

**WHITEWATER TOWNSHIP BOARD**  
**AGENDA FOR 1st REGULAR MEETING – TUESDAY, APRIL 11, 2017**  
**7:00 p.m. at the Whitewater Township Hall**  
**5777 Vinton Road, Williamsburg, MI 49690**  
**Phone 231-267-5141/Fax 231-267-9020**

*At this time, the board invites everyone to silence their electronic devices.*

A. Call to Order/Pledge of Allegiance

B. Roll Call of Board Members

C. Set/Adjust Meeting Agenda

D. Declaration of Conflict of Interest

E. Public Comment

Any person shall be permitted to address a meeting of the township board. Public comment shall be carried out in accordance with the following board rules and procedures:

1. Comments shall be directed to the board, with questions directed to the chair.
2. Any person wishing to address the board shall speak from the lectern and state his or her name and address.
3. Persons may address the board on matters that are relevant to township government issues.
4. No person shall be allowed to speak more than once on the same matter, excluding the time needed to answer board members' questions. The chair shall control the amount of time each person shall be allowed to speak, which shall not exceed five (5) minutes.

F. Public Hearing (none)

G. Reports/Presentations/Announcements/Comments

1. County Board of Commissioners Report
2. County Road Commissioner Report
3. Mobile Medical Response Report
4. Planning Commission Report
5. Parks & Recreation Advisory Committee Report

H. Consent Calendar

Receive and File

1. Supervisor's Report for March 2017
2. Clerk/Park & Recreation Administrator's Report for March/April 2017
3. Zoning Administrator's Report for March 2017 (not available)
4. Mobile Medical Response March 2017 Activity Reports
5. Grand Traverse Rural Fire Chief's Report April 2017 (not available)
6. Approved 02/13/2017 Parks & Recreation Advisory Committee Minutes

Correspondence

1. Grand Traverse County Sheriff Department Statistics for March 2017 (not available)

2. Grand Traverse Rural Fire Board DRAFT Minutes 03/15/2017 (not available)
3. GTRFD Officers' Meeting Minutes (not available)
4. Letter 03/30/2017 Kalkaska County Planning & Zoning re: Notice of Master Plan Adoption
5. Letter 03/31/2017 Charter Communications re: Changes to Channel Lineup

#### Minutes

1. Recommend approval of 03/14/2017 and 03/28/2017 regular meeting minutes and 03/21/2017 and 04/03/2017 special meeting minutes

#### Bills for Approval

1. Approval of Alden State Bank vouchers # 41516 through 41577
2. Approval of First Community Bank Miami Beach vouchers # 1187 through 1188
3. Approval of First Community Bank WMDLS vouchers # (none)

Budget Amendments (none)

Revenue & Expenditure Report (none)

#### I. Unfinished Business

1. Emergency Services Building Renovation/Addition Project
2. Ordinance 28 – Miami Beach Sewer Project (schedule meeting date with residents/DPW)
3. Progress Update on Personnel Administration Policy 3.0, Section 3.10
4. Summertime Maintenance Bid Form Update

#### J. New Business

1. Resolution #17-08 Authority to Enter Into Grant Agreement with the State of Michigan for New Voting Equipment
3. Appointment of 2017/2018 Parks & Recreation Administrator
4. Nick Thornton – Parcel Sale

#### K. Tabled Items

1. Review Administrative Policy Section 5 (tabled 10/14/2014)
2. Review Ordinance 22 Pension Plan (tabled 10/25/2016)
3. Review Whitewater Township Planning & Zoning Fees (tabled 02/28/2017)

#### L. Board Comments/Discussion

#### M. Announcements

1. Next regular meeting date is 04/25/2017 at 7:00 p.m.

#### N. Public Comment

#### O. Adjournment

Whitewater Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities who are planning to attend. Contact the township clerk at 231-267-5141 or the TDD at 800-649-3777.

To: Township Board Members

From: Cheryl A. Goss, Township Clerk

Date: 04/07/2017

Re: Consent Calendar for 04/11/2017 Township Board Meeting

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Receive and File

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Minutes

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Bills for Approval

1. Approval of Alden State Bank vouchers # 41516 through 41577
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3. Approval of First Community Bank WMDLS vouchers # (none)

Budget Amendments (none)

Revenue & Expenditure Report (none)

**An appropriate motion would be: Motion to approve Consent Calendar items as presented.**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_.

Roll call vote:

# Whitewater Township Supervisor's Report

## March 2017

### 1) Investigate citizen observations:

A. None.

### 2) Office duties:

#### A. Rural Fire Board:

Fife Lake Township provided the Rural Fire Board with a written notice that their Township Board would be discussing their future participation in the Department at their next regular meeting March 23, 2017. They also provided a written notice that new security locks and cameras had been installed on certain sections of their emergency services building. During the course of this security upgrade a complaint had been lodged by a Rural Fire Department Member to Chief Weber that Listed Fire Exits Were now locked. Chief Weber reviewed the complaint, and issued a violation notice to the Township which has been ignored to this date. The violation is now accruing fines.

Other happenings of the meeting included a name change, from Grand Traverse Fire Department – Rural Division to Grand Traverse Rural Fire Department, review of central dispatch tapes, looking for different options for fire truck repairs, policy review on the minimum number of personnel required to drive fire apparatus in emergency mode and Doug Mansfield was elected Vice-Chair.

#### B. Meetings:

- 1) Michigan Township Association Meeting. A guest speaker covered the 2<sup>nd</sup> amendment rights and government buildings. It was also noted that new legislation might be in the works to get rid Conceal Pistol Permits altogether. I am sure there will be more on this subject soon.
- 2) Supervisor's meeting. This group meets regularly on the second Wednesday of each month. Medical Marihuana Laws and who is working towards allowing all five operations into their Townships was the topic of discussion. Acme Township appears to support the activity, while Clearwater appears not to at this date.
- 3) Grand Traverse County Road Commission's (GTCRC). Two meetings this month with the rescheduling of February's to March. Baggs Road, Lakeside Trail and a 2017 proposed "alternate" schedule of repairs were discussed. In late April the Finance Department will make recommendation of budget amendments that would shift unspent winter maintenance dollars into additional summer construction projects.
- 4) Attended an informational presentation by Elk Rapids School Superintendent, Steve Prissel, about their upcoming ballot proposal.

- 5) Met with Elk-Skegemog Lakes Association (ELSA) member, Dave Hauser. We discussed the positive benefits that a sewer project would have in this watershed on both lakes. Protecting water quality and other local resources are a high priority of both ELSA and the Township.
- 6) Met with Fife Lake Township Supervisor, Linda Forwerck. Linda provided a written notice to me as Chairman of the Rural Fire Board, that Fife Lake Township would soon meet to decide on future participation in Rural Fire. Fife Lake Township has been unhappy about several Human Resource issues. The Rural Board has been very generous about allowing Fife Lake Board members, and public to explain their grievances. Most opportunities have ended with presenters leaving the meeting before a meaningful dialogue could be established.
- 7) Attended the County's offering on the Open Meeting Act. This free seminar was hosted by the Prosecuting Attorney's Office and made come to life by Deputy Civil Counsel, Chris Forsyth.
- 8) Board of Review met three times during March. Two meetings were more than 6 hours long each. During these two meetings the membership met with residents to hear about equitable assessment and taxation of real property. The tax role has been set for 2017 and has been filed with Grand Traverse County as required.

C. Parks & Rec: Recreation Department –

- 1) Observation by Mr. Wentworth, that Battle Creek Natural Area's Huebner Pond was overflowing it banks. This is a common complaint; I will work to establish a maintenance protocol for the recreation venue. Thank you to Dennis Leach and Earl Ashmore for their efforts in alleviating this problem.

E. Planning Commission:

- 1) Forwarded a recommendation of their public hearing on proposed Zoning Ordinance Changes in the Commercial District. The recommendation was discussed at the Board level and adopted into the Zoning Ordinance.

F. Other Efforts:

- 1) Finished the budgeting process for 2017/2018.
- 2) Generated Summertime Maintenance and Cleanup Specifications for the Board to review. The proposed changes are still in discussion.
- 3) Review of the appointment process and Township Policy continues.

Respectfully Submitted,



Ron Popp  
Whitewater Township Supervisor.

## **Clerk/Parks & Recreation Administrator's Report for March/April 2017**

To: Whitewater Township Board Members

From: Cheryl A. Goss, Township Clerk

Date: 04/07/2017

This report details activity in the Clerk's office since my last report dated 03/10/2017.

### **Meetings Attended (in addition to Township Board meetings):**

1. MAMC Institute – Week of 03/13/2017 through 03/17/2017 – Mt. Pleasant
2. 03/23/2017 Preliminary Accuracy Test for 05/02/2017 Special Election
3. 03/24/2017 Jim and Karen Sundberg of Brick House Interactive re: testing of online reservation site
4. 03/28/2017 Charlie Kitchen re: removal of trees at 8380 Old M-72
5. 04/05/2017 Mobile Medical Response Advisory Board
6. 04/05/2017 Election Commission

**Elections:** Ballots (255 so far) have been mailed to absentee voters. Election inspectors have been appointed. Sample ballots have been posted on the website and at the township hall. Other details of the upcoming May 2 election are being handled.

**Whitewater Township Park:** The online reservation system was activated on Monday, April 3rd. We did \$37,587 worth of bookings on that day, a new record!! Another \$3,228 worth of bookings came in the next day, with lesser numbers being seen in the days after. I monitored the system all day on Monday. I had a number of phone calls in the first hour, but they tapered off dramatically after that. This is now the **4th year** that we have utilized the online system for reservations! We have Brick House Interactive to thank for the fact that each year it gets easier for those wishing to make reservations. Thanks, Jim and Karen!

### **Hi Pray Park/Battle Creek Natural Area/Lossie Road Nature Trail/Petobego Natural Area:**

The Hi Pray playground equipment was ordered in March and the ship date is April 19th. It could be here as early as April 21st! It will be delivered to Brandon Hubbell's facility on Angell Road and stored until the site prep is done. The Parks & Recreation Advisory Committee is having a special meeting on Saturday, April 8th, to do a walk-through of Hi Pray Park and make some determinations regarding what needs to be done before the equipment can be installed.

**8380 Old M-72 Renovation/Addition Project:** See my memo concerning this topic under Unfinished Business

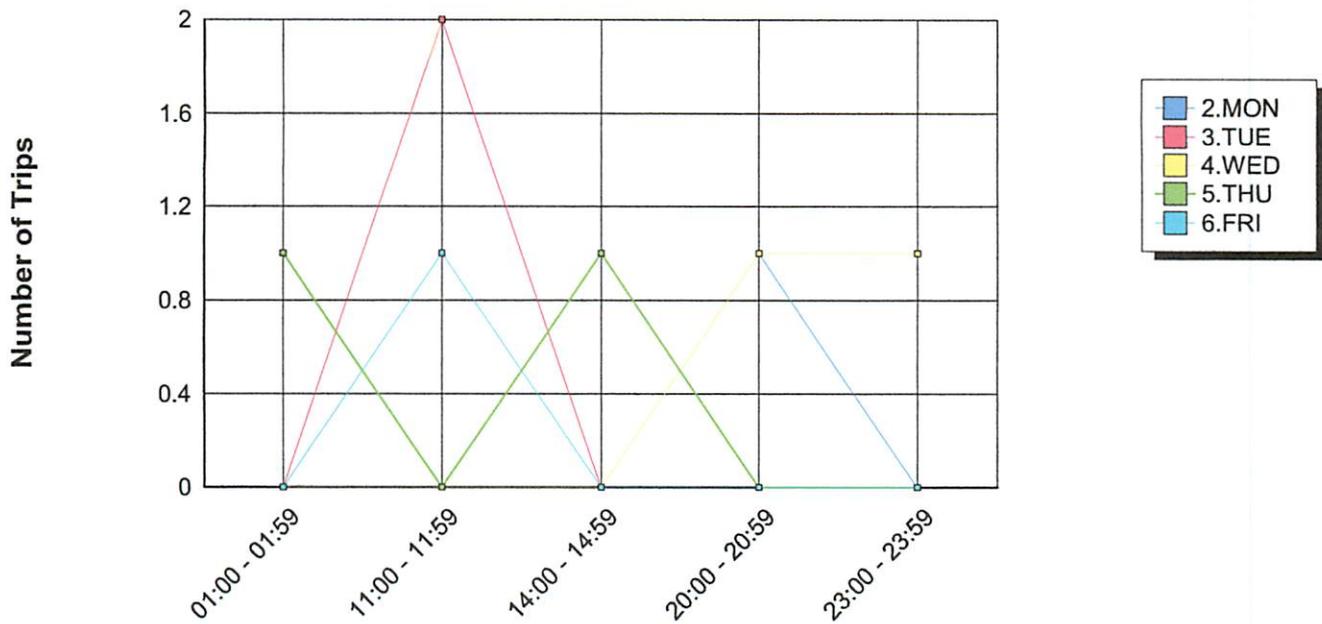
**Other News:** Now that the budget process has been completed, we need to get the Planning Commission's recommendation with respect to the **Private Road Ordinance** on the board's agenda. I would request that it be added to the 4/25 regular meeting agenda.

Also, we need to get the **Medical Marijuana Facilities Licensing Act** issue back on our agenda this month, as the minutes of the 01/24/2017 meeting indicate that we will. If we are going to survey the community on this issue, we need to get that process started.

# Demand Analysis by Day of Week for Whitewater Twp

From 03/01/2017 to 03/31/2017

<i>Time of Day</i>	2.MON	3.TUE	4.WED	5.THU	6.FRI	Total
01:00 - 01:59	0	0	0	1	0	1
11:00 - 11:59	0	2	0	0	1	3
14:00 - 14:59	0	0	0	1	0	1
20:00 - 20:59	1	0	1	0	0	2
23:00 - 23:59	0	0	1	0	0	1
<b>Total</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>8</b>



# Requests by Nature of Call in Whitewater Twp

From 03/01/2017 to 03/31/2017

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	Total
Chest Pain (Non-Traumatic)	1
Sick Person (Specific Diagnosis)	5
Traffic/Transportation/Accidents	1
Unknown Problem (Man Down)	1
<b>Total</b>	<b>8</b>

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# Fractile Response Time

Trip Date IS BETWEEN 03/01/2017 AND 03/31/2017; AND Dispatch Zones IS GT-Whitewater; AND the time 'Save' was clicked

## MOBILE MEDICAL RESPONSE

	Call Count	Cumulative Call Count	Percent of Total Calls	Cumulative Percent of Total Calls
00:00 - 01:59	2	2	25%	25%
02:00 - 02:59	1	3	13%	38%
03:00 - 03:59	1	4	13%	50%
04:00 - 04:59	2	6	25%	75%
06:00 - 06:59	1	7	13%	88%
07:00 - 07:59	1	8	13%	100%

Total Calls for MOBILE MEDICAL RESPONSE 8

## Transport Count by Month

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	1/2017	2/2017	3/2017	Total
Village of Elk Raptic	12	9	9	30
Elk Rapids Twp	3	3	6	12
Milton Twp	6	5	7	18
Whitewater Twp	13	5	4	22
Torch Lk Twp	0	0	1	1
Kalkaska County	0	0	2	2
GT County	4	2	4	10
<b>Total</b>	<b>38</b>	<b>24</b>	<b>33</b>	<b>95</b>

**Whitewater Township  
Parks and Recreation Advisory Committee  
Regular Minutes for Monday, February 13, 2017**

**Call to order 7:00 p.m.**

**Roll Call:** Butler, Melton, Cosgrove, Hubbell

**Absent:** Leach, Decker

**Also in attendance** Recording Secretary MacLean, Clerk Goss

**Set / Approve Agenda:** Set

**Declaration of Conflict of Interest:** None

**Public Comment:** None

**Approval of January 9, 2017, Regular Meeting Minutes:** Motion by Butler, second by Cosgrove to approve the minutes.

All in Favor. Motion carried.

**Reports/Presentations/Announcements/Comments/Correspondence:** None

**Unfinished Business:**

1. Capital Improvement Budget for 2017/2018 will be submitted to the Board by the Clerk.

**Capital Improvement Budgets for 2017/2018:**

BCNA platform 16'x16' Quote came through at \$4,622

Dugouts and Bleachers at upper ball field 8' tall, 20' long, 6' wide, concrete block (BRANDON) Look at possible MLB Grant.

Whitewater Township Park walking trail benches and signs (\$150 - \$400 each)

BCNA Signs – Private property/trespassing. Nature trail education, a couple benches along the trail (\$150 - \$400 each) – possibly put in for the GTB 2% Grant in the July / Educational cycle (and the platform).

2. Playground equipment request – unallocated 2016 Rec funds – update from Board. We got nothing from the GTB 2% Grant cycle of 12/31/2016. Cheryl will get the request in for the February 28, meeting. Discussion of sale prices of items. Installation, landing base materials, delivery, etc., are extra up to \$10,000 (budget item for 2017/2018). WTP playground equipment quote includes these amounts.

3. Signs and grates update. Installed.

4. Tom Cosgrove question regarding budgeted dollars for matching grants. It would only need to be an approved project not necessarily budgeted by the Board.

**New Business:**

1. Chair, Vice Chair, Secretary positions.

Leach nominated for Secretary by Melton, second by Hubbell. All in favor. Motion carried.

