>E16CE0219</td>
<td>15192 LAKESHORE DR</td>
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<td>01/05/17</td>
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<tr>
<td>E16CE0400</td>
<td>17844 OAK HILL CT</td>
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**Total Entries:** 2

### OTHER
<table>
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<tbody>
<tr>
<td>E16CE0491</td>
<td>13299 LAKESHORE DR</td>
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<td>11/17/16</td>
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**Total Entries:** 1

### PARKING ON THE GRASS
<table>
<thead>
<tr>
<th>Enforcement No.</th>
<th>Address</th>
<th>Status</th>
<th>Filed</th>
<th>Closed</th>
<th>Last Action Date &amp; Last Action</th>
</tr>
</thead>
</table>

**Total Entries:** 1
### January Closed Enforcements By Category

#### Monthly Report

<table>
<thead>
<tr>
<th>Enforcement No.</th>
<th>Address</th>
<th>Status</th>
<th>Filed</th>
<th>Closed</th>
<th>Last Action Date &amp; Last Action</th>
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</thead>
<tbody>
<tr>
<td>E16CE0466</td>
<td>14801 LAKESHORE DR</td>
<td>CLOSED</td>
<td>10/27/16</td>
<td>01/03/17</td>
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<tr>
<td>E16CE0550</td>
<td>10168 LAKESHORE DR</td>
<td>CLOSED</td>
<td>12/20/16</td>
<td>01/03/17</td>
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<tr>
<td>E16CE0557</td>
<td>16061 BONITA CT</td>
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<td>12/28/16</td>
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<tr>
<td>E16CE0561</td>
<td>15981 MERCURY DR</td>
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<td>12/29/16</td>
<td>01/13/17</td>
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<tr>
<td>E16CE0562</td>
<td>15020 177TH AVE</td>
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<tr>
<td>E17CE0001</td>
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<td>CLOSED</td>
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<td>01/13/17</td>
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#### RECREATION VEHICLES

<table>
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<tbody>
<tr>
<td>E16CE0131</td>
<td>13551 HIDDEN CREEK CT</td>
<td>EXPIRED - CLOSED BY STAFF</td>
<td>04/20/16</td>
<td>01/05/17</td>
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<tr>
<td>E16CE0518</td>
<td>17901 OAK HILL CT</td>
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<td>01/11/17</td>
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#### SOIL EROSION & SEDIMENTATION CONT

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Total Entries: 6

Total Entries: 6

Total Entries: 1

Total Entries: 1

Total Entries: 2
## January Closed Enforcements By Category
### Monthly Report

### ZONING

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**Total Entries:** 4

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Enforcement.CodeOfficer = KEVIN FRENCH
Enforcement.DateClosed Between 1/1/2017 12:00:00 AM
AND 1/31/2017 11:59:59 PM

Total Pages: 3

**Total Records:** 29

Report Created: 02/01/17
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Enforcement.CodeOfficer = SCOTT CORBAT AND
Enforcement.DateClosed Between 1/1/2017 12:00:00 AM AND 1/31/2017 11:59:59 PM

Total Pages: 1

Report Created: 02/01/17
# January Open Enforcements By Category
## Monthly Report

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**Total BUILDING: 1**

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**Total Records: 1**

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Report Created: 02/01/17
# January Closed Enforcements By Category
## Monthly Report

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**Total Records:** 4

Report Created: 02/01/17
# PUBLIC SERVICES DEPARTMENT
## END OF THE MONTH REPORT
### 2017

### WATER

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<th>REPLACED MXU'S</th>
<th>NEW TAPS 3/4&quot;</th>
<th>NEW TAPS 1&quot;</th>
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**NOTES:**

1 1/2" service w/ 1 1/2" meter installed at 14870 Piper Lane

### WASTEWATER

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**NOTES:**
In This Issue

This Week!

Disincorporation

Snow Removal from Private Property

Fire Hydrant Snow Removal

Winter Parking

Board Openings!

