1. Call To Order

2. Roll Call

3. Approval Of The Minutes Of The Previous Meeting

4. Grand River Trailway Easement And Statement Of Just Compensation
   
   Documents:
   
   EASEMENT FROM GEORGETOWN CHARTER TWP. (70-14-13-200-022)
   (00608250XB95FA).PDF
   STATEMENT OF JUST COMP.-GEORGETOWN CHARTER TWP.
   (00608251XB95FA).PDF

5. Commercial Dumpster Service 2019-2022
   
   Documents:
   
   COMMERCIAL DUMPSTER SERVICE BID TAB 2019.PDF
   ARROWASTE, INC BID FORM.PDF
   WASTE MANAGEMENT BID FORM.PDF

6. Communications, Letters And Reports

7. Public Comments

8. Other Business

9. Adjournment
GRAND RIVER TRAILWAY EASEMENT

Parcel No. 70-14-13-200-022
Grand River Greenway
Non-Motorized Trail Project
(Georgetown Township)

THIS INDENTURE made and entered into this _____ day of ____________________, 2019, by and between GEORGETOWN CHARTER TOWNSHIP, a Michigan governmental charter township, of 1515 Baldwin Street, P. O. Box 769, Jension, Michigan 49429-0769, hereinafter “Grantor,” and the COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter “County;”

BACKGROUND:

For and in consideration of the mutual benefit of the Grantor and the County, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the Township of Georgetown, County of Ottawa and State of Michigan, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: The East 343.00 feet of the West one-half (W 1/2) of the Northeast fractional one-quarter (NE frl. 1/4) of Section 13, Town 6 North, Range 13 West, except commencing 25.00 feet West of the Southeast corner, being 1354.58 feet West of the East one-quarter (E 1/4) corner; thence West 308.00 feet; thence North 555.00 feet; thence East 283.00 feet; thence South 4 degrees 44 minutes 37 seconds East 98.23 feet; thence South 460.00 feet to beginning. Also except that part of the following which lies Southerly of a line 49.00 feet Northerly of and parallel to the following described line: Commencing at the East one-quarter (E 1/4) corner; thence South 01 degree 22 minutes 37 seconds West 113.88 feet to a point of beginning at the construction centerline of Baldwin Street; thence Westerly along a 6000 foot radius curve to the left 125.09 feet (chord bears South 84 degrees 21 minutes 39 seconds West 125.09 feet); thence South 83 degrees 45 minutes 49 seconds West 84.49 feet; thence Westerly along a 700 foot radius curve to the right 266.72 feet (chord bears North 85 degrees 19 minutes 15 seconds West 265.11 feet); thence North 74 degrees 24 minutes 19 seconds West 419.66 feet; thence Northwesterly and Westerly along an 800.00 foot radius curve to the left 196.66 feet (chord bears North 81 degrees 26 minutes 52 seconds West 196.17 feet); thence North 88 degrees 29 minutes 24 seconds West 369.04 feet; thence Westerly along a 40000 foot
radius curve to the left 438.75 feet (chord bears North 88 degrees 48 minutes 16 seconds West 438.75 feet) to point of ending of said line.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT (“TRAILWAY”) SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The Northerly 150.00 feet of the above-described Fee Description along the margin (bank) of the Grand River.

This Easement is exempt from transfer tax by reason of MCL 207.526(a); and MCL 207.505(a).

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Trailway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the “Trailway Easement.”

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Trailway Easement as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of such Easement, together with the right to install signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD the Trailway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, FOREVER.

The Grantor warrants that they have the right and authority to grant this Trailway Easement as above-described and own the lands covered by the Trailway Easement.

The Trailway Easement shall include, but not be limited to, the right to enter upon it any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Trailway, together with the right to excavate a foundation for the location of such Trailway. This Trailway Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Trailway which may interfere with the location, construction, maintenance, repair or upkeep of such Trailway. The County, as a consideration for our granting the right to construct and install such Trailway, shall be obligated to fill and grade to ground level the areas adjoining the Trailway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass alongside such Trailway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the Trailway Easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Trailway.

The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the County’s expense.