Hubbell nominated for Vice Chair by Cosgrove, second by Hubbell. All in favor. Motion carried.

Melton nominated for Chair by Cosgrove, second by Butler. All in favor. Motion carried.

2. Motion to approve Resolution PRAC 17-01, 2017/2018 Schedule of Regular Meeting dates by Cosgrove second by Butler.

Roll call: Hubbell –Yes, Cosgrove-Yes, Leach-N/A, Butler-Yes, Melton-Yes

**Additional comments:** Look into AED for both parks.

Next regular meeting March 13, 2017, 7 p.m.

Playground equipment for Hi-Pray

**Public Comment:** None

**Adjournment: 8:30 p.m.**

Respectfully submitted,

Lois MacLean

Recording Secretary

KALKASKA COUNTY PLANNING & ZONING  
890 ISLAND LAKE ROAD  
KALKASKA, MI 49646  
(231) 258-3367 FAX (231) 258-2828

RECEIVED  
4-3-17  
C

March 30, 2017

**RE: Notice of Master Plan Adoption**

The purpose of this letter is to inform you that on March 15, 2017, the Kalkaska County Board of Commissioners approved the 2017 Kalkaska County Master Plan Update, as required by Section 43 (5) of the Michigan Planning Enabling Act, as amended.

The updated Master Plan is available for review on our website at <http://www.kalkaskacounty.net/zoning.asp>.

Respectfully,

*Karen Van Horn*

Karen Van Horn  
Kalkaska County Zoning Administrator

On Behalf of the Planning Commission,

**County of Kalkaska**



March 31, 2017

RECEIVED  
4317  
G



T3 P1 N 431 \*\*\*\*\*AUTO\*\*ALL FOR AADC 496  
Whitewater Township  
5777 Vinton Rd.  
P.O. Box 159  
Williamsburg, MI 49690-9776

Dear Franchise Official:

Charter Communications ("Charter") is making changes to our channel lineup for customers in Whitewater Township. Effective on or after May 2, 2017 the following networks will move to a new channel position in Charter Basic Service:

- QVC on Basic channel 9 will relocate to channel 137.
- Home Shopping Network on Basic channel 5 will relocate to channel 155.
- Jewelry Television on Basic channel 78 will relocate to channel 162.

As always, please feel free to contact me by phone at (906) 401-0616 should you have any questions on this matter.

Sincerely,

*Don Gladwell*

Don Gladwell  
Manager, State Government Affairs, Michigan  
Charter Communications

**Whitewater Township Board  
Minutes of Regular Meeting held March 14, 2017**

**Call to Order/Pledge of Allegiance**

Supervisor Popp called the meeting to order at 7:00 p.m. at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan, followed by the Pledge of Allegiance.

**Roll Call of Board Members**

Board Members present: Benak, Hubbell, Lawson, Popp

Board Members absent: Goss

Others present: County Commissioner Carol Crawford, MMR Director of Northern Operations Nick Bernelis, Recording Secretary Lois MacLean, and 4 others

**Set/Adjust Meeting Agenda**

Popp proposed to add the Grand Traverse County Road Commission brine agreement to the agenda.

It was agreed that this topic will await the full board's attendance.

Popp also proposed adding review of the Kalkaska County Road Commission construction cost share agreement for Baggs Road.

Added as New Business #5.

**Declaration of Conflict of Interest**

None

**Public Comment**

None

**Public Hearing**

None

**Reports/Presentations/Announcements/Comments**

**County Board of Commissioners Report**

Carol Crawford gave the following report:

- She attended the National Association of Counties in Washington DC, learned about some things they are doing wrong, some things they are doing right. A lot of insight was gained.
- Tomorrow evening they will discuss a policy on property acquisition and sale.
- They will also discuss the new Park Place development; the county is the last step for this brownfield project.
- They will discuss a resolution adopted last January which gave the county administrator sole control over hiring and firing and staffing decisions. Some of the commissioners feel that the BOC might like to have some of that control back, at least advice and consent.

- There is an odd situation the last few days with hiring of a whole bunch of people for positions which could not previously be filled, including HR director. This will be discussed also on Wednesday.
- They will have an update about progress on the dams.

There were no questions for Crawford.

**County Road Commissioner Report** – No one is present from the Road Commission.

### **Mobile Medical Response Report**

Nick Bernelis gave the following report:

- There were 14 calls in February. The busier days were Saturdays and Sundays. Nature of the calls was described.
- The extended response time of 45 minutes was due to failure of the crew to call on scene. The extended response time of 17 minutes was due to bad weather. There were two calls with the crew forgetting to call on scene.
- Taking the exceptions out for failure to call on scene, the response times are at 100%, not 79%.

There were no questions for Bernelis.

### **Planning Commission Report**

Lloyd Lawson gave the following report:

- The public hearing on Zoning Amendment No. 68 at the March meeting went well. There were people in attendance. One written comment was in favor of the amendment. No one spoke in opposition to it. The resolution was passed to send it on to the board.
- The zoning administrator brought up the issue of event barns. This will be on the PC's agenda soon.
- The PC will be looking at setbacks in all the districts, Article 15 regarding sanitation, Article 36 on mobile homes, and Article 3 definitions.
- Next meeting is April 7.

**Parks & Recreation Advisory Committee Report** – Goss is not present.

### **Consent Calendar**

Receive and File

1. Supervisor's Report for February 2017
2. Clerk/Parks & Recreation Administrator's Report for February/March 2017
3. Zoning Administrator's Report for February 2017 (none)
4. Mobile Medical Response February 2017 Activity Reports
5. Grand Traverse Rural Fire Chief's Report March 2017
6. Approved 01/09/2017 Parks & Recreation Advisory Committee Minutes
7. Approved 02/01/2017 Planning Commission Regular Meeting Minutes
8. Approved 02/06/2017 Planning Commission Special Meeting Minutes
9. Approved 02/08/2017 Historical Society Minutes

## Correspondence

1. Grand Traverse County Sheriff Department Statistics February 2017
2. Grand Traverse Rural Fire Board DRAFT Minutes 02/15/2017
3. GTRFD Officers' Meeting Minutes 03/01/2017
4. Charter Communications Letter 03/07/2017 re: New Channel Addition

## Minutes

1. Recommend approval of 02/14/2017 and 02/28/2017 regular meeting minutes and 02/16/2017, 02/20/2017, 03/02/2017, and 03/09/2017 special meeting minutes

## Bills for Approval

1. Approval of Alden State Bank vouchers # 41460 through 41515
2. Approval of First Community Bank Miami Beach vouchers # 1186
3. Approval of First Community Bank WMDLS vouchers # (none)

## Budget Amendments

## Revenue &amp; Expenditure Report

Regarding page 5, paragraph 4, of the 02/15/2017 Grand Traverse Rural Fire Department minutes, and the reference to equipment on Brush #3 being owned by GTRFD, Popp noted that the skid unit on the back of the truck is owned by Whitewater Township.

**Motion by Lawson, second by Hubbell, to approve Consent Calendar items as presented.** There was no further discussion. **Roll call vote: Benak, yes; Goss, absent; Hubbell, yes; Lawson, yes; Popp, yes. Motion carried.**

Unfinished Business**Emergency Services Building Renovation/Addition Project**

Popp noted the contract for the engineer is still at the attorney's office.

**Ordinance 28 – Miami Beach Sewer Project**

Popp stated there are only a couple sections we need to be aware of regarding closing down.

Benak inquired if the primary reason for looking at Ordinance 28 is to determine where the money is going to go.

Popp replied no, the primary reason is that we no longer collect special assessment district (SAD) from Miami Beach. We own it, but there is nothing that carries beyond the SAD definition of time of who maintains it or who pays for it.

Benak stated she thinks the real question is what do we do with this. There are three choices, (1) we take on the utility and we bill it out, monitor it, pay for the repairs, collect fees for it; (2) we turn it over to the people on the sewer system and they assume that responsibility; or (3) we turn it over to the DPW and they handle it, just like they do other people's sewer systems.

Benak reminded Popp that he previously said that he was going to have someone from the DPW come out and tell us what that would entail if they took it over.

Popp said what is important is to understand who owns it, why we own it, what gave us the authority to say that we own it, and we need to invite the people of the special assessment district in to see what they want to do. Maybe they do not want to be a servant to the county. Maybe they want to maintain it.

Lawson suggested a special meeting be held with the county and the people in the SAD.

Benak suggested that, since Popp already has a contact at the DPW on this issue, maybe we can get something from him before the meeting so that our board members understand what the options are. Benak stated that, honestly, she sees this going to the DPW; she does not see this township managing a utility; we are not set up for that, and she does not see the people at Miami Beach wanting to do it either. She believes they will choose, and we will choose, to go with DPW because they are the professionals that handle it.

Lawson also questioned, since we are not a charter township, whether we have the authority to do that.

Discussion followed.

There are two questions: What to do with the residual money left over from the SAD, and what to do with the infrastructure.

It was agreed that Benak will contact Attorney Axe, and Popp will handle the infrastructure side of it. Popp will get information from the association and find out when people are scheduled to return, and will update as needed. Attorney Patterson will handle the infrastructure; Axe will handle the bond.

### **Baggs Road 2017 Construction Project Update**

Popp noted that Attorney Patterson has reviewed the contract that Grand Traverse County Road Commission provided to us. He brought up a couple points about work scope. Kalkaska County Road Commission has submitted their version with proposed changes in red.

Various paragraphs of the proposed agreement were discussed, as well as the bid amounts and what each party has committed to pay.

The wording to be inserted in the two blanks of the following paragraph was discussed:

“Whereas, the Grand Traverse County Road Commission agrees that it will reimburse Kalkaska County Road Commission for an amount not to exceed \$75,000 of the project amount, and whereas, Clearwater and Whitewater will each reimburse Kalkaska County Road Commission for an amount not to exceed \_\_\_\_\_ and \_\_\_\_\_ respectively.”

The first blank applies to Clearwater Township. The second blank applies to Whitewater Township.

It was agreed that \$75,000 will be the number inserted in the second blank.

There was no objection to paying 50% of the amount at the time of commencement, assuming “commencement” to be the time the contract is signed.

The funds will be provided directly to the Kalkaska County Road Commission.

Construction on the north end of the road by Grand Traverse County, if it is done, should be done before or at the same time that the rest of the construction is done.

It was agreed that we need an answer on paragraph 2, yea or nay. At that time, it will come back to the board.

**Progress Update on Personnel Administration Policy 3.0, Section 3.10**

Popp stated this is a status update so the board can see what he has been working on. The application for appointment form has the changes the board asked him to make, and he has follow his word to the board that we would apply the employment policy that is already written for Whitewater Township to the appointment process. Popp stated it is up to us to go through and delete those things that we do not believe apply to the appointment process. The document shows that there are a number of statutes that apply to appointments and at least three different documents that provide direction on the same thing. Popp stated his goal tonight is just to show the board how this is shaping up.

Discussion followed.

**Motion by Benak, second by Hubbell, to approve the application form as presented.** There was no further discussion. **On voice vote, all those present voted in favor, none opposed, Goss absent. Motion carried.**

There was discussion as to how applications should be handled.

Popp claimed there is no policy, no guideline for received applications, even in existing policy.

Lawson suggested Popp make a recommendation and let the board decide.

Benak inquired of Popp if he was going to require that Tim Shaffer fill out the application, noting that Shaffer wrote a letter back in August.

Popp asked if we are going to make an exception for one person.

Benak stated there is no exception; he turned in his letter long before the board even started talking about this.

Lawson stated it is not fair to Shaffer to wait.

Popp stated his direction is not to begin the process until December anyway.

In response to Benak's question that if someone puts in an application for the planning commission, Popp is going to let it sit there and not do anything with it, Popp answered: That is correct.

Popp stated this is the first time the board denied a recommendation.

Benak stated just putting a name out there, with no background, is asking a lot of a board member to rubberstamp it. It is not fair to us to ask us to do that.

Lawson stated that was his objection, too. He did not know the person, they were never at any meetings, was not at the meeting for the nomination, we did not know who they were, and that is why it got turned down.

Hubbell said he does not see why we have to change it this drastically when it was working all these years; we are getting way too technical on this thing.

Benak stated the application with the questions was going to give us the information that we wanted, which was normally in the letters of request.

It was agreed that the process will consist of applications being submitted to the board, along with the supervisor's recommendation. It is recommended that the applicant appear at the appointment meeting.

**Motion by Lawson, second by Benak, that applications will be provided to the board, and that it is recommended, but not required, that applicants show up at the appointment.** There was no further discussion. **Roll call vote: Goss, absent; Hubbell, yes; Lawson, yes; Popp, no; Benak, yes. Motion carried.**

### New Business

#### **Zoning Ordinance Amendment No. 68**

The changes detailed in Zoning Amendment No. 68 were discussed. It was agreed that there was no need for an additional public hearing.

**Motion by Popp, second by Lawson, to adopt the recommendation of the planning commission as published in the affidavit of publication.** There was no further discussion. **Roll call vote: Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes; Goss, absent. Motion carried.**

Popp noted that it will be adopted so many days after publishing.

### **2017 Poverty Guidelines**

Popp stated we are required to have a policy to allow for poverty exemptions. We had an application form but no guidelines on how to use it. Popp has submitted Resolution #17-02 for board approval tonight prior to the upcoming Board of Review meeting on Thursday. Goss will fix the grammatical corrections.

Discussion followed regarding asset eligibility, i.e., how much value of personal property can someone have and still be eligible for a poverty exemption.

**Motion by Lawson, second by Hubbell, to adopt Resolution #17-02, with grammatical corrections as needed.** There was no further discussion. **Roll call vote: Lawson, yes; Popp, yes; Benak, yes; Goss, absent; Hubbell, yes. Motion carried.**

### **Summer Maintenance Bid Form**

Popp asked what do we want to require as far as spring and fall cleanups.

Benak noted that the 2016/2017 Fiscal Year Budgeted Transfers agenda item has been skipped.

### **2016/2017 Fiscal Year Budgeted Transfers**

**Motion by Lawson, second by Benak, to transfer \$15,000 from the General Fund to the Road Fund, as budgeted.** There was no further discussion. **On voice vote, all those present voted in favor, none opposed, Goss absent. Motion carried.**

**Motion by Benak, second by Lawson, to transfer \$100,000 from the General Fund to the Road Repair/Replacement Fund.** There was no further discussion. **On voice vote, all those present voted in favor, none opposed, Goss absent. Motion carried.**

**Motion by Popp, second by Lawson, to transfer \$58,000 from the Fire Fund to the Fire Capital Improvement Fund.** There was no further discussion. **On voice vote, all those present voted in favor, none opposed, Goss absent. Motion carried.**

**Motion by Hubbell, second by Benak, to transfer \$100,000 from the Fire Fund to the Fire Capital Improvement Fund.** There was no further discussion. **On voice vote, all those present voted in favor, none opposed, Goss absent. Motion carried.**

### **Summer Maintenance Bid Form (continued)**

Hubbell stated that it would be nice to have all five members of the board here for this agenda item.

There was consensus that this topic will be brought back on the next agenda.

### **Review of Kalkaska County Road Commission Construction Cost Share Agreement for Baggs Road (added)**

It was noted that this topic got mixed in with Unfinished Business #3. No further discussion was held.

**Tabled Items****Review Administrative Policy Section 5 (tabled 10/14/2014)**

This agenda item will remain tabled.

**Review Ordinance 22 Pension Plan (tabled 10/25/2016)**

This agenda item will remain tabled.

**Review Whitewater Township Planning & Zoning Fees (tabled 02/28/2017)**

This agenda item will remain tabled.

**Board Comments/Discussion**

None

**Announcements**

1. The next township board meeting is a special meeting on March 21, 2017, at 6:00 p.m.
2. The next township board regular meeting is on March 28, 2017, which includes the budget public hearing.

Popp stated that he intends to put the brine agreement on the 3/28 agenda.

Hubbell suggested that there be discussion of tree removal at the fire station on 3/28, if there is time.

**Public Comment**

Glenn Savage, 9833 Pineneedle Lane, asked if Baggs Road is going to be asphalt or tar and chip.

Popp replied asphalt.

Savage also stated that he will be glad to fill out an application for the planning commission.

**Adjournment**

Motion by Lawson, second by Popp, to adjourn. There was no further discussion. On voice vote, all those present voted in favor, none opposed, Goss absent. Meeting adjourned at 9:08 p.m.

Respectfully submitted,

Cheryl A. Goss

Whitewater Township Clerk

(minutes prepared from Recording Secretary MacLean's notes and the digital audio recording)

**Whitewater Township Board  
Minutes of Special Meeting held March 21, 2017**

**Call to Order**

Popp called the meeting to order at 6:05 p.m. at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan.

**Roll Call of Board Members**

Board Members present: Benak, Goss, Hubbell, Lawson, Popp

Board Members absent: None

Others present: Vaughn Harshfield

**Set/Adjust Meeting Agenda**

No adjustments were made.

**Declaration of Conflict of Interest**

None

**Public Comment**

None

**Emergency Services Building Renovation/Addition Project**

Lengthy discussion took place on various aspects of the renovation/addition project, including:

- Revised wording of the Invitation to Bid legal notice
- New cover letter with instructions to bidders
- Foundation under the new day room and sleeping room will be a slab.
- Bedrooms should be wired for TV and Internet.

