



PORT SHELDON TOWNSHIP

16201 Port Sheldon Street, West Olive, MI 49460
Telephone 616-399-6121 Fax 616-399-7173
www.portsheldontwp.org | info@portsheldontwp.org

BOARD MEETING

AGENDA

Wednesday – November 13, 2024

5:30 P.M.

1. Call to order
2. Roll Call
3. Pledge of allegiance
4. Invocation
5. Additions to Agenda
6. Approval of Agenda
7. Consent Agenda Approval
 - a. Approve Minutes- Regular mtg. – October 9, 2024*
 - b. Approve Financial Report
 - c. Approve Correspondence
 - d. Approve Committee Reports
 - e. Approve payment of Bills
8. Supervisor Update (Kouw Park Stairs)
9. Consider – Committee Appointments (Parks & Rec, Trash, Wage & compensation)
10. Presentation – O.C. Public Utilities– Sheldon Dunes Community Water System
11. Discussion/Consider - Prein & Newhof Service Agreement*
12. Consider – Broomtree Inspections Contract (Electrical inspector)
13. Consider - MACC Bylaw change request*
14. Consider – 2025/26 PLM Pigeon Lake Weed Treatment Contract*
15. Consider - Budget Amendment – Library
16. Discussion – Application/public notice deadline
17. Additions to Agenda
18. Public Comment
19. Adjourn

*** Information included in packet**

Next Meeting – Dec 11, 2024

**Minutes of a Regular Meeting and Public Hearing of the
Port Sheldon Township Board
October 9, 2024 – 5:30 P.M.**

1. Call to order
2. Roll Call
Present: Michael Sabatino, Meredith Hemmeke, Rachel Frantom, Bill Monhollon and Lucas DeVries.
Absent: None
Also present: Attorney Ron Bultje, Dena Isabell, Rich Houtteman, and 13 residents/guests.
3. Pledge of allegiance.
4. Invocation
Luke DeVries offered the invocation.
5. Additions to Agenda:
 - Consider Donation of Township Trash Bags for Relief Effort
 - Supervisor Report
6. Approval of Agenda with additions.
Motion by Rachel Frantom to approve the agenda with additions. Supported by Luke DeVries and carried.
7. Consent Agenda Approval
 - a. Approve Minutes- September 11, 2024 Regular Meeting.
 - b. Approve Financial Report
 - c. Approve Correspondence:
 - Joseph McCarter, Georgetown Resident, letter to board on the JH Campbell Plant closure
 - Letter from Resident thanking the township for the management of Windsnest Park
 - d. Approve Committee Reports
 - Building – August –twenty-one permits issued with two new house starts and 10 multi-family unit starts.
 - Fire Department – August report – eighteen calls and two meetings.
 - e. Approve payment of Bills
Motion by Bill Monhollon to approve the consent agenda. Supported by Luke DeVries and carried.
8. Presentation -Consumers Energy Representative Update
Dena Isabell gave an update on the closure of the JH Campbell power plant.
9. Consider-OC Road Commission 1st Ave Abandonment/Quit Claim Deeds
Motion by Bill Monhollon to direct the township attorney to draw up quit claim deeds for disbursement of 1st avenue right of way to GDW Farms LLC property owners and to authorize township officials to sign and execute the documents. Supported by Meredith Hemmeke and carried with five yes roll call votes. Yes: Michael Sabatino, Meredith Hemmeke, Rachel Frantom, Bill Monhollon and Luke DeVries. Nays: None.
10. Discussion/Consider -Replacement Bike Path Broom Quote(s)
Motion by Bill Monhollon to approve quote ID #31473750 for installation and purchase of new hydraulic sweeper. Supported by Luke DeVries and carried with five yes roll call votes. Ayes: Bill Monhollon, Luke DeVries, Mike Sabatino, Meredith Hemmeke, and Rachel Frantom. Nays: None.
11. Consider- Cooper Drain Invoice-At Large Payoff
Motion by Rachel Frantom to approve invoice dated September 25th, 2024 for County Drain

Assessments. Supported by Meredith Hemmeke and carried with five yes roll call votes. Ayes: Bill Monhollon, Luke DeVries, Mike Sabatino, Meredith Hemmeke, and Rachel Frantom. Nays: None.