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the
Trailway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Trailway Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Trailway, and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

The pronouns and relative words herein are written in the masculine and singular only. If more than one joins in, or be of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.

The Grantor has caused these presents to be signed the day and year first above written.

GEORGETOWN CHARTER TOWNSHIP
a Michigan governmental charter township

By:
Sign here: ______________________________________________________
Type here: James Wierenga
Its: Supervisor

By:
Sign here: ______________________________________________________
Type here: Richard VanderKolk
Its: Clerk

Address: 1515 Baldwin Street, P. O. Box 769
Jenison MI 49429-0769

STATE OF MICHIGAN )
COUNTY OF OTTAWA ) ss.

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this _____ day of ____________________, 2019, by JAMES WIERENGA and RICHARD VANDERKOLK, the Supervisor and Clerk, respectively, of GEORGETOWN CHARTER TOWNSHIP, a Michigan governmental charter township, on behalf of Georgetown Charter Township, as authorized by its Township Board.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454

Notary Public

My Commission Expires: ___________________
STATEMENT OF JUST COMPENSATION

TO: GEORGETOWN CHARTER TOWNSHIP
    1515 Baldwin Street
    P. O. Box 769
    Jenison MI 49429-0769

[“Interested Person(s)”]

THIS STATEMENT OF JUST COMPENSATION is based on the fair market value of the interest in real property, hereinafter described, obtained by the County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, for the Grand River Trailway Easement Project in Georgetown Township. This Statement is not less than the appraised value of the interest in said property acquired, and this Statement disregards any decrease or increase of the fair market value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the offer of just compensation is made, as follows:

Real Property: The East 343.00 feet of the West one-half (W 1/2) of the Northeast fractional one-quarter (NE frl 1/4) of Section 13, Town 6 North, Range 13 West, except commencing 25.00 feet West of the Southeast corner, being 1354.58 feet West of the East one-quarter (E 1/4) corner; thence West 308.00 feet; thence North 555.00 feet; thence East 283.00 feet; thence South 14 degrees 44 minutes 37 seconds East 98.23 feet; thence South 460.00 feet to beginning. Also except that part of the following which lies Southerly of a line 49.00 feet Northerly of and parallel to the following described line: Commencing at the East one-quarter (E 1/4) corner; thence South 01 degree 22 minutes 37 seconds West 113.88 feet to a point of beginning at the construction centerline of Baldwin Street; thence Westerly along a 6000 foot radius curve to the left 125.09 feet (chord bears South 84 degrees 21 minutes 39 seconds West 125.09 feet); thence South 83 degrees 45 minutes 49 seconds West 84.49 feet; thence Westerly along a 700 foot radius curve to the right 266.72 feet (chord bears North 85 degrees 19 minutes 15 seconds West 265.11 feet); thence North 74 degrees 24 minutes 19 seconds West 419.66 feet; thence Northwesterly and Westerly along an 800.00 foot radius curve to the left 196.66 feet (chord bears North 81 degrees 26 minutes 52 seconds West 196.17 feet); thence North 88 degrees 29 minutes 24 seconds West 369.04 feet; thence Westerly along a 40000 foot radius curve to the left 438.75 feet (chord bears North 88 degrees 48 minutes 16 seconds West 438.75 feet) to point of ending of said line.

Interest Obtained: Grand River Trailway Easement.

Description of Property: The Northerly 150.00 feet of the above-described Real Property Description along the margin (bank) of the Grand River.

Interested Person(s): Georgetown Charter Township, a Michigan governmental charter township.

Apportionment of Just Compensation: One hundred (100%) percent to Interested Person(s).
Appraised Fair Market Value: For the mutual benefit of the Interested Person(s) and the County, the Interested Person grants the Grand River Trailway Easement over Parcel No. 70-14-13-200-022.

COUNTY OF OTTAWA
a body corporate

By: ______________________________________

Its: _____________________________________

- Authorized Valuation Declarant on behalf of the Parks & Recreation Commission -

THE UNDERSIGNED acknowledges receipt of the foregoing Statement of Just Compensation and understands their rights and hereby waives their rights under Public Law 91-646, and agrees to grant the interest requested on the terms proposed, even if a donation of such interest.

This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Grand River Trailway Easement and/or instruments of conveyance of our interest in such property is made without undue influence or coercive action of any nature by anyone involved in this Project. We understand that we could request an appraisal of our property and have the right to receive Just Compensation for the conveyance of the interest being requested by the party receiving the Easement/License or conveyance.

Dated this ____ day of _________________, 2019.

GEORGETOWN CHARTER TOWNSHIP
a Michigan governmental charter township

By: ______________________________________

James Wierenga
Its: Supervisor

By: ______________________________________

Richard VanderKolk
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrowaste Inc.</td>
<td>$6,858.00</td>
<td>$7,158.00</td>
<td>$7,473.00</td>
</tr>
<tr>
<td>Everkept Disposal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potluck Pickup</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Republic Services</td>
<td></td>
<td></td>
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<tr>
<td>Waste Management</td>
<td>$7,170.60</td>
<td>$7,529.04</td>
<td>$7,905.48</td>
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</table>

**Bid Opening**

**Bid Date:** August 28, 2019  
**Bid Time:** 10:30 AM

**Owner:** Georgetown Charter Township

**Project Title:** Commercial Dumpster Service 2019-2022

---

Georgetown Charter Township, 1515 Baldwin Street, Jenison, MI 49428  
Phone: (616) 457-2340  www.georgetown-mi.gov
**Arrowaste Inc.**

**Georgetown Township Waste Service Proposal**

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Size</th>
<th>Frequency</th>
<th>Comments</th>
<th>Projected Pick-up Day</th>
<th>Monthly Cost (Year 1)</th>
<th>Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Library</td>
<td>1525 Baldwin St.</td>
<td>6 yard Trash</td>
<td>1x Weekly</td>
<td></td>
<td>Wednesday</td>
<td>$92.50</td>
<td>$ 96.50</td>
</tr>
<tr>
<td>GT Connections</td>
<td>7100 8th Ave.</td>
<td>4 yard Trash</td>
<td>1x Weekly</td>
<td></td>
<td>Tuesday</td>
<td>$61.00</td>
<td>$ 63.75</td>
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<tr>
<td>DPW</td>
<td>6921 28th Ave</td>
<td>6 yard Trash</td>
<td>1x Weekly</td>
<td></td>
<td>Tuesday</td>
<td>$92.50</td>
<td>$ 96.50</td>
</tr>
<tr>
<td>8th Ave. Park</td>
<td>7050 8th Ave.</td>
<td>6 yard Trash</td>
<td>1x Weekly</td>
<td>April - Nov.</td>
<td>Tuesday</td>
<td>$92.50</td>
<td>$ 96.50</td>
</tr>
<tr>
<td>Maplewood Park</td>
<td>7909 12th Ave</td>
<td>6 yard Trash</td>
<td>1x Weekly</td>
<td>April - Nov.</td>
<td>Wednesday</td>
<td>$92.50</td>
<td>$ 96.50</td>
</tr>
<tr>
<td>Rosewood Park</td>
<td>1891 Rosewood St.</td>
<td>6 yard Trash</td>
<td>1x Weekly</td>
<td></td>
<td>Tuesday</td>
<td>$92.50</td>
<td>$ 96.50</td>
</tr>
<tr>
<td>44th St. Fire</td>
<td>1415 44th St.</td>
<td>96 gal. Cart</td>
<td>1x Weekly</td>
<td></td>
<td>Wednesday</td>
<td>$16.00</td>
<td>$ 16.75</td>
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<tr>
<td>36th Ave. Fire</td>
<td>7480 36th Ave</td>
<td>96 gal. Cart</td>
<td>1x Weekly</td>
<td></td>
<td>Thursday</td>
<td>$16.00</td>
<td>$ 16.75</td>
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<tr>
<td>Church St. Fire</td>
<td>7518 Church St.</td>
<td>96 gal. Cart</td>
<td>1x Weekly</td>
<td></td>
<td>Thursday</td>
<td>$16.00</td>
<td>$ 16.75</td>
</tr>
</tbody>
</table>

**TOTAL**          |                  |                |           |          |                       | $6,858.00             | $ 7,158.00|

*No Additional Fuel/Environmental Fees*
*Seasonal stops will not be billed during off-season*
*Increases are equivalent to roughly 4.5%*
*Pickup day subject to change*

**Currently, GT Connections has a 6 yard container on-site, cost would be the equivalent to the other 6 yards listed. No cost for container exchange**

**36th Ave Fire Station also has 2 carts on-site. If only one cart is needed, pricing would be the same as the other Fire Stations.**

Vendor:

By
Name
Title
Date
<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 3</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>100.75</td>
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<tr>
<td>$</td>
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<td>$</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$ 7,473.00</strong></td>
</tr>
<tr>
<td><strong>Discounted Amount</strong></td>
<td><strong>$ 6,667.00</strong></td>
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* 8 months, from April 1st-Nov. 30th.*
<table>
<thead>
<tr>
<th>Account</th>
<th>Location Name</th>
<th>Address 1</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Qty</th>
<th>Service</th>
<th>Frequency</th>
<th>Waste Type</th>
<th>Price 1st Year (All Inclusive)</th>
<th>Price 2nd Year (All Inclusive)</th>
<th>Price 3rd Year (All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Georgetown Charter Township</td>
<td>Public Library</td>
<td>1525 Baldwin Street</td>
<td>Jenison</td>
<td>MI</td>
<td>49428</td>
<td>1</td>
<td>Weekly</td>
<td>6 YD</td>
<td>TRASH</td>
<td>$92.54</td>
<td>$97.17</td>
<td>$102.03</td>
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<td>Jenison</td>
<td>MI</td>
<td>49428</td>
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<td>Weekly</td>
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<td>DPW</td>
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<td>MI</td>
<td>49428</td>
<td>1</td>
<td>Weekly</td>
<td>6 YD</td>
<td>TRASH</td>
<td>$92.54</td>
<td>$97.17</td>
<td>$102.03</td>
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<td>Jenison</td>
<td>MI</td>
<td>49428</td>
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<td>Weekly</td>
<td>6 YD</td>
<td>TRASH</td>
<td>$92.54</td>
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<td>Jenison</td>
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<td>MI</td>
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<td>1</td>
<td>Weekly</td>
<td>6 YD</td>
<td>TRASH</td>
<td>$92.54</td>
<td>$97.17</td>
<td>$102.03</td>
</tr>
<tr>
<td>Georgetown Charter Township</td>
<td>44th Street Fire</td>
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<td>Jenison</td>
<td>MI</td>
<td>49428</td>
<td>1</td>
<td>Weekly</td>
<td>96 Gallon Cart</td>
<td>TRASH</td>
<td>$18.51</td>
<td>$19.43</td>
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<td>Georgetown Charter Township</td>
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<td>1</td>
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<td>96 Gallon Cart</td>
<td>TRASH</td>
<td>$18.51</td>
<td>$19.43</td>
<td>$20.20</td>
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<td>Georgetown Charter Township</td>
<td>Church Street Fire</td>
<td>7518 Church Street</td>
<td>Jenison</td>
<td>MI</td>
<td>49428</td>
<td>1</td>
<td>Weekly</td>
<td>96 Gallon Cart</td>
<td>TRASH</td>
<td>$18.51</td>
<td>$19.43</td>
<td>$20.20</td>
</tr>
</tbody>
</table>

**SPECIAL TERMS AND INSTRUCTIONS**

**ADDITIONAL FEES:**
- ADMIN FEE: $6.50
- FUEL: Exempt
- ENVIRONMENTAL (ENV): Included in Price
- REGULATORY COST (ROR): Included in Price
- RECYCLE OFFSET (RMO): Standard
- COMMERCIAL OVERAGE: $120.00
- DELIVERY FEE FOR ALL BINS: $375

**SPECIAL INSTRUCTIONS:**
- 5% API years 2 & 3

**Customer Name:**

**Company Name:** WASTE MANAGEMENT OF Michigan INC.

**Customer Signature:**

**Company Signature:**

**Effective Date:**

**Effective Date:**