



AGENDA  
ADA TOWNSHIP REGULAR BOARD MEETING  
MONDAY JANUARY 22, 2024 at 6:00 P.M.  
ADA TOWNSHIP HALL  
7330 THORNAPPLE RIVER DRIVE

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. MOMENT OF SILENCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA
- VI. GENERAL TOWNSHIP BUSINESS
  - Motion to approve minutes and accept and file reports/communications under consent agenda
  - A. APPROVAL OF TOWNSHIP BOARD MINUTES
    - 1. Regular Board Meeting Minutes – January 8, 2024
    - 2. Closed Session Meeting Minutes – January 8, 2024
  - B. RECEIVE AND FILE VARIOUS REPORTS AND COMMUNICATIONS
    - 1. Downtown Development Authority Meeting Minutes – December 11, 2023
    - 2. Parks, Recreation & Land Preservation Meeting Minutes – December 14, 2023
    - 3. Ada Historical Society Meeting Minutes – December 14, 2023
    - 4. Letter from Mark Hunsaker re: Paving of Portion of 3 Mile Rd.
- VII. APPROVAL OF WARRANTS
  - A. Township General Warrants
  - B. Consider Leonard Field Park Riverfront Improvement Project Change Order #2 from Thomet Construction for an Increase of \$12,950.61 for Replacement of the Observation Deck Substructure, Additional Square Posts between the Railing and Covered Bridge and to correct the Cost of Universal Picnic Tables from the Original Bid Form
  - C. Consider Leonard Field Park Riverfront Improvement Project Pay Application #2 to Thomet Construction for \$317,575.29
- VIII. PUBLIC COMMENT (*Limit of 3 Minutes Per Speaker*)
- IX. UNFINISHED BUSINESS –
  - A. Resolution R-012224-1 Consider Recommendation from Downtown Development Authority to Revise the Hours/Dates of Operation for the Ada Township Social District

- X. PUBLIC HEARING – None
- XI. NEW BUSINESS
  - A. Resolution R-012224-2: A Resolution to Re-Appoint Bryan Harrison and Appoint Shelley Cloutier to the Downtown Development Authority for a Term Expiring December 31, 2027
  - B. Resolution R-012224-3: A Resolution to Approve a Franchise Agreement with Spectrum Mid-America, LLC (Charter Communications)
  - C. Resolution R-012224-4: Resolution for Local Government Approval for Redevelopment Liquor License for Michigan Coffee Crew – Ada A6, LLC
  - D. Resolution R-012224-5: Resolution for Local Government Unit Approval for Social District Permit for Michigan Coffee Crew – Ada A6, LLC
  - E. Consider Proposal from Hamilton Helicopter Spongy Moth Spray Services to Spray 289 Acres for a Cost Not to Exceed \$23,018.85
  - F. Consider Proposal from Moore+Bruggink for Thornapple River Pedestrian Bridge Engineering for an Amount not to Exceed \$200,000.00
  - G. Consider Approval of 4<sup>th</sup> of July Fireworks Contract with Great Lakes Fireworks for an Amount Not to Exceed \$21,000.00
- XII. DEPARTMENT REPORTS
  - A. Township Manager Report – January 17, 2024
- XIII. BOARD MEMBER COMMENT
- XIV. OPPORTUNITY FOR ADDITIONAL PUBLIC COMMENT (*Limit of 3 Minutes Per Speaker*)
- XV. CLOSED SESSION – None
- XV. ADJOURNMENT



**ADA TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY (DDA)  
BOARD OF DIRECTORS  
MINUTES OF THE DECEMBER 11, 2023, MEETING, 8:00 A.M.**

A regular meeting of the Ada Township Downtown Development Authority (DDA) was held on Monday, December 11, 2023, at 8:00 a.m. at the Ada Township Hall, Assembly Room, 7330 Thornapple River Drive, Ada MI.

**I. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 8:00 a.m. by Chair Knapp.

**BOARD MEMBERS PRESENT:** Bowersox, Harrison, Idema, Knapp, Leisman, Turan, Vogl

**BOARD MEMBERS ABSENT:** Coe, Frost

**STAFF AND OFFICIALS PRESENT:** Buckley, Deason, Moran, Said, Stichman, Suchy

**PUBLIC PRESENT:** 7

**II. APPROVAL OF AGENDA**

Moved by Leisman, supported by Bowersox, to approve and amend the agenda to include the November 13, 2023, Semi-Annual Information Meeting minutes as discussed. Motion carried.

**III. APPROVAL OF MINUTES OF NOVEMBER 13, 2023, REGULAR MEETING  
AND NOVEMBER 13, 2023, SEMI-ANNUAL INFORMATIONAL MEETING**

Moved by Harrison, supported by Vogl, to approve the minutes of November 13, 2023, Regular Meeting and the November 13, 2023, Semi-Annual Informational Meeting as presented. Motion carried.

**IV. APPROVAL OF PAYABLES – none**

**V. UNFINISHED BUSINESS - none**

**VI. NEW BUSINESS**

**a. Review of DDA Board Membership Terms Expiring 12/31/23 - *verbal update***

Leisman explained that when DDA Board members are appointed it is for a 4-year term, and Bryan Harrison and Terry Bowersox are up for re-appointment. Leisman said that Harrison has agreed to serve another 4-years and he will bring his appointment to the Township Board. Leisman shared that Bowersox has decided to not go for another 4-year term.

**b. Presentation of Certificate of Appreciation to Outgoing DDA Board Member Terry Bowersox**

Leisman said that Terry was one of the original members of the DDA that started in 2008. He has served as Vice-Chair for several years and Chair for almost a decade. Leisman thanked Bowersox for his years of service and dedication to the DDA and Ada. Leisman presented Terry with a certificate of appreciation on behalf of the Township Board and the DDA. Bowersox shared that he has been a part of making a great community even greater and said that it has been enjoyable and fun for him meeting everybody and being involved, and he is grateful for it.

**c. Review and Consider Resolution of Support for the Social District Expansion**

Stichman stated that in anticipation of the upcoming expiration date of the Social District on January 31, 2024, staff convened a work session with managers and owners of the restaurants and key partners from ABA, CDV5 and Discover Ada to strategize on what the businesses want to see happen with the Social