



## Park Township

From the Desk of Howard Fink,

Township Manager

1/29/2021

Hi Everyone. Attached is this week's management report. As always, please let me know if there is anything I have missed.

### **MOU / State Park Pier Gate**

I am anticipating that the DNR Memorandum of Understanding and access to open / close pier gate in the offseason will be on the February agenda. Much has changed since the Township assisted in getting the gate and materials donated and helped coordinate installation. I engaged in this effort and the larger State Park Safety consortium to affect change and do our part in reducing the number of fatalities / water rescues at the State Park. At the time the gate was installed, there was a verbal understanding that the DNR would assume responsibilities for opening and closing the gate during the season. In the offseason, mostly to accommodate fishermen, the Township Fire Department and Sheriff would collaborate on a day to day decision to open / close the gate for a two-month period (originally was one month but expanded to two months for the Fall fishing season). It is important to note that the pier is not designed for visitors to access. It is a navigational device for boating.

A few months ago, the Ottawa County Sheriff made the decision to remove themselves from the original MOU with Corporate Counsel's recommendation. This was done after the gate was installed. While governmental agencies have immunity, the State and Federal government have Sovereign Immunity; a more robust protection. The County is concerned about additional liability exposure and costs from a lawsuit if a fatality or injury occurs when the gate is open. Moreover, The DNR has also since indicated (after the gate was installed) that the opening and closing of the gate would need to occur on a real time basis, rather than once or twice a day as originally discussed and agreed to by all the parties. If I had been aware of this expectation, I would not have used township resources to assist with getting the gate installed; as it would have gone against my assurances that fishermen would be able to access the pier. The more

complicated analysis of liability has been a more recent discussion; one which likely would have changed the outcome of the gate being installed.

Moving forward, I will request that DNR provide additional resources to monitor the gate in the offseason and or extend their immunity protections to the Township. If not, I cannot in good conscience recommend that we enter into an agreement with the DNR. I acted in good faith, with an understanding that the entities were all in agreement with how the gate would be managed. I consulted legal counsel and was comfortable that the Township would not be increasing our liability exposure. Given all the recent changes and new information, I am no longer comfortable with that premise. In retrospect, these details should have been ironed out before instillation, and I take responsibility for the Township effort in assisting with the gate instillation before agreements were approved by all parties. While it's not our gate nor is it on our property, we did assist in the effort.

As you can see, monitoring and deciding when to open / close the gate in the offseason has been a moving target. I hope the DNR will assist in resolving this issue so the fishermen can have access during the Thanksgiving Whitefish run.

### **Speed Trailer**

The Sheriff's office is recommending we purchase a new speed trailer. The old one is requiring a lot of maintenance. It is the same speed trailer recently purchased for Holland Charter Township. For those that are unaware, the Township levies a public safety millage and contracts with the Sheriffs office for services. The cost of the trailer will be taken out of that fund. I will authorize purchase next week, as it is less than the \$10,000 threshold in our policy manual. Given the recommendation is coming from the Sheriff's office, we are considering this as a sole source bid relative to our purchasing policy.

### **Recreation Coordinator**

As you may be aware, the Township's recreation coordinator Brian Dykema has been assisting with Audio Visual / IT efforts during the board meetings. There has been discussion that recording and or broadcasting our meetings may continue after COVID restrictions are lifted. In this case, I would advise having a person assist with audio visual duties. The next payroll processing will occur mid-February. I am recommending that Brian receive a dollar raise on the next payroll for these additional duties. This will be on the agenda for the upcoming February meeting. We will also include this in the new budget, with an assumption that these activities continue. Obviously, there are

policy decisions regarding taping the meetings that are the Board's to determine. If Brian's services are not needed at the future time, we will adjust his salary accordingly.

### **Visioning Process for the Former Airport Property**

I have identified two additional teams that the Board will be asked to consider for the February board agenda. The first is McKenna and Associates team operating out of their Grand Rapids office. The second is Paul McKenna, who was a former partner with LSL planning. I believe both are capable of performing the tasks alongside township staff and support. I have met with both consultants to advise and inform them of the assignment. Both teams are aware of our desire for a highly participatory process over culminating in a preferred concept plan. Both teams will be presenting their thoughts on what such a process will include and guidelines on cost. Once a preferred consultant is chosen, we will need to refine our process / timeline and have that further vetted by the Board.