12. Discussion-Trash Bag Pickup Process

Read letter from the Administrative Assistant regarding Trash bag pick up issues. Discussed that it is a continuing issue that comes up and the board discussed having the Trash Committee discuss policy updates to remedy the situation.

13. Discussion-Board Packet Posting

Motion by Bill Monhollon to post the board packet on the website after it has been distributed; the posted packet would be complete as of the date of distribution, but it would not preclude the board from considering at the meeting additional documents not included in the packet, and the posting would not include confidential information exempt from disclosure. Supported by Luke DeVries and carried.

14. Additions to the Agenda:

-Consider Donation of Township Trash Bags Relief Effort

Clerk read letter from resident that requested a possible donation of Township Trash bags for hurricane relief efforts, the township attorney advised that the township board does not have legal authority to donate public assets/property.

-Supervisor Report

Supervisor gave an update about the no wake enforcement contacts that were made as directed by the township board in a previous board meeting. He discussed various meetings that he attended regarding Windsnest parking, Pigeon lake monitoring and committee status.

15. Public Comment.

- Appreciate that the board listening to the recommendation from residents about including the packet information on the website and the quick response to discuss it in the board meeting.
- Georgetown Township resident spoke regarding the JH Campbell closure.
- Resident asked for information/timeline about JH Campbell updates. Supervisor directed the resident to the township website decommissioning landing page.
- Resident asking about the future of the piers.
- Resident asking about potential future plans if Consumers sold off own real estate.

16. Adjourn

Motion by Bill Monhollon to adjourn. Supported by Meredith Hemmeke and carried.
The meeting adjourned at 6:22 pm.

Meredith Hemmeke, Clerk

October 14, 2024

Mr. Michael Sabatino, Supervisor
Port Sheldon Township
16201 Port Sheldon Street
West Olive, MI 49460

RE: Sheldon Dunes Water System

Dear Mike:

Thank you for contacting Prein&Newhof for this project. We are providing the following proposal for reviewing the water system in Sheldon Dunes development located in the Township south of Fillmore Street and west of Lakeshore Avenue as outlined in the email from Pat Staskiewicz of Ottawa County Road Commission dated October 7, 2024.

Our understanding of the scope of the project is as follows:

The Sheldon Dunes water supply system currently consists of wells, bladder tank, generator, and asbestos cement water mains. The useful life of this system is nearing its end, and the water main has iron build up. The Township would like to evaluate the costs to upgrade the current system or replace the current system.

Prein&Newhof will complete the following tasks:

- Review the Grand Rapids-Ottawa County agreement.
- Meet with Grand Haven Charter Township and Ottawa County Road Commission to discuss alternatives for operation and connection.
- Complete a site visit and review the existing system components.
- Review the hydrogeologic information.
- Prepare a cost estimate for repairing and/or replacing the existing system and a cost estimate for replacement of the system with a connection to the Grand Rapids water supply system. A cost estimate to extend water main in Whispering Sands, Sheldon Dunes, Ottawa House, Wind Chime, and Lakeshore Avenue will also be included for the Township's consideration.
- Prepare a memorandum to the Township and meet with the Township to discuss the options and next steps.

The proposed schedule is as follows:

We would propose to complete this work within 90 days of approval from the Township.

Professional fees:

We propose to complete this project on a time and material basis in accordance with the attached professional services agreement. Our estimated fees for this project are \$9,800. If additional

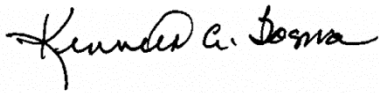
Mr. Mike Sabatino
October 14, 2024
Page 2

meetings or additional consultation is needed, we would complete based on our rates at the time of service.

If you agree with this, please sign the professional services agreement and forward that to our office. If you have any questions, please feel free to contact our office.

Sincerely,

Prein&Newhof

A handwritten signature in black ink that reads "Kenneth A. Bosma". The signature is written in a cursive style with a large, stylized initial 'K'.

Kenneth A. Bosma, P.E.

KAB/kab

Enclosure: Professional Services Agreement

Project No. [Click here to enter number](#)

Professional Services Agreement

This Professional Services Agreement is made this 23rd day of September, 2024 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 697 Ottawa Beach Road, Ste 2A, Holland, MI 49424, and Port Sheldon Township (“Client”), of 16201 Port Sheldon Street, West Olive, MI 49460.

