



**GRAND HAVEN CHARTER TOWNSHIP
BOARD AGENDA
Monday, June 13, 2022**

WORK SESSION – CANCELLED

REGULAR MEETING – 7:00 P.M.

Persons wishing to speak at public hearings, on agenda items, or extended comments, must fill out a “Speakers Form” located on the counter. Completed forms must be submitted to Township Staff prior to the meeting.

- I. CALL TO ORDER
- II. PLEDGE TO THE FLAG
- III. ROLL CALL
- IV. APPROVAL OF MEETING AGENDA
- V. CONSENT AGENDA
 1. Approve May 23, 2022, Regular Board Minutes
 2. Approve Payment of Invoices in the amount of \$534,197.59 (*A/P checks of \$405,686.56 and payroll of \$128,511.03*)
 3. Approve Hire of Captain Shawn Schrader as Fire/Rescue Chief
- VI. OLD BUSINESS
 1. Second First Reading – Brege Rezoning from AG to RP
 2. Approve Correction to MERS Defined Contribution Plan Adoption Agreement
 3. Direction – Phase I ESA on Vacant Land Parcel No. 70-07-10-100-038
- VII. NEW BUSINESS
None
- VIII. REPORTS & CORRESPONDENCE
 1. Committee Reports
 2. Manager’s Report
 - i. May Building Report
 - ii. May Enforcement Report
 - iii. May Public Services Report
 - iv. May Legal Review
 3. Other
- IX. PUBLIC COMMENTS – (*Non-Agenda Items*)
- X. ADJOURNMENT

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

**GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, MAY 23, 2022**

WORK SESSION

1. The Township's FY2021 Financial Audit was presented by Auditor Doug Vredevelde. The Auditor presented a "Clean" audit with no significant finding or material weaknesses.
2. The Board discussed the Schmidt Heritage Park and a disagreement between Building Official Corbat and Architect Levanski on the number of restrooms needed for Phase I of the park.

After discussion, the Board came to a consensus that the restroom building should be designed for a crowd of 1,105 with 1 toilet in the family facility; 8 toilets in the women's facility; and 2 toilets and 3 urinals in a men's facility.

3. **Motion** by Trustee Redick and seconded by Trustee Meeusen to excuse Trustee Wagenmaker due to a conflict of interest because he has a pecuniary investment in property parcel no. 70-07-10-100-038 being considered for purchase by the Township. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Redick, Kieft, Meeusen, Wagenmaker, Reenders

Nays:

Absent: Larsen, Behm

Trustee Wagenmaker left the Board table.

Motion by Treasurer Kieft and seconded by Trustee Redick to enter closed session at 6:50 p.m. for the purpose of considering a real estate purchase. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Reenders, Redick, Kieft, Meeusen

Nays:

Absent: Larsen, Behm, Wagenmaker

The Board reviewed a purchase agreement for vacant land on Ferris Street, parcel no. 70-07-10-100-038 that will be used as a driveway from Ferris Street for a proposed fire/rescue station.

The Board consensus was for Resolution 22-05-04 to be placed on the agenda to authorize the purchase of the land.

Motion by Trustee Redick and seconded by Treasurer Kieft to exit the closed session at 7:03 p.m. **Which motion carried**.

REGULAR MEETING

I. **CALL TO ORDER**

Supervisor Reenders called the regular meeting of the Grand Haven Charter Township Board to order at 7:04 p.m.

II. PLEDGE TO THE FLAG

III. ROLL CALL

Board members present: Wagenmaker, Meeusen, Reenders, Kieft, Redick

Board members absent: Larsen, Behm

Also present was Manager Cargo, Finance Director Sandoval, Public Services Director Chappell, Assessing Director Larrison, and Senior Planner Thibault.

Motion by Trustee Meeusen supported by Trustee Wagenmaker to appoint Treasurer Kieft as the Temporary Clerk. **Which motion carried.**

IV. APPROVAL OF MEETING AGENDA

Motion by Treasurer Kieft and seconded by Trustee Redick to approve the meeting agenda. **Which motion carried.**

V. APPROVAL OF CONSENT AGENDA

1. Approve May 9, 2022, Regular Board Minutes
2. Approve Payment of Invoices in the amount of \$686,983.46 (*A/P checks of \$573,775.19 and payroll of \$113,208.27*)
3. Approve Economic Development Agreement with Chamber of Commerce
4. Approve Compensation for Dangerous Building Hearing Officer of \$78.49 per meeting

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

VI. PRESENTATION – CHAMBER OF COMMERCE

The Economic Development Director of the Chamber – Elizabeth Butler – provided a PowerPoint presentation regarding the activities of the Chamber and the benefits to local businesses and the community.

VII. OLD BUSINESS

1. **Motion** by Treasurer Kieft and seconded by Trustee Redick to adopt Resolution 22-05-02 authorizing the installation and operation of streetlights and said operational and installation costs billed to the property owner and authorize the Supervisor to sign the Special Assessment Lighting District agreement for Stonewater Subdivision No 2.

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

Ayes: Kieft, Reenders, Meeusen, Redick, Wagenmaker

Nays:

Absent: Larsen, Behm

2. **Motion** by Trustee Meeusen and seconded by Trustee Wagenmaker to approve Resolution 23-05-03 approving a one-year license agreement with Arrowaste, Inc. for waste collection and hauling services in Grand Haven Charter Township. **Which**

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

Ayes: Wagenmaker, Redick, Meeusen, Kieft, Reenders

Nays:

Absent: Larsen, Behm

3. **Motion** by Trustee Redick and seconded by Trustee Meeusen to excuse Trustee Wagenmaker due to a conflict of interest as he has a pecuniary interest in property parcel no. 70-07-10-100-038 being considered for purchase by the Township. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Kieft, Wagenmaker, Reenders, Meeusen, Redick

Nays:

Absent: Larsen, Behm

Trustee Wagenmaker left the Board table.

Motion by Treasurer Kieft and seconded by Trustee Meeusen to approve Resolution 22-05-04 authorizing a purchase agreement for vacant land on Ferris Street parcel number 70-07-10-100-038 at the cost of \$173,000. **Which motion carried**, as indicated by the following roll call vote:

Ayes: Reenders, Kieft, Redick, Meeusen

Nays:

Absent: Larsen, Wagenmaker, Behm

Trustee Wagenmaker returned to the Board table.

VIII. NEW BUSINESS

1. Assessing Director Larrison presented a proposed agreement for certain assessing services that would replace the full-time Appraiser.

Motion by Trustee Redick and seconded by Trustee Wagenmaker to authorize the Township Superintendent to execute a Property Tax Assessment and Administrative Services agreement with Property Assessment Solutions for assisting with assessment services including performing field work and data entry, visiting 20% of real property parcels each year, offering on site availability as needed while maintaining the qualifications necessary to perform the work. At a cost of \$68,850 annually. **Which motion carried.**

2. **Motion** by Trustee Wagenmaker and seconded by Treasurer Kieft to present and postpone the Zoning Map Amendment Ordinance concerning the rezoning for 10441 152nd Avenue from Agricultural (AG) to Rural Preserve (RP) based on the application meeting the rezoning standards of the Zoning Ordinance and Master Plan. **Which motion carried.**
3. **Motion** by Treasurer Kieft and seconded by Trustee Meeusen to deny the rezoning application for 16552 Winans St. from Rural Preserve (RP) to Agricultural (AG) based on the application not meeting the rezoning standards of the Zoning Ordinance and Master Plan. **Which motion carried**, with Wagenmaker voting no.

IX. REPORTS AND CORESPONDENCE

1. Committee Reports

- i. Trustee Redick noted that the Township PUD process noting that residential PUDs – pursuant to the Zoning Ordinance Section 7.04.a – allows for any use listed as Permitted by Right in the R-1, R-2, or R-3 zoning districts. This includes, multi-family, row houses, townhomes, and missing middle housing types, as long as it complies with the density allowances.

Manager Cargo noted that the current language is substantially similar to “old” Zoning Ordinance Section 17.07.1 that allows for multiple family dwellings and Section 17.07.03(3) that determines the base density.

Manager Cargo noted that he was mistaken when he noted that the Township treats Townhouses as single-family dwellings pursuant to the Construction Code. Rather the Zoning ordinance uses a different definition for single family units that would exclude townhouses.