February 6, 2017

This Week!

Monday, February 6, 2017 - Parks & Rec Board meeting, 7:00 p.m. Village Hall EOC room.

Thursday, February 9, 2017 - DDA Board meeting, 7:30 a.m. Village Hall EOC room.

Disincorporation

The Disincorporation Fact Finding Committee will be presenting their findings to Village Council at the February 20, 2017 meeting. Residents are invited and encouraged to attend.
Snow Removal from Private Property

The Village needs your assistance to provide a more drivable and walkable community in the winter months, and more specifically, following snow storms. Please notify your plow driver that plowing snow across or onto public rights-of-way is prohibited by state law and local ordinance. Violation of the law may result in a ticket being issued. That ticket would be issued to the property owner in violation as the Village is not aware of who has been hired to remove snow from various properties. For copies of the law as it pertains to snow removal please contact Village Hall at 616-842-1393 or email Mary Paparella at mary@springlakevillage.org

Fire Hydrant Snow Removal

If you have a fire hydrant near your home, please make sure it is accessible. So far, we haven’t had much snow. In the event Mother Nature unleashes her fury, please remove the snow from around the hydrant. A few minutes of time clearing the hydrant can mean the different between saving your home and a complete loss.

Winter Parking

Please remember...there is NO PARKING on any Village street (or ROW) from 2:00 a.m. - 6:00 a.m. December 1 thru April 1 regardless of the amount of snowfall (or lack thereof). Don’t risk being ticketed; please park in your driveway.

Board Openings!

The Village is looking for interested Village of Spring Lake residents and business persons wanting to serve their community.

http://www.springlakevillage.org/boards/applications-for-appointment/

Quick Links

Send email to

Village Manager
Christine Burns

Village President
Joyce Verpla

Coming Next Week!

Monday, February 13, 2017 - Village Council Work Session, 7:00 p.m. Village Hall Upstairs Conference room.

Village Hall Holiday Closings

Good Friday (1/2 day) - April 14, 2017
Memorial Day - May 29th
Independence Day - July 4th
Labor Day - Sept. 4th
Veteran’s Day - Nov. 10th
Council Members

Megan Doss
Michael Duer
Mark Miller
Mark Powers
Joel Tepastte
Scott VanStrate

The next scheduled meeting is March 14, 2017.

Thanksgiving - Nov. 23rd & 24th
Christmas - Dec. 22nd - Dec. 25th
New Year's - Dec. 29th - (1/2 day) & Jan. 1st, 2018

Village of Spring Lake, 102 W Savidge, Spring Lake, MI 49456

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Your News for February 2017

Park Township Meetings for February

- Thursday, February 9, 2017 a special Park Township Board budget meeting will be held from 1:00 p.m. to 4:00 p.m.
- Thursday, February 9, 2017 an Election Commission meeting will be held at 6:10 p.m.
- Thursday, February 9, 2017 a regular meeting of the Park Township Board will be held at 6:30 p.m.
- Tuesday, February 14, 2017 a special meeting of the Planning Commission will be held from 4:00 p.m. to 6:00 p.m.
- Tuesday, February 21, 2017 a regular meeting of the Planning Commission will be held at 6:30 p.m.

All meetings are open to the public and held at the Park Township Office, 52 -152nd Avenue, Holland, MI 49424 unless otherwise noted.

Agendas are posted on our web site once available. Go to: Agendas & Minutes

Public Meeting - Disc Golf Course Remodeling

The Winstrom Park Disc Golf Course will be undergoing repairs and improvements. Prein & Newhoff will be holding a public meeting at the Park Township Office on Thursday, February 23 at 6:00 p.m. They will give a presentation of the existing course and current issues, and discuss the next steps to be taken. We welcome your comments to help make the best possible long-term improvements to the course.