WHEREAS Client intends to:

Utilize Prein&Newhof for general consulting services and on a project by project basis for specific projects

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

ARTICLE 1 – DESIGNATED REPRESENTATIVES

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

For P&N

Name: Mr. Kenneth Bosma

Title: Team Leader

Phone Number: 616-394-0200

Facsimile: *Click to enter text.*

E-mail: kbosma@preinnewhof.com

For Client

Name: Mr. Michael Sabatino

Title: Township Supervisor

Phone Number: 616-399-6121

Facsimile: *Click to enter text.*

E-mail: mike@portsheldontwp.org

ARTICLE 2 – GENERAL CONDITIONS

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

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated *Click to enter a date.*
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other: *Click to enter text.*

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

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

- P&N Scope of Services per Proposal dated, *Click to enter a date.*
- Scope of Services defined as follows:

Prein&Newhof will provide Port Sheldon Township with general consulting services on a time and material basis and a written submittal of scope, schedule, and budget on a project by project basis when requested by the Township.

ARTICLE 4 – COMPENSATION:

- Lump Sum for Services Described in Article 3 above - \$*Click to enter amount*

Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional services are performed.

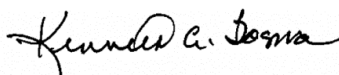
- Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed.
- Other: *Click to enter text.*

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

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

Accepted for:
Prein&Newhof, Inc.

By: 
Printed Name: Kenneth A. Bosma
Title: Team Leader
Date: 10/14/2024

Accepted for:
Port Sheldon Township

By: _____
Printed Name: Michael Sabatino
Title: Supervisor
Date: _____

Standard Terms & Conditions

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

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

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
 2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
 3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site

which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

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

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

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

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

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- W. Fee Escalation** - Engineer's fees are based on its billing rates, which are adjusted annually. For multi-year projects, Engineer's fees incorporate an estimate of future billing rates. If inflation causes actual billing rates to exceed these estimates, Engineer reserves the right to adjust its fees accordingly.

From: [Jason Latham](#)
To: [Nathan Bocks](#); [kevin klynstra](#); [Michael Sabatino](#); [Supervisor](#); [Terry Nienhuis](#); tom.oonk@zeelandtwp.org; [Linda Howell](#); jonkerfillmoresupervisor@gmail.com; [jim gerard](#)
Cc: [Judy Visscher](#)
Subject: Updating MACC Bylaws
Date: Thursday, October 31, 2024 11:31:14 AM
Attachments: [image001.png](#)
[MACC Bylaws 2024 draft.pdf](#)
Importance: High

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

All,

As discussed at Monday's Board meeting, I am sending you the current Bylaws with the proposed changes in red. The edits are shown on page 4 and summarized below:

Current:

VI. OFFICERS

The Board, at its first organizational meeting and in October of each year thereafter, shall elect an Executive Committee.

Proposed

VI. OFFICERS

The Board, at its second organization meeting of the calendar year, shall elect an Executive Committee.

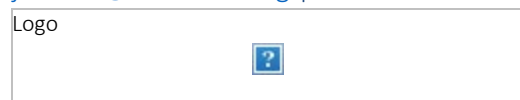
Per Article XII of the Bylaws states that amendments to the Bylaws shall be approved by a two-thirds vote of the governing bodies of the nine member units of government and must be submitted to the units of government in writing. I am assuming that this e-mail would suffice as the written request for the amendment. If you feel your Board needs a formal letter requesting the change, I would be happy to do so.

Let me know if you have any questions.

Thanks,

Jason

Jason R. Latham | Executive Director
(616) 395-2688 (MACC) | (269) 217-6354 (Cell)
301 Douglas Ave | Holland, MI 49424
jlatham@the-macc.org | www.the-macc.org





Memo

To: Policy Board Members
From: Jason Latham
Date: October 18, 2024
Re: Bylaws Revision

At the October Executive Committee meeting we discussed the benefit of modifying the current bylaws to better align our election of officers with the actual election/appointment to committees process used by our members.

Currently, our bylaws require the MACC to appoint officers at the first meeting of the fiscal year. What complicates this process are two issues:

1. Counties and County Road Commissions appoint their members to committees in January, the start of the calendar year.
2. In election years, newly appointed MACC officers may not be reelected within their municipality, requiring a new election process within the MACC.

At this month's Policy Board meeting, I will propose that we keep the current slate of officers in place and ask that the Board approve the process of updating our bylaws. The bylaws require that any update must go through each municipality's Board for approval.