### **Cooper Van Wieren**

As you may know, the resident at the end of Perry Street, Sarah Rooks has voiced concern with the Cooper Van Wieren parking lot. Approximately two weeks ago an incident occurred where Sarah felt her dogs were being harassed. A sheriff deputy, staff and multiple board members were present during this issue. Following that, Daniele has informed me that Sarah has requested the signage and a fence delineating her property from that of the Park. I am trying to set up a call with Jim Gerard, Myself and Ms. Rooks to discuss these issues and determine next steps. We have left message, but nothing has been scheduled.

### **Wendt Park**

Wendt Park bids have been received. I have attached a preliminary bid tab for your review. The bid spreads were tight, which can be an indication that the engineer did a good job clearly identifying the scope and requirements of the project so that everyone was bidding on an apple to apples comparison. In fact, two of the bids were identical, which is something that has never occurred in my career. If ready, we will have this on the February agenda for a bid award. If necessary, we will hold it until March. The engineer still has to perform post bid interviews, verify all figures, and ensure an apples to apples comparison. At that time, Progressive AE will recommend a contractor for the Board to consider.

## **Storm Water Ordinance**

The State is requiring changes to our storm water ordinance. The County and Macatawa Area Coordinating Council is advising municipalities on how to comply with the new regulations. Nearly all development must adhere to the County standards and are required to become a county drainage district prior to construction. This is not true of site condos or smaller developments that do not require such infrastructure development. With respect to site condos, we will be required to ensure that all developments have either a maintenance agreement with the Township and or a 433 agreement with the county drainage office for future repair. We are already doing this, but the regulations will effectuate it on paper. I prefer the Township require a 433 agreement, which puts the responsibility on the County Drain Office if the association is not maintaining the system, rather than the Township. Updated ordinances will be on a future meeting agenda and further information will be presented at that time.

## **Lisa and Steve Turkstra**

Residents along 160<sup>th</sup> adjacent to the most recent bike path installation are concerned that our drainage design was not sufficient. They have indicated that following the bike path, their property has flooded more intensely and more often than ever before. It's important to also note that the water table in Park Township has been at historic highs, particularly this last spring. The residents do not believe this was the reason for the flooding. I visited the site last night and spoke with the residents at length. I also have had preliminary discussions with Joe Bush and Ken Bosma on the issue. I will follow up with Prein & Newhof and the residents to see if any mistakes were made. I will keep the Board up to date on any determinations / outcomes.

# SMART<sup>®</sup> 12 RADAR Speed Trailer



***SMART 12 Trailer delivered for \$4,995 with 5-year warranty!\****

## Highly Visible

- RADAR speed feedback
- Designed for great visibility up to 600 feet
- 12" (30.5 cm) high intensity LED display
- Flashing overspeed violator alert
- Red-blue, blue-blue or white-white violator alert (option)
- MUTCD compliant post speed sign limit with interchangeable numbers from 5 to 75
- High/low speed display blanking

## Rugged and Trouble Free

- Kustom Signals K-Band directional RADAR
- Lightweight and easily deployed
- 5-year warranty for all trailer electronics including display, RADAR, optional solar and statistics package

## Operational Efficiency

- Up to 7 days continuous operation with 1 battery (solar panel option and/or 2nd battery for extended operation)
- Optional Traffic Data Recorder provides statistical analysis enabling targeted enforcement

## Community Benefits

- Informs and educates motorists
- Proven to reduce traffic speeds
- Neighborhood roads become quieter and safer



Easy deployment



Low power wireless compatible



Low power consumption



Highly visible



Speed awareness



RADAR accuracy



Theft deterrent



Durable



Traffic data

**Best warranty in the industry**

**MUTCD posted speed sign**

**Improve community relations**

\* Delivery to continental US included. Delivery outside of US will be quoted. Specifications subject to change.

Kustom Signals Inc. 9652 Loiret Boulevard, Lenexa, KS, 66219, USA.

