

**GRAND RAPIDS CHARTER TOWNSHIP  
REGULAR TOWNSHIP MEETING  
1836 EAST BELTLINE N.E.**

**October 2, 2018  
7:00 p.m.**

**AGENDA**

1. Pledge of Allegiance.
2. Brief Public Comment. (Brief 2-3 minutes per person relating to agenda items).
- \*3. Approve minutes of the regular Township Board meeting of September 18, 2018.
- \*4. Consider cash disbursements.
- \*5. Consider bills to be paid.
- \*6. Consider approval of Personnel Committee recommendation, re: Fire Chief Position.
- \*7. Consider authorization of agreement re: Brownfield plan for the former Sunshine Church property.
- \*8. Consider approval of revised list of suppliers to be paid prior to Township Board approval.
9. Board Comments.
10. Public Comments. (Please limit comments to less than 5 minutes and state your name and address for the recording secretary)
11. Adjournment.

**GRAND RAPIDS CHARTER TOWNSHIP  
REGULAR TOWNSHIP BOARD MEETING  
September 18, 2018**

A meeting of the Grand Rapids Charter Township Board was called to order at 7:00 pm by Supervisor Michael DeVries. The meeting was held in the Township Hall. The following were present: Supervisor Michael DeVries, Clerk Edward Robinette, Treasurer David Van Dyke, and Trustees Vas Christopoulos, David Pierangeli, Lee Van Popering, and Philip Yeiter. There was one person in the audience.

**1. PLEDGE OF ALLEGIANCE.**

**2. BRIEF PUBLIC COMMENT.** There were none.

**3. APPROVE THE MINUTES OF THE REGULAR TOWNSHIP BOARD MEETING OF SEPTEMBER 4, 2018.**

Lee Van Popering, seconded by Vas Christopoulos, moved approval of the minutes as presented. The motion passed unanimously.

**4. CONSIDER BILLS TO BE PAID.**

Lee Van Popering, seconded by David Pierangeli, moved approval of the bills as presented. The motion passed unanimously.

**5. PUBLIC HEARING REGARDING THE ESTABLISHMENT OF A BROWNFIELD AUTHORITY FOR THE FORMER SUNSHINE CHURCH PROPERTY.**

Lee Van Popering, seconded by Philip Yeiter, moved to open the public hearing. The motion passed unanimously. There were no public comments. Lee Van Popering, seconded by Vas Christopoulos, moved to close the public hearing. The motion passed unanimously.

**6. CONSIDER ADOPTION OF A RESOLUTION TO ESTABLISH THE GRAND RAPIDS TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY.**

Lee Van Popering, seconded by David Pierangeli, moved approval of the resolution as presented. A roll call vote was taken

AYES: Christopoulos, DeVries, Pierangeli, Robinette, Van Dyke, Van Popering, Yeiter.

NAYS: None

The Resolution establishing a Brownfield Redevelopment Authority is approved.

**7. CONSIDER ADOPTION OF THE RESOLUTION TO MAKE AND APPROVE APPOINTMENTS TO THE BOARD OF THE GRAND RAPIDS CHARTER TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY.**

Lee Van Popering, seconded by Philip Yeiter, moved approval of the resolution as presented. A roll call vote was taken.

AYES: DeVries, Pierangeli, Robinette, Van Dyke, Van Popering, Yeiter, Christopoulos

NAYS: None

The resolution to make and approve appointments to the Grand Rapids Charter Township Brownfield Redevelopment Authority is approved.

**8. CONSIDER APPROVAL OF THE GRAND RAPIDS TOWNSHIP LIABILITY AND PROPERTY INSURANCE RENEWAL.**

Lee Van Popering, seconded by Vas Christopoulos, moved to renew the insurance policy with the MML as presented. The motion passed unanimously.

**9. CONSIDER APPROVAL OF THE GRAND RAPIDS TOWNSHIP PROVIDENT ACCIDENT AND HEALTH INSURANCE POLICY RENEWAL.**

Lee Van Popering, seconded by David Pierangeli, moved to renew the Present Plan of the Provident Insurance Policy as presented. The motion passed unanimously.