It was agreed that, in the Invitation to Bid legal notice and the Construction Agreement, it will say “Construction Manager/General Contractor” instead of “Construction Manager/Principal Contractor.”

Sheet A4 shows the recently requested changes, i.e., elimination of the wall north of the kitchen table, flipped the placement of the men’s and women’s bathrooms, expanded the men’s bathroom enough to accommodate one urinal, eliminated the lockers, eliminated the wall south of the lockers, moved the drinking fountains to the south wall of the men’s room, and eliminated the coat rack.

It was agreed that the “EMS desk” will be removed from the fire office on sheet A9.

It was agreed that Direct Designs will be asked to update the “Date Issued” on all plan sheets.

It was agreed that there will be no window between the fire office and the apparatus bay.

It was noted that the current set of plans does not include electrical, plumbing, and mechanical detail.

It was agreed that, under Project Information on sheet A1, the words “locker room, personnel equipment lockers” will be removed.

The last sentence of the second paragraph of the Construction Agreement will be revised as follows:

- The date (currently August 9, 2016) will be updated as necessary.
- Meeting/day **rooms** (plural instead of singular)

There was discussion of adding “54' x 80' 22A gravel or Afton stone parking area” as a specification.

It was agreed that we will tell Dan Rudy that we need three additional plans (electrical, plumbing, and mechanical).

It was agreed that the building design is good.

It should be included that the west end of the building (offices, kitchen, bathrooms, day room, bedrooms, workout room) will be air conditioned.

Discussion took place on whether to add site preparation to the scope of the project.

On sheet A1, eliminate the words “Option A Drain Field Location.”

Audience member Vaughn Harshfield, 4404 N. Broomhead Road, stated he has listened to the entire conversation today and is here because he got thoroughly confused after reading the packet. He went on to express the following:

- The contract manager and the general contractor should not be the same person.
- Make sure the drawings are the best that you can provide and call out all specifications (plumbing, electrical) in order to reduce the number of change notices in the field and keep costs down.
- Call a mandatory lineup meeting for all bidders at a certain date and time.
- A project manager should be hired, preferably a licensed professional engineer who works for the township, to watch the contractor to make sure nothing is done illegally and that corners are not cut.
- You are short several major sets of drawings. Also, any changes recorded should have a new release date.
- Agreed that the words “general contractor” in place of “construction manager” would be more appropriate in the Construction Agreement (in view of being informed this evening that a licensed professional engineer will be overseeing the project).
- Do not let your general contractor do your engineering for you.
- Add a paragraph saying if contractor can offer better alternatives or ways to save money, they should include it as a separate item.

The specification of 54' x 80' gravel or Afton stone for the parking area will be added to the print.

It was suggested that “site preparation, including removal of stumps and all debris off site” should be added under Project Information.

It was agreed that mechanical, electrical, plumbing sheets, and what to do with stumps and brush piles needs to be addressed in the prints.

Hubbell suggested that Dan Rudy be called and put on the speakerphone.

(Dan Rudy of Direct Designs joined the meeting via speakerphone.)

Brief discussion followed.

Rudy stated it seems like the excavating and site preparation is a completely different bid; he is not sure how you could clearly show it on the print.

Removal of trees, stumps and debris should not be part of this contract.

Final excavation for a parking lot, with seeding and gravel, is a completely different project.

Rudy stated, due to the fact this project is not that much square footage, we will not need electrical prints. The electrician that is hired will ask where do you want plugs, lights, etc. Same with plumbing; the project is not big enough. He stated he can do it, but it is not necessary.

With respect to heating/air conditioning, Rudy stated he is not sure how you would show it on the print. It is more of a mechanical issue to have somebody come out and see the furnace you have there and how adequate it is and if you can add to it or if you need a whole new system. It is not that much ducting involved.

Rudy does not think we need separate prints for mechanical, plumbing or electrical, because of the square footage, but he will double check to see if he is correct. He will get back with Goss on this.

Hubbell stated, and Rudy confirmed, that the only site prep for the bidder would be if they have to prep the site where the building is going to be. The rest should be done as a separate contract.

Goss inquired of Rudy if specifications for a parking lot should be called out on the prints.

Rudy said that could be added to the print. He will ask Pressel if there are other things that should be added or if there is a different process that should be taken for other items that do not have anything to do with the building, such as excavating, seeding, how the grade should be finished. The more you add to it, the more it is going to slow the process of just getting the building done. During that time, you can worry about what is going to happen with the property

and who is going to do that. The furnace has to be looked at somewhere down the road, but it is not going to stop the process if you need a bigger furnace.

There was some discussion regarding heating and air conditioning of the building.

Benak stated you do not want to end up in a change order situation constantly because you did not address it up front.

Popp stated he agrees with Benak. He is not going to be part of a project that does not call out a furnace, certainly does not address the smoke dampers that the county has already called out. Those are going to require electrical discipline, alarm discipline, mechanical discipline.

Goss stated that anything that Plan Review calls out that has to be done is going to be on the prints. We are speculating right now whether we are going to need a different furnace. When the general contractors look at the BTU of the furnace, they are going to determine whether it is adequate or not.

Benak stated we have not said anything on here about air conditioning yet. In order to bid it, your contractor has to know that is what you are looking to do.

Goss asked Rudy if there is a way to call out on the prints that we want certain areas air conditioned.

Rudy stated the livable space would be heated and air conditioned. Rudy suggested some notes could be added to show that heating and cooling has to be looked at, the parking lot has to be finished, just some added notes to show what has to be quoted.

Rudy agreed to send some existing mechanical or electrical drawings for a previous project so the board can get an idea of what these things look like.

Rudy stated he sees where the board is heading, that they would like bidders to be quoting apples to apples. Even though it is not necessary, it can be done; the electrical can be shown on the existing floor plan.

The phone conversation with Dan Rudy ended at this point.

It was agreed that the board would like the heated/air conditioned areas to be called out on the prints.

Discussion followed.

It was agreed that the parking lot area will be bid out separately in the future and not as part of the building construction project.

It was agreed that all instances of “construction manager” on all documents will be removed and replaced with “general contractor.”

It was suggested that the need for air conditioning be added to “Project Information” on sheet A1.

It was noted that the contractors will give allowances for plumbing and lighting fixtures.

Since it has been agreed that the parking lot will be a separate project, the words “new parking lot” will be deleted from the second paragraph of page 1 of the Construction Agreement.

Numbered paragraph 2 at the bottom of page 1 was discussed with regard to how it will apply to the general contractor. The words “construction management services and oversight” in the first sentence will be retained, but “all” will be stricken.

On page 2, in the same paragraph, under 7), the wording shall be modified to say “licensed professional architect or engineer working for or hired by OWNER . . .”

In paragraph B on page 2, seventh line, “Architect or Professional” will be removed, leaving “Professional Engineer . . .”

All references to “Architect or” will be deleted, leaving it to say “Professional Engineer.”

It was noted that waivers will have to be checked before payments are made. Goss stated we should not pay anything unless we have a copy of the waivers submitted with the requests for payment.

Paragraph 9, Insurance, the twelfth line will be revised to say, “All subcontractors will provide insurance coverage to general contractor with such limits as shall be required by general contractor and shall list general contractor and owner as additional insureds.” The last two sentences of paragraph 9 will be stricken.

Paragraph 11, Time of Performance, the third sentence will be revised to say, “Project shall be completed within 6 months of bid award date, with exceptions granted for acts of God or extreme weather conditions.”

At the top of page 9, in paragraph F under Miscellaneous, jurisdiction shall be changed to “Grand Traverse County, Michigan.”

Regarding the legal notice, it was agreed that there will be a mandatory walk-through/inspection, date and time to be determined when the project is put out for bid.

Regarding the cover sheet, the only revision will be that “construction manager” will be changed to “general contractor.”

### **Board Comments/Discussion**

Hubbell suggested the urinal be ordered for the men’s bathroom.

Brief discussion followed.

**Public Comment**

None

**Adjournment**

Motion by Hubbell, second by Lawson, to adjourn. Meeting adjourned at 8:56 p.m.

Respectfully submitted,

Cheryl A. Goss  
Whitewater Township Clerk

DRAFT

**Whitewater Township Board  
Minutes of Regular Meeting held March 28, 2017**

**Call to Order**

Popp called the meeting to order at 7:00 p.m. at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan.

**Roll Call of Board Members**

Board Members present: Benak, Goss, Hubbell, Lawson, Popp

Board Members absent: None

Others present: Dave Tilley, Vaughn Harshfield, Eric Arbenowske, Tim Arbenowske

**Set/Adjust Meeting Agenda**

Goss stated she would like to add Zoning Ordinance Amendment No. 68. (Added as Unfinished Business #5)

Goss would also like to add discussion of Rural Fire and the letter from Fife Lake Township. (Added as New Business #1 to accommodate fire personnel in attendance)

**Declaration of Conflict of Interest**

None

**Public Comment**

None

Popp advised members of the public that there is a sign-in sheet available.

**Correspondence**

None

**Public Hearings**

**2017/2018 Fire Special Assessment District Budget**

Popp opened the public hearing on the Fire Special Assessment District budget at 7:03 p.m. and stated the following:

- The public hearing notices for this assessment district were published in the Traverse City Record-Eagle on March 12, 2017, and in the Elk Rapids News on March 16, 2017.
- The property tax millage rate proposed to be levied to support the proposed fire special assessment district is 1 mill.
- Referencing the Fire Fund budget document, proposed revenues are \$199,200. Proposed expenditures are \$186,158, leaving an additional fund balance of \$13,042.
- No written comments have been received.
- Is there any public comment on the Fire Special Assessment District?

There was no public comment.

Popp closed the public hearing at 7:06 p.m.

### **2017/2018 Ambulance Millage Budget**

Popp opened the public hearing on the Ambulance Millage Budget at 7:06 p.m. and stated the following:

- This public hearing notice was published in the Traverse City Record-Eagle on March 12, 2017, and in the Elk Rapids News on March 16, 2017.
- The property tax millage rate proposed to be levied to support the proposed ambulance millage budget is 1.5 mills, reduced by Headlee, MCL 211.34d, to an estimated 1.4991 mills.
- Property taxes are slated to generate around \$280,000, rent and other revenue equals \$10,000, and a transfer from the General Fund of \$125,000, for total revenue of \$415,200. Proposed total expenditures are \$473,300. We will be using \$58,100 of existing fund balance. \$133,000 of the expenditures are slated for half of the renovations at 8380 Old M-72.
- No written comments have been received.
- Is there any comment from the public?

Vaughn Harshfield inquired if it was the same millage as last year, to which Popp responded that it was actually lowered slightly.

Tim Arbenowske inquired if the capital expenditures in line item 970 are for the addition to the building, to which Popp replied affirmatively.

There were no additional comments or questions.

Popp closed the public hearing at 7:10 p.m.

### **2017/2018 General Fund Budget and all other Township Budgets**

Popp opened the public hearing on the General Fund Budget and all other Township Budgets at 7:11 p.m. and stated the following:

- This public hearing notice was published in the Traverse City Record-Eagle on March 12, 2017, and in the Elk Rapids News on March 16, 2017.
- The property tax millage rate proposed to be levied to support the proposed General Fund Budget and all other Township Budgets is 1 mill, reduced by Headlee to 0.6016 mills.
- General Fund: Proposed revenue from property taxes is \$118,600. State revenue sharing is approximately \$199,349. With all other incidental revenues, the total projected revenue is \$473,799. Transfers out to other funds, line item 999, is \$16,000 for street lights/gravel roads, \$100,000 to the Road Repair/Replacement Fund, \$42,000 to the Recreation Fund, and \$125,000 to the Ambulance Fund. Total budgeted expenditures for 2017/2018 in the General Fund are \$687,111. Of that, we will be using \$213,312 of fund balance.
- No written comments were received.
- Is there any public comment?

There were no comments or questions on the General Fund budget.

Moving to the Road Fund, Popp noted that anticipated revenues will be \$22,405, estimated expenditures of \$22,000, leaving \$405 for fund balance. Popp inquired if there were any questions from the public.

There were no comments or questions on the Road Fund budget.

Moving to the Road Repair/Replacement Fund, Popp noted that estimated revenues, including the transfer from the General Fund, is \$100,005. Anticipated expenditures are \$222,000, using \$121,995 from fund balance. Notable repairs include \$114,000 for Baggs Road, but we have confirmation of a lower number than that. The road commission is anticipating some additional work on Baggs Road after the intersection of Hoiles Drive and Lakeside Trail; we have potentially set aside approximately \$83,000 for that. That project has not been bid nor supported by the board at this time. Popp inquired if there were any questions.

There were no comments or questions on the Road Repair/Replacement Fund budget.

Moving to the Park Fund, Popp noted that we anticipate generating \$92,000 from camping fees and an additional \$10,000 from boat ramp fees. Total projected revenue is \$117,550. Notable plans include setting aside \$100,000 for a flush toilet facility at the boat launch/pavilion area, replacing the current pit toilets. Total budgeted expenditures are \$230,072. We will use \$112,522 from fund balance. Popp inquired if there were any questions from the public on the Park Fund.

There were no comments or questions on the Park Fund budget.

Moving to the Recreation Fund, Popp noted that this fund gets the majority, if not all, of its revenue from the General Fund. We are anticipating \$42,150 in revenue for this fund. Expenditures of note in the 2017/2018 budget are installation of playground equipment at Hi Pray Park, construction of a viewing platform near the lake at Battle Creek Natural Area, proposed benches near the basketball and tennis courts, and a tennis court backboard. As a contingency item, the board has discussed trail maintenance for the trails that were recently opened up after the August 2015 storm. Total budgeted expenditures are \$40,948, leaving \$1,202 for the fund balance. Popp inquired if there were any questions or comments.

There were no comments or questions on the Recreation Fund budget.

Moving to the Ambulance Replacement Fund, Popp noted that no revenue is anticipated for this budget year, no expenditures are anticipated for this budget year, and we are projecting a zero change in fund balance. Popp inquired if there were any questions on this fund.

There were no comments or questions on the Ambulance Replacement Fund budget.

Moving to the Public Improvement Fund, Popp noted we are anticipating no revenues for 2017/2018 and no expenditures. The fund should have a zero change in fund balance. Popp inquired if there were any comments.

There were no comments or questions on the Public Improvement Fund budget.

Moving to the Fire Capital Improvement Fund, Popp noted we are projecting \$300 in revenue, gained primarily from interest. We are budgeting \$133,000 in total expenditures, using \$132,700 from existing fund balance. Notable expenditures are \$133,000 for 50% of the renovations at 8380 Old M-72. Popp inquired if there were any public comments.

There were no comments or questions on the Fire Capital Improvement Fund budget.

Popp closed the public hearing on the General Fund and other Township Budgets at 7:27 p.m.

Popp inquired of board members if there were any questions, comments, or concerns about the budgets just discussed.

Regarding the Park Fund, Goss briefly reviewed information having to do with credit card processing fees. Currently, those fees are posted to the 740 operating expense line item, but Goss would like to add line item 749 in the Park Fund to track credit card processing fees separately, and move \$3,000 from line item 740 to line item 749, leaving \$6,000 in line item 740. The bottom line in this fund would not change.

Lawson stated it would be a good idea to itemize it out and know what you are spending on it.

There were no other comments from board members concerning the budget.

### **Reports/Presentations**

None

### **Unfinished Business**

#### **Emergency Services Building Renovation/Addition Project**

Goss provided updates as follows:

- Met with Charlie Kitchen today regarding taking the trees out behind the station. He said someone with a bucket truck would have to do it because the trees are going to have to come down in sections. Does the board want to put out a bid for that? Goss has called Bob Rauch but has not heard back yet. If the cost reaches \$20,000, sealed bids would be required.
- Attorney Chris Patterson has provided the contract for the licensed engineer. He also modified the Construction Agreement.
- Contacted Paul Olson with respect to insurance on the building. He originally said builders risk insurance should be carried by the general contractor. However, the Construction Agreement calls for it to be carried by the owner (Whitewater Township). Olson is going to provide a quote on the cost of this type of insurance.
- Regarding the sealed drawings, it was requested that they be provided by March 29. Goss will follow up on that.
- We should set a special meeting for next week to look at the licensed engineer agreement and the revised Construction Agreement, as well as the insurance quote and maybe the sealed drawings.

Brief discussion followed regarding availability of board members.

It was agreed that a special meeting will be set for Monday, April 3rd, at 7:00 p.m.

There was also brief discussion concerning the walnut trees behind the fire station. Goss reported that Kitchen indicated no one will give us anything for them, and Doug Parshall had said perhaps \$1,000 at best.

### **Update on Junk Complaint**

Zoning Administrator Weinzapfel provided a report on this topic.

There was very brief discussion; no action was taken.

### **Summer Maintenance Bid Form**

The question is how should “cleanup” be defined. Popp and Goss each provided definitions.

Discussion followed regarding what needs to be done at the cemeteries, where to dispose of leaves and other debris, maintenance work such as removal of overgrown bushes, maintenance of the newly opened trails at Battle Creek Natural Area, emptying of trash receptacles, possible creation of a parks/cemetery maintenance position, possible trail mowing to be done at Battle Creek Natural Area and Lossie Road Nature Trail, mowing of Petobego parking lot, interior campground mowing at Whitewater Township Park, and mowing of the entrance of Lossie Road Nature Trail off Cook Road.