The Board instructed Manager Cargo to schedule a joint work session with the Planning Commission to discuss Section 17.07.1 and determine if this section should be amended.

2. Manager’s Report

- i. April Public Services Report

3. Others

X. PUBLIC COMMENTS – *(Non-Agenda Items)*

None

XI. ADJOURNMENT

Motion by Trustee Meeusen and seconded by Trustee Wagenmaker to adjourn the meeting at 7:52 p.m. **Which motion carried**

Respectfully Submitted,

William Kieft III
Grand Haven Charter Township Temporary Clerk

Mark Reenders
Grand Haven Charter Township Supervisor



Manager's Memo

DATE: June 9, 2022

TO: Township Board

FROM: Bill Cargo / Karen Sherwood

RE: Approve Hire of Captain Shawn Schrader as Fire/Rescue Chief

As you are aware, the Selection Committee (*i.e.*, Cargo, Chappell, Sherwood, Behm and Cascade Charter Township Fire Chief Magers) completed interviews with the three (3) internal candidates and unanimously recommended Captain Schrader as the next Fire/Rescue Chief for the Township, which Cargo affirmed.

The Selection Committee members were impressed with Captain Schrader's strategic thinking, focus on the core values, and understanding of the mission for the department. Further, Schrader expressed well the transitional period in which the Fire/Rescue department finds itself due to the growth of emergency calls, difficulties in staffing and the impact on coverage and training, the decline in the availability of ambulance services, and the need for significant capital investments.

Bottom line – the Selection Committee believes that Captain Schrader will be an effective servant-leader and strong manager for the department.

A contingent job offer letter to Captain Schrader was negotiated by Assistant Manager/HR Director Sherwood. (*See attached.*)

Pursuant to state law, the Selection Committee's recommendation of a Captain Schrader as the next Fire/Rescue Chief for Grand Haven Charter Township must be approved by the Township Board. To affirm this selection, the following motion can be offered:

Motion to approve the selection of Captain Shawn Schrader as the Grand Haven Charter Township Fire/Rescue Chief at a salary of \$96,158.40 beginning on Tuesday, July 5, 2022.

If you have any questions or concerns, please contact either Cargo or Sherwood at your convenience.



Community Development Memo

DATE: June 9, 2022
 TO: Township Board
 FROM: Rory Thibault – Senior Planner
 RE: Brege – Rezoning Application (AG to RP)

BACKGROUND

The applicant, Nichole Brege, is requesting to rezone 10.5-acres located at 10441 152nd Ave. (Parcel No. 70-07-26-400-021), from Agricultural (AG) to Rural Preserve (RP).

The request to rezone to RP sets the minimum lot area at 5-acres and a 250-ft lot width per Section 2.08 of the Zoning Ordinance, for which the current lot is compliant. The property currently has a singular residence on it. The applicant has expressed a desire to split the property into (2) 5-acre lots to build a house next to her family, who own the property. On May 16th the Planning Commission adopted a motion recommending the Board approve the proposed rezoning. The Board approved the first reading of this application on May 23rd.

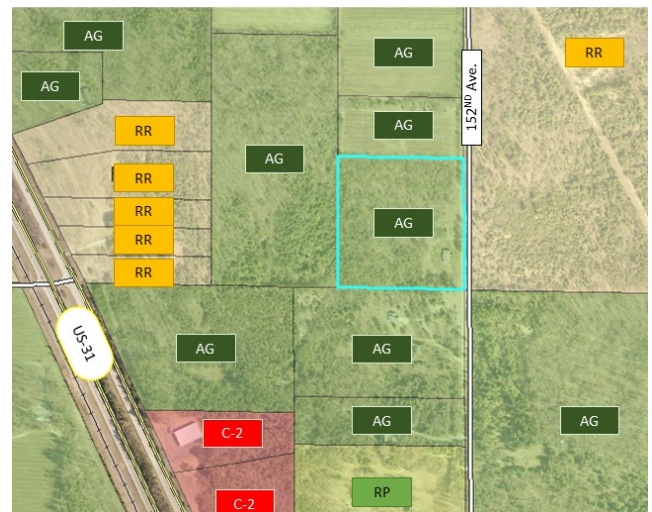
The rezoning application was tested against the “Three C’s” evaluation method.

COMPATIBILITY

*Is the proposed rezoning **compatible** with the existing developments or zoning in the surrounding area?*

The adjacent zoning is:

Direction	Current Zoning	Existing Use
North	AG	Agricultural fields
East	RR	Vacant
West	AG	Crossroads/Vacant
South	AG	Residential



The 2016 Future Land Use Map has master-planned the subject parcel for Rural Preservation (RP) which corresponds with applicant’s proposal.

For this reason, **staff is supportive of the application to move through the rezoning process.**

CONSISTENCY

*Is the proposed rezoning **consistent** with the goals and objectives of the Master Plan and does it coincide with the Future Land Use Map in terms of an appropriate use of the land?*

STATEMENT OF PURPOSE FOR RP ZONING DISTRICT	SITE CONSISTENCY
Appropriate uses for large parcels not suited for agricultural	Hasn't been used for agricultural usage since 1962, heavily wooded
Low density development in areas with limited infrastructure	152 nd is unpaved, property does not have water/sewer access

INTENT FOR RP FUTURE LAND USE	SITE CONSISTENCY
Single-family homes on lots from 5 – 20 acres	Intended split is to be 5 acres, residential in use
Preserve large areas of rural land from premature development	Only one split (2 lots) would be possible if rezoned to RP, as the minimum lot size is 5 acres

The rezoning is consistent with the current purpose in the Zoning Ordinance and the intended future land use in the Master Plan.

CAPABILITY

*Does the proposed rezoning require an extension of public sewer and water, roadway improvements, or enhanced fire and police protection, and if so, is it in an area **capable** of being provided with such services?*

Parcels zoned RP are not intended to have public utilities or paved roads. 152nd Ave. is not paved, public utilities are not available, and are not anticipated.

SAMPLE MOTIONS

If the Township Board finds the rezoning application meets the standards, the following motion can be offered:

Motion to approve the Zoning Map Amendment Ordinance concerning the rezoning for 10441 152nd Ave. from Agricultural (AG) to Rural Preserve (RP). **This is the second reading.**

Please contact me prior to the meeting if you have questions.



Manager's Memo

DATE: June 9, 2022

TO: Township Board

FROM: Bill Cargo / Andrea Sandoval

RE: Addendum to MERS Defined Contribution Program

As you may recall, the Township moved the employees' Defined Contribution Pension Program from John Hancock to MERS in May of 2017.


The John Hancock program was a post-tax program. That said, during the transfer between John Hancock and MERS the pre-tax "box" was checked (*as opposed to the post-tax "box"*) on the transfer documents. The result is that MERS was reporting the contributions as pre-tax while the Township was reporting the employee contributions to the IRS as post-tax.

To correct this error, the Township must adopt a "Contribution Addendum for MERS Defined Contribution" program. (*See attached form.*)

To complete this correction, the following motion can be offered:

Motion to authorize the Township Superintendent to execute a Contribution Addendum to the MERS Defined Contribution program wherein the only change will be revising the employee contribution to be post-tax (versus pre-tax) with all other aspects of the program remaining the same.

If you have any questions or concerns, please contact either Cargo or Sandoval at your convenience.



Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by Grand Haven Township
Name of Participating Employer
for FT EEs & those working 80 hrs/mth of 110459
Employee Group Division Code

The Addendum modifies the MERS Defined Contribution Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Required **Employee Contribution** structure to DC (subject to Internal Revenue Code 415(c) limitations)

Select one:

Employees are required to contribute per payroll period:

Percentage 5 % **OR** flat dollar amount \$ _____

Employees are required to contribute within the following range for each payroll:

Percentage range from _____ % to _____ % **OR** dollar amount range \$ _____ to \$ _____

Direct Required Employee Contributions: Pre-tax After-tax

The Participating Employer will make matching contributions into the Defined Contribution Plan based on
(CHECK ALL THAT APPLY):

Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).

Each Employee's one-time election of required employee contributions for MERS Defined Contribution.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



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The Participating Employer elects to make contributions as follows (check and complete Matching, Non-Matching, or both as applicable):

Matching Contributions

The Employer elects the following matching contribution formula:

- Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute ____% of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____.

- Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed ____% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

Non-Matching Contributions

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- Annual:** A one-time annual contribution of \$_____ or ____% of compensation per participant.

- Pay Period:** \$ _____ or 10% of compensation per participant for each payroll period.

MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. **Employer Name** Grand Haven Township **Municipality #:** 7022

Division name FT EEs & those working 80/hrs/mth

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

Vesting credit from date of hire No vesting credit

This division is for new hires, rehires, and transfers of current Defined Benefit* division # _____ and/or current Hybrid division # _____

Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (defined benefit or hybrid) employees (select one of the following and see Plan Document, Section 64 for more information):

Will have a one-time opportunity to convert the value of their current defined benefit from the existing defined benefit or hybrid plan into the new Defined Contribution Plan as a lump sum, or continue accruing service in the Defined Benefit. (Complete *MERS Defined Contribution Conversion Addendum*.)

Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Defined Contribution plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for employees to make their election is: ___/___/___

Will be required to cease service accrual in Defined Benefit and will transfer to Defined Contribution for future service accrual.

**By completing the section above, the Employer acknowledges receiving Projection Study results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

B. If this is an **amendment** of an existing Adoption Agreement (existing division number 110459), the effective date shall be the first day of May, 2017.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Defined Contribution Plan Adoption Agreement

- C. If this is to **separate employees** from an existing Defined Contribution division (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- D. If this is to **merge division(s)** _____ into division(s) _____, the effective date shall be the first of _____, 20____.
- E. If this is an amendment to close Defined Benefit division(s) # _____ or Hybrid division(s) _____ with new hires, rehires, and transfers going into existing Defined Contribution division # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS reported to MERS and earn time toward vesting. Some excluded classifications require additional information below. Please describe the specific classifications that are eligible for MERS within this division:

Full-time employees and employees working more than 80 hours per month

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees**: Yes No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>5</u> months in total	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than <u>80 hrs</u> per <u>month</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Other 2: _____	<input type="checkbox"/>	<input type="checkbox"/>	

MERS Defined Contribution Plan Adoption Agreement

Probationary Periods (select one):

- Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be 6 month(s).

Comments:

Temporary employees in a position normally requiring less than a total of 12 whole months of work in the position may be excluded from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of the date of hire or execution of this Agreement. The temporary exclusion period will be 12 months.

- Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages and any associated contributions must be submitted to MERS.

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

2. Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

- Base Wages Box 1 Wages of W-2 Gross Wages
 Custom Definition

Click here to view details of Base, Box 1, and Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

MERS Defined Contribution Plan Adoption Agreement

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

4. Vesting

Vesting will be credited using (check one):

- Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Employees will be credited with one vesting year for each calendar year in which _____ hours are worked

Vesting schedule will be (check one):

- Immediate
- Cliff vesting (fully vested after a specified number of years, not to exceed 10 years) will be ___ years.
- Graded Vesting (the % of vesting acquired after employment for the designated number of years)
 - _____ % after 1 year of service
 - _____ % after 2 years of service
 - _____ % after 3 years of service (min 25%)
 - _____ % after 4 years of service (min 50%)
 - _____ % after 5 years of service (min 75%)
 - _____ % after 6 years of service (min 100%)

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

MERS Defined Contribution Plan Adoption Agreement

5. Contributions

a. **Contributions will be submitted** (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

- | | |
|--|--|
| <input type="checkbox"/> Weekly | <input type="checkbox"/> Semi-Monthly (twice each month) |
| <input checked="" type="checkbox"/> Bi-Weekly (every other week) | <input type="checkbox"/> Monthly |

b. **Employer Contributions**

Required Employee Contributions and Employer Contributions are outlined using associated *Contribution Addendum for MERS Defined Contribution (MD-073)*.

c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

6. **Loans:** shall be permitted shall not be permitted

If Loans are elected, please refer to the *Defined Contribution & 457 Loan Addendum*.

7. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

MERS Defined Contribution Plan Adoption Agreement

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Grand Haven Township on
the ____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

Attachment to MERS Defined Contribution Plan Adoption Agreement

Compensation

The following will be used as the definition of compensation for the MERS Defined Contribution Program (401(a)), subject to approval by the MERS Retirement Board.

The definition of compensation will be W-2 Compensation including any Section 125 or 457 deferrals not currently includible in gross income.

Compensation does not include overtime, bonuses, amounts earned prior to commencement of participation, commissions or sick pay.

Probation Period

Part Time Employees that are hired as Full-Time Employees will have a 3 month Probation Period.

SUPERINTENDENT'S MEMO

DATE: June 8, 2022
TO: Township Board
FROM: Cargo
SUBJECT: Phase I Environmental Site Assessment

The Board approved a purchase agreement for Parcel No. 70-07-10-100-038 (*i.e.*, 2.48 acres of vacant land adjacent to the Township property on Ferris Street) at the May 23rd Board meeting.

Typically, the Township would complete a Phase I Environmental Site Assessment (ESA); but, because this was neither discussed nor budgeted, staff want to receive Board authorization prior to moving forward. The cost of this service is **\$2,500**. (*See attached agreement from Prein & Newhof.*)

Staff request that the Board to discuss the necessity of an ESA for this land purchase and to provide direction.

Please contact Cargo if you have any questions or comments.

Sent via email: BCargo@ght.org

June 7, 2022

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

Re: Proposal for Phase 1 Environmental Site Assessment
Parcel No. 70-07-10-100-038, Ferris Street, Grand Haven Township, Ottawa County, MI

Dear Mr. Cargo:

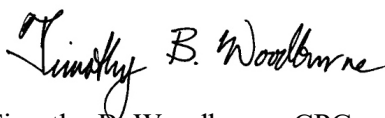
Prein&Newhof is pleased to present our Professional Services Agreement to conduct a Phase 1 Environmental Site Assessment (ESA) on the above referenced property for the benefit of Grand Haven Charter Township. We understand that the property contains approximately 2.48 acres of vacant land.

If the terms of our Professional Services Agreement are acceptable, please sign and return it to us so that we can start the Phase 1 ESA. Additionally, we will need the owner and user questionnaires completed and returned to us for use in the Phase 1 ESA.

If you have any questions, please call. Thank you for the opportunity to submit this proposal.

Sincerely,

Prein&Newhof



Timothy B. Woodburne, CPG



Christopher J. Cruickshank, P.E.

Enclosures:

Professional Services Agreement

This Professional Services Agreement is made this ____ day of June, 2022 (“Agreement”) by and between Prein&Newhof, Inc. (“P&N”), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and Grand Haven Charter Township (“Client”), 13300 168th Avenue, Grand Haven, MI 49417

WHEREAS Client intends to:

Obtain a Phase 1 Environmental Site Assessment on Parcel No. 70-07-10-100-038, Ferris Street, Grand Haven Township, Ottawa County, MI

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: Mr. Bill Cargo
Title: Superintendent/Manager
Phone Number: 616-842-5988
Facsimile Number: _____
Email BCargo@ght.org

For P&N:

Name: Tim Woodburne
Title: Project Manager
Phone Number: (616) 364-8491
Facsimile Number: (616) 364-6955
Email: twoodburne@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 Click here to enter text., 20Click here to enter text.
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

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

- P&N Scope of Services per Proposal dated Click here to enter text., 20Click here to enter text.
- Scope of Services defined as follows:

The currently proposed Phase 1 ESA will generally follow the guidelines established in the American Society for Testing and Materials Practice E 1527-05 and referencing ASTM E 1527-13, "Standard

Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process." The performance of a Phase 1 ESA satisfies the requirement that a prospective new owner has undertaken the appropriate inquiry, or "due diligence" measures required to qualify for the "innocent landowner" defense against liability from environmental contamination provided by Part 201 of Michigan NREPA 1994 Public Act 451, as amended.

If the Phase 1 ESA establishes that *recognized environmental conditions* are present at a site, a Phase II investigation would be required to determine if contaminant concentrations within the soil or groundwater exceed Part 201 Generic Residential Criteria. If the concentrations of contaminants are found to exceed these criteria, the property would be classified as a "facility" under Part 201, and we would recommend that a Baseline Environmental Assessment (BEA) be performed within 45 days after purchase, occupancy, or foreclosure (whichever is first) to provide the new owner protection against clean-up liability under Part 201. At that time, a Due Care Plan may also be required to prevent exacerbation of contaminants found at the site.