Please contact me if you have any questions concerning this matter.

RESTATED BY-LAWS

OF THE

MACATAWA AREA COORDINATING COUNCIL

, 2024

* * * * *

I. ESTABLISHMENT

There shall be established and continued the Macatawa Area Coordinating Council (“MACC”) under the terms and conditions and having the characteristics set forth herein. The MACC is designated and established as an Inter-Municipality Study Committee pursuant to Michigan Public Act 200 of the Public Acts of 1957, as amended, and pursuant to an Agreement dated the 1st day of April, 1993 (“Agreement”). Any prior bylaws or rules of the MACC are superseded and revoked by the adoption of these Bylaws.

II. PURPOSE

The purpose of the MACC is to encourage cooperation among neighboring governmental units on all matters which have community impact. The exact subject matter over which the MACC would study and provide recommendations shall be determined by the MACC Policy Board. Such subject matter could include: land use, traffic, recreation, parks, transportation, public safety, zoning, environment, housing, social concerns, and historical and cultural activities. The MACC shall also perform the purposes as set forth and delineated

in an Agreement approved and executed by the Participants (as defined below) as an Inter-Municipality Study Committee and all purposes permitted under Act 200 of the Public Acts of 1957, as amended.

III. COMPOSITION

The MACC shall be administered by a Policy Board (“Board”) which shall consist of the following members: one publicly elected official from each of the following nine units of government (the “City/Township Participants”): City of Holland, City of Zeeland, Holland Charter Township, Park Township, Laketown Township, Fillmore Township, Zeeland Charter Township, Olive Township, and Port Sheldon Township; one publicly elected official each from the Ottawa and Allegan Board of Commissioners (the “County Participants”); one appointed official each from the Ottawa and Allegan County Road Commissions; one appointed official from the Michigan Department of Transportation; one appointed official from the Macatawa Area Express Transportation Authority; and one to four at-large representatives elected to the Board by the other members of the Board (as provided in Article VI, below). The representatives of the Ottawa and Allegan County Road Commissions, the Michigan Department of Transportation, and the Macatawa Area Express Transportation Authority shall be designated the “Transportation Participants.”

Non-at-large members of the Board shall serve at the will of the governing body which appointed them, and each governing body may appoint and designate alternate representatives to attend meetings of the Board in the absence of the duly appointed representative.

IV. VOTING

No representative to the Board shall be permitted to vote by proxy vote. Board representatives shall be permitted one vote each on all matters presented to the Board with the following exception: representatives of the Transportation Participants shall be permitted one vote each on matters relating to the transportation issues of the Board, and shall not vote on any issues unrelated to the transportation purposes of the MACC. For purposes of administering these Bylaws, transportation issues shall be defined to include all those issues which require approval by the Board and the Michigan Department of Transportation, including by way of illustration but not limited to the following: Unified Work Program (“UWP”); Transportation Improvement Program (“TIP”), Long Range Transportation Plan (“LRTP”), Air Quality issues and plans; all issues and projects which are funded by either the Federal Highway Administration (“FHWA”) and/or the Federal Transit Administration (“FTA”); and the Federal Aid Urban Area Boundaries and Street Functional Classifications. The Michigan Department of Transportation shall have a vote on all issues that involve project specific funds, (i.e., planning funds) that are provided by MDOT and FHWA, other than the general overhead burden of operations of the MACC.

V. QUORUM; DECISIONS

No decision of the Board shall be made unless there is a quorum at a meeting. A quorum for Board action shall consist of eleven members for transportation issues, and nine members for non transportation issues.

VI. OFFICERS

The Board, at its ~~first~~ **second** organizational meeting ~~and in October of each year thereafter~~ **of the calendar year**, shall elect an Executive Committee. The Executive Committee shall consist of seven members with at least one City/Twp. Participant, at least one County Participant, at least one Transportation Participant, and at least one at-large representative. No Executive Committee member shall serve more than eight successive one-year terms. The Board, as part of such election process, shall elect from the Executive Committee a Chairperson and three Vice Chairpersons for the MACC's fiscal year. A member of the Executive Committee may hold more than one office. The Secretary and Treasurer, who shall also be elected by the Board, shall not be required to be members of the Board and may be staff or contracted employees of the MACC.