It was noted that there will likely not be any mowing to be done at the fire/ambulance station in the summer of 2017.

This agenda item will be brought back on the April 11th agenda.

### **Baggs Road Agreement to Share Construction Costs**

Popp stated he would like to get approval for the clerk and supervisor to sign the cost share agreement.

Goss questioned the insertion of the \$95,000 number to represent Whitewater’s contribution and inquired where it came from. The bid price is \$291,930, but it appears Rogers wants to double the aggregate cost.

Popp stated each road commission is only going to contribute equal to one another. The 25% equal share between all the partners has fallen apart. Kalkaska County Road Commission (KCRC) has said they only have \$75,000. Popp stated this is a corrective motion; the 25% cannot stand.

Goss stated we have voted to contribute \$114,000 or 25% of the actual cost, whichever is less.

Popp replied that we can have a corrective motion; we can change our mind.

Actual cost of the project was discussed. The bid document shows the Payne & Dolan bid to be \$291,930.

Popp stated they want to double line item 4, which is \$42,880.

Adding those two figures, the total cost is \$334,810.

It was discussed that Kalkaska County has changed their mind on how much aggregate they want to use.

Goss noted that 25% of \$334,810 is \$83,702.50.

Popp stated now we know the road commissions are only good for \$150,000 combined.

The total cost of \$334,810 minus \$150,000 leaves \$184,810, which divided by 2 is \$92,405.

Popp stated that John Rogers has recommended that Whitewater pay \$95,000.

Goss pointed out that it is easy for Rogers to round off what we are going to pay. They have capped what they are going to pay, but they are expecting us to make up the difference.

Popp stated we need to make a corrective motion that eliminates the “25% or whichever is less” clause.

Benak stated it has always bothered her that the townships are footing more of this bill than the counties, who are actually the ones responsible and getting money for taking care of our roads, and we did the 25% to protect ourselves. They didn't ask us if we wanted to do 6,400 more tons of product.

Lawson and Goss agreed that if KCRC wants another \$42,880 worth of gravel put down, let Kalkaska County pay for it.

Popp stated he is asking the board to change the commitment level and make it \$95,000.

Goss stated she will not vote for any more than \$92,405.

**Motion by Popp that, instead of \$95,000, we fill in the blank with \$92,405.**

Discussion followed.

Goss requested a signed copy of the contract before cutting a check for our 50%.

**Motion by Popp to authorize the supervisor and the clerk to sign the Baggs Road Agreement to Share Construction Costs as attached Exhibit A and that the cost for Whitewater Township will be \$92,405.**

Goss said the motion should be amended to say “and that the maximum contribution of Whitewater Township will be \$92,405.”

Popp noted the first motion fails for lack of support.

**Motion by Benak, second by Popp, to authorize the supervisor and clerk to sign the Baggs Road Agreement to Share Construction Costs as attached Exhibit A and that the maximum contribution of Whitewater Township will be \$92,405.** There was no further discussion. **Roll call vote: Benak, yes; Goss, no; Hubbell, yes; Lawson, yes; Popp, yes. Motion carried.**

Popp stated there is a second motion to authorize a 50% down payment.

**Motion by Popp, second by Lawson, to authorize payment of \$46,202.50 to the Kalkaska County Road Commission for the reconstruction of Baggs Road as outlined in Exhibit A, as amended.**

**Goss stated she would like to amend the motion to say: Upon presentation of the signed contract between Kalkaska County Road Commission and Payne & Dolan.**

**Lawson supported the amendment.**

**Roll call vote: Goss, no; Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes. Motion carried.**

Popp will amend the document and supply it in Word format to the clerk’s office.

**Zoning Ordinance Amendment No. 68 (added)**

Goss’s memo dated 03/27/2017 describes the issue, i.e., her belief that Zoning Ordinance Amendment No. 68 was not properly adopted at the 03/14/2017 meeting. The memo states that the board should re-vote on the adoption of this amendment. Goss noted that Zoning Administrator Weinzapfel also sent an email stating that he agrees the motion was not specific enough and that it needs to be redone.

**Motion by Benak, second by Goss, to adopt Zoning Ordinance Amendment No. 68.**

Discussion followed.

**Roll call vote: Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes; Goss, yes. Motion carried.**

**New Business**

**Rural Fire - Letter from Fife Lake Township (added)**

Goss provided a letter from Fife Lake Township which was presented to the Rural Fire Board at their regular meeting on March 15. Goss noted that the Whitewater Township Board met on March 21 and this issue was not brought up. The letter says that there is a meeting to take place at Fife Lake Township on March 23rd, but no one else on the board knew about it. Then on the night of the 23rd, it is announced on the news that Fife Lake Township has voted to leave Rural

Fire. It turns out our supervisor knew about this for eight days and did not bother to mention anything to the board.

Goss stated she has had a discussion with Linda Forwerck, supervisor of Fife Lake Township, and is bringing to the attention of the board that Fife Lake Township has already voted to leave Rural, which calls into question the future of Rural.

Benak asked Popp, if he knew on the 15th that they were talking about this, why didn't you tell us.

Popp stated the 21st was a special meeting called just to discuss that.

Benak stated we have discussion at the end of every meeting and she wished Popp would have updated us because she would have gone to the meeting to get it firsthand what they were talking about, but since she had no idea they were having a meeting, she had no opportunity to go.

Popp stated he understands that.

Goss stated that Popp could have sent everyone an e-mail and just made us aware of it, with instructions not to reply so as not to violate the Open Meetings Act. Goss further stated we should form a subcommittee of two to start looking into some things. Goss will volunteer to be on the committee. This would be a committee to gather information from other townships of like size about options that might be available.

Benak asked if everyone has read the notes of the conversation between Forwerck and Goss. Benak stated Fife Lake is not staying, and Springfield will be going with them, which leaves Whitewater, Union and Paradise. She stated she does not see a future for Rural Fire, and Fife Lake will probably put a motion in to dissolve Rural Fire when they present their formal letter. Benak stated she would support that, and does not think it is in this township's best interest to wait until December 31 to say now we have to figure out another budget with only three townships and now we have to raise our rates and now we have to figure out how to pay a chief on three townships' input. If the resolution to dissolve is going to be put forward, she would support it and she thinks Whitewater Township needs to start preparing to operate their own fire station.

Goss added that she was told by Forwerck that Springfield Township provided a similar letter on March 15.

The subject of paying/hiring a chief and Rural Fire's plan to hire an assistant chief was briefly discussed.

Popp said he still sees a lot of benefits to Rural, although not as many cost share benefits, but he also sees a smaller department functioning different than what Rural does today. He also stated we do need to explore with Elk Rapids, and in the new budget year those discussions can take place. He noted Fife Lake is in a unique position.

Discussion followed regarding Fife Lake's complaints.

Lawson stated we have had meeting after meeting after meeting about Rural Fire. He is eager to do something different and is tired of dealing with Rural Fire. It has just been an ongoing soap opera. He stated he does not believe that they are going to survive; he does not think they can; it is coming unwound too fast now, and we need to start pursuing other things, whether it is other townships or our own.

Goss stated she will volunteer to start making some contacts and finding out what information is out there, such as budgets of other townships and how they fund their fire operations, how many people they are using, etc.

Popp stated he can supply most of that as he has been collecting information like that for at least a year, if not longer. He stated he would volunteer to be on the committee with Goss.

Goss stated she does not think Popp should be on the committee as he is trying to run Rural Fire. Popp could forward the information he has and Goss will fill in the missing pieces, without setting a deadline on it. Some information has already been gathered from Elk Rapids.

Tim Arbenowske stated the situation with the personnel at Fife Lake runs deeper than anybody really knows. He declined to provide many details except to report on a situation that happened with Scott Paks. He stated as far as Rural goes, if this is the demise of Rural, don't go out if you're going to get something at the end.

Brief discussion followed regarding equipment.

#### **2016/2017 Fiscal Year Budget Amendments**

Goss provided a memo on this agenda item and briefly explained the reasons for the General Fund and Recreation Fund budget amendments.

**Motion by Benak, second by Popp, to approve the General Fund and Recreation Fund budget amendments as outlined in Clerk's Memo dated 03/24/2017.** There was no further discussion. **Roll call vote: Lawson, yes; Popp, yes; Benak, yes; Goss, yes; Hubbell, yes. Motion carried.**

#### **Resolution #17-03 Salary for Supervisor 2017/2018**

**Motion by Lawson, second by Hubbell, to adopt Resolution #17-03.** There was no further discussion. **Roll call vote: Popp, yes; Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes. Motion carried.**

A true and complete copy of said resolution is attached to the minutes.

#### **Resolution #17-04 Salary for Clerk 2017/2018**

**Motion by Lawson, second by Benak, to adopt Resolution #17-04.** There was no further discussion. **Roll call vote: Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes. Motion carried.**

A true and complete copy of said resolution is attached to the minutes.

**Resolution #17-05 Salary for Treasurer 2017/2018**

**Motion by Goss, second by Popp, to adopt Resolution #17-05.** There was no further discussion. **Roll call vote: Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes. Motion carried.**

A true and complete copy of said resolution is attached to the minutes.

**Resolution #17-06 Salary for Trustee 2017/2018**

**Motion by Goss, second by Lawson, to adopt Resolution #17-06.** There was no further discussion. **Roll call vote: Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes; Goss, yes. Motion carried.**

A true and complete copy of said resolution is attached to the minutes.

**Resolution #17-07 General Appropriations Act 2017/2018**

**Motion by Hubbell, second by Lawson, to adopt Resolution #17-07.** There was no objection to the clerk's earlier suggestion to add line item 749, Credit Card Processing Fees, and move \$3,000 from line item 740 to line item 749. Popp inquired if that change would need to be published ahead of time. Goss replied no, adding that she made the comment while the public was still here and that there is no change in the amount of the projected expenditures. **Roll call vote: Lawson, yes; Popp, yes; Benak, yes; Goss, yes; Hubbell, yes. Motion carried.**

A true and complete copy of said resolution is attached to the minutes.

**Salary/Wage Schedule 2017/2018**

Goss noted that no changes were made to the Salary/Wage schedule this year.

**Motion by Hubbell, second by Lawson, to approve Salary/Wage Schedule 2017/2018.** There was no further discussion. **Roll call vote: Popp, yes; Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes. Motion carried.**

**Graded Wage Schedule 2017/2018**

Goss noted that the last change to the Graded Wage Scale was made on 05/10/2016 when a final decision was made on No. 9 in the Guidelines. Also, the wages for Medical First Responder were added back to the document.

**Motion by Lawson, second by Hubbell, to adopt Whitewater Township Graded Wage Scale for 2017/2018.** There was no further discussion. **Roll call vote: Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes. Motion carried.**

**2017 County Road Improvement Agreement (Brining)**

Goss noted that the prices are exactly the same as last year.

There was agreement to choose three applications.

**Motion by Lawson, second by Popp, to accept the brining contract and have the township supervisor and clerk sign the document, choosing three applications for 2017.** There was no further discussion. **Roll call vote: Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes. Motion carried.**

#### **Cleanup Date and Vendor Information**

Benak said the information is the same as last year. She contacted American Waste only because the other people she contacted last year did not fit our needs. Waste Management does not do trucks; they do dropoffs, big bins, no help. Area Waste would bring the trucks, but once they are full, they cannot drop it off anywhere, and they only have three trucks.

Benak reported that it is the same price as last year. She did tell Mark from American Waste that she was not pleased with them subcontracting last year. It took them longer to dump and come back. According to the invoice, we did more compacted yards last year than the year before.

Popp noted that the trucks can haul 25 yards.

Benak provided detail on the number of cubic yards and tires last year. Don Erickson said he would be there again.

The available dates are June 10th or June 17th. It was agreed that the preferred date is June 10th.

**Motion by Hubbell, second by Lawson, to approve the contract with American Waste, to hold the cleanup day on June 10th, and to authorize the treasurer to sign the contract with American Waste.** Benak will fill out the form for the school. **Roll call vote: Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes. Motion carried.**

#### **Tabled Items**

##### **Review Administrative Policy Section 5 (tabled 10/14/2014)**

This agenda item will remain tabled.

##### **Review Ordinance 22 Pension Plan (tabled 10/25/2016)**

This agenda item will remain tabled.

##### **Review Whitewater Township Planning & Zoning Fees (tabled 02/28/2017)**

This agenda item will remain tabled.

#### **Board Comments/Discussion**

Regarding the spring newsletter, Benak asked for articles. She stated Goss has a great idea; she wants to have a contest with the schools for a new logo for the park.

There was no objection to the logo contest.

The deadline for articles is Monday, April 3.

**Announcements**

Next regular meeting is 4/11/2017 at 7:00 p.m. Next special meeting is 4/3 at 7:00 p.m.

**Public Comment**

None

**Adjournment**

Motion by Hubbell, second by Goss, to adjourn. On voice vote, all those present voted in favor, none opposed. Meeting adjourned at 9:30 p.m.

Respectfully submitted,

Cheryl A. Goss  
Whitewater Township Clerk

DRAFT

**Whitewater Township Board  
Minutes of Special Meeting held April 3, 2017**

**Call to Order**

Clerk Goss called the meeting to order at 7:02 p.m. at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan.

**Lawson nominated Hubbell to run the meeting, second by Benak.** There was no further discussion. **On voice vote, all those present voted in favor, none opposed, Popp absent. Nomination approved.**

**Roll Call of Board Members**

Board Members present: Benak, Goss, Hubbell, Lawson

Board Members absent: Popp

Others present: 10

**Set/Adjust Meeting Agenda**

There were no adjustments.

**Declaration of Conflict of Interest**

None

**Public Comment**

None

**Agenda Item(s) as Listed in Special Meeting Notice**

**Emergency Services Building Renovation/Addition Project**

Goss explained the builders risk insurance and the option to carry it ourselves or ask the general contractor to provide it. Insurance agent Paul Olson provided a quote for \$1,139 annual premium.

Lawson noted the other part is that we know exactly what the cost is, whereas if it gets mixed in with the bid, we could be paying a lot more without realizing it.

Hubbell stated, if his memory serves him right, at the last meeting we had a consensus that it was probably the smart thing for us to carry the insurance.

Goss will call Paul Olson and tell him to add it to our policy.

**Motion by Lawson, second by Benak, for the township to add builders risk for 1 year to the fire hall at a cost of \$1,139 and Goss to set it up with Paul Olson from Municipal Underwriters of West Michigan.** There was no further discussion. **Roll call vote: Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes; Popp, absent. Motion carried.**

The Professional Engineer Agreement was recently provided by Attorney Patterson. Upon review, the following revisions were made:

- First page, second paragraph, the “August 9, 2016” date will change when the sealed plans are received.
- First page, second paragraph, 6th line will be changed to read as follows, “. . . Fire/Ambulance Station will **contain meeting/day rooms**, new kitchen . . .”
- First page, second paragraph, 8th line, delete “and new parking lot . . .”
- Throughout the document, where it says “Construction Manager and Principal Contractor” or “Construction Manager,” it will be changed to “General Contractor.”

In Article 3.1, Payments and Compensation to the Engineer, the “not to exceed” language was discussed. It was agreed that Goss will contact Pressel regarding the not-to-exceed amount.

Also in Article 3.1, it was noted that the rate for Direct Designs should be changed to \$50 per hour. Goss will contact Rudy regarding the not-to-exceed amount.

Lawson requested that Goss inquire of Pressell if he requires an initial payment and, if so, how much.

In Article 3.5, the reference to “services not completed within 36 months” was discussed. It was agreed that Goss will contact Attorney Patterson to inquire why 36 months is allowed in this section and whether it can be reduced.

The liability limits in Article 5 were discussed. The need for the engineer to carry automobile liability was questioned. It was agreed that Goss will ask Patterson if the auto liability can be deleted.

Hubbell suggested that Goss be given the authority to check on these few things and get them corrected.

**Motion by Lawson, second by Goss, that the board authorize Clerk Goss to update the document as discussed with the attorney. There was no further discussion. On voice vote, all those present voted in favor, none opposed, Popp absent. Motion carried.**

Moving to the Construction Agreement, Goss noted the changes she made pursuant to the board’s March 21 meeting. Also at that time, the board asked Patterson to draft the engineer agreement, and when he did so, he made some revisions to the Construction Agreement. The principal change was in paragraph 2, Services to Be Provided, where Patterson added “1) acting as the Principal Contractor” and removed all of the wording in part 7), which applied to the engineer.

Goss reviewed with the board a handful of Construction Agreement changes agreed to by the board on 3/21 which need to be transferred into Patterson’s revised document.

Referring to Patterson’s e-mail of 3/25 and his statement about insurance limits, Goss suggested the board agree to the limits that Pressell already has in place and ask if he will provide those.

Regarding sealed drawings, Goss noted they were not received by the requested date of 3/29. On 3/31, via e-mail, Goss inquired of Pressell if a date could be provided for completion of the drawings. As of today, there has been no reply.

Hubbell asked that Goss follow up tomorrow or the next day on that.

It was agreed that the cover letter with instructions to bidders and the Invitation to Bid legal notice will contain the following language: All bidders or their representative must attend the mandatory pre-bid inspection of the premises on (date) at (time).

Removal of trees behind the fire station was discussed. It was agreed that Goss will contact Bob Rauch for a preliminary quote on taking down the trees.

Removal of the siren was discussed. It was suggested Rauch be asked to look at that as well.

