

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

**June 5, 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 May 15, 2018.
- \*4. Consider cash disbursements.
- \*5. Consider bills to be paid.
- \*6. Consider contractual agreement with Kraig Kuklewski for enforcement responsibilities.
- \*7. Consider resolution of support to relinquish jurisdiction for transfer of property to Grand Rapids Township.
8. Board Comments.
9. Public Comments. (Please limit comments to less than 5 minutes and state your name and address for the recording secretary)
10. Adjournment.

**GRAND RAPIDS CHARTER TOWNSHIP  
REGULAR TOWNSHIP BOARD MEETING  
May 15, 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, and Trustees Vas Christopoulos, David Pierangeli, Lee Van Popering, and Philip Yeiter. Treasurer David Van Dyke was absent. There was one person in the audience.

1. **PLEDGE OF ALLEGIANCE.**
2. **BRIEF PUBLIC COMMENT.** There were none.
3. **APPROVE MINUTES OF THE REGULAR TOWNSHIP BOARD MEETING OF MAY 1, 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. **CONSIDER THE REQUEST FROM LEE VAN POPERING TO RESIGN FROM THE ZONING BOARD OF APPEALS.**  
  
Philip Yeiter, seconded by Vas Christopoulos, moved to accept the resignation, with regret. The motion passed unanimously.
6. **CONSIDER THE AUTHORIZATION TO PURCHASE 2 PARCELS OUT OF FORECLOSURE FROM KENT COUNTY FOR A TOTAL OF \$7432.45.**  
  
Lee Van Popering, seconded by Philip Yeiter, moved to purchase the parcel at 4398 Knapp Ct. The motion passed unanimously. Lee Van Popering, seconded by Vas Christopoulos, moved to purchase the parcel at 3832 Kate Ave NE. The motion passed with one in opposition.
7. **CONSIDER CONCEPTUAL APPROVAL OF THE ESTABLISHMENT OF A BROWNFIELD REDEVELOPMENT AUTHORITY.**  
  
Lee Van Popering, seconded by David Pierangeli, moved approval of the conceptual endorsement of the establishment of a Brownfield Redevelopment Authority. The motion passed unanimously.
8. **BOARD COMMENTS.** There were none.
9. **PUBLIC COMMENTS.** Curt Benson introduced himself as a candidate for Kent County Circuit Court.
10. **ADJOURNMENT.** The meeting was adjourned at 7:16 pm.