6.1 Duties of Chairperson. The Chairperson shall act as the principal executive officer of the Board and shall preside at all meetings of the Board. In addition, the Chairperson shall have such other powers and duties as may be prescribed by the Agreement, these Bylaws, and such additional powers and duties as may be designated by the Board.

6.2 Duties of the Vice Chairpersons. The three Vice Chairpersons shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson, as directed by the Board.

6.3 Duties of Secretary. The Secretary shall be responsible for preparing and maintaining minutes of each Board meeting and for other record-keeping duties as prescribed by the Board.

6.4 Duties of Treasurer. The Treasurer shall generally supervise the collection, investment, and disbursement of funds as directed by the Board.

Officers shall serve for the fiscal year for which the officer was elected and thereafter until a successor is elected. An officer may be removed at any time without cause upon the affirmative vote of two-thirds of the Board. Removal of a person as an officer shall constitute removal from the Board if the officer was a member of the Board.

VII. STANDING SUBCOMMITTEES

The Board may establish and dissolve subcommittees as it deems necessary from time to time. There shall be one standing subcommittee of the Board, which shall be the Technical Transportation subcommittee. The Technical Transportation subcommittee shall consist of the engineering, technical, and/or planning staffs of the units of government appointing members to the Board and others appointed from time to time by the Board. The Technical Transportation subcommittee shall not have more than one representative from each member unit of government.

7.1 Subcommittee Quorum/Voting Requirements

A majority of the members of a subcommittee shall constitute a quorum for the transaction of business before the subcommittee. Except as otherwise provided, the procedures of subcommittees shall be governed by the most recent edition of Roberts Rules of Order. All subcommittees shall meet at the call of the Chairperson of the subcommittee; upon the request of a majority of the members of the subcommittee; or upon the request of the Board. Any matter before a subcommittee shall be decided by a majority of the quorum present at the meeting of the subcommittee. Each member of a subcommittee shall be entitled to one vote on any issue before the subcommittee.

7.2 Functions of the Subcommittees.

The functions of subcommittees are to:

- A. Make studies of and inquiries into areas of concern and interest as designated by the Board;
- B. Report information to the Board; and
- C. Prepare and submit recommendations of administrative action and proposed resolutions to the Board.

7.3 Removal of a Member of a Subcommittee.

By affirmative vote of 2/3rds of the members of the Board a committee member may be removed without cause from a designated subcommittee assignment.

VIII. EFFECT OF DECISION

Decisions of the Board shall be communicated in writing to the governing bodies of the members of the Board by distribution of the Board's minutes. If the decision of the Board recommends action by one or more of the units of government appointing members to the Board, the minutes of the Board shall so state.

IX. PROCEDURAL DECISIONS

Procedural decisions, such as rules of order, agendas, and the like, shall be determined by the Board and shall be adopted by the Board subsequent to the adoption of these Bylaws. In the absence of such action by the Board or the application of a specific rule or procedure, the Board shall be governed by the most recent edition of Robert's Rules of Order.

X. MEETINGS

The Board shall meet at least quarterly, and more frequently as determined by a majority of the members of the Board. Meetings may be rotated among the various offices of the member units of government, as determined by

the Board. All meetings of the Board shall be subject to the Michigan Open Meetings Act and documents of the MACC shall be subject to disclosure under the Michigan Freedom of Information Act.

XI. EXPENSES

Costs incurred by the MACC shall be allocated among the units of government appointing members to the Board based upon the funding formula established by the Agreement or otherwise agreed upon from time to time by the MACC and the governmental unit. A budget for the MACC shall be adopted and the per capita contributions or other payments shall be paid by units of government in accordance with the Agreement or as otherwise agreed from time to time.

XII. AMENDMENTS OF BYLAWS

To the extent not otherwise prohibited by law, amendments to the Bylaws shall be approved by not less than a two-thirds vote of the entire Board and a two-thirds vote of the governing bodies of the nine member units of government listed first in Article III, above. All amendments to the Bylaws must be in writing and submitted to such units of government at least fifteen days prior to any vote on such amendment.