### **Board Comments/Discussion**

None

### **Announcements**

The next township board meeting is 4/11 at 7:00 p.m. Hubbell stated he will not be present.

### **Public Comment**

Andrew Jeurink, 8601 Church Street, asked if the board is going to take care of the trash on his property from the recycling bin anytime soon, because it is getting really messy and he would appreciate it.

Tim Arbenowske, 6408 Elk View Drive, stated he wants to make sure they are well informed (when work will start on the building) because they have 8 vehicles in and around the building and he wants to have an open line of communication because they are still going to be a functioning fire station.

Brief discussion followed regarding disposal of items from the mezzanine area at the station, dumpster rental, and temporary storage for office items.

Benak reported that Cleanup Day is June 10th and asked for a fire truck to be in attendance.

Nick Carpenter said they will do so.

Goss will send e-mails to Carpenter and Bernelis (MMR) about emergency vehicles at Cleanup Day.

There was brief discussion about items of value in the mezzanine which could be sold, i.e., old VHF radios, a stretcher.

**Adjournment**

Motion by Lawson, second by Goss, to adjourn. Meeting adjourned at 7:53 p.m.

Respectfully submitted,

Cheryl A. Goss  
Whitewater Township Clerk

DRAFT

**Bills for Approval  
April 11, 2017**

**ALDEN STATE BANK**  
PAYROLL 3/17  
ACCTS PAYABLE 3/21  
REISSUED CHECK  
PAYROLL 3/31  
ACCTS PAYABLE 3/31  
ACCTS PAYABLE 4/6

**41516 - 41577**  
41516 - 41528  
41529 - 41541  
41542  
41543 - 41558  
41559 - 41571  
41572 - 41577

Gross Payroll \$5,450.59  
Grand Total \$13,248.32  
Replacement for Ck #41217  
Gross Payroll \$5,552.69  
Grand Total \$3,916.85  
Grand Total \$1,914.39

**FIRST COMMUNITY BANK - MIAMI BEACH 1187 - 1188**  
ACCTS PAYABLE 3/21 1187  
ACCTS PAYABLE 3/31 1188

Grand Total \$130.25  
Grand Total \$37.66

**FIRST COMMUNITY BANK - WMDLS**

**ALDEN STATE BANK - MONEY MARKET**

# Check Register Report

Bills for Approval

Date: 04/07/2017

Time: 2:57 pm

Page: 1

Whitewater Township

BANK: ALDEN STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>ALDEN STATE BANK Checks</b>							
41529	03/21/2017	Printed		AD ASSESS	AD ASSESSING INC	MARCH 2017	1,768.00
41530	03/21/2017	Printed		ARDELLA	ARDELLA BENAK	3/07-3/20/2017	223.32
41531	03/21/2017	Printed		AT&T-PARK	AT&T	3/01-3/31/2017	58.50
41532	03/21/2017	Printed		GOSS	CHERYLA GOSS, PETTY CASHIER	11/01/2016-2/16/2017	127.74
41533	03/21/2017	Printed		C GOSS	CHERYL GOSS	2/23-3/17/2017	197.83
41534	03/21/2017	Printed		CONSUMERS	CONSUMERS ENERGY	2/14-3/14/2017	2,204.06
41535	03/21/2017	Printed		EFTPS	EFTPS	3/03/2017 PAYROLL	943.02
41536	03/21/2017	Printed		FUELMAN	FUELMAN	FUEL FOR EXPEDITION	49.54
41537	03/21/2017	Printed		GTC TREAS	GRAND TRAVERSE CO TREASURER	PRE APPEALS DEC 2016-FEB 2017	422.35
41538	03/21/2017	Printed		SNIDER REC	SNIDER RECREATION, INC.	50% DEPOSIT HIPRAY PARK	6,336.43
41539	03/21/2017	Printed		STAPLES	STAPLES CREDIT PLAN	CLERK/TWP BOARD	184.38
41540	03/21/2017	Printed		STATE TAX	STATE OF MICHIGAN - TREASURY	3/03/2017 PAYROLL	148.70
41541	03/21/2017	Printed		WAARA TECH	WAARA TECHNOLOGIES	NETWORK ROUTER REPLACEMENT	584.45
41559	03/31/2017	Printed		BLUE WATER	BLUE WATER INK AND TONER	Ink Cartridge - DepClk Printer	69.00
41560	03/31/2017	Printed		BRICK HOUS	BRICK HOUSE INTERACTIVE	Park Online Reservation Site	365.00
41561	03/31/2017	Printed		CHERRYLANI	CHERRYLAND ELECTRIC COOP	M72 & Moore Rd	43.33
41562	03/31/2017	Printed		CONSUMERS	CONSUMERS ENERGY	02/14 through 03/24/2017	62.26
41563	03/31/2017	Printed		DIRECT DES	DIRECT DESIGNS	Additional 30 hours of design	1,500.00
41564	03/31/2017	Printed		DTE ENERGY	DTE ENERGY	02/20 thru 03/20/2017	153.77
41565	03/31/2017	Printed		EFTPS	EFTPS	Payroll 03/17/2017	1,037.57
41566	03/31/2017	Printed		ER NEWS	ELK RAPIDS NEWS LLC	Budget Public Hearing Notice	105.00
41567	03/31/2017	Printed		GMOSE	GMOSE'S SEPTIC SERVICE, INC	Sewer Skid - 8380 Old M-72	225.50
41568	03/31/2017	Printed		GTC TREAS	GRAND TRAVERSE CO TREASURER	Publication of Mar 2017 BOR	34.49
41569	03/31/2017	Printed		POPP	RON POPP	March BOR Meals	75.05
41570	03/31/2017	Printed		STATE TAX	STATE OF MICHIGAN - TREASURY	Payroll 03/17/2017	158.46
41571	03/31/2017	Printed		UNIFI EQ	UNIFI EQUIPMENT FINANCE, INC.	Color Copier Lease	87.42
41572	04/06/2017	Printed		365 OUTD	365 OUTDOOR	Mar 2017	130.00
41573	04/06/2017	Printed		AT&T-CELL	AT&T MOBILITY	03/23/17 thru 04/22/17	45.45
41574	04/06/2017	Printed		FAHEY	FAHEY SCHULTZ BURZYCH RHODES	Zon Admr - Site Condo Project	875.00
41575	04/06/2017	Printed		GT BAND	GT BAND OTTAWA & CHIPPEWA	01/01/17 thru 03/31/17	76.37
41576	04/06/2017	Printed		RECORD-TC	TRAVERSE CITY RECORD EAGLE	Budget Public Hrg Legal Notice	80.50
41577	04/06/2017	Printed		VISA	VISA	Credit 300 Euro to Beds24	707.07
<b>Total Checks: 32</b>						<b>Checks Total (excluding void checks):</b>	<b>19,079.56</b>
<b>Total Payments: 32</b>						<b>Bank Total (excluding void checks):</b>	<b>19,079.56</b>

Check Register Report

Bills for Approval

Date: 04/07/2017

Time: 2:57 pm

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Whitewater Township

BANK: FIRST COMMUNITY BANK MB

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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**FIRST COMMUNITY BANK MB Checks**

1187	03/21/2017	Printed		GTC TREAS	GRAND TRAVERSE CO TREASURER	SEWER EXP FOR JAN 2017	130.25
1188	03/31/2017	Printed		GTC TREAS	GRAND TRAVERSE CO TREASURER	DPW Expenses Feb 2017	37.66

<b>Total Checks: 2</b>	<b>Checks Total (excluding void checks):</b>	<b>167.91</b>
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<b>Total Payments: 2</b>	<b>Bank Total (excluding void checks):</b>	<b>167.91</b>
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<b>Total Payments: 34</b>	<b>Grand Total (excluding void checks):</b>	<b>19,247.47</b>
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**INVOICE APPROVAL LIST BY FUND REPORT**

Bills for Approval 04/11/2017

Date: 04/07/2017

Time: 2:59 pm

Page: 1

Whitewater Township

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Fund: 101 GENERAL FUND</b>							
<b>Dept: 101 Township Board</b>							
101-101-727	Office Supplies & Exp STAPLES CREDIT PLAN		CLERK/TWP BOARD	41539	03/09/2017	03/21/2017	147.32
							<u>147.32</u>
101-101-901	Publishing ELK RAPIDS NEWS LLC		Budget Public Hearing Notice	41566	03/31/2017	03/31/2017	105.00
	TRAVERSE CITY RECORD E	03172055	Budget Public Hrg Legal Notice	41576	03/31/2017	04/06/2017	80.50
							<u>185.50</u>
101-101-964	Refunds GRAND TRAVERSE CO TRE	DEC 2016-FEB 2017	PRE APPEALS DEC 2016-FEB	41537	03/21/2017	03/21/2017	422.35
							<u>422.35</u>
<b>Total Dept. Township Board:</b>							<b>755.17</b>
<b>Dept: 195 Elections</b>							
101-195-860	Mileage Reimburse CHERYL GOSS		2/23-3/17/2017	41533	03/20/2017	03/21/2017	16.05
							<u>16.05</u>
101-195-865	Meal/Lodging Expens CHERYLA GOSS, PETTY CA		11/01/2016-2/16/2017	41532	03/21/2017	03/21/2017	98.00
							<u>98.00</u>
<b>Total Dept. Elections:</b>							<b>114.05</b>
<b>Dept: 209 Assessor</b>							
101-209-807	Assessing Services AD ASSESSING INC		MARCH 2017	41529	03/01/2017	03/21/2017	1,768.00
							<u>1,768.00</u>
<b>Total Dept. Assessor:</b>							<b>1,768.00</b>
<b>Dept: 210 Attorney</b>							
101-210-801	Legal Services FAHEY SCHULTZ BURZYCH	36293	8380 Old M-72 Project	41574	03/31/2017	04/06/2017	818.00
	FAHEY SCHULTZ BURZYCH	36293	Zon Admr - Site Condo Project	41574	03/31/2017	04/06/2017	57.00
							<u>875.00</u>
<b>Total Dept. Attorney:</b>							<b>875.00</b>
<b>Dept: 215 Clerk</b>							
101-215-727	Office Supplies & Exp BLUE WATER INK AND TONE	11920	Ink Cartridge - DepCk Printer	41559	03/31/2017	03/31/2017	69.00
	STAPLES CREDIT PLAN		CLERK/TWP BOARD	41539	03/09/2017	03/21/2017	37.06
							<u>106.06</u>
101-215-860	Mileage Reimburse CHERYL GOSS		2/23-3/17/2017	41533	03/20/2017	03/21/2017	144.45
							<u>144.45</u>
101-215-865	Meal/Lodging Expens CHERYL GOSS		MEALS AT CLERK INSTITUTE	41533	03/21/2017	03/21/2017	37.33
	VISA		MAMC Institute Lodging	41577	03/28/2017	04/06/2017	382.50
							<u>419.83</u>
<b>Total Dept. Clerk:</b>							<b>670.34</b>
<b>Dept: 247 Board of Review</b>							
101-247-865	Meal/Lodging Expens RON POPP		March BOR Meals	41569	03/31/2017	03/31/2017	75.05
							<u>75.05</u>

**INVOICE APPROVAL LIST BY FUND REPORT**

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Whitewater Township

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-247-901	Publishing						
	GRAND TRAVERSE CO TRE/	92996	Publication of Mar 2017 BOR	41568	03/31/2017	03/31/2017	34.49
							<u>34.49</u>
							<b>Total Dept. Board of Review: 109.54</b>
<b>Dept: 253 Treasurer</b>							
101-253-860	Mileage Reimburseme						
	ARDELLA BENAK		12/06-12/20/2016	41530	03/03/2017	03/21/2017	23.76
	ARDELLA BENAK		1/09-3/03/2017	41530	03/03/2017	03/21/2017	154.62
	ARDELLA BENAK		3/07-3/20/2017	41530	03/20/2017	03/21/2017	44.94
							<u>223.32</u>
							<b>Total Dept. Treasurer: 223.32</b>
<b>Dept: 265 Township Hall &amp; Groun</b>							
101-265-845	Snowplowing Service:						
	365 OUTDOOR	13020	Mar 2017	41572	04/04/2017	04/06/2017	80.00
							<u>80.00</u>
101-265-922	Electricity						
	CONSUMERS ENERGY	206255119097	2/14-3/14/2017	41534	03/14/2017	03/21/2017	141.93
							<u>141.93</u>
101-265-923	Electric Heat						
	CONSUMERS ENERGY	206255119102	2/14-3/14/2017	41534	03/14/2017	03/21/2017	452.46
							<u>452.46</u>
101-265-930	Facility Repairs/Maint						
	CHERYL A GOSS, PETTY CA		11/01/2016-2/16/2017	41532	03/21/2017	03/21/2017	13.95
							<u>13.95</u>
101-265-931	Office Equipment Rep						
	UNIFI EQUIPMENT FINANCE	283348	Color Copier Lease	41571	03/31/2017	03/31/2017	87.42
	WAARA TECHNOLOGIES	3223	NETWORK ROUTER REPLACE	41541	03/02/2017	03/21/2017	584.45
							<u>671.87</u>
							<b>Total Dept. Township Hall &amp; Grounds: 1,360.21</b>
<b>Dept: 276 Cemetery</b>							
101-276-922	Electricity						
	CONSUMERS ENERGY	204386338092	2/14-3/14/2017	41534	03/14/2017	03/21/2017	22.57
							<u>22.57</u>
							<b>Total Dept. Cemetery: 22.57</b>
							<b>tal Fund GENERAL FUND: 5,898.20</b>
<b>Fund: 203 ROAD FUND</b>							
<b>Dept: 446 Road Right of Way</b>							
203-446-921	Street Lights						
	CHERRYLAND ELECTRIC CC		M72 & Cook Rd	41561	03/31/2017	03/31/2017	14.81
	CHERRYLAND ELECTRIC CC		M72 & Skegemog Point Rd	41561	03/31/2017	03/31/2017	14.81
	CHERRYLAND ELECTRIC CC		M72 & Moore Rd	41561	03/31/2017	03/31/2017	13.71
							<u>43.33</u>
							<b>Total Dept. Road Right of Way: 43.33</b>
							<b>Total Fund ROAD FUND: 43.33</b>
<b>Fund: 206 FIRE FUND</b>							
<b>Dept: 336 Fire Dept</b>							
206-336-739	Fuel & Oil						

**INVOICE APPROVAL LIST BY FUND REPORT**

Bills for Approval 04/11/2017

Date: 04/07/2017

Time: 2:59 pm

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Whitewater Township

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	FUELMAN	PAID 3/15/17	FUEL FOR EXPEDITION	41536	03/06/2017	03/21/2017	49.54
							<u>49.54</u>
206-336-845	Snowplowing Service: 365 OUTDOOR	13020	Mar 2017	41572	04/04/2017	04/06/2017	50.00
							<u>50.00</u>
206-336-920	Natural Gas DTE ENERGY		02/20 thru 03/20/2017	41564	03/31/2017	03/31/2017	76.89
							<u>76.89</u>
206-336-922	Electricity CONSUMERS ENERGY	204386338066	2/14-3/14/2017	41534	03/14/2017	03/21/2017	750.55
							<u>750.55</u>
206-336-928	Water GT BAND OTTAWA & CHIPPE		01/01/17 thru 03/31/17	41575	03/31/2017	04/06/2017	38.18
							<u>38.18</u>
							<b>Total Dept. Fire Dept: 965.16</b>
							<b>Total Fund FIRE FUND: 965.16</b>
<b>Fund: 208 PARK FUND</b>							
<b>Dept: 756 Township Park</b>							
208-756-727	Office Supplies & Exp CHERYL A GOSS, PETTY CA		11/01/2016-2/16/2017	41532	03/21/2017	03/21/2017	15.79
							<u>15.79</u>
208-756-740	Operating Expense & VISA		Credit 300 Euro to Beds24	41577	03/28/2017	04/06/2017	324.57
							<u>324.57</u>
208-756-851	Internet/Website BRICK HOUSE INTERACTIVE	032217WWT	Park Online Reservation Site	41560	03/31/2017	03/31/2017	365.00
							<u>365.00</u>
208-756-922	Electricity CONSUMERS ENERGY	203140405130	2/15-3/15/2017	41534	03/15/2017	03/21/2017	26.59
	CONSUMERS ENERGY	203140405141	2/15-3/15/2017	41534	03/15/2017	03/21/2017	30.06
							<u>56.65</u>
208-756-924	Telephone AT&T	231267509103	3/01-3/31/2017	41531	03/01/2017	03/21/2017	58.50
							<u>58.50</u>
208-756-925	Cellular Phone AT&T MOBILITY		03/23/17 thru 04/22/17	41573	03/31/2017	04/06/2017	45.45
							<u>45.45</u>
							<b>Total Dept. Township Park: 865.96</b>
							<b>Total Fund PARK FUND: 865.96</b>
<b>Fund: 209 RECREATION FUND</b>							
<b>Dept: 757 Recreation</b>							
209-757-922	Electricity CONSUMERS ENERGY	206255119095	2/14-3/14/2017	41534	03/14/2017	03/21/2017	29.35
	CONSUMERS ENERGY		02/14 through 03/24/2017	41562	03/31/2017	03/31/2017	62.26
							<u>91.61</u>
209-757-970	Capital Expenditure SNIDER RECREATION, INC.	3750D	50% DEPOSIT HIPRAY PARK	41538	03/20/2017	03/21/2017	6,336.43