The Phase 1 ESA will include the following activities:

- **Historical Review:** A review of the site's historical uses will be made by interviewing the current owner or owner's representative knowledgeable about operations conducted historically at the site. As necessary, we will review standard historical sources such as City or township records, Sanborn maps, City Directories and aerial photographs.
- **Environmental Lien:** According to Section 6.2 of ASTM E 1527-05/13, it is up to the user, in this case the buyer, to conduct an environmental lien search or have a company conduct the lien search. If you can provide the results of the lien search to us, we will include it in our report. We can also have the environmental lien search performed if you desire, but the cost for this service would be considered extra \$150.00 per parcel.
- **Questionnaires:** Please have the "user" and "Owner" Information Request forms completed and returned to us. They will be included in the report. They are copied from the ASTM E 1527 standard. Please note that there are *two forms*, one to be completed by the *purchaser* and the other to be completed by the *current owner*.
- **Site Reconnaissance:** A visual inspection of the site will be made to examine the property for surface evidence of potential fill, dumping areas, stained soils, or activities that may be an environmental concern including the presence of underground storage tanks.
- **Review of State and Local Records:** A review of the database search of government lists concerning existing and potentially contaminated sites within the vicinity of the property will be made within the ASTM search radii around the Property. Where necessary to determine potential impacts, a more extensive review of State files might be needed.

Report and Schedule: One report will be prepared to document each element of the Phase 1 ESA. One paper copy and one electronic copy of the report will be delivered. We plan to provide the report to you within approximately four weeks from approval of this agreement. The report will be prepared for the benefit of "Grand Haven Charter Township" or to an entity provided to Prein&Newhof.

ARTICLE 4 – COMPENSATION:

- Lump Sum for Services Described in Article 3 above - \$2,500.00.
Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional services are performed.
- Hourly Billing Rates Plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed.
- Other: [Click here to enter text.](#)

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:

Accepted for:

Prein&Newhof, Inc.

Grand Haven Charter Township

By: _____

By: _____

Printed Name: Christopher J. Cruickshank, P.E.

Printed Name: _____

Title: Corporate Secretary

Title: _____

Date: _____

Date: _____

OWNER (Seller) -- PLEASE COMPLETE AND RETURN TO PREIN&NEWHOF

Regarding: Parcel No. 70-07-10-100-038, Ferris Street, Grand Haven Township, Ottawa County, MI

Request for information from owner of Property

Please indicate which documents exist by indicating “yes” or “No”.

If Yes, will it be made available to Prein&Newhof for the Phase 1 ESA?

Documents Listed from Section 10.8.1 of ASTM E 1527-05/13	Yes	No	To Be Made Available	
1. Environmental Site Assessment Reports				
2. Environmental Compliance Audit Reports				
3. Environmental permits (for example, solid waste or hazardous waste disposal permits, underground injection permits, NPDES permits)				
4. Registrations for underground and above ground storage tanks				
5. Registration for underground injection systems				
6. Material Safety Data Sheets				
7. Community right-to-know plan				
8. Safety plans, preparedness and prevention plans; spill plans, etc.				
9. Reports regarding hydrogeologic conditions on the property or surrounding area,				
10. Notices or other correspondences from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property				
11. Hazardous waste generator notices or reports				
12. Geotechnical studies				
13. Risk Assessments				
14. Recorded AULs (Activity and Use Limitations) as a result of environmental contamination, such as land use restrictions, engineering controls, or restrictive covenants				
Proceedings Involving the Property (ASTM E 1527-05/13 Section 10.9) Are you aware of the following?			Yes	No
1. Pending/threatened/past litigation relevant to hazardous substances or petroleum products in, on, or from the Property				
2. Pending/threatened/past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the Property				
3. Any notices from any government entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products.				

Form Completed by: _____

Relationship to the property: _____

(e.g., owner or owner's representative, site manager, etc.)

Signature: _____ Date: _____

Records should be available during the site reconnaissance or delivered to:

Prein&Newhof Attn: Timothy B. Woodburne, CPG Email: twoodburne@preinnewhof.com

3355 Evergreen Drive NE, Grand Rapids, MI 49525. Ph: (616) 364-8491 Fax: (616) 364-6955

User (Buyer) Questionnaire

p. 1 of 1

Regarding: Parcel No. 70-07-10-100-038, Ferris Street, Grand Haven Township, Ottawa County, MI
 According to ASTM E 1527-05/13 the user is defined as “the party seeking to use Practice E 1527 to complete an environmental site assessment of the property. A user may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager”. As necessary please attach supporting documents.

Questionnaire adopted from (ASTM E 1527-05/13 Appendix X3)	Yes	No
1. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state, or local law?		
2. Are you aware of any AULs (activity and use limitations), such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state, or local law?		
3. As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?		
4. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?		
5. Request for commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases: For example, as user,		
5.1 Do you know the past uses of the property?		
5.2 Do you know of specific chemicals that are present or once were present at the property?		
5.3 Do you know of spills or other chemical releases that have taken place at the property?		
5.4 Do you know of any environmental cleanups that have taken place at the property?		
6. As the user of this ESA, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?		

Form Completed by: _____

Relationship to the property: _____
 (e.g, purchaser, operator, lender, etc.)

Signature: _____ Date: _____

Please return to:
Prein&Newhof, Attn: Timothy B. Woodburne, CPG Email: twoodburne@preinnewhof.com
 3355 Evergreen Drive NE, Grand Rapids, MI 49525. Ph: (616) 364-8491 Fax: (616) 364-6955

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. Indemnification – Client shall indemnify Engineer from and against any and all claims, liabilities, losses, and damages, arising from bodily injury or death of any person and/or damage or loss of any property, but only to the extent they result or arise out of the willful or negligent acts, omissions, or errors of Client or its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. Nothing in this Agreement shall require Client to defend Engineer from claims, or to indemnify Engineer for any amount greater than the degree of fault of Client, its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. This indemnity shall survive the expiration and termination of the Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitations.

M. 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.

N. 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. .

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

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

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

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

W. 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.

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
ACCESSORY BUILDING				
P22BU0180	PRINCE STEVEN M-ANNA L	17004 BUCHANAN ST	\$114,960	\$871.94
P22BU0218	VERNON BRETT N-KENDRA E	10248 SHANNONS WY	\$35,931	\$354.53
P22BU0248	RODRIGUEZ IDA C TRUST	15233 WINANS ST	\$34,000	\$341.30
			\$184,891	\$1,567.77
			<i>Total Permits For Type:</i>	3
ADDRESS				
P22AD0005	AMERICAN DUNES LLC	17000 LINCOLN ST	\$0	\$14.00
P22AD0006	AMERICAN DUNES LLC	17000 LINCOLN ST	\$0	\$14.00
P22AD0007	AMERICAN DUNES LLC	17000 LINCOLN ST	\$0	\$14.00
P22AD0008	ROEHM ANNE L	14968 PINE RIDGE RD	\$0	\$14.00
P22AD0009	JELTEMA KYLE-AMY	PINE RIDGE RD	\$0	\$14.00
			\$0	\$70.00
			<i>Total Permits For Type:</i>	5
AG EXEMPT				
P22AG0001	BOSCH JOE A-KARLA-BOSCH JORDAN H	11790 152ND AVE	\$0	\$50.00
			\$0	\$50.00
			<i>Total Permits For Type:</i>	1
ALTERATIONS				
P22BU0238	VARGAS KARA	15010 WESTRAY ST	\$50,000	\$450.90
P22BU0255	KOSSUTH KURT W-ALISON K	14959 MERCURY DR	\$10,000	\$168.00
P22BU0256	VERSTRAETE MARK A-LISA M TRUST	15646 164TH AVE	\$35,000	\$348.15
			\$95,000	\$967.05
			<i>Total Permits For Type:</i>	3
BASEMENT FINISH				
P22BU0206	FORREST MICHAEL	12761 152ND AVE	\$46,790	\$428.91
P22BU0214	KENDALL CRAIG-AMY	12485 JANSMA DR	\$1,500	\$75.00
P22BU0216	INMAN CHAD M-LAURA A	13139 SIKKEMA DR	\$16,208	\$269.42
			\$64,498	\$773.33
			<i>Total Permits For Type:</i>	3
COMMERCIAL REMODEL				
P22BU0233	NEW PAR DBA VERIZON WIRELESS	17201 PIERCE ST	\$15,000	\$211.15
			\$15,000	\$211.15
			<i>Total Permits For Type:</i>	1
DECK				
P21BU0331	GOLDBERG JOHN JR-PATSY	15280 ROBBINS RD	\$3,629	\$125.00
P22BU0190	RYCENGA LEE	16368 LAKE MICHIGAN DR	\$14,950	\$210.81
P22BU0203	ABRAHAM KEITH-NICHOLE	15298 NICKOLAS DR	\$43,000	\$402.95
P22BU0211	FLEMING CALEB	14876 RIVERSIDE TR	\$12,000	\$190.60