November 4, 2024

Port Sheldon Township
Pigeon Lake
Mike Sabatino - Supervisor
16201 Port Sheldon St.
West Olive, MI 49460

Re: Renewal Acceptance Letter Pigeon Lake Herbicide Treatments

PLM Lake & Land Management will provide a lake management program for the control of weeds and/or algae in **Pigeon Lake for the 2025-2026 seasons.**

Management program for 2025-2026: Aggressively controlling exotic species throughout Pigeon Lake utilizing systemic herbicides when available. Management will also include performing vegetation surveys (AVAS surveys), pre/post treatment surveys, water quality analysis, and algae treatments if required. Nuisance native plant management is also recommended in developed shoreline areas only, as needed. If budget allows, treatment of the nuisance native plant Duckweed is also recommended, when needed.

Products to be applied: Restrictive products such as Diquat, Renovate, Aquathol K, ProcellaCOR, Sculpin, Flumioxazin, and nonrestrictive products such as copper sulfate, chelated copper products, shade and any new products approved for use through EGLE.

Unit Costs per Acre

Systemic Herbicides (EWM Control):

Renovate OTF (120lbs/acre):	\$555.00
Renovate OTF (180lbs/acre):	\$805.00
Renovate 3:	\$355.00
ProcellaCOR:	\$115.00/PDU
ProcellaCOR w/Diquat:	\$870.00

Contact Herbicides:

Diquat:	\$185.00 (exotics)
Diquat:	\$265.00 (natives)
Aquathol K:	\$200.00 (exotics)
Endothall:	\$310.00 (natives)
AquaStrike:	\$450.00 (natives)
Flumioxazin:	\$615.00 (exotics)
Flumioxazin/Diquat Combo:	\$475.00 (natives)

Other Services:

Algaecides (per acre):	\$50.00 (filamentous or planktonic)
Algaecides (per acre):	\$65.00 (chara)
Chelated copper, max rate:	\$135.00 (filamentous or planktonic)
SeClear G (per acre)	\$405.00 (Starry stonewort)
SeClear L (per acre)	\$205.00 (filamentous or planktonic)
Mechanical Harvesting	\$300/hour, (\$3,500.00 minimum)

Technical Management Services (see below for further details):

AVAS Survey:	\$360.00/survey
Mid-Summer Surveys:	No Charge
Water Quality Program:	\$695.00
EGLE Permit:	~\$875.00

All budgets are comprised using the unit costs per acre listed above and approximate acreages. All treatments will be preapproved prior to application.

Estimated Annual Budget for 2025-2026: \$27,000.00 to \$38,000.00

Note: We estimate that the cost to monitor and treat your lake will fall within these ranges. Please note that the budget is an estimate. You will only be charged for the actual amount of control required, at the unit prices listed above. Cost estimate includes the use of systemic herbicides for EWM at the higher suggested application rate to account for flow of Consumer's Energy intake channel. Estimate also includes nuisance native plant control, vegetation survey, water quality monitoring and annual permit fee. It is recommended to keep the high-end budget in case the introduction of new invasive species (European Frogbit, Starry stonewort) requires additional management. Treatment will be based on pre-surveys and will be *executed only with prior approval.*

Description of Technical Management Services:

On-site Lake Evaluations: Each time a PLM representative is on Pigeon Lake, to perform a survey, WQ testing, treatment, etc, the following will typically occur: Pre-notice to Lake Representative of schedule (i.e Phone call the week before of estimated date). Following the service, a follow up evaluation to Lake Representative of services provided, condition of lake, future recommendations are made. Arrangement can be made to send information via email or voicemail. This is standard as part of our program to keep Lake Board/Association aware and involved in all decision making and serves as a checks and balances of lake management.

Water Quality Program: The water quality program consists of two samplings, occurring in the spring and late summer each season. Parameters such as secchi disc, pH, D.O., conductivity, alkalinity and nutrient sampling of nitrates and total phosphorus give us the ability to monitor lake trends more efficiently. This information will enable us to include the trophic status of your lake. Reports are issued annually in the fall. E. coli testing will be done during the summer months, consisting of three samples for an overall lake average. A total of three sites will be sampled for E. coli and results will be included in the annual report if levels are not out of normal range. If results are elevated, immediate contact will be made and actions can be taken at that time.

Surveys: Performing surveys is a vital part of any lake management program. PLM surveys a lake in the spring and fall as well as surveying for pre/post treatments. Lake representatives are welcome to arrange joining PLM for a survey. Depending on the type of survey performed, a cost may apply. An AVAS survey is a more specific survey performed for specific reasons. Performing spring and fall AVAS surveys of the lake will allow for all vegetation within the lake, native and exotic, to be recorded along with density. This data is important in determining management plans and treatment areas. A full understanding of the vegetation growing within the lake can indicate problems within an aquatic environment. Surveys will be supplied to the lake association upon completion with a break down of what the survey indicates.