**INVOICE APPROVAL LIST BY FUND REPORT**

Bills for Approval 04/11/2017

Date: 04/07/2017

Time: 2:59 pm

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Whitewater Township

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<b>6,336.43</b>
							<b>Total Dept. Recreation: 6,428.04</b>
							<b>Fund RECREATION FUND: 6,428.04</b>
<b>Fund: 210 AMBULANCE FUND</b>							
<b>Dept: 651 Ambulance</b>							
210-651-812	Septic Services						
	GMOSEY'S SEPTIC SERVICE	30531	Sewer Skid - 8380 Old M-72	41567	03/31/2017	03/31/2017	225.50
							<b>225.50</b>
210-651-920	Natural Gas						
	DTE ENERGY		02/20 thru 03/20/2017	41564	03/31/2017	03/31/2017	76.88
							<b>76.88</b>
210-651-922	Electricity						
	CONSUMERS ENERGY	204386338066	2/14-3/14/2017	41534	03/14/2017	03/21/2017	750.55
							<b>750.55</b>
210-651-928	Water						
	GT BAND OTTAWA & CHIPPE		01/01/17 thru 03/31/17	41575	03/31/2017	04/06/2017	38.19
							<b>38.19</b>
210-651-970	Capital Expenditure						
	DIRECT DESIGNS	17-215-4	Additional 30 hours of design	41563	03/31/2017	03/31/2017	750.00
							<b>750.00</b>
							<b>Total Dept. Ambulance: 1,841.12</b>
							<b>Fund AMBULANCE FUND: 1,841.12</b>
<b>Fund: 406 FIRE CAPITAL IMPROV</b>							
<b>Dept: 000</b>							
406-000-970	Capital Expenditure						
	DIRECT DESIGNS	17-215-4	Additional 30 hours of design	41563	03/31/2017	03/31/2017	750.00
							<b>750.00</b>
							<b>Total Dept. 000: 750.00</b>
							<b>AL IMPROVEMENT FUND: 750.00</b>
<b>Fund: 590 MIAMI BEACH SEWER</b>							
<b>Dept: 000</b>							
590-000-805	Contracted Services-I						
	GRAND TRAVERSE CO TRE/	92942	SEWER EXP FOR JAN 2017	1187	01/31/2017	03/21/2017	130.25
	GRAND TRAVERSE CO TRE/	93059	DPW Expenses Feb 2017	1188	03/31/2017	03/31/2017	37.66
							<b>167.91</b>
							<b>Total Dept. 000: 167.91</b>
							<b>MI BEACH SEWER FUND: 167.91</b>
<b>Fund: 750 PAYROLL CLEARING F</b>							
<b>Dept: 000</b>							
750-000-258	Accrued Payroll Taxes:						
	EFTPS	270746762676130	3/03/2017 PAYROLL	41535	03/08/2017	03/21/2017	943.02
	EFTPS		Payroll 03/17/2017	41565	03/31/2017	03/31/2017	1,037.57
	STATE OF MICHIGAN - TREA	SMIBUS000960978	3/03/2017 PAYROLL	41540	03/03/2017	03/21/2017	148.70
	STATE OF MICHIGAN - TREA		Payroll 03/17/2017	41570	03/31/2017	03/31/2017	158.46
							<b>2,287.75</b>

**INVOICE APPROVAL LIST BY FUND REPORT**

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Whitewater Township

<b>Fund/Dept/Acct</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Invoice Desc.</b>	<b>Check #</b>	<b>Due Date</b>	<b>Check Date</b>	<b>Amount</b>
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**Total Dept. 000:** 2,287.75

**WYROLL CLEARING FUND:** 2,287.75

**Grand Total:** 19,247.47

**To:** Whitewater Township Board  
**From:** Cheryl A. Goss, Clerk  
**Date:** 04/07/2017  
**Re:** **8380 Old M-72 Renovation/Addition Project**

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Updates since the 04/03/2017 Township Board meeting:

1. Paul Olson was notified that we wish to add the builders risk insurance to our policy on the fire/ambulance station. It will become effective May 1, 2017.
2. All revisions have been made to the Professional Engineer Agreement as discussed 4/3. Waiting to hear back from Attorney Patterson regarding our questions on Article 3.5 (36 months language) and the need for the automobile liability insurance. Once those are resolved, I will send the contract to Pressell and ask him about the not-to-exceed amount, whether he requires an initial payment, and his current insurance policy limits.
3. All of the board's revisions have been made to the revised Construction Agreement provided by Patterson on 3/25. I do wonder whether "or circumstances beyond the control of the General Contractor" should be added to paragraph 11, Time of Performance, on page 5. The entire revised document is attached.
4. Regarding receipt of sealed drawings, the following e-mail message from Mark Pressell came in on the evening of 4/3, but I did not see it before our meeting: [I will work with Mr Rudy this week to get the plans revised for resubmittal to the code office.](#) Dan Rudy also called today about a handicap entrance on the west side, so I know they are trying to finalize the drawings and I expect to see them soon.
5. The cover sheet with Instructions to Bidders and the legal notice have been revised with the mandatory attendance at pre-bid inspection language.
6. Bob Rauch has been contacted about removal of trees and the siren behind the fire station. He said he would have a quote to us by Monday, 4/10. Park ranger Brian Cobb reports that we can find room for the logs and brush at the park, so I told Bob that all of the logs, limbs, brush, etc. would have to be hauled there. It was my thought that the siren itself should be kept, but the structure could be disposed of. What are the board's thoughts?
7. Lastly, I called Chuck at Excel Site Rentals today and inquired how soon the heaters could be shut off under the portable housing unit. He said they can probably do it as soon as next week, worst case scenario later in April. This should go a long way toward reducing the electrical bill for 8380 Old M-72.

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## CONSTRUCTION AGREEMENT

This "Construction Agreement" (hereinafter "Agreement"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Whitewater Township**, whose address is, for purposes of this Agreement, **5777 Vinton Rd, Williamsburg MI 49690** (hereinafter "OWNER") and \_\_\_\_\_, a **Michigan Corporation**, whose address is, for purposes of this Agreement, \_\_\_\_\_, **Michigan** \_\_\_\_\_ (hereinafter "GENERAL CONTRACTOR").

OWNER'S property is located at 8380 Old M-72, Williamsburg, MI 49690, where OWNER intends to renovate an approximate 800 square foot portion of the existing Fire/Ambulance Station AND construct an approximate 20' x 80' addition to the Fire/Ambulance Station (the "PROJECT"). The scope of this PROJECT is as set forth in **Architectural Plans and Specifications** dated as of \_\_\_\_\_ and prepared by Direct Designs and signed by Mark A. Pressell, Licensed Professional Engineer. The **Renovation/Addition of the Fire/Ambulance Station** will contain meeting/day rooms, new kitchen, two new full bathrooms, two new bedrooms, a new workout room, a new equipment bay, two new covered porches, new septic tanks and drain field, all as more fully described in the **Architectural Plans and Specifications**.

OWNER desires to retain the services of \_\_\_\_\_ to act as the General Contractor for the PROJECT and \_\_\_\_\_ desires to provide General Contractor services, as hereinafter provided.

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

1. **Engagement of General Contractor.** OWNER does hereby engage \_\_\_\_\_ as the GENERAL CONTRACTOR, and GENERAL CONTRACTOR does hereby accept said engagement to act as the GENERAL CONTRACTOR on the PROJECT, all pursuant to and in accordance with the provisions of this Agreement. GENERAL CONTRACTOR acknowledges that OWNER will need to obtain from the local as well as other governmental agencies and utility companies various consents, approvals, variances and/or waivers so as to allow construction of the PROJECT, as designed and intended. In connection therewith, in the event that OWNER doesn't receive necessary consents, approvals, variances and/or waivers, or should the PROJECT not proceed, for any reason, then this Agreement shall be deemed null and void and of no further effect, and OWNER shall reimburse GENERAL CONTRACTOR for any and all expenses and time incurred by GENERAL CONTRACTOR, including expenses and time incurred to cancel and close the job in furtherance of this Agreement.

2. **Services to Be Provided.** A. GENERAL CONTRACTOR shall provide all "General Contractor" services and oversight (as that term is normally understood in the industry) relative to the construction of the PROJECT, including those services defined herein, from commencement through completion, in accordance with and pursuant to the **Architectural Plans and Specifications**, which are attached to this Agreement as Appendix A and incorporated by reference. The services shall include, but not be limited to: 1) acting as the Principal Contractor;

2) oversight of the PROJECT, 3) coordination and obtaining all necessary licenses and permits and approvals that are not the responsibility of the OWNER, such as building permits, 4) coordination of all site work to construct and complete the PROJECT, including utility installation, obtaining bids from subcontractors, and the hiring of all subcontractors involved to construct and complete the PROJECT, 5) coordination and obtaining of all waivers of liens from suppliers, subcontractors, and materialmen, 6) preparation and submission of any and all Sworn Statements, 7) attendance, as necessary at any local hearings and the coordination, attendance and obtaining of any other approvals, permits and inspections necessary from any state, county or local municipality or agency relative to the PROJECT, 8) the maintenance of records related to the construction of the PROJECT as hereinafter more fully delineated, 9) all administrative coordination, accounting, payment disbursements and any other administrative requirements, and 10) provide insurance in accordance with paragraph 9 hereinafter. Costs and items not included within the scope of this work are the cost of utility company connections, transformers and associated equipment.

B. GENERAL CONTRACTOR will use its best efforts in obtaining competitive bids from all subcontractors and material suppliers, taking into consideration the experience and competency of all such entities. GENERAL CONTRACTOR shall advise OWNER on the hiring of all subcontractors, materialmen, and suppliers. GENERAL CONTRACTOR shall cooperate with the OWNER to terminate any subcontractors, materialmen and suppliers which it determines are not performing to OWNER's satisfaction (or to satisfaction of the supervising Professional Engineer) or in accordance with the **Architectural Plans and Specifications**. GENERAL CONTRACTOR shall require all subcontractors, materialmen and suppliers to comply with the requirements set forth in the **Architectural Plans and Specifications** imposed upon GENERAL CONTRACTOR and as set forth in this Agreement.

C. GENERAL CONTRACTOR will be working with the architectural and/or engineering services as necessary to construct the PROJECT in accordance with the **Architectural Plans and Specifications**. GENERAL CONTRACTOR shall build the PROJECT in accordance with the **Architectural Plans and Specifications**. The **Architectural Plans and Specifications** may be modified from time to time by OWNER provided that they are contained in a Change Order reflecting the change and any cost changes associated with the Change Order. GENERAL CONTRACTOR shall cooperate with OWNER, architects and engineers in the best interests of the PROJECT.

3. **FEES FOR SERVICES.** The compensation to be paid to GENERAL CONTRACTOR for the services set forth above shall be the Guaranteed Maximum Price of \$\_\_\_\_\_.

- A. Retainer payment to start work of \$7,500.00 upon execution of this Agreement.
- B. Progress Payments as costs are incurred.

The Guaranteed Maximum Price as defined below shall be based upon the following costs: General Conditions, Utilities, Permits, Subcontractors, Site Work, Testing, Labor, Site Supervision, Review by a Professional Engineer, Materials, Equipment and Supplies, which shall

be paid by the OWNER upon presentment of proper and complete invoicing for the cost item. This Agreement shall be liberally construed and interpreted to accomplish that intent.

GENERAL CONTRACTOR shall build the PROJECT in accordance with the **Architectural Plans and Specifications**. The **Architectural Plans and Specifications** may be modified from time to time by OWNER. CONSTRUCTION MANAGER shall cooperate with OWNER, architects and engineers in the best interests of the PROJECT and will process change orders as required if additional work is added by OWNER or due to local code changes, at a rate of Cost plus 10%.

4. **Payment of Construction Costs.** GENERAL CONTRACTOR will act as the Construction Manager and Principal Contractor for the PROJECT, and shall be reimbursed for all costs and expenses incurred in connection with the development and construction of the PROJECT up to the Guaranteed Maximum Price as modified from time to time due to Change Orders. GENERAL CONTRACTOR shall process all payments and oversee the payment of any and all direct and indirect costs associated with the actual construction of the PROJECT, including all labor, materials, licenses and permits associated therewith. The parties shall agree upon the manner and the mechanisms pursuant to which funding for the payment of these costs shall occur. GENERAL CONTRACTOR shall not pay any subcontractor or material supplier without first obtaining appropriate Waivers of Liens.

GENERAL CONTRACTOR shall require that all subcontractors, materialmen and suppliers agree to a payment schedule consistent with the payment schedule as may be required of OWNER by its lending institution. In addition, GENERAL CONTRACTOR and all subcontractors shall be required to agree to a "hold-back" of not less than ten percent (10%) of the total amount of the contract sums due under this Agreement. Accounting for and management of all subcontractors' "hold-backs," including the determination that each subcontractor has properly and timely performed its contractual obligations on the PROJECT, shall be the responsibility of GENERAL CONTRACTOR. OWNER shall be responsible for releasing GENERAL CONTRACTOR'S "hold-back," including the determination that GENERAL CONTRACTOR has properly and timely performed its contractual obligations under this Agreement.

5. **Guaranteed Maximum Price.** GENERAL CONTRACTOR guarantees that the Contract Sum for the building to be renovated and constructed pursuant to the **Architectural Plans and Specifications**, including any time to manage the PROJECT, shall not exceed the Guaranteed Maximum Price, which shall be \$\_\_\_\_\_, unless amended by the parties. To the extent the cost of the work on the PROJECT under the terms and conditions set forth in the **Architectural Plans and Specifications** exceeds the Guaranteed Maximum Price, GENERAL CONTRACTOR shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the OWNER.

The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in this Agreement. The OWNER may order changes in the PROJECT within the general scope of this Agreement consisting of additions, deletions, or other revisions. Such

changes shall be in writing and shall include an agreed upon adjustment to the Guaranteed Maximum Price, if necessary.

6. **General Contractor Employees.** GENERAL CONTRACTOR will be reimbursed for all such employee time actually worked at the job site, including site supervision, based on standard trade division rates. Such reimbursement shall be subject to the Guaranteed Maximum Price.

7. **Tools of the Trade; Equipment.** GENERAL CONTRACTOR and its employees have their own tools of their trade, and OWNER shall not be billed for the use or replacement thereof. OWNER shall pay for all utilities and telephone services provided to the construction trailer. Any and all equipment necessary to be rented for use at the PROJECT shall be paid by GENERAL CONTRACTOR as provided in paragraph 4, subject to the Guaranteed Maximum Price.

8. **Mechanics Liens, Sworn Statements.** GENERAL CONTRACTOR shall be responsible for preparation, obtaining and submission of all "Sworn Statements", "Partial Conditional Waiver of Mechanics Lien" or "Full Waiver of Mechanics Lien," in such form and containing such substance as required by OWNER. All such Sworn Statements and Waivers of Liens shall include any and all subcontractors and/or materialmen performing work and/or supplying material to, for, or on behalf of the PROJECT. Any payment of any contractor or subcontractor shall be subject to submission of such documents in a form satisfactory to GENERAL CONTRACTOR and OWNER.

9. **Insurance.** GENERAL CONTRACTOR shall at all times maintain, at GENERAL CONTRACTOR'S cost (except as herein provided to the contrary), such insurance coverages (general liability and others) in such amounts and with such limits as shall be required by OWNER. GENERAL CONTRACTOR shall supply OWNER, within three (3) days after request therefor, proof of such insurance from GENERAL CONTRACTOR'S insurance carrier, which proof shall document that such insurance is paid in full through the time contemplated for completion of work by GENERAL CONTRACTOR on the PROJECT. Such proof of insurance shall also require that the same may not be canceled by GENERAL CONTRACTOR'S insurance carrier(s) except upon 30 days' written notice to OWNER. OWNER shall carry builders risk and general property damage policy, at OWNER's costs, covering the structures from damage due to fire, wind, vandalism, theft, and related causes. All subcontractors will provide insurance coverage to GENERAL CONTRACTOR with such limits as shall be required by GENERAL CONTRACTOR and shall list GENERAL CONTRACTOR and OWNER as additional insureds.

10. **Cooperation with Lending Institution.** GENERAL CONTRACTOR acknowledges that OWNER may be obtaining financing from a lending institution of its choosing. In connection therewith, GENERAL CONTRACTOR agrees to cooperate and comply with any and all requirements that may be imposed by such lending institution, including, but not limited to payment and disbursements to GENERAL CONTRACTOR, subcontractors and material suppliers and requirements imposed by any title insurance company.

11. **Time of Performance.** Time is of the essence of this Agreement. GENERAL CONTRACTOR will immediately commence work on the PROJECT and diligently pursue it through completion. Project shall be completed within six (6) months of bid award date, with exceptions granted for acts of God or extreme weather conditions. (Add “circumstances beyond GENERAL CONTRACTOR’s control”?)