**10. BOARD COMMENTS.** There were none.

**11. PUBLIC COMMENTS.** There were none.

**12. ADJOURNMENT.** The meeting was adjourned at 7:24 pm.

Edward J. Robinette, Clerk  
GRAND RAPIDS CHARTER TOWNSHIP

BD

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank GEN GENERAL CHECKING					
09/04/2018	GEN	10927	DTE	DTE ENERGY	41.21
09/04/2018	GEN	10928	SPEEDWAY	SPEEDWAY - WEX BANK	54.29
09/07/2018	GEN	10929	ADDORIO	ADDORIO TECHNOLOGIES LLC	236.99
09/07/2018	GEN	10930	APPLIED IM	APPLIED IMAGING	375.62
09/07/2018	GEN	10931	BATTERIES+	BATTERIES PLUS	89.70
09/07/2018	GEN	10932	CENTER EDU	CENTER EDU/EMPLOYMENT LAW	124.95
09/07/2018	GEN	10933	CENTRAL IN	CENTRAL INTERCONNECT INC	216.15
09/07/2018	GEN	10934	CONS LIFE	CONSUMERS LIFE INSURANCE COMPANY	311.41
09/07/2018	GEN	10935	COVERALL	COVERALL OF WEST MICHIGAN	253.00
09/07/2018	GEN	10936	DINGES	DINGES FIRE COMPANY	34.85
09/07/2018	GEN	10937	ELECTION S	ELECTION SOURCE	2,711.50
09/07/2018	GEN	10938	EVERKEPT	EVERKEPT	190.00
09/07/2018	GEN	10939	FHPS	FOREST HILLS PUBLIC SCHOOLS	1,641.84
09/07/2018	GEN	10940	GRCC	GRAND RAPIDS COMMUNITY COLLEGE	195.74
09/07/2018	GEN	10941	KC ROAD CO	KENT COUNTY ROAD COMMISSION	13,259.40
09/07/2018	GEN	10942	KC SET	KENT COUNTY SET	659.39
09/07/2018	GEN	10943	KC TREASUR	KENT COUNTY TREASURER	704.19
09/07/2018	GEN	10944	KCT LAW	KENT COUNTY TREASURER	37,545.52
09/07/2018	GEN	10945	KDL	KENT DISTRICT LIBRARY	180.30
09/07/2018	GEN	10946	KISD	KENT INTERMEDIATE SCHOOL DISTRICT	591.91
09/07/2018	GEN	10947	LUSCIOUS L	LUSCIOUS LANDSCAPES	7,835.82
09/07/2018	GEN	10948	MI FIRE IN	MICHIGAN FIRE INSPECTORS SOCIETY	402.30
09/07/2018	GEN	10949	MI FIRE IN	MICHIGAN FIRE INSPECTORS SOCIETY	438.45
09/07/2018	GEN	10950	NORTHVIEW	NORTHVIEW PUBLIC SCHOOLS	183.53
09/07/2018	GEN	10951	PROFESSION	PLM LAKE & LAND MGMT CORP	1,117.75
09/07/2018	GEN	10952	ROBINETTES	ROBINETTE'S	177.20
09/07/2018	GEN	10953	ROBINETTE	ROBINETTE, ED	26.86
09/07/2018	GEN	10954	TAYLOR UNI	TAYLOR UNIVERSITY	100.00
09/10/2018	GEN	10955	COMCAST	COMCAST	10.66
09/10/2018	GEN	10956	DTE	DTE ENERGY	90.27
09/10/2018	GEN	10957	SPEEDWAY	SPEEDWAY - WEX BANK	1,344.89
09/20/2018	GEN	10982	BCN	BLUE CARE NETWORK OF MICHIGAN	5,551.99
09/20/2018	GEN	10983	CONSUMERS	CONSUMERS ENERGY	29.30
09/20/2018	GEN	10984	CONSUMERS	CONSUMERS ENERGY	8,369.24
09/20/2018	GEN	10985	MML LIABIL	MICHIGAN MUNICIPAL LEAGUE	22,014.00
09/20/2018	GEN	10986	MI TAX TRI	MICHIGAN TAX TRIBUNAL	25.00
09/20/2018	GEN	10987	TDS METROC	TDS METROCOM	372.47
09/21/2018	GEN	10965	ABSOPURE	ABSOPURE WATER CO	73.50
09/21/2018	GEN	10966	APPLIED IM	APPLIED IMAGING	737.60
09/21/2018	GEN	10967	AQUATIC DO	AQUATIC DOCTORS LAKE MGMT	795.00
09/21/2018	GEN	10968	BURNHAM &	BURNHAM & FLOWER AGENCY	3,322.00
09/21/2018	GEN	10969	DASH	DASH MEDICAL GLOVES	76.90
09/21/2018	GEN	10970	DEAN'S LAN	DEAN'S LANDSCAPING & EXCAVATING INC	10,386.08
09/21/2018	GEN	10971	GENUINE	GENUINE PARTS CO-GRAND RA	38.97
09/21/2018	GEN	10972	GR S&W	GRAND RAPIDS CITY-WTR SYS	247.07
09/21/2018	GEN	10973	K INVEST	K INVESTIGATIONS LLC	695.00
09/21/2018	GEN	10974	K C TREAS	KENT COUNTY TREASURER'S OFFICE	90.00
09/21/2018	GEN	10975	LOWES	LOWE'S	326.56
09/21/2018	GEN	10976	LUSCIOUS L	LUSCIOUS LANDSCAPES	1,450.00
09/21/2018	GEN	10977	MOORE & BR	MOORE & BRUGGINK INC	10,681.66
09/21/2018	GEN	10978	OFFICE DEP	OFFICE DEPOT	417.19
09/21/2018	GEN	10979	ORKIN	ORKIN INC	83.54
09/21/2018	GEN	10980	SHELDON	SHELDON CLEANERS	4.70
09/21/2018	GEN	10981	VERSLUYS R	VERSLUYS, ROBERT	271.00