From the Assessor

Check your mailbox towards the end of February for your 2017 property assessment, and instructions on how to make an appointment, if you choose, to meet with the Assessment Board of Review. They will meet March 13, 14 & 15.
Winter Taxes Due February 14th

The 2016 winter property taxes are due Tuesday, February 14, 2017. The Park Township Office is open Monday through Friday from 8:00 a.m. to 5:00 p.m.

You may mail your payment, or use the white Drop Box located across the driveway from the Park Township Office main entrance. Postdated checks will not be accepted. All checks will be cashed when received.

You may also pay by credit card, but please note that Point and Pay LLC will charge your credit/debit card a fee of 3% of the payment amount for this service. If you use the E-Check option there is a $3.00 flat fee per transaction. Click on Tax Payments.

Please do not combine your tax payment with your water payment. Thank you!

Park Township Recreation

Attention spring soccer players: This year, the registration deadline for girls’ soccer is February 10th, and we can always use parent coaches! If interested in coaching, you will need to fill out the background check form that is attached to your receipt (after registering online). Also, as a reminder, due to the large amount of teammate requests, we can only honor requests for those parents who do coach. Thank you in advance!

When we started our Pickleball program last fall, we knew there was some interest to play in Park Township, but we did not realize exactly how much. After a few months, and dozens of new players, it's one of our fastest growing programs! In addition to Sunday play, we have recently added Wednesday afternoons to the Pickleball schedule. In the past, the players have been taping the floor, but it is our hope to have permanent Pickleball court lines on the gym floor soon.

We have some new courses beginning in February. Youth archery, with Long Range Archery, will start on February 28. There's only a few spots left; this class filled up fast! "Knights and Dragons" will be on February 18th from 10:00-12:00. This is for all kids ages 6-11. JeccaBelle Art Studio is hosting this fun event! Expect 2 hours of face painting, medieval games, crafts, and stories! We have added a couple new adult classes as well. Pyrography, or better known as wood burning will be starting March 7th. This is the art of burning wood with a metallic tip. Learn this fun trade over a 4-week course, and take home your creation at the end! For all courses and events, register at recreation.parktownship.org. Or stop by the township office.

Don't forget, there is free roller-skating at the Community Building, every Saturday from 12:30-2:00 p.m. now through March.

Thank you,

Tom Reverman
Park Township Recreation Department
52 152nd Ave
Holland, MI 49424
616-738-4231
LIKE US ON FACEBOOK!

Goodwill Free Tax Program

Is your household income $60,000 or less? Do you need help with filing your taxes? You may be eligible for free tax preparation. Dial 2-1-1 or go to:

www.VITAWestMichigan.org
**Hemlock Woolly Adelgid in Park Township**

The Michigan Department of Agriculture and Rural Development has found an infestation of Hemlock Woolly Adelgid south of Lake Macatawa on South Shore Drive in Park Township. The following website has more information on this pest:

[http://www.michigan.gov/invasives/0,5664,7-324-68002_71241-367635--,00.html](http://www.michigan.gov/invasives/0,5664,7-324-68002_71241-367635--,00.html)

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**Report Street Light Outages**

Is there a street light out or flickering in your neighborhood? Or if you experience a power outage go to [Consumer's Energy](http://www.consumerenergy.com) to report it.

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**Other Community Newsletters**

- Macatawa Area Coordinating Council, [MACC News](http://www.maccnews.org)
- Ottawa County Road Commission, [THE ROAD](http://www.ottawacountyroadcommission.org)
- Holland Museum, [Holland Museum News](http://www.hollandmuseum.org)
- Holland Community Aquatic Center, [Aquatic Center News](http://www.hollandaquaticcenter.org)

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**Recycle Your Cell Phones**

The Ottawa County Sheriff's Office and the 911 Cell Phone Bank provide emergency communications to seniors and victims of abuse in our community.

A RECYCLE IT box for cell phones is located at the Park Township Office. All brands and all models are accepted.

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Park Township | 616-399-4520 | info@parktownship.org | www.parktownship.org

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