12. **Default.** The failure of GENERAL CONTRACTOR to perform in accordance with the requirements of this Agreement, including the **Architectural Plans and Specifications** and time of performance, and upon not less than seven (7) days’ written notice to GENERAL CONTRACTOR, shall be a material breach/default hereunder entitling OWNER to take any or all of the following steps: 1) terminate this Agreement, 2) hold GENERAL CONTRACTOR responsible for any and all damages incurred by OWNER as a result of such breach and/or defaults, 3) obtain reimbursement from GENERAL CONTRACTOR of all costs, damages and other expenses incurred by OWNER in correcting or otherwise remedying any such breach or default, 4) hold GENERAL CONTRACTOR responsible for any and all actual legal costs associated with enforcement of this Agreement or in exercising OWNER’s remedies upon default/breach, (5) take any other action and avail itself of any other remedies allowed by law. The foregoing remedies are mutually exclusive, and OWNER may avail itself of any or all of such remedies.

The failure of OWNER to make timely payments to GENERAL CONTRACTOR, either of the sums due pursuant to paragraph 3 or reimbursement of GENERAL CONTRACTOR for costs incurred pursuant to paragraphs 4 & 5 shall be deemed a material default of OWNER. Upon such default, and after seven (7) days’ written notice to OWNER, GENERAL CONTRACTOR may 1) terminate this Agreement, 2) hold OWNER responsible for any and all costs and expenses incurred by GENERAL CONTRACTOR, 3) hold OWNER responsible for any and all damages incurred by GENERAL CONTRACTOR as a result of such breach and/or default, 4) hold OWNER responsible for any and all actual legal costs associated with enforcement of this Agreement or in exercising GENERAL CONTRACTOR’s remedies upon default/breach, 5) take any other action and avail itself of any other remedies allowed by law.

13. **Assignment.** This Agreement is not assignable without the written consent of the parties. Performance of those aspects of the PROJECT, as set forth in the **Architectural Plans and Specifications**, are subject to subcontract or assignment in fulfillment of GENERAL CONTRACTOR’s obligations under this Agreement. GENERAL CONTRACTOR shall hold the right to assign the performance of portions of its obligations under this Agreement to any other person, company or entity without the express written consent of OWNER. Any such assignment, in whole or in part, shall not relieve GENERAL CONTRACTOR of its responsibilities and/or obligations hereunder, and GENERAL CONTRACTOR shall remain liable for the performance of this Agreement regardless of any such assignment.

14. **Mutual Cooperation; Best Efforts.** GENERAL CONTRACTOR will use its best efforts in obtaining the lowest possible prices/costs in the obtaining/providing of all supplies, materials and labor. OWNER will participate in the review of bids from subcontractors. All parties agree to consult with the other in connection with the foregoing. Each party will cooperate with the other in making sure that communication is possible and exists on a regular basis between them

so as to permit this PROJECT to proceed on the schedule intended, and to keep OWNER fully informed in connection therewith.

15. **Records.** GENERAL CONTRACTOR will maintain an independent set of records relative to the PROJECT itemizing all costs, expenses and expenditures relative to the PROJECT. Such records shall at all times be open and subject to review and audit by OWNER. GENERAL CONTRACTOR shall be responsible for the preparation and submission of any and all Sworn Statements required by any lending institution and/or title company.

16. **Indemnification of Owner.** GENERAL CONTRACTOR agrees to indemnify OWNER and to hold OWNER free and harmless from and against any and all liabilities, costs, expenses, damages, claims, and losses of every kind and nature whatsoever arising out of or related to 1) the performance by GENERAL CONTRACTOR of its obligations under this Agreement, 2) any breach or default by GENERAL CONTRACTOR under this Agreement or of any obligations of GENERAL CONTRACTOR imposed by law, or 3) any negligent or otherwise tortious act or omission of GENERAL CONTRACTOR, its agents or employees. The foregoing indemnity includes, but is not limited to, injuries, death, and property damage suffered by any person except to the extent caused by the negligence or willful acts of OWNER. GENERAL CONTRACTOR shall, at GENERAL CONTRACTOR's sole cost and expense, defend OWNER in any action or proceedings arising from any such matter and shall indemnify OWNER and hold OWNER free and harmless from and against all costs, attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding. As a material part of the consideration for OWNER's execution of this Agreement, GENERAL CONTRACTOR hereby assumes all risk of damage or injury to any person or property, in, on or about any part of the PROJECT resulting from, or relating to the performance or obligations of GENERAL CONTRACTOR or its employees.

OWNER shall not be liable for injury or damage that may be sustained by GENERAL CONTRACTOR, its employees, agents, subcontractors, materialmen and/or suppliers on, at or related to the PROJECT, or any property of GENERAL CONTRACTOR caused by or resulting from any cause whatsoever, including but not limited to vandalism, fire, theft, negligence of others (including other subcontractors, workers, materialmen and/or suppliers working on or at the PROJECT), gas, water, or rain or from breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, whether such damage or injury results from conditions arising from the PROJECT or from other sources, except to the extent such damage or injury results from the negligence or willful acts of OWNER.

17. **Independent Contractor.** The parties agree and GENERAL CONTRACTOR acknowledges that GENERAL CONTRACTOR and all contractors and subcontractors are independent contractors of the OWNER and are not employees of OWNER. While performing under this Agreement, each party shall act in the capacity of an independent entity and not as an employee of the other party. This Agreement is not intended to be, and will not be construed as, a joint venture, partnership or other formal business organization. Neither party shall have the right nor obligation to make any commitments or incur any obligations on behalf of the other party, except as provided in this Agreement. GENERAL CONTRACTOR agrees that GENERAL CONTRACTOR operates legally GENERAL CONTRACTOR's own company and

pays all federal, state, local, social security, Medicare and unemployment taxes, liability and workers' compensation insurance premiums, and license or permit fees necessary to conduct its business.

18. **Completion of Project; Punch List; Final Payment.** Upon final completion of the PROJECT (that being the date upon which a Certificate of Occupancy is obtained for the building at the PROJECT and such buildings are ready for occupancy in accordance with the use intended there at by OWNER,) OWNER and GENERAL CONTRACTOR shall jointly inspect the PROJECT, and all construction completed there at, at which time they shall jointly prepare a list of those items which, in their mutual opinion, are incomplete or require correction ("Punch List"). Items on the Punch List shall be corrected by subcontractors hired within a reasonable period of time. Final payment to GENERAL CONTRACTOR, as in paragraph 3, shall be made upon completion, to OWNER's satisfaction, of all items contained on the Punch List.

19. **Warranties.** All subcontractors, materialmen and suppliers hired to work on or provide materials for the PROJECT shall be required to provide a warranty of their work and materials for not less than one (1) year. All warranties of any subcontractors, materialmen and suppliers shall be for the benefit of OWNER. GENERAL CONTRACTOR shall use its best efforts to enforce any warranty work required on the PROJECT.

20. **No Waiver.** The failure of the OWNER to insist upon the strict compliance with the architectural and/or engineering drawings and specifications in the performance of this Agreement by GENERAL CONTRACTOR, or the failure of either party hereto to exercise any right, option or remedy contained in this Agreement, shall not be construed as a waiver for the future of any such provision, right, option, or remedy, or as a waiver of any subsequent breach. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

21. **Alterations; Adjustments.** No modification in this Agreement, the terms or performance hereof shall be binding upon either party unless reduced to writing and signed by both parties hereto.

22. **Waiver of Subrogation.** GENERAL CONTRACTOR hereby waives any rights it may have against OWNER on account of any loss or damage occasioned to GENERAL CONTRACTOR, its employees, agents, on behalf of or through GENERAL CONTRACTOR or the PROJECT, and which may arise from any risk covered by insurance carrier for the benefit of GENERAL CONTRACTOR.

23. **Performance Bond.** GENERAL CONTRACTOR shall submit a Two-Hundred Fifty Thousand Dollar (\$250,000) performance bond payable to the OWNER. GENERAL CONTRACTOR may fulfill this obligation by engagement of a Surety acceptable to OWNER or by depositing the above sum in escrow payable to the OWNER. Whenever GENERAL CONTRACTOR shall be, and is declared by the OWNER to be in default under this Agreement, GENERAL CONTRACTOR may promptly remedy the default, or shall promptly pay to the OWNER the amount of this Performance Bond, plus other amounts identified herein.

If the amount of this Performance Bond is not sufficient to cover the OWNER's costs of completing the PROJECT, due to exhaustion of the proceeds of the Performance Bond, or the increase in the costs necessary to complete the PROJECT, or for any other reason, then GENERAL CONTRACTOR binds itself to replenish the amount of the Performance Bond and to save the OWNER harmless from any costs incurred by the OWNER from GENERAL CONTRACTOR's failure to either remedy the default or to complete the PROJECT in accordance with its terms and conditions in a timely manner.

24. **Miscellaneous.**

A. The headings or captions of the sections and subsections of this Agreement are for convenience and reference only, and do not form a part hereof, and do not in any way modify, interpret, construe or restrict the scope of the particular sections or subsections of paragraphs to which they refer.

B. This Agreement shall be interpreted pursuant to the laws of the State of Michigan.

C. All prior negotiations, understandings or agreements of whatsoever kind or nature between the parties hereto and/or their respective agents, employees or representatives concerning the transaction herein contemplated are hereby merged and incorporated into this Agreement; the parties hereto acknowledging that this document fully encompasses all agreements and understandings between the parties. No oral representation or warranty has been made by any party to induce execution of this Agreement. No agreement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless such change, modification or termination is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. No waiver of any of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether of similar or different nature unless expressly so stated in writing.

D. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and it shall not be necessary, in making proof of this Agreement, to produce or account for more than one such counterpart, but all such counterparts shall together constitute one and the same instrument.

E. The use of gender references in this Agreement is not meant to be a limitation and the use of particular gender shall be interpreted to include the other of masculine, feminine and neuter where the situation so demands; similarly, the use of the singular shall be interpreted to include the plural where the situation so demands and vice versa.

F. In the event that either party commences litigation to enforce any of the terms, covenants and conditions of this Agreement and the other party is found to be in breach or default hereof, then the non-breaching party shall be entitled to reimbursement of all costs and expenses incurred in connection with such enforcement including reasonable attorney fees. The parties agree that jurisdiction shall be in Grand Traverse County, Michigan for any litigation.

G. The parties hereto specifically acknowledge that this Agreement and the provisions hereof are the culmination of lengthy negotiations between them. The initial drafting of any particular paragraph hereof by either party, their respective legal counsel or representative was for convenience only. Accordingly, each party agrees that no provision hereof shall be construed or interpreted for or against either party based on the authorship of such provision.

H. Any notices, report or demand required, permitted or desired to be given pursuant to any of the provisions of this Agreement shall be in writing and shall be deemed to have been

sufficiently given or served for all purposes if sent by registered or certified mail, return receipt requested, and postage prepaid, with a copy by U.S. mail to the parties at the address as set forth hereinbefore. Any of the parties may, at any time, and from time to time hereafter, change the address to which notice shall be sent to them hereafter by notice to the other parties given in the manner provided in this section. The date of giving such notice, if given in the manner provided, shall be the date of mailing.

I. This Agreement shall be valid and legally binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns.

J. GENERAL CONTRACTOR is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first-above written.

**ACCEPTANCE:** By signature below, the **Architectural Plans and Specifications**, attached as Appendix A, are satisfactory and are hereby accepted. OWNER authorizes GENERAL CONTRACTOR to proceed with this Agreement.

**OWNER**

**GENERAL CONTRACTOR**

**Whitewater Township**

\_\_\_\_\_

\_\_\_\_\_  
By: Ron Popp, Supervisor

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

\_\_\_\_\_  
By: Cheryl A. Goss, Clerk

APPENDIX A  
ARCHITECTURAL PLANS AND SPECIFICATIONS

# Memo

**To:** Whitewater Township Board  
**From:** Ron Popp, Supervisor  
**CC:**  
**Date:** 4-6-2017  
**Re:** Appointment Process Update

---

Board Members,

The application for appointment has been provided to the Clerk for final grammatical review. Once this is complete we have several candidates to forward the information to. The review of the written policy is ongoing and will be submitted to the Board for review at a later date.

Respectfully,



Ron Popp  
Supervisor, Whitewater Township



# WHITEWATER TOWNSHIP

5777 Vinton Road • P.O. Box 159 • Williamsburg, MI 49690  
(231) 267-5141 • FAX (231) 267-9020

## Proposed 2017 Specifications for Lawn Maintenance

### **Circle Hill Cemetery — 5194 Vinton Road, Williamsburg 49690**

1. Mow every two weeks or as needed. Must be done just before Memorial Day
2. Spring cleanup
3. Fall cleanup

### **Williamsburg Cedar Rapids Cemetery — Old M-72, just east of Fire Station**

1. Mow every two weeks or as needed. Must be done just before Memorial Day
2. Spring cleanup
3. Fall cleanup

### **Fire/Ambulance Station — 8380 Old M-72, Williamsburg 49690 – This address will have to be added if the Board wishes to sign a multi-year contract**

1. Mow every two weeks or as needed. Must be done just before Memorial Day
2. Spring cleanup
3. Fall cleanup

### **Township Hall — 5777 Vinton Road, Williamsburg 49690 (Irrigation present but not used)**

1. Mow as needed.
2. Spring cleanup
3. Fall cleanup

### **Hi Pray Park — 6075 Elk Lake Road, Williamsburg 49690**

1. Front ballfield (irrigated) - Mow once a week
2. Mow other areas as needed (small ballfield, tennis and basketball court areas, common areas)

### **Whitewater Township Park — 9500 Park Road, Williamsburg 49690**

1. Mow common areas and nature trails — once a week at beginning of season; as needed later in season
2. Mow interior common area of park (Please provide historical purchase order pricing information for the 2016 season. It will be used to help determine if the summertime maintenance work requires the sealed bid process) – once per month at beginning of season; as needed May – September. Recommend some definition area to be mowed

with onsite walk through. The defined area could be shown on a map of the camping park. The onsite walk through would provide possible vendors with terrain challenges.

**Petobego Natural Area — 7536 Angell Road, Williamsburg 49690 –**

1. Mow and trim fenced parking area north to Angell Road Right-Of-Way. Inspect/clean kiosk. Remove and replace trash receptacle liner. Once per month; as needed May-September.
2. Spring cleanup
3. Fall cleanup

**Lossie Road Nature Trail — ???Cook Road, Williamsburg 49690 –**

1. Mow and trim Cook Road parking area and pathway from Cook Road Right-of-Way east to metal gate. Remove and replace trash receptacle liner. Once per month; as needed May-September.
2. Mow and trim Skegemog Point Road parking area and pathway from Skegemog Point Road Right-of-Way west to ?????(sign, gate, some demarcation point). Remove and replace trash receptacle liner. Once per; as needed May-September.
3. Spring cleanup
4. Fall cleanup
5. Nature trail – trim from metal gate on Cook Road side, east to Skegemog Point Road parking area. Once per year in the month of July.
6. Spring cleanup - Trail
7. Fall cleanup - Trail

**Battle Creek Natural Area — ??? Skegemog Point Road, Williamsburg 49690 –**

1. Mow and trim fenced parking area (the recently completed cleanup process destroyed the log type bump stops that were in place. These have not been replaced to date. Some demarcation will be required.) east to Skegemog Point Road Right-of-Way. Inspect/clean kiosk. Remove and replace trash receptical liner. Once per month; as needed May-September.
2. Spring cleanup
3. Fall cleanup
4. Nature trail- trim from parking area to trail fork, from fork to Huebner Pond and from fork to Elk Lake. Once per year in the month of July.
5. Spring cleanup-Trail
6. Fall cleanup-Trail

**Other Requirements:**

1. Must carry liability insurance and workers' compensation for employees
2. Must bid all areas, with separate quotes for each line.

## **Definitions**

### **Spring cleanup –**

Defined as trimming of all mature, non-coniferous trees so that no branch is closer than 6' to the ground. Decorative shrubbery shall be trimmed and shaped to maintain an estedically pleasing appearance. All trees and shrubbery shall be trimmed in a manner to eliminate interference with any structure and/or headstone. Fence and/or parcel boundary lines are to be raked clean of debirs and growth trimmed on both sides. All remnants of the snowplowing season shall be removed by raking and/or filling the ground as required to re-establish a natural contour with the surrounding areas. Overburden shall be repurposed to other Township Grounds as needed or stored for future use at the Whitewater Township Camping Park debris pile. All ground borne debris shall be gathered up in a manner as not to distribute it to adjoining parcels of land. Trash is to be deposited in the appropriate site located receptacles while natural debris is to be removed to the Whitewater Township Camping Park Natural debris pile.

Additional considerations: How to trim coniferous trees? Tree and shrubbery trimming could be time/season sensitive. We could make items like this their own work category. The removal of overgrown shrubbery and or trees, mainly in the cemeteries should be considered on a case by case basis and additional work outside of the agreement.

### **Fall cleanup –**

Defined as trimming of all mature, non-coniferous trees so that no branch is closer than 6' to the ground. Decorative shrubbery shall be trimmed and shaped to maintain an estedically pleasing appearance. All trees and shrubbery shall be trimmed in a manner to eliminate interference with any structure and/or headstone. Fence and/or parcel boundary lines are to be raked clean of debirs and growth trimmed on both sides. All remnants of the snowplowing season shall be removed by raking and/or filling the ground as required to re-establish a natural contour with the surrounding areas. Overburden shall be repurposed to other Township Grounds as needed or stored for future use at the Whitewater Township Camping Park debris pile. All ground borne debris shall be gathered up in a manner as not to distribute it to adjoining parcels of land. Trash is to be deposited in the appropriate site located receptacles while natural debris is to be removed to the Whitewater Township Camping Park Natural debris pile.