Meeting Attendance/Presentation: A representative of PLM is available to attend lake association/board meetings upon request. This request has to be made prior to meeting to allow for conflict in representatives' schedule. If conflict in meeting time does arise, alternative dates and times need to be determined between representative and board. Residential concerns can always be brought to the lake association/board and then to PLM or directly to PLM by calling our office.

Contract Period:

Two Year Treatment Program: Pricing is based on the type and the amount of vegetation or algae present at the time of treatment, as well as, the products applied.

Permit Fee: PLM Lake & Land Management Corp. is responsible for completing and submitting aquatic nuisance permit applications. PLM Lake & Land Management Corp. will send an invoice or statement for the yearly EGLE permit application fee. It is your responsibility to send a check made out to the "State of Michigan" to our office. We must include this check with the EGLE permit application.

Posting of Treatment Areas: Posting of shoreline treatment areas is the responsibility of PLM Lake & Land Management Corp. and will be conducted according to EGLE regulations. Due to EGLE guideline changes and specific residential concerns, posting fees may apply. Signs will be attached to thick barked trees, posts or other suitable fixtures already on site. If homeowners wish to have signs posted in designated areas or on specific fixtures they must notify PLM Lake & Land Management Corp., providing lake address, location of property, and where the signs are to be posted. Pictures are the most informative way to relay this information. Notification of alternate posting must be made at least 14 days prior to treatment and additional fees may apply. The removal of posting signs after the restrictions have expired is the responsibility of the homeowner.

Notification of Treatments: It is your responsibility to notify each resident within **100 feet** of the treatment area **at least seven days** in advance, **but no more than forty-five days** prior to the first treatment date, that products will be applied to the lake (with a provided list of addresses from the lake board). This notification requirement **must** be administered to each and every property owner within 100 feet of any treatment area. PLM Lake & Land Management Corp. will provide a tentative treatment schedule and the **Notice** of proposed products to be used during the spring of each year. We will also notify resident within 100 feet of the treatment areas on the day of treatment.

Non-Target Species: Please be aware that we only control weeds and algae **present** at time of treatment. Emergent vegetation (cattails, bulrush, purple loosestrife), lily pads, eel grass and sago pondweed require separate programs for control and are not addressed unless specifically mentioned in the management program. We have no control over future weed or algae growth based on the current chemicals registered for aquatic use in Michigan.

Electronic Treatment Notification: In addition to the above-required notification procedures, the Department of Agriculture allows for electronic notification i.e. email with the contracting entity. Therefore, if the contracting entity is a township, lake board, or municipality, you will also receive the same information that is being distributed to each resident (Posting Sign) prior to the treatment. By signing this agreement with PLM Lake & Land Management Corp and providing us the contracting entity email address, we can legally implement the electronic notification procedure.


Text Message Pre-Treatment Notification: In an attempt to enhance our communication, similar to the electronic notification procedure, PLM can provide pre-treatment communication via text message to contracting entities as well as lake residents prior to treatments. This notification will simply reference the proposed treatment date and will not accept reply text messages. This communication option will only be implemented if the client provides PLM with text message number.

Invoicing and Payments: PLM Lake & Land Management Corp. will submit an invoice following treatment that will include the following information; lake and/or pond(s) treated, date of treatment and type of treatment or acres treated. Monies will be due net thirty (30) days after each treatment. The invoice may be subject to a fuel surcharge of up to 1% of the total treatment cost. Interest of 1.25% will be added to your bill for each additional sixty (60) days that payment is not received.

Liability Issues: We are responsible for workman's compensation and liability insurance for the duration of the contracted period. PLM Lake & Land Management Corp. is not responsible for fish loss due to low oxygen levels caused during warm water conditions.

Please sign and check optional multiple year program or one-year program. Return one copy of this proposal by December 15, 2024.

For further clarification or modifications please contact.



Jaimee Desjardins, Environmental Scientist
Western MI Regional Manager
PLM Lake & Land Management Corp.

jaimeed@plmcorp.net

cc: Tom Speet, Pigeon Lake Assoc.

For: Port Sheldon Township, Pigeon Lake 2025-2026

Print Name

Signature

Electronic Notification Email Address