GEN TOTALS:

Total of 54 Checks:	137,204.46
Less 0 Void Checks:	0.00
Total of 54 Disbursements:	137,204.46

EOM

BD

BOTH OPEN AND PAID

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. BLUE CARE NETWORK OF MICHIGAN	5,551.99		
2. CONSUMERS ENERGY	29.30		
3. CONSUMERS ENERGY	8,369.24		
4. MICHIGAN MUNICIPAL LEAGUE	22,014.00		
5. MICHIGAN TAX TRIBUNAL	25.00		
6. TDS METROCOM	372.47		
***TOTAL ALL CLAIMS***	36,362.00		

UNJOURNALIZED  
BOTH OPEN AND PAID

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ADDORIO TECHNOLOGIES LLC	351.98		
2. AQUATIC DOCTORS LAKE MGMT	565.00		
3. BREATHING AIR SYSTEMS	1,131.00		
4. COMCAST OF CA/MA/MI/UT LLC	265,689.08		
5. COVERALL OF WEST MICHIGAN	253.00		
6. DEYOUNG CONCRETE, INC	3,918.75		
7. DOUGLASS SAFETY SYSTEMS LLC	168.48		
8. EVERKEPT	95.00		
9. FOREMOST PROMOTIONS	889.32		
10. GRAND RAPIDS CITY-WTR SYS	448.12		
11. GREAT LAKES PAVING	14,535.00		
12. HAMMOND, STEVE	168.95		
13. KCI	429.86		
14. KENT COUNTY ROAD COMMISSION	6,277.43		
15. KENT RECORD MANAGEMENT INC	199.46		
16. LUSCIOUS LANDSCAPES	6,265.82		
17. MEEKHOF TIRE SALES & SERV	1,076.00		
18. MIKA MEYERS	9,298.50		
19. MOORE & BRUGGINK INC	17,074.03		
20. NAGEL CONSTRUCTION	107,606.48		
21. NETWORKFLEET, INC	56.85		
22. NYE UNIFORM COMPANY	134.50		
23. WEST SHORE FIRE	240.95		
***TOTAL ALL CLAIMS***	436,873.56		

MICHAEL J. DeVRIES  
SUPERVISOR

EDWARD J. ROBINETTE  
CLERK

DAVID A. VAN DYKE  
TREASURER



LEE VANPOPERING  
TRUSTEE

DAVID M. PIERANGELI  
TRUSTEE

PHILIP D. YEITER  
TRUSTEE

VASILIKI CHRISTOPOULOS  
TRUSTEE

Item # 6

October 2, 2018

TO: Grand Rapids Charter Township Board of Trustees

FROM: Michael J. DeVries  
Township Supervisor

RE: Personnel Committee recommendation re: Fire Chief Position

### RECOMMENDATION

Consider approval of the recommendation of the Personnel Committee to expand the search for a new Fire Chief to outside candidates (in addition to consideration of the qualified internal candidates), to extend the current Fire Chief's appointment by 6 months, and adopt the proposed hiring schedule.