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
			\$73,579	\$929.36
			<i>Total Permits For Type:</i>	4
DEMOLITION				
P22DE0002	RIVER HAVEN OPERATING COMPANY LLC	14526 MERCURY DR	\$1	\$50.00
			\$1	\$50.00
			<i>Total Permits For Type:</i>	1
DIMENSIONAL VARIANCE				
P22ZBA0001	WESTRA GREGORY	17318 TIMBER DUNE DR	\$0	\$550.00
			\$0	\$550.00
			<i>Total Permits For Type:</i>	1
ELECTRICAL				
P22EL0136	HYDE-KINERK HOLLIE E	13531 WINDCREST LN	\$0	\$120.00
P22EL0137	POEL PHILIP	11237 OAK GROVE RD	\$0	\$120.00
P22EL0138	ELLINGBOE THOMAS C-CHRISTINE L	11803 168TH AVE	\$0	\$130.00
P22EL0139	KRAKER ALAN P TRUST	10251 LAKESHORE DR	\$0	\$120.00
P22EL0140	RIVER HAVEN OPERATING COMPANY LLC	14412 TRILLIUM CIRCLE	\$0	\$60.00
P22EL0141	FORREST MICHAEL	12761 152ND AVE	\$0	\$122.00
P22EL0142	MENDHAM MARY ANN-PIASECKI ATLANTA	1119 155TH AVE	\$0	\$59.00
P22EL0143	HEISE GLENN-JULIE	14991 177TH AVE	\$0	\$60.00
P22EL0144	ANYS DAVID M-ANN	15141 LAKE AVE	\$0	\$82.00
P22EL0145	DUNE TOP LLC	15070 STICKNEY RIDGE	\$0	\$110.00
P22EL0146	BOWLING KEVIN J	15396 GRAND OAK RD	\$0	\$110.00
P22EL0147	SKINNER JEFFERY T-LINDA M	15332 CANARY DR	\$0	\$111.00
P22EL0148	DUNN GABRIEL-ALI	14481 WILDLIFE WAY	\$0	\$112.00
P22EL0149	14016 172ND AVENUE LLC	14016 172ND AVE	\$0	\$100.00
P22EL0150	DIEKEVERS BERNIE F	15705 COMSTOCK ST 15707	\$0	\$64.00
P22EL0151	DIEKEVERS BERNIE F	15705 COMSTOCK ST 15707	\$0	\$64.00
P22EL0152	TEUNIS RACHEL ELIZABETH	16735 RICH ST	\$0	\$56.00
P22EL0153	HORODYSKI STEVEN-ANN	15503 PINE ST	\$0	\$106.00
P22EL0154	DUNE TOP LLC	15070 STICKNEY RIDGE	\$0	\$176.00
P22EL0155	RIVER HAVEN OPERATING COMPANY LLC	13605 CLEARWATER LANE	\$0	\$56.00
P22EL0156	NEW PAR DBA VERIZON WIRELESS	17201 PIERCE ST	\$0	\$64.00
P22EL0157	INTERRA HOMES LLC	12644 MANCHESTER DR	\$0	\$264.00
P22EL0158	COUTRE STEVEN A-RITA B	15133 STEVES DR	\$0	\$100.00
P22EL0159	JTB HOMES, LLC	12512 MANCHESTER DR	\$0	\$264.00
P22EL0160	JTB HOMES LLC	12557 MANCHESTER DR	\$0	\$270.00
P22EL0161	INTERRA HOMES LLC	12798 MANCHESTER DR	\$0	\$270.00
P22EL0162	INTERRA HOMES, LLC	12732 MANCHESTER DR	\$0	\$264.00
P22EL0163	KURBURSKI TRUST	13816 COTTAGE DR	\$0	\$50.00

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P22EL0165	NOONEY ANDREW-DEWITT ROBYN	15254 NICKOLAS DR	\$0	\$110.00
P22EL0166	LIGHT CORP INC	14800 172ND AVE	\$0	\$100.00
P22EL0167	RIVER HAVEN OPERATING COMPANY LLC	13492 PINWOOD DR	\$0	\$55.00
P22EL0168	VANDERVEEN TRUST	16083 ROBBINS RD	\$0	\$55.00
P22EL0169	JACOBSON NELSON C-LANA	13467 WINDCREST LN	\$0	\$399.00
P22EL0171	KENDALL CRAIG-AMY	12485 JANSMA DR	\$0	\$106.00
P22EL0172	SWIFTNEY JEREMY J-MELANIE W	17035 TIMBER DUNE DR	\$0	\$59.00
P22EL0175	KUJAWSKI GARY A	13295 HIDDEN CREEK DR	\$0	\$116.00
P22EL0176	HOEKEMA DAVID-SUSAN TRUST	10187 LAKESHORE DR	\$0	\$116.00
P22EL0177	GRAND HAVEN CHARTER TOWNSHIP	15582 FERRIS ST	\$0	\$95.00
P22EL0178	RUST DALE L-MARY JO	18165 SHORE ACRES RD	\$0	\$116.00

\$0 **\$4,811.00**
Total Permits For Type: **39**

FENCE

P22ZL0051	COLEMAN LORRI L	15188 LAKESHORE DR	\$0	\$40.00
P22ZL0053	FORSLIN JOHN D-ABIGAIL	13443 RAVINE VIEW DR	\$0	\$40.00
P22ZL0054	KOSTERS RANDALL L-LEROY	15170 DEREMO AVE	\$1,861	\$40.00
P22ZL0055	SINDER ERIC TRUST	14410 BRIGHAM DR	\$6,000	\$40.00
P22ZL0056	AMBROSE BARBARA	15314 LOST CHANNEL TR	\$1,600	\$40.00
P22ZL0057	LOWE JENNIFER	15324 MERCURY DR	\$5,200	\$40.00
P22ZL0058	TOMLINSON RICHARD-KNAPP SHARON	14975 SANDSTONE PL	\$0	\$40.00
P22ZL0064	JACOBS JEREMIAH	15345 KEVIN ST	\$750	\$40.00
P22ZL0065	MAPLES DANIEL-DESIREE	15394 164TH AVE	\$0	\$40.00

\$15,411 **\$360.00**
Total Permits For Type: **9**

FOUNDATION ONLY

P22BU0220	DUNE TOP LLC	15070 STICKNEY RIDGE	\$24,000	\$272.80
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\$24,000 **\$272.80**
Total Permits For Type: **1**

MANUFACTURED HOME SET-UP

P22BU0245	RIVER HAVEN OPERATING COMPANY LLC	13496 PINWOOD DR	\$0	\$300.00
P22BU0246	RIVER HAVEN OPERATING COMPANY LLC	14508 WINTERGREEN DR	\$0	\$300.00
P22BU0247	RIVER HAVEN OPERATING COMPANY LLC	13284 WINDING CREEK DR	\$0	\$300.00

\$0 **\$900.00**
Total Permits For Type: **3**

MECHANICAL

P22ME0157	COUTRE STEVEN A-RITA B	15133 STEVES DR	\$0	\$55.00
P22ME0158	STIEG FAITH	15281 160TH AVE	\$0	\$80.00
P22ME0159	FORREST MICHAEL	12761 152ND AVE	\$0	\$80.00