[www.KustomSignals.com](http://www.KustomSignals.com)

Tel. 800-458-7866

913-492-1400

# SMART® 12

## RADAR Speed Trailer



### Features

- Kustom Signals K band directional RADAR
- 12" (30.5 cm) amber LED display
- 2½ digits, display speeds up to 199
- High and low speed blanking
- Violator alert: flashing speed
- MUTCD compliant speed sign (18" x 24") with interchangeable numbers
- Defaults to last settings on power-up
- 24-hour single cycle on/off timer
- Push button on/off switch
- Locking lugs
- Removable tongue
- 12 VDC 80 amp/hour deep marine cycle battery
- Battery level indicator and self-diagnostics
- Low power wireless download

### SMART 12 Construction

- Material: 11 gauge, 2" square steel tubing
- 52" W x 90"L x 48"H (posted sign down for transport)
- 52" W x 48"L x 72" H (posted sign deployed, tongue removed)
- Weight: 400 lbs.
- Finish: rust resistance undercoat with graffiti resistant powder coat finish
- 8" wheels with 4.8-8 tires
- Locking lugs included
- Leaf spring suspension
- Electrical wiring concealed in frame
- 2" ball hitch with removable tongue
- Battery box: 13.0" x 14.3" x 37.5"
- 4 stabilizer jacks

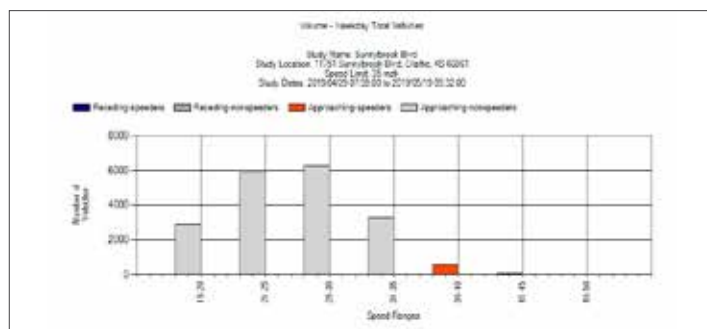


Battery box

SMART 650 - Data Sheet - USA Eng - Print - 04/2020

### Options

- 50W solar panel
- LED trailer lighting
- Traffic data recording with USB thumb drive
- Traffic statistics recording with SMARTstat™ data analysis software
- Android tablet with SMARTstat Lite application
- Violator alert: red-blue, blue-blue or white-white strobes
- Spare tire
- Coupler lock
- Cable wheel lock
- 2nd 12 VDC 80 amp/hour deep cycle battery
- Galvanized wheel upgrade
- Trailer cover



SMARTstat™

\* Delivery to continental US included. Hawaii, Alaska and International orders will be quoted separately. Specifications subject to change.



# KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406  
913-492-1400 Fax 913-492-1703  
sales@kustomsignals.com www.kustomsignals.com

## Quotation

Date 08/13/2020

To... BRAD BENNETT  
OTTAWA CO SHERIFF'S OFFICE

12220 FILLMORE ST  
WEST OLIVE MI 49460

Quote # -225962247207NE  
Terms Per Approved Terms  
This Quote Expires on 11/11/2020  
Phone 616-738-4000  
Fax 616-738-4062

Qty	Product Description	UnitPrice	SubTotal
1	SMART 12 - Trailer with 12" high amber LED display with 2 1/2 digits, MUTCD compliant fold down posted speed limit sign INCLUDES: Shipping & handling to lower 48 5 Year warranty Interchangeable numbers from 5 to 75 Kustom Signals directional K-band RADAR Secure battery enclosure Locking lug nuts 2" ball hitch with removable tongue Flashing digits overspeed violator alert On/off timer Integrated/built in battery charger w/AC outlet (1) 12 V 80 amp-hour group 24 marine battery	\$4,995.00	\$4,995.00
1	Solar Panel - 50 Watt (800 & 850 only)	\$795.00	\$795.00
1	Traffic data recording with USB download and SMARTstat traffic statistics analysis and configuration software	\$725.00	\$725.00
1	Violator alert strobes with red/blue, blue/blue, white/white, red/red or red/white pairs	\$350.00	\$350.00
1	Galvanized wheels upgrade	\$50.00	\$50.00
1	LED Trailer lighting package upgrade ***Holland Twp***	\$65.00	\$65.00

Signature

\* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

**Total**

**\$6,980.00**



**KUSTOM SIGNALS, INC.**  
**TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR § 766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR § 766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.  
Attn: Sales Dept.  
9652 Loiret  
Lenexa, KS 66219