### BACKGROUND

See attached memo.

## Mike DeVries

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**From:** Sue Cady  
**Sent:** Tuesday, September 25, 2018 8:11 AM  
**To:** s.hammond329@yahoo.com; Bob Versluys; ljwerdon@gmail.com; Scott Radakovitz; Bryan Kuyper; shicks6593@gmail.com; benvan31@gmail.com  
**Cc:** David Pierangeli; Ed Robinette; dvandyke@grandrapidstwp.org; Mike DeVries  
**Subject:** Fire Chief Position Search Update

On behalf of Dave Pierangeli, Personnel Committee Chair:

Good Morning,

The Personnel Committee would like to thank all of the individuals who expressed an interest in the fire chief position. The conversations which took place helped us put faces to names and provided us with invaluable insight about our department. It is reassuring to know the caliber and dedication of the people in our fire department. In addition to considering the well-qualified internal candidates, the Personnel Committee has decided to expand the search to include outside candidates as well. It is the Personnel Committee's belief that it would be in the best interest of our township residents to have an open, transparent, and comprehensive search. Expanding the search does not mean that we will not recommend someone from our department for the position.

We will recommend to the Board of Trustees that a job posting be placed by December 2018. We would then accept applications for the position through February 28, 2019. We would plan to conclude formal interviews by May 31, 2019. Finally we would hope to have the Chief in place by June 30, 2019. We would also recommend to the Board of Trustees that the current chief's contract be extended until June 30, 2019.

Again, we would like to thank all of the fire department personnel for your hard work and dedication to our township.

*Susan M. Cady*

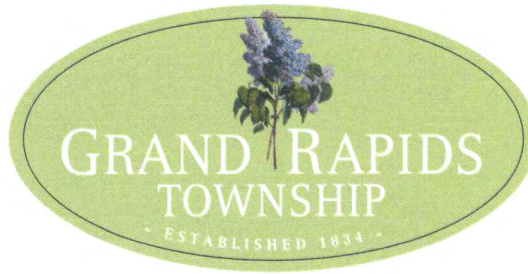
Deputy Treasurer / Office Manager  
Grand Rapids Charter Township  
Direct Dial 616.855.5816  
Fax 616.361.6620  
E-mail [scady@grandrapidstwp.org](mailto:scady@grandrapidstwp.org)



MICHAEL J. DeVRIES  
SUPERVISOR

EDWARD J. ROBINETTE  
CLERK

DAVID A. VAN DYKE  
TREASURER



LEE VANPOPERING  
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VASILIKI CHRISTOPOULOS  
TRUSTEE

Item # 7

October 2, 2018

TO: Grand Rapids Charter Township Board of Trustees

FROM: Michael J. DeVries  
Township Supervisor

RE: Agreement with Barr Engineering re: Brownfield Plan

### RECOMMENDATION

Consider authorization to enter into an agreement with Barr Engineering for the preparation of a Brownfield Plan for the former Sunshine Church site.

### BACKGROUND

See attached agreement.



September 25, 2018

Mr. Michael J. DeVries, Supervisor  
Grand Rapids Charter Township  
1836 East Beltline NE  
Grand Rapids, MI 49525

**Re: Agreement for Preparation of an Act 381 Brownfield Plan for Grand Rapids Charter Township, Kent County, Michigan**

Dear Mr. DeVries:

This letter, together with our Standard Terms (attached) sets forth the Agreement between Grand Rapids Charter Township (Client) and Barr Engineering Co. (Barr) regarding preparation of an Act 381 Brownfield Plan for Grand Rapids Charter Township.