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P22ME0160	DIETZ MICHAEL-JENNELLE	14638 WINDWAY DRIVE	\$0	\$135.00
P22ME0161	SIGNATURE LAND DEVELOPMENT CO	14449 WINDWAY DRIVE	\$0	\$230.00
P22ME0162	RIVER HAVEN OPERATING COMPANY LLC	14412 TRILLIUM CIRCLE	\$0	\$115.00
P22ME0163	BLAIS THOMAS M	15440 FERRIS ST	\$0	\$80.00
P22ME0164	INMAN CHAD M-LAURA A	13139 SIKKEMA DR	\$0	\$75.00
P22ME0165	TREAT JOSHUA D-TRISHA B	15584 SWEETBRIAR DR	\$0	\$55.00
P22ME0166	RIVER HAVEN OPERATING COMPANY LLC	14478 MAGNOLIA DR	\$0	\$80.00
P22ME0167	SCHELLE CINDY KAY	16258 COMSTOCK ST	\$0	\$100.00
P22ME0168	REISNER DEAN F-EMILY M	16555 PIERCE ST	\$0	\$60.00
P22ME0169	SIGNATURE LAND DEVELOPMENT CO	14449 WINDWAY DRIVE	\$0	\$135.00
P22ME0170	SIGNATURE LAND DEVELOPMENT CO	12940 PINE GLEN DR	\$0	\$135.00
P22ME0171	VANDERVEEN TRUST	16083 ROBBINS RD	\$0	\$80.00
P22ME0172	DAHLMAN SARAH E	15613 GROESBECK ST	\$0	\$80.00
P22ME0173	REENDERS & BAKER LLC	13528 168TH AVE	\$0	\$60.00
P22ME0174	RIVER HAVEN OPERATING COMPANY LLC	13511 WINDING CREEK DR	\$0	\$125.00
P22ME0175	POTTER MARGARET TRUST	13537 LAKESHORE DR	\$0	\$75.00
P22ME0176	SIGNATURE LAND DEVELOPMENT CO	14462 WINDWAY DRIVE	\$0	\$230.00
P22ME0177	SIGNATURE LAND DEVELOPMENT CO	14711 PINE DEW DRIVE	\$0	\$225.00
P22ME0178	DURKEE HAROLD	13376 152ND AVE	\$0	\$115.00
P22ME0179	WILKINSON MATHEW G-GOODMAN AMY S	16058 GARY AVE	\$0	\$80.00
P22ME0180	DIETZ MICHAEL-JENNELLE	14638 WINDWAY DRIVE	\$0	\$230.00
P22ME0181	KUJAWSKI GARY A	13295 HIDDEN CREEK DR	\$0	\$85.00
P22ME0182	MCNERGNEY ROBERT-WINIFRED-MARTA	15234 MILLHOUSE CT 15236	\$0	\$80.00
P22ME0183	INTERRA HOMES, LLC	12732 MANCHESTER DR	\$0	\$230.00
P22ME0184	KOEPPE CURTIS E-JANNAH	14817 152ND AVE	\$0	\$125.00
P22ME0185	JTB HOMES LLC	12557 MANCHESTER DR	\$0	\$135.00
P22ME0186	GURUNG BHARAT S-BUDATHOKI LEELA M	15622 RONNY RD	\$0	\$115.00
P22ME0187	RIVER HAVEN OPERATING COMPANY LLC	13330 WINDING CREEK DR	\$0	\$80.00
P22ME0188	SRUTWA YVONNE B TRUST	17448 MOUNTAIN PLAT DR	\$0	\$80.00
P22ME0189	ANDERSON RICHARD L	14425 ANGELUS CIR	\$0	\$120.00
P22ME0190	CAMP MELVIN H-SHARON E	15619 ROBBINS RD	\$0	\$80.00
P22ME0192	RIVER HAVEN OPERATING COMPANY LLC	14509 TRILLIUM CIRCLE	\$0	\$110.00
P22ME0193	JTB HOMES, LLC	12512 MANCHESTER DR	\$0	\$235.00
P22ME0194	INTERRA HOMES LLC	12644 MANCHESTER DR	\$0	\$235.00
P22ME0195	JTB HOMES LLC	12557 MANCHESTER DR	\$0	\$235.00
P22ME0196	RIVER HAVEN OPERATING COMPANY LLC	13492 PINWOOD DR	\$0	\$80.00
P22ME0197	BEAVER MICHAEL L-SUSAN L	15095 ROBINWOOD CT	\$0	\$80.00
P22ME0198	POEL RACHEL	15089 178TH AVE	\$0	\$80.00
P22ME0199	MENDHAM MARY ANN-PIASECKI ATLANTA	14119 155TH AVE	\$0	\$80.00

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
P22ME0200	DURAK GARY M	13536 HIDDEN CREEK CT	\$0	\$80.00
P22ME0201	PHILLIPS JASON A-TAGGART CHRISTY	11864 CHICKORY DR	\$0	\$80.00
P22ME0202	PIERCE WILLIAM N III-AMANDA J	13400 REDBIRD LN	\$0	\$110.00
P22ME0203	ORLOP JANICE K TRUST	16680 PINE DUNES CT	\$0	\$110.00
P22ME0204	ROHRBOUGH ERIC B	13885 BITTERSWEET DR	\$0	\$80.00
P22ME0205	LAMBERT TRUST	13027 ACACIA DR	\$0	\$110.00
P22ME0206	VILLWOCK SARAH M	16230 ROBBINS RD	\$0	\$110.00
P22ME0207	MALMSTEN RICK	15680 LAKE MICHIGAN DR	\$0	\$110.00
P22ME0208	GALBRAITH RYAN T-JESSICA L	14626 PEPPERRIDGE AVE	\$0	\$110.00
P22ME0209	VANDERHOFF BRIDGETT	11303 LAKESHORE DR	\$0	\$110.00
P22ME0211	VANDERBROEK STEPHEN-SHARON	15438 LINCOLN ST	\$0	\$110.00
P22ME0212	VANDER HEIDE CHERISE D TRUST	11363 LAKESHORE DR	\$0	\$110.00
P22ME0213	LAKESHORE BAPTIST CHURCH	17306 CHURCH HILL ST	\$0	\$110.00
P22ME0214	WILSON DANIEL R-MICHELLE	14439 MERCURY DR	\$0	\$105.00

\$0	\$6,425.00
<i>Total Permits For Type:</i>	56

PLUMBING

P22PL0026	MITCHELL RYAN J-AMANDA L	17271 BUCHANAN ST	\$0	\$115.00
P22PL0072	FORREST MICHAEL	12761 152ND AVE	\$0	\$120.00
P22PL0073	MCGRAW KATHLEEN ANN TRUST	15321 LAKE AVE	\$0	\$188.00
P22PL0074	SKINNER JEFFERY T-LINDA M	15332 CANARY DR	\$0	\$115.00
P22PL0075	HILL ZACHARY A-DANIELLA L	15725 RONNY RD	\$0	\$115.00
P22PL0076	TOTH CHRISTOPHER H-LYNN M	13355 FOREST PARK DR	\$0	\$115.00
P22PL0077	SIGNATURE LAND DEVELOPMENT CO	14711 PINE DEW DRIVE	\$0	\$229.00
P22PL0078	SIGNATURE LAND DEVELOPMENT CO	14713 PINE DEW DRIVE	\$0	\$229.00
P22PL0079	SIGNATURE LAND DEVELOPMENT CO	12965 PINE GLEN DRIVE	\$0	\$229.00
P22PL0080	WITTLIEFF TRACY-BRENT	14497 WINDWAY DRIVE	\$0	\$229.00
P22PL0081	VRABLIC MICHAEL J-DIANE E	14612 PEPPERRIDGE AVE	\$0	\$242.00
P22PL0082	SIGNATURE LAND DEVELOPMENT CO	14704 PINE DEW DRIVE	\$0	\$229.00
P22PL0083	SIGNATURE LAND DEVELOPMENT CO	14562 WINDWAY DRIVE	\$0	\$229.00
P22PL0084	SIGNATURE LAND DEVELOPMENT CO	14706 PINE DEW DRIVE	\$0	\$229.00
P22PL0085	BUILD TRUST CONSTRUCTION SERVICES	16065 GARY AVE	\$0	\$149.00
P22PL0086	HOOFMAN GARRETT-JUSTINE E	14591 WINDWAY DRIVE	\$0	\$229.00
P22PL0087	CHANDLER COREY C -KAYLIN M	12502 BOULDER LN	\$0	\$273.00
P22PL0088	DIETZ MICHAEL-JENNELLE	14638 WINDWAY DRIVE	\$0	\$229.00
P22PL0089	BUTCH TRUST	13935 GREAT OAK AVE	\$0	\$110.00
P22PL0090	KENDALL CRAIG-AMY	12485 JANSMA DR	\$0	\$160.00