## **Spring cleanup – Trail**

Defined as traversing the trail to remove any obstacle within the defined trailway which is approximately 8 feet in width. Cutback and/or remove all vegetation impinging into the trailway closer than 6' to the ground. Rough trim(string trimmer) the trailway to preserve its existing definition. Transport, place and secure Township owned trash receptacles to each trailhead. Trash noticeable from the trailway is to be deposited in the appropriate site located receptacles while natural debris can be placed on the ground outside of the trailway in a natural looking manner to facilitate decay. Report to Township Officials any unsafe trailway condition including hanging/broken tree limbs for additional attention.

## **Fall cleanup – Trail**

Defined as traversing the trail to remove any obstacle within the defined trailway which is approximately 8 feet in width. Cutback and/or remove all vegetation impinging into the trailway closer than 6' to the ground. Rough trim(string trimmer) the trailway to preserve its existing definition. Remove, transport, and return to storage Township owned trash receptacles from each trailhead. Trash noticeable from the trailway is to be deposited in the appropriate site located receptacles while natural debris can be placed on the ground outside of the trailway in a natural looking manner to facilitate decay. Report to Township Officials any unsafe trailway condition including hanging/broken tree limbs for additional attention.

Please transmit your proposal by Thursday April 6, 2017 to Ron Popp, Whitewater Township Supervisor, via: US Mail, Supervisor P.O. Box 159, Williamsburg, MI. 49690, or e-mail [supervisor@whitewatertownship.org](mailto:supervisor@whitewatertownship.org).



# WHITEWATER TOWNSHIP

5777 Vinton Road • P.O. Box 159 • Williamsburg, MI 49690  
(231) 267-5141 • FAX (231) 267-9020

## 2017 Specifications for Lawn Maintenance/Cleanups (Revised 04/05/2017)

### **Circle Hill Cemetery — 5194 Vinton Road, Williamsburg 49690**

1. Mow every two weeks or as needed. Must be done just before Memorial Day.
2. Spring and fall cleanup. (see requirements below)

### **Williamsburg Cedar Rapids Cemetery — Old M-72, just east of Fire Station**

1. Mow every two weeks or as needed. Must be done just before Memorial Day.
2. Spring and fall cleanup. (see requirements below)

### **Township Hall — 5777 Vinton Road, Williamsburg 49690** (Irrigation present but not used)

1. Mow as needed
2. Spring and fall cleanup. (see requirements below)

### **Hi Pray Park — 6075 Elk Lake Road, Williamsburg 49690**

1. Front ballfield (irrigated) - Mow once a week
2. Mow other areas as needed (small ballfield, tennis and basketball court areas, common areas)

### **Whitewater Township Park — 9500 Park Road, Williamsburg 49690**

1. Mow common areas and nature trails — once a week at beginning of season; as needed throughout season
2. Mow grassy areas in campground interior, approximately once per month

### **Petobego Natural Area – South side of Angell Road, 1 mile west of Elk Lake Road**

1. Mow parking lot on south side of Angell Road approximately once per month

### **Lossie Road Nature Trail – East side of Cook Road, 1.5 miles north of M-72**

1. Mow entrance/small parking area off Cook Road

**SPRING AND FALL CLEANUP REQUIREMENTS:** Spring and fall cleanup of the cemeteries and township hall property should include all of the following:

1. Gathering of all leaves, sticks, pine cones, pine needles, and other natural debris, including along fence lines and around headstones.
2. Trim low-hanging branches which interfere with mowing.
3. Remove all leaves, sticks, pine cones, pine needles, trimmed branches, and other natural debris to designated area at Whitewater Township Park.
4. Gather trash and place in trash containers on site. If an item is too large for the container, leave it next to the container.

(continued)

**OTHER REQUIREMENTS:**

1. As an independent contractor, you must carry liability insurance and workers' compensation for employees.
2. Must bid all areas, with separate quotes for each area.
3. It is the township's intent to award a 3-year contract. Please submit bid prices for year 1, year 2, and year 3. (If the price is the same for all 3 years, please so indicate.)

**DEADLINE FOR BIDS IS MONDAY, MAY 1, 2017.**

**PROPOSALS SHOULD BE IN AN ENVELOPE MARKED "MOWING BID."**

**SEND BIDS TO TOWNSHIP CLERK CHERYL GOSS VIA:**

1. E-mail to [clerk@whitewatertownship.org](mailto:clerk@whitewatertownship.org).  
OR
2. Fax to 231-267-9020, Attention Clerk Goss  
OR
3. Drop off at the clerk's office at the township hall, 5777 Vinton Road, Williamsburg.

**If you have questions, please call Clerk Goss at 231-267-5141, ext 24.**

###

**RESOLUTION #17-08**

**AUTHORITY TO ENTER INTO GRANT AGREEMENT WITH THE STATE OF MICHIGAN FOR NEW VOTING EQUIPMENT**

**Whitewater Township  
Grand Traverse County**

WHEREAS, the Whitewater Township Board wishes to apply to the Secretary of State for a grant to purchase a new voting system, which includes one (1) precinct tabulator, one (1) Absent Voter Counting Board (AVCB) tabulator, and one (1) accessible voting device for use by individuals with disabilities; and

WHEREAS, partial funding for the new voting system will be provided by the State, and will include a combination of Federal Help America Vote Act and State-appropriated funds. Local funding obligations are detailed in the attached Election Systems and Software quote; and

WHEREAS, Whitewater Township plans to begin implementation of the new voting system in 2018; and

WHEREAS, the deadline for submitting the required State Grant Application is: Upon Receipt.

NOW, THEREFORE, BE IT RESOLVED that the Whitewater Township Clerk, on behalf of Whitewater Township, Grand Traverse County, is authorized to enter into a Grant Agreement with the State of Michigan for new voting equipment, as outlined above.

A motion to adopt the foregoing resolution was made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Upon roll call vote, the following voted:

Yes:

No:

Absent:

Resolution declared adopted.

**Certificate**

I, Cheryl A. Goss, Clerk of Whitewater Township, Grand Traverse County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Whitewater Township Board of said municipality at a regular meeting held on April 11, 2017, relative to the adoption of Resolution #17-08.

---

Cheryl A. Goss



11208 JOHN GALT BLVD  
 OMAHA, NE 68137-2364  
 (402) 593-0101

**2017 Order Quote for use by the Counties and Local Units of Government in the State of Michigan that have elected to acquire ES&S equipment under RFP #007116B0007029**

Customer P.O. #: \_\_\_\_\_

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Customer Contact, Title: \_\_\_\_\_

County Name: Grand Traverse County

Bill To: \_\_\_\_\_  
Grand Traverse County

Ship To: \_\_\_\_\_  
Grand Traverse County

Item	Description	Qty	Unit Price with Discount	Total
1	Precinct Tabulator ES&S DS200 Tabulator Includes: Plastic Ballot Box with Steel Door and e-Bin, Internal Backup Battery, Paper Roll, and 4GB USB Memory Device	46	\$4,193.00	\$192,878.00
2	Precinct Tabulator @ No-Charge ES&S DS200 Tabulator Includes: Plastic Ballot Box with Steel Door and e-Bin, Internal Backup Battery, Paper Roll, and 4GB USB Memory Device	1	No-Charge	No-Charge
2	DS200 Wireless Modem AT&T		\$249.00	
3	DS200 Wireless Modem Sprint		\$249.00	
4	DS200 Wireless Modem Verizon	37	\$249.00	\$9,213.00
5	DS200 Blue Tote Bin/Ballot Storage Box Tote Bin/Ballot Storage Box	23	\$175.00	\$4,025.00
6	DS200 Blue Tote Bin/Ballot Storage Box Tote Bin/Ballot Storage Box (Buy One get One Free Through June 30, 2017)	23	No-Charge	No-Charge
6	Accessible Voting System ES&S ExpressVote Includes: Soft-sided Case, Internal Backup Battery, Detachable ADA Keypad, 4GB USB Memory Device, Headphones, and Privacy Screen which attaches to the AutoMARK table.	31	\$2,697.00	\$83,607.00
2	Accessible Voting System @ No-Charge ES&S ExpressVote Includes: Soft-sided Case, Internal Backup Battery, Detachable ADA Keypad, 4GB USB Memory Device, Headphones, and Privacy Screen which attaches to the AutoMARK table.	1	No-Charge	No-Charge
7	ExpressLink Activation Card Printer Activation Card Printer		\$725.00	
8	Full EMS Includes: ElectionWare PYO, Election Reporting Manager, ElectionWare Results Web-Based Election Night Reporting, Automated Test Deck Creation (Michigan Specific), Text to Speech (English, Spanish, Bengali), and EXP Utility	1	\$91,432.00	\$91,432.00
9	Accumulation Only Software Includes: Election Base Package - Reporting Only (Home, Acquire and Produce Modules), ElectionWare Results Web-Based Election Night Reporting, Automated Test Deck Creation (Michigan Specific), Media Burn, and EXP Utility		\$36,635.00	
10	AVCB Tabulator-DS850 DS850 Scanner Includes: Steel Table/Cart, Dust Cover, Reports Printer, Audit Printer, UPS Battery Backup, Two (2) USB Cables, Start-Up Kit with Three (3) 8GB USB Memory Devices		\$98,487.00	
11	AVCB Tabulator-DS450 DS450 Scanner Includes: Steel Table/Cart, Dust Cover, Reports Printer, Audit Printer, UPS Battery Backup, Two (2) USB Cables, Start-Up Kit with Three (3) 8GB USB Memory Devices	1	\$36,416.00	\$36,416.00
12	3rd Party System EMS System	1	\$15,810.00	\$15,810.00
13	3rd Party System Installation 3rd Party Configuration and Installation - Customer Site (Per Day)	2	\$2,300.00	\$4,600.00
14	Other			
15	Other			
			<b>Order Total</b>	<b>\$437,981.00</b>

Payment Terms: As per Contract RFP Section 8.2: Payment Methods

Warranty Period: As per Contract RFP Section 1.6: Services and Maintenance



11208 JOHN GALT BLVD  
 OMAHA, NE 68137-2364  
 (402) 593-0101

**2017 Order Quote for use by the Counties and Local Units of Government in the State of Michigan that have elected to acquire ES&S equipment under RFP #007116B0007029**

Customer P.O. #: \_\_\_\_\_

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Customer Contact, Title: \_\_\_\_\_

County Name: Grand Traverse County

Bill To: \_\_\_\_\_

Grand Traverse County

Ship To: \_\_\_\_\_

Grand Traverse County

**Years Six (6) through (10) Annual Hardware and Software Maintenance and Support Fees:**

1	Precinct Tabulator	DS200 Tabulator (Silver Plan)	47	\$220.00	\$10,340.00
2	Accessible Voting System	ExpressVote BMD (Silver Plan)	32	\$175.00	\$5,600.00
3	AVCB Tabulator-DS850	DS850 High Speed Tabulator (Silver Plan)		\$4,941.00	
4	AVCB Tabulator-DS450	DS450 High Speed Tabulator (Silver Plan)	1	\$3,173.00	\$3,173.00
5	Full EMS	Includes: ElectionWare PYO, Election Reporting Manager, Automated Test Deck Creation (Michigan Specific), Text to Speech (English, Spanish, Bengali), and EXP Utility	1	\$20,130.00	\$20,130.00
6	Accumulation Only Software	Includes: Election Base Package - Reporting Only (Home, Acquire and Produce Modules), Automated Test Deck Creation (Michigan Specific), Media Burn, and EXP Utility		\$5,400.00	
<b>Total Annual Hardware Maintenance &amp; Software License Fees</b>					<b>\$39,243.00</b>

**ELECTION SYSTEMS AND SOFTWARE, LLC**

**COUNTY OR LOCAL UNIT OF GOVERNMENT**

Authorized Signature

Richard J. Jablonski

Printed Name

Vice President - Finance

Title

April 7, 2017

Date

Authorized Signature

Printed Name

Title

Date

**Trade-In Equipment:**  
 ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. Customer is responsible for preparing, packaging and palletizing the trade-in equipment for shipment. If Customer is unable or unwilling to prepare, package and palletize the trade-in equipment for shipment, ES&S will assume these responsibilities and Customer shall reimburse ES&S for all costs incurred.

**Special Notes:**  
 Counties may distribute additional copies of the Accumulation Only Software Modules, as needed, to the Local Jurisdictions at No-Charge.

**This Quote is submitted by the County or Local Unit of Government pursuant to that certain Contract No. \_\_\_\_\_ The Deliverables ordered under this Quote and all rights and obligations of ES&S and the Local Unit of Government shall be governed by the terms and conditions of this Contract.**

**To:** Whitewater Township Board

**From:** Cheryl A. Goss, Clerk

**Date:** 04/07/2017

**Re:** Appointment of 2017/2018 Parks & Recreation Administrator

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The appointment of the Parks & Recreation Administrator follows the fiscal year, i.e., April 1 to March 31. Technically, as of this date, there is no P&RA, but I have continued to perform those duties this first week or two of April. I am willing to fulfill this role in the new fiscal year and would request that I be appointed to this position for 2017/2018.

In fiscal year 2015/2016, I was paid \$3,333 for the PR&A duties. In fiscal year 2016/2017, I was paid \$3,554 for the PR&A duties. I do submit a time sheet every pay period, just as other hourly employees do. We have been budgeting \$5,000 in the wage line item of the Park Fund for this position.

If you decide that you want to hire someone else, the job really needs to be posted in the fall of the year so that someone can be hired by January 1. After January 1, the phone calls and emails start coming in about pavilion reservations, etc., for the upcoming season. Rates and dates need to be brought to the board for approval. Seasonal sites need to be booked in mid-February. All the updated information for programming of the online reservation system has to be transmitted to our website host so that the site is ready on the first Monday in April. Consideration of employees for the upcoming season also needs to be handled. These are just the big things that need to happen well before the end of March.

The P&RA position is not listed on the Graded Wage Scale, but I would additionally request that the 3% increase that is given to hourly employees on the Graded Wage Scale be applied to the P&RA position. I was paid \$12/hour in 2015/2016 and \$12.36/hour in 2016/2017. An increase of 3% would amount to an hourly wage of \$12.73/hour.

While there was no discussion of an increase for the P&RA position at budget time, this slight increase will not necessitate that any more funds be allocated to the line item that the P&RA is paid under.

**An appropriate motion would be:** Motion to appoint Cheryl Goss to the position of Parks and Recreation Administrator for fiscal year 2017/2018, to be paid at an hourly rate of \$12.73 per hour.

###

# Memo

**To:** Whitewater Township Board  
**From:** Ron Popp, Supervisor  
**CC:**  
**Date:** 04-6-2017  
**Re:** Purchase of Thornton Property

---

Board Members,

Mr. Nick Thornton wishes to sell his Whitewater Township property located at the corner of Vinton and M-72, about .7 of an acre (first picture). According to Thornton the parcel is too small to build on. The Township owns an adjoining parcel of land (picture two) and might have some interest in the parcel. The asking price is \$5K-\$7K

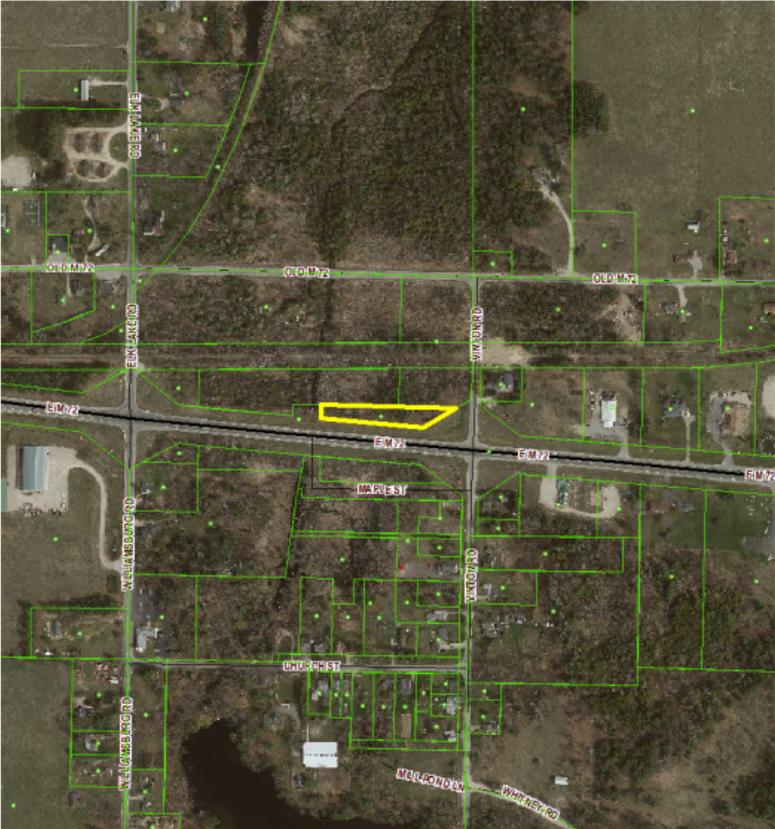
Respectfully,



Ron Popp  
Supervisor, Whitewater Township

# 2016 AERIAL PHOTO MAP

*Showing Parcel Lines and Labels*



# 2016 AERIAL PHOTO MAP

*Showing Parcel Lines and Labels*