The scope of professional consulting services we will provide for your project includes:

- Preparation of a Brownfield Plan for Grand Rapids Charter Township in accordance with the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (Act 381). The Plan will be developed for the proposed redevelopment of the 72-acre former Sunshine Christian Reformed Church property located at 3300, 3450, and 3590 East Beltline Avenue.

We have made the following key assumptions regarding the level of effort required to complete the scope of this proposal:

- The Client will provide Barr with Township-specific information required to complete the Brownfield Plan, including, but not limited to, estimate of captured taxable value and tax increment revenues, estimated impact of tax increment financing on revenues, tax capture/reimbursement schedule, zoning information, Brownfield Plan resolutions, and development and reimbursement agreements.
- A Brownfield Plan will be issued to the Client in an electronic format in draft form. This draft of the Plan will not include the information itemized in the above bullet and certain other information where local alternatives exist (e.g., Plan duration)
- We have assumed 54 hours for plan preparation by senior technical staff
- The final Brownfield Plan that incorporates feedback from the Township and the Brownfield Authority will be provided following receipt of all client comments..

We will conduct the scope of work as efficiently as possible. However, if the assumptions outlined above are incorrect and an additional level of effort is required to complete the scope of work, we will contact you promptly to discuss the additional necessary effort and how you would prefer to proceed.

This Agreement will be effective for the duration of the services unless earlier terminated by either you or us. We will commence work upon receipt of a copy of this letter signed by you. Barr is available to begin work on the project immediately and will work with the Township to establish an agreeable deadline. We will provide the initial draft of the Brownfield Plan within two weeks of receipt of authorization to proceed. We will inform you of our progress by monthly e-mails.

For the services provided, you will pay us according to the attached Standard Terms. We will bill you approximately every four weeks. The cost of the services will not exceed **\$7,500** (USD) without prior approval by you.

We understand you have the authority to direct us. We will direct communications to you at the address on this letter. Direction should be provided to Bill Davidson at the letterhead address.

During the term of this Agreement, Barr agrees to maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the type of insurance and policy limits as set forth below (USD):

#### Workers' Compensation and Employers' Liability

1. Coverage A: Per State Statute
2. Coverage B: \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

#### Commercial General Liability

1. \$2,000,000 General Aggregate
2. \$2,000,000 Products – Completed Operations Aggregate
3. \$1,000,000 Each Occurrence
4. \$1,000,000 Personal Injury

#### Commercial Automobile Liability

1. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

The Commercial Automobile Liability shall provide coverage for the following automobiles:

1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

#### Umbrella Liability

1. \$10,000,000 Each Claim  
\$10,000,000 Annual Aggregate
2. The Umbrella Liability shall provide excess limits over and above the Commercial General Liability, Employers' Liability and Commercial Automobile Liability limits as stated in this article.

Professional Liability/Pollution Incident Liability

Professional Liability errors and omissions insurance including Pollution Incident Liability coverage with limits of not less than \$5,000,000 Per Claim / \$5,000,000 Aggregate.

Certificates of Insurance

Certificates of Insurance shall be provided upon request.

Barr and Client waive all rights against each other, their subcontractors, agents, and employees, and the other's consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by property or casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation shall be effective notwithstanding any duty of indemnity.

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to us. This Agreement will be open for acceptance until withdrawn by us.

Sincerely yours,

BARR ENGINEERING CO.



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Dan Fetter

Its Vice President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

GRAND RAPIDS CHARTER TOWNSHIP

By \_\_\_\_\_

Its \_\_\_\_\_

Attachments

Standard Terms—Professional Services

cc: Jim Brown, Mika Meyers



## STANDARD TERMS—PROFESSIONAL SERVICES\*

Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

### Section 1: Our Responsibilities

- 1.1 We will provide the professional services (“Services”) described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to release us from claims, damages, and expenses arising out of your direction.
- 1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.
- 1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.
- 1.5 We will provide a health and safety program for our employees and contractors and for site health and safety while our Services are actively in process, but we will not be responsible for health or safety for your contractors unless we accept that duty in writing.
- 1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary.
- 1.7 The information you provide to us will be maintained in confidence except as required by law.