\$0	\$3,763.00
<i>Total Permits For Type:</i>	20

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
POOL/SPA/HOT TUB				
P20BU0539	STEPANEK JOSEPH A-BRANDY	14811 WOODSIDE TR	\$5,000	\$139.25
P21BU0077	HODGE BOBBY-AMBER	12888 SIKKEMA DR	\$9,500	\$168.00
P22BU0205	TEUNIS RACHEL ELIZABETH	16735 RICH ST	\$1,000	\$75.00
P22BU0219	OPIELA MARK	13801 LAKE SEDGE DR	\$50,500	\$454.33
P22BU0221	DUNN GABRIEL-ALI	14481 WILDLIFE WAY	\$53,000	\$471.45
P22BU0234	KOATS DEBRA L	15280 CHERRY ST	\$11,000	\$183.75

\$130,000 **\$1,491.78**
Total Permits For Type: **6**

REPLACEMENT WINDOWS/DOORS				
P22BU0202	SCHUTZ CHRISTINE A	15027 152ND AVE	\$9,108	\$168.00
P22BU0204	RAAB HEATHER N	15141 DEREMO AVE	\$3,480	\$75.00
P22BU0213	GIOIA CAMERON-STEPHANIE	15821 BRUCKER ST	\$10,600	\$183.75
P22BU0243	BARTON DENISE	18056 SUNSET DR	\$3,114	\$75.00
P22BU0244	BARTON DENISE	18056 SUNSET DR	\$11,502	\$187.19

\$37,804 **\$688.94**
Total Permits For Type: **5**

RE-ROOFING				
P22BU0197	LEFURGE ANDREW-STACI FAMILY TRUST	13561 REDBIRD LN	\$25,900	\$100.00
P22BU0201	RIVER HAVEN OPERATING COMPANY LLC	13625 PEBBLEBROOK DR	\$7,200	\$100.00
P22BU0207	FRIGGENS CHRISTOPHER P-DEBRA L	13387 REDBIRD LN	\$16,519	\$100.00
P22BU0208	GREENE WILLIM J-EMILY J	13407 REDBIRD LN	\$13,949	\$100.00
P22BU0209	CLARK THOMAS M-KARA	13568 REDBIRD LN	\$13,403	\$100.00
P22BU0210	STERNBERG LEE M-KAREN J	17551 BEECH HILL DR	\$12,714	\$100.00
P22BU0212	MOSS DONALD	9782 LAKESHORE DR	\$21,655	\$150.00
P22BU0217	BUILD TRUST CONSTRUCTION SERVICES	16065 GARY AVE	\$4,200	\$100.00
P22BU0222	LAIRD KATHY	15137 154TH AVE	\$10,150	\$100.00
P22BU0223	CERRO ALTO HOLDINGS LLC	16915 TIMBER DUNE DR	\$12,303	\$100.00
P22BU0225	LACLAIR DANIEL-PAUL-DARWIN ANNA	15521 HARRY ST	\$13,860	\$100.00
P22BU0226	LOMNARDO MICHAEL P-LESLIE L	15356 MEADOWWOOD DR	\$15,369	\$100.00
P22BU0228	BARIBEAU SHERRY	14945 SHARON AVE	\$2,999	\$100.00
P22BU0229	SMITH MICHAEL A-BRENDA K	13359 FOX RIDGE CT	\$17,000	\$100.00
P22BU0230	MCKENZIE BENJAMIN D-SARAH L	16975 LINCOLN ST	\$27,470	\$100.00
P22BU0231	REGIS ROBERT J	16735 PIERCE ST	\$10,919	\$100.00
P22BU0235	RASCHKE CHARLES A-REBECCA R	11387 OAK GROVE RD	\$12,995	\$100.00
P22BU0237	WITHEY SHAYNE	15459 PINE ST	\$7,120	\$100.00
P22BU0240	DOWNEY DANIEL J-SUSAN L	12037 SANDY WOODS DR	\$8,850	\$100.00
P22BU0241	FORD JOHN-DARLENE	17485 REENDERS CT	\$14,924	\$100.00
P22BU0242	MASON DUSTIN D	14912 160TH AVE	\$8,879	\$100.00

Building Permit Report - Monthly

			Estimated Cost	Permit Fee
			\$278,378	\$2,150.00
			<i>Total Permits For Type:</i>	<i>21</i>
RE-SIDING				
P22BU0232	BENNINK TRAVIS-BRENTON	13831 168TH AVE	\$10,200	\$100.00
			\$10,200	\$100.00
			<i>Total Permits For Type:</i>	<i>1</i>
SHED (<200 SQFT)				
P22ZL0008	CLARE LAURENCE-KRISTEN	14763 INDIAN TRAILS DR	\$0	\$40.00
P22ZL0049	ROGERS JASON A-JASMINE D	12120 LAKESHORE DR	\$6,000	\$40.00
P22ZL0060	CARON JEREMY	16305 PIERCE ST	\$0	\$40.00
P22ZL0061	SAPAK BEN E	15291 LINCOLN ST	\$2,500	\$40.00
P22ZL0062	SMITH GREG	10376 MORNINGDEW CT	\$0	\$40.00
			\$8,500	\$200.00
			<i>Total Permits For Type:</i>	<i>5</i>
SINGLE FAMILY DWELLING				
P22BU0224	POLZIN TRUST	16771 WARNER ST	\$602,156	\$3,347.99
P22BU0236	CHANDLER COREY C -KAYLIN M	12502 BOULDER LN	\$558,972	\$3,155.83
			\$1,161,128	\$6,503.82
			<i>Total Permits For Type:</i>	<i>2</i>
TEMPORARY LAND USE				
P22ZL0059	GRAND HAVEN CHARTER TWP	15600 COMSTOCK ST	\$0	\$0.00
			\$0	\$0.00
			<i>Total Permits For Type:</i>	<i>1</i>
VEHICLE SALES				
P22VS0010	BAYKOWSKI TREVOR	15409 MERCURY DR	\$0	\$0.00
P22VS0011	BROWN WILLIAM J-LINDA S	16310 MERCURY DR	\$0	\$0.00
P22VS0012	GALLUP JAMES B TRUST	12455 JANSMA DR	\$0	\$0.00
P22VS0013	EPPLETT RODNEY-BRENDA	12653 144TH AVE	\$0	\$0.00
			\$0	\$0.00
			<i>Total Permits For Type:</i>	<i>4</i>
Totals			\$2,098,390	\$32,835.00
			<i>Total Permits In Month:</i>	<i>195</i>

May Enforcement Letters By Category

All enforcement letters sent the previous month

Type of Enforcement Letter	Number Mailed
DECK WITHOUT PERMIT	2
FENCE - 1ST NOTICE	6
LITTER - 1ST NOTICE	3
LITTER - 2ND NOTICE	1
PARKED ON GRASS - 1ST NOTICE	4
POOL & HOT TUB - 1ST NOTICE	1
SHED - 1ST NOTICE	2
SHED - 2ND NOTICE	2
TRASH CAN - 2ND NOTICE	1
VEHICLE IN ROW - 1ST NOTICE	2
WORK WITHOUT PERMITS - 1ST NOTICE	3
WORK WITHOUT PERMITS - 2ND NOTICE	1

Total Letters Sent: 28

Letter.DateTimeCreated Between 05/01/2022 AND 0
Letter.LinkFromType = Enforcement

15 RIGHT-OF-WAY
WINDOW NOTICES

May Open Enforcements By Category Monthly Report

ACCESSORY BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0179	11271 OAK GROVE RD	1ST NOTICE OF VIOLATION LETTER	05/04/22		
E22CE0195	15434 LINCOLN ST	INVESTIGATION ONLY	05/26/22		