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank GEN GENERAL CHECKING					
05/03/2018	GEN	10520	CARDMEMBER	CARDMEMBER SERVICE	544.81
05/03/2018	GEN	10521	CONSUMERS	CONSUMERS ENERGY	1,027.19
05/03/2018	GEN	10522	CONS LIFE	CONSUMERS LIFE INSURANCE COMPANY	300.57
05/03/2018	GEN	10523	COVERALL	COVERALL OF WEST MICHIGAN	253.00
05/03/2018	GEN	10524	EVERKEPT	EVERKEPT	95.00
05/03/2018	GEN	10525	FHPS	FOREST HILLS PUBLIC SCHOOLS	2,059.97
05/03/2018	GEN	10526	GRCC	GRAND RAPIDS COMMUNITY COLLEGE	45.91
05/03/2018	GEN	10527	KCAAO	KENT COUNTY ASSOC OF ASSESS OFFICER	75.00
05/03/2018	GEN	10528	KC SET	KENT COUNTY SET	154.68
05/03/2018	GEN	10529	KC TREASUR	KENT COUNTY TREASURER	599.81
05/03/2018	GEN	10530	KDL	KENT DISTRICT LIBRARY	353.08
05/03/2018	GEN	10531	KISD	KENT INTERMEDIATE SCHOOL DISTRICT	138.07
05/03/2018	GEN	10532	LUSCIOUS L	LUSCIOUS LANDSCAPES	5,350.82
05/03/2018	GEN	10533	METRO FLAG	METRO FLAG CO	192.96
05/03/2018	GEN	10534	MIKA MEYER	MIKA MEYERS	6,444.50
05/03/2018	GEN	10535	MOORE & BR	MOORE & BRUGGINK INC	13,051.44
05/03/2018	GEN	10536	NORTHVIEW	NORTHVIEW PUBLIC SCHOOLS	138.16
05/03/2018	GEN	10537	PREIN	PREIN AND NEWHOF	396.75
05/03/2018	GEN	10538	RIVER C WI	RIVER CITY WINDOW CLEANING LLC	285.00
05/08/2018	GEN	10539	HSBC MENAR	CAPITAL ONE COMMERCIAL	60.67
05/08/2018	GEN	10540	COMCAST	COMCAST	10.66
05/08/2018	GEN	10541	CONSUMERS	CONSUMERS ENERGY	414.48
05/08/2018	GEN	10542	CONSUMERS	CONSUMERS ENERGY	31.03
05/08/2018	GEN	10543	CONSUMERS	CONSUMERS ENERGY	8,552.36
05/08/2018	GEN	10544	DTE	DTE ENERGY	819.31
05/08/2018	GEN	10545	FLEET	FLEET SERVICES - WEX BANK	389.36
05/08/2018	GEN	10546	MARATHON F	MARATHON FLEET - WEX BANK	557.88
05/08/2018	GEN	10547	TDS METROC	TDS METROCOM	372.50
05/17/2018	GEN	10586	KC TREASUR	KENT COUNTY TREASURER	7,432.45
05/18/2018	GEN	10553	ABSOPURE	ABSOPURE WATER CO	38.00
05/18/2018	GEN	10554	ADDORIO	ADDORIO TECHNOLOGIES LLC	1,067.98
05/18/2018	GEN	10555	ADVANCE	ADVANCE NEWSPAPERS	385.82
05/18/2018	GEN	10556	AMDG ARCHT	AMDG ARCHITECTS INCORPORATED	1,058.61
05/18/2018	GEN	10557	APPLIED IM	APPLIED IMAGING	406.28
05/18/2018	GEN	10558	AQUATIC DO	AQUATIC DOCTORS LAKE MGMT	235.00
05/18/2018	GEN	10559	BEN M MULL	BEN M MULLER REALTY	578.56
05/18/2018	GEN	10560	BS&A	BS & A SOFTWARE	2,611.00
05/18/2018	GEN	10561	BAKER, DEN	DENNIS BAKER	15.00
05/18/2018	GEN	10562	DREW WIRE	DREW WIRELESS, LLC	135.00
05/18/2018	GEN	10563	EVERKEPT	EVERKEPT	95.00
05/18/2018	GEN	10564	KCI	KCI	482.57
05/18/2018	GEN	10565	KCAAO	KENT COUNTY ASSOC OF ASSESS OFFICER	75.00
05/18/2018	GEN	10566	KC HEALTH	KENT COUNTY HEALTH DEPT	48.00
05/18/2018	GEN	10567	KENT RECOR	KENT RECORD MANAGEMENT INC	286.18
05/18/2018	GEN	10568	LOWES	LOWE'S	148.81
05/18/2018	GEN	10569	LUSCIOUS L	LUSCIOUS LANDSCAPES	1,375.00
05/18/2018	GEN	10570	MMAAO	MMAAO	40.00
05/18/2018	GEN	10571	NAT HOSE	NATIONAL HOSE TESTING SPECIALTIES	330.50
05/18/2018	GEN	10572	NYE UNIFOR	NYE UNIFORM COMPANY	811.44
05/18/2018	GEN	10573	OFFICE DEP	OFFICE DEPOT	293.09
05/18/2018	GEN	10574	ORKIN	ORKIN INC	81.60
05/18/2018	GEN	10575	ROSENDALL	ROSENDALL WELL DRILLING	145.00
05/18/2018	GEN	10576	SHELDON	SHELDON CLEANERS	20.50
05/18/2018	GEN	10577	SPECTRUM	SPECTRUM HEALTH OCCU SVCS	105.19
05/18/2018	GEN	10578	SPENCER	SPENCER MANUFACTURING INC	90.00
05/18/2018	GEN	10579	ST OF MIC	STATE OF MICHIGAN	4,186.67
05/18/2018	GEN	10580	STEGMIER G	STEGMIER, GINGER	64.80
05/18/2018	GEN	10581	TECH MASTE	TECH MASTERS	2,073.17
05/18/2018	GEN	10582	TENDER LAW	TENDER LAWN CARE	630.00
05/18/2018	GEN	10583	HAAN, VAL	VALERIE HAAN	50.00
05/18/2018	GEN	10584	WSHORE FIR	WEST SHORE FIRE	285.00
05/18/2018	GEN	10585	WOODS BLDR	WOODS BUILDERS HOMES, INC	1,500.00
05/24/2018	GEN	10592	BCN	BLUE CARE NETWORK OF MICHIGAN	5,551.99
05/24/2018	GEN	10593	CARDMEMBER	CARDMEMBER SERVICE	756.47
05/24/2018	GEN	10594	COMCAST	COMCAST	184.85
05/24/2018	GEN	10595	CONSUMERS	CONSUMERS ENERGY	1,010.96

GEN TOTALS:

Total of 66 Checks:	77,400.46
Less 0 Void Checks:	0.00
Total of 66 Disbursements:	77,400.46

30

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. KENT COUNTY TREASURER	7,432.45		
***TOTAL ALL CLAIMS***	7,432.45		

BD

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. BLUE CARE NETWORK OF MICHIGAN	5,551.99		
2. CARDMEMBER SERVICE	756.47		
3. COMCAST	184.85		
4. CONSUMERS ENERGY	1,010.96		
***TOTAL ALL CLAIMS***	7,504.27		

BD

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. AQUATIC DOCTORS LAKE MGMT	795.00		
2. CADY, SUE	10.90		
3. CARPENTER, REBECCA	100.00		
4. CONSUMERS LIFE INSURANCE COMPANY	300.57		
5. COVERALL OF WEST MICHIGAN	253.00		
6. DEVEREAUX, ROBERT	172.80		
7. DEVRIES LANDSCAPE MANAGEMENT	125.00		
8. DREW WIRELESS, LLC	305.00		
9. EVERGREEN UNDERGROUND	350.90		
10. EVERKEPT	190.00		
11. KENT COUNTY ROAD COMMISSION	367.63		
12. KENT COUNTY TREASURER	134,909.87		
13. KENT COUNTY TREASURER'S OFFICE	630.00		
14. LUSCIOUS LANDSCAPES	9,765.82		
15. MARSHALL & SWIFT	359.95		
16. MIKA MEYERS	12,260.50		
17. MTA (MICHIGAN TWP ASSOCIATION)	5,961.64		
18. NETWORKFLEET, INC	125.57		
19. NYE UNIFORM COMPANY	405.97		
20. OFFICE DEPOT	180.53		
21. PLM LAKE & LAND MGMT CORP	1,325.00		
22. RACQUET SPORTS INC.	24,905.00		
23. VERSLUYS, ROBERT	188.27		
***TOTAL ALL CLAIMS***	193,988.92		

MICHAEL J. DeVRIES  
SUPERVISOR

EDWARD J. ROBINETTE  
CLERK

DAVID A. VAN DYKE  
TREASURER



LEE VANPOPERING  
TRUSTEE

DAVID M. PIERANGELI  
TRUSTEE

BEVERLY S. WALL  
TRUSTEE

PHILIP D. YEITER  
TRUSTEE

Item #   6  

June 5, 2018

TO: Grand Rapids Charter Township Board of Trustees

FROM: Michael J. DeVries  
Township Supervisor

RE: Consider contractual agreement for enforcement services

RECOMMENDATION

Consider approval of the Zoning Enforcement Contractual Services Agreement with Kraig Kuklewski.

BACKGROUND

See attached draft contract and resume.

**GRAND RAPIDS CHARTER TOWNSHIP  
INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT  
(the "Agreement")  
dated this 6th day of June, 2018**

**BETWEEN:**

Grand Rapids Charter Township  
(the "Client")

- AND -

K Investigations LLC  
(the "Contractor")

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - Receives, records and responds to citizen complaints and reports from Township departments of zoning/ordinance violations within the Township.
  - The Code Enforcement Officer shall initially seek voluntary compliance of zoning/ordinance violations.
  - The Code Enforcement Officer may perform on-site inspections, conduct interviews, log complaints, document incidents and issue warnings and/or court appearance citations as needed.
  - The Code Enforcement Officer performs follow-up investigations on existing complaints.
  - The Code Enforcement Officer answers questions and advises property owners, builders and the public regarding compliance with zoning/ordinance issues.
  - Works with Kent County Sheriff Department – East Precinct Community Policing Officer to resolve zoning/ordinance issues.
  - Prepares cases for court proceedings including gathering evidence and preparing documentation for court testimony.
  - Consults with the Township Supervisor regarding recommendations on zoning/ordinance changes.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.



**Term of Agreement**

3. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until either party terminates the agreement with 30 days written notice.

**Compensation**

4. The Contractor will charge the Client a flat fee of \$695.00 per month for the Services (the “Compensation”). This will be paid on the Friday following the third Tuesday of the month and is for the current month’s services.

**Return of Property**

5. Upon the termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or other information which is the property of the Client.

**Capacity/Independent Contractor**

6. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

**Notice**

7. All communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
  - 1836 East Beltline NE, Grand Rapids MI 49525
  - 5355 Northland Dr, Grand Rapids MI 49525-1090

**Indemnification**

8. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**Modification of Agreement**

9. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Assignment**

10. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without prior written consent of the Client.

**Entire Agreement**

11. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Inurement**

12. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**Titles/Headings**

13. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

14. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

15. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

**Severability**

16. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

17. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures on this 6<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Grand Rapids Charter Township (Client)

\_\_\_\_\_  
K Investigations (Contractor)

# ■ ■ Kraig S. Kuklewski

616-930-0575    kkuklewski@yahoo.com    4862 Maltese Ct. NE, Belmont, MI 49306

## FINANCIAL INVESTIGATOR

Retired IRS Special Agent with over 30 years investigative experience. Strong ability to liaison with attorneys and police officials. Expertise in interviewing key people in criminal cases. Demonstrated skills in solving major financial crimes. Member of West Michigan Joint Terrorism Task Force.

## Key Strengths

Tax Fraud / Financial Investigations / Oral and Written Communications / Audits / Bank Fraud / Interviewing / Report Writing / Microsoft Office Suite / Coaching / Governmental Relations / Surveillance / Attention to Detail / Independence

## Experience

### INTERNAL REVENUE SERVICE - CRIMINAL INVESTIGATION - SPECIAL AGENT GRAND RAPIDS, MI – 1986-2016

Investigate financial criminal allegations involving tax, money laundering and monetary related offenses. Write affidavits supporting search and seizure warrants. Analyze complex and voluminous financial data. Prepare detailed prosecution reports recommending criminal charges. Assist AUSA's in drafting indictments for tax and money laundering charges. Testify before federal grand juries and trial juries. Participate with various other federal and state investigators in multi-agency cases. Lead search teams, arrest teams, armed escorts and participated in dignitary protection details.

### OTHER DUTIES

- Worked with US Probation Department to ensure the courts had accurate background information on criminal offenders.
- Utilized various computer databases such as Lexis Nexis, Accurint, MISOS (Secretary of State), IRS-IDRS, PACER (US courts), TECS, and others to gather information on targets and witnesses.
- Conducted research on real estate ownership records at county recorders and tax assessor offices.

### KEY ACHIEVEMENTS

- Served as a lead investigator on the McQueen case - a \$56 million money laundering and tax fraud investigation that went to trial resulting in multiple criminal convictions. This case earned a National FINCEN award for 2015.
- Worked with AUSAs to dismantle several illegal tax protestor groups.
- Coordinated national projects on "Abusive Trust Schemes".
- Worked on a sovereign citizens task force in Washington DC.
- Served as lead Physical Fitness Coordinator for Michigan.
- Received Performance Award: 2007, 2012 - 2016.

## Education / Training / Additional

- Bachelor of Science, Business Administration, Aquinas College, Grand Rapids, MI.
- Special Agent Investigator Training and Criminal Investigator Training.
- Volunteer with West Michigan Catholic Charities (God's Kitchen) and the Boys Scouts of America.

MICHAEL J. DEVRIES  
SUPERVISOR

EDWARD J. ROBINETTE  
CLERK

DAVID A. VAN DYKE  
TREASURER



LEE VANPOPERING  
TRUSTEE

DAVID M. PIERANGELI  
TRUSTEE

BEVERLY S. WALL  
TRUSTEE

PHILIP D. YEITER  
TRUSTEE

Item # 7

June 5, 2018

TO: Grand Rapids Charter Township Board of Trustees

FROM: Michael J. DeVries  
Township Supervisor

RE: Resolution to transfer property to Grand Rapids Township from Kent County  
Road Commission

### RECOMMENDATION

Consider approval of the Resolution for the abandonment of KCRC jurisdiction with the intention to transfer jurisdiction to GRT.

### BACKGROUND

The Resolution transfers the abandoned KCRC Crahen Rd property to GRT. Crahen Rd was relocated in 2017 to align with Forest Hill Ave and this completes the property transfers associated with that work. See attached Resolution.

**CHARTER TOWNSHIP OF GRAND RAPIDS**

**COUNTY OF KENT, MICHIGAN**

Minutes of a regular meeting of the Township Board of the Charter Township of Grand Rapids, Kent County, Michigan, held at the Grand Rapids Township Hall, 1836 East Beltline NE, in said Township, on the 5th day of June, 2018, at 7:00 p.m.

PRESENT: Members: \_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**RESOLUTION NO. RJ2018**

**RESOLUTION OF SUPPORT FOR ROAD ABANDONMENT OR RELINQUISHMENT OF JURISDICTION; INTENTION FOR TRANSFER OF PROPERTY**

WHEREAS, the Kent County Road Commission ("KCRC") has been requested to abandon or relinquish jurisdiction over a portion of Crahen Avenue between Aspen Trails Drive, and Fulton Street; and

WHEREAS, it is the Township Board's determination that this portion of Crahen Avenue serves no benefit to the transportation system within Grand Rapids Charter Township; and

WHEREAS, discontinuation of this portion of the road would facilitate the redevelopment of the property; and

WHEREAS, the addition of the right-of-way to the adjacent Township would be consistent with carrying out the purpose of the sale of the right-of way to accommodate the relocation of Crahen Avenue.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Township Board supports the relinquishment of jurisdiction of this portion of Crahen Avenue by the Kent County Road Commission, subject to and together with easements for the public utilities currently located within the right-of-way.

2. Pursuant to the County Road Law, the Township requests that the Kent County Road Commission relinquish jurisdiction of this portion of right-of way to Grand Rapids Charter Township and that a quit claim deed for the property be issued to reflect this.

3. The Township hereby resolves its intention that, upon relinquishment of jurisdiction of this former Crahen Avenue right-of-way it shall thereupon transfer the entire width of the right-of-way to the Township property to the east by quit claim deed, subject to and together with easements for public utilities and any necessary access for the Township property, and the Township Supervisor is hereby authorized and directed to execute and deliver such a deed without further action of the Township Board.

4. A copy of this resolution shall be provided to the Kent County Road Commission.

AYES: Members: \_\_\_\_\_

NAYS: Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

---

Edward J. Robinette, Clerk  
Grand Rapids Charter Township