### Section 2: Your Responsibilities

- 2.1 You will provide access to property as required.
- 2.2 If requested, you will provide us with prior reports, specifications, plans, changes in plans, and information about the project in your possession that may affect the delivery of our Services. You will release us from claims involving such information not timely called to our attention or not correctly shown on documents you furnished to us.
- 2.3 Not Used.
- 2.4 You agree to hold us harmless as to any claim that we are an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination of previously uncontaminated air, soil, or water. If you are requesting that we provide services that include this risk, you acknowledge this risk and agree to release us from such contamination claims, damages,

and expenses, including reasonable attorneys’ fees, unless the loss is caused by our negligence.

- 2.6 You agree to make disclosures required by law..

### Section 3: Reports and Records

- 3.1 We will retain analytical data relating to the Services for seven years and financial data for three years.
- 3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.
- 3.3 Our reports, notes, calculations, and other documents, and our computer software and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer our reports to others for a purpose for which they were not prepared without our written approval.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, or readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work prepared and provided by us in your possession or under your control.

### Section 4: Compensation

- 4.1 You will pay for the Services as agreed upon or according to our then current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and you may incur charges in addition to estimated costs.
- 4.2 You agree to notify us of billing disputes promptly and to pay undisputed portions of invoices within 60 days of invoice date; provided, however, that reasonable accommodations will be made for direct payment of invoices by an insurance carrier.
- 4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person’s written acceptance of the

terms of our Agreement and we agree to extend credit to that person.

- 4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.
- 4.5 If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation pursuant to mutually agreeable terms.
- 4.6 Not Used.

#### **Section 5: Disputes, Damage, and Risk Allocation**

- 5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2 We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital; provided, however, that the foregoing shall not apply to stipulated penalties you incur under a consent order or decree as a result of our intentional or negligent acts or omissions. Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3 We will not be liable for damages unless you have notified us of your claim within 30 days of the date of your discovery of it and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within the applicable limitation period provided in law.
- 5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$2,000,000, whichever is greater.
- 5.5 If you fail to pay us within 90 days following invoice date, we may terminate the Agreement.
- 5.6 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys' fees.
- 5.7 The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No

employee acting within the scope of employment shall have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees acting within the scope of employment.

#### **Section 6: Indemnification**

- 6.1 Each of us will indemnify and hold harmless the other from and against demands, damages, and expenses to the comparative extent they are caused by the negligent acts, omissions, or breach of contract of the indemnifying party or of those others for whom the indemnifying party is legally responsible.
- 6.2 To the extent that may be necessary to indemnify either of us under Section 6.1 as to losses to or claims by our respective employees, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### **Section 7: Miscellaneous Provisions**

- 7.1 We will provide a certificate of insurance to you upon request.
  - 7.2 This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by both of us making specific reference to the provision modified may modify it.
  - 7.3 Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.
  - 7.4 A writing may terminate this Agreement. We will receive an equitable adjustment of our compensation if our work is terminated prior to completion as well as our fees and expenses on the basis agreed upon through the effective date of termination.
  - 7.5 We will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, religion, age, genetic information, marital status, sexual orientation, gender identity, familial status, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a protected veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.
- End of Standard Terms*

MICHAEL J. DeVRIES  
SUPERVISOR

EDWARD J. ROBINETTE  
CLERK

DAVID A. VAN DYKE  
TREASURER



LEE VANPOPERING  
TRUSTEE

DAVID M. PIERANGELI  
TRUSTEE

PHILIP D. YEITER  
TRUSTEE

VASILIKI CHRISTOPOULOS  
TRUSTEE

Item # 8

October 2, 2018

TO: Grand Rapids Charter Township Board of Trustees

FROM: Susan M. Cady  
Deputy Treasurer / Office Manager

RE: Payment authorization of specific invoices

### RECOMMENDATION

Consider approval of the payment of Consumers Life Ins Co, Everkept, and Speedway-Wex Bank invoices prior to Board approval in order to meet due dates and avoid late fees. In addition, Fleet Services and Marathon Fleet should be removed from this same list.

### BACKGROUND

This recommendation would revise the list of suppliers that are paid prior to Board approval. The revised complete list would be as follows:

BCN  
Capital One Commercial  
Cardmember Services  
Comcast  
Consumers Energy  
Consumers Life Ins Co  
DTE  
Everkept  
Postmaster  
Speedway-Wex Bank  
TDS