Total Entries: 2

BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0175	15563 BAYBERRY LN	2ND NOTICE OF VIOLATION LETTER	05/04/22		
E22CE0177	15646 LAKE AVE	CLOSED	05/04/22	05/24/22	
E22CE0185	14618 INDIAN TRAILS DR	CLOSED	05/11/22	05/24/22	
E22CE0188	13935 GREAT OAK AVE	1ST NOTICE OF VIOLATION LETTER	05/18/22		
E22CE0190	17259 BUCHANAN ST	1ST NOTICE OF VIOLATION LETTER	05/25/22		
E22CE0196	16096 ROBBINS RD	COMPLAINT LOGGED	05/31/22		

Total Entries: 6

FENCE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0174	13234 WILLOWVALE DR	CLOSED	05/04/22	05/31/22	
E22CE0178	15345 KEVIN ST	CLOSED	05/04/22	05/31/22	
E22CE0187	15399 HOFMA DR	1ST NOTICE OF VIOLATION LETTER	05/17/22		
E22CE0194	15998 LAKE AVE	1ST NOTICE OF VIOLATION LETTER	05/26/22		
E22CE0197	15618 LAKE AVE	1ST NOTICE OF VIOLATION LETTER	05/31/22		
E22CE0199	15237 GRAND OAK RD	1ST NOTICE OF VIOLATION LETTER	05/31/22		

Total Entries: 6

JUNK & RUBBISH

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0180	15622 RONNY RD	CLOSED	05/05/22	05/18/22	
E22CE0181	16113 MERCURY DR	2ND NOTICE OF VIOLATION LETTER	05/05/22		
E22CE0193	15300 COLEMAN AVE	1ST NOTICE OF VIOLATION LETTER	05/25/22		

Total Entries: 3

May Open Enforcements By Category Monthly Report

PARKING ON THE GRASS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0186	14775 INDIAN TRAILS DR	CLOSED	05/12/22	05/19/22	
E22CE0189	16202 VANDEN BERG DR	1ST NOTICE OF VIOLATION LETTER	05/25/22		
E22CE0191	16330 MERCURY DR	1ST NOTICE OF VIOLATION LETTER	05/25/22		
E22CE0192	16560 BEECHNUT CT	1ST NOTICE OF VIOLATION LETTER	05/25/22		

Total Entries: 4

POOL & HOT TUB/SPA

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0182	12888 SIKKEMA DR	CLOSED	05/05/22	05/17/22	

Total Entries: 1

VEHICLE IN ROW

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0176	15045 COPPER PL	CLOSED	05/04/22	05/04/22	
E22CE0184	13639 FOREST PARK DR	CLOSED	05/10/22	05/19/22	
E22CE0198	15417 CANARY DR	1ST NOTICE OF VIOLATION LETTER	05/31/22		

Total Entries: 3

ZONING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0142	15971 LAKE MICHIGAN DR	1ST NOTICE OF VIOLATION LETTER	05/09/22		
E22CE0183	15070 BIGNELL DR 15072	CLOSED	05/10/22	05/26/22	

Total Entries: 2

Enforcement.DateFiled Between 5/1/2022 12:00:00 AM
AND 5/31/2022 11:59:59 PM

Total Records: 27

May Closed Enforcements By Category

Monthly Report

ACCESSORY BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E21CE0323	15141 FERRIS ST	CLOSED	12/29/21	05/24/22	
E22CE0137	14921 BIGNELL DR	CLOSED	03/30/22	05/24/22	
E22CE0156	14464 ANGELUS CIR	CLOSED	04/21/22	05/25/22	
E22CE0159	10376 MORNINGDEW CT	CLOSED	04/21/22	05/18/22	

Total Entries: 4

BUILDING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E11CE0169	15563 BAYBERRY LN	EXPIRED - CLOSED BY STAFF	05/17/11	05/04/22	
E20CE0198	15368 MEADOWLARK DR	CLOSED	10/08/20	05/19/22	
E21CE0059	15280 ROBBINS RD	CLOSED	03/30/21	05/17/22	
E22CE0018	16305 PIERCE ST	CLOSED	01/19/22	05/17/22	
E22CE0154	14665 160TH AVE	1ST NOTICE OF VIOLATION LETTER	04/21/22	05/04/22	
E22CE0158	13528 168TH AVE	CLOSED	04/21/22	05/19/22	
E22CE0177	15646 LAKE AVE	CLOSED	05/04/22	05/24/22	
E22CE0185	14618 INDIAN TRAILS DR	CLOSED	05/11/22	05/24/22	

Total Entries: 8

CHICKENS & OTHER ANIMALS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0129	12221 168TH AVE	CLOSED	03/29/22	05/04/22	

Total Entries: 1

FENCE

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0145	15291 LINCOLN ST	CLOSED	04/13/22	05/10/22	
E22CE0174	13234 WILLOWVALE DR	CLOSED	05/04/22	05/31/22	
E22CE0178	15345 KEVIN ST	CLOSED	05/04/22	05/31/22	

Total Entries: 3

JUNK & RUBBISH

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action

May Closed Enforcements By Category Monthly Report

E22CE0146	13124 SIKKEMA DR	CLOSED	04/13/22	05/04/22	
E22CE0180	15622 RONNY RD	CLOSED	05/05/22	05/18/22	
Total Entries:					2

LITTER

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E19CE0193	13658 LAKESHORE DR	CLOSED	06/26/19	05/04/22	

Total Entries: 1

PARKING ON THE GRASS

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E21CE0153	15350 CHANNEL RD	CLOSED	07/27/21	05/11/22	
E22CE0111	13555 RAVINE VIEW DR	CLOSED	03/10/22	05/31/22	
E22CE0160	14475 ANGELUS CIR	CLOSED	04/21/22	05/31/22	
E22CE0186	14775 INDIAN TRAILS DR	CLOSED	05/12/22	05/19/22	

Total Entries: 4

POOL & HOT TUB/SPA

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E20CE0196	14811 WOODSIDE TR	CLOSED	10/07/20	05/17/22	
E22CE0030	17145 BUCHANAN ST	CLOSED	01/26/22	05/31/22	
E22CE0060	16735 RICH ST	CLOSED	02/23/22	05/04/22	
E22CE0062	14938 SANDSTONE RD	1ST NOTICE OF VIOLATION LETTER	03/01/22	05/04/22	
E22CE0182	12888 SIKKEMA DR	CLOSED	05/05/22	05/17/22	

Total Entries: 5

SHORT TERM RENTAL

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E21CE0237	12250 LAKESHORE DR	CLOSED	09/30/21	05/11/22	

Total Entries: 1

TRASH RECEPTACLES

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0163	15776 CHARLES CT	CLOSED	04/28/22	05/12/22	

May Closed Enforcements By Category Monthly Report

E22CE0165	15728 CHARLES CT	CLOSED	04/28/22	05/12/22
E22CE0166	15713 CHARLES CT	CLOSED	04/28/22	05/12/22
E22CE0167	15701 CHARLES CT	CLOSED	04/28/22	05/12/22
E22CE0168	15704 CHARLES CT	CLOSED	04/28/22	05/12/22
E22CE0169	15677 CHARLES CT	CLOSED	04/28/22	05/12/22
E22CE0170	15692 CHARLES CT	CLOSED	04/28/22	05/12/22
E22CE0171	15668 CHARLES CT	CLOSED	04/28/22	05/26/22
E22CE0172	15665 CHARLES CT	CLOSED	04/28/22	05/12/22
E22CE0173	15653 CHARLES CT	CLOSED	04/28/22	05/12/22

Total Entries: 10

VEHICLE IN ROW

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E22CE0176	15045 COPPER PL	CLOSED	05/04/22	05/04/22	
E22CE0184	13639 FOREST PARK DR	CLOSED	05/10/22	05/19/22	

Total Entries: 2

ZONING

Enforcement No.	Address	Status	Filed	Closed	Last Action Date & Last Action
E16CE0079	15195 MERCURY DR	CLOSED	03/03/16	05/04/22	04/22/2016 TO FINISH 2 OTHER PROJECTS FI
E21CE0280	17220 HAYES ST	CLOSED	11/09/21	05/04/22	
E22CE0183	15070 BIGNELL DR 15072	CLOSED	05/10/22	05/26/22	

Total Entries: 3

Enforcement.DateClosed Between 5/1/2022 12:00:00 AM
AND 5/31/2022 11:59:59 PM

Total Records: 44

Total Pages: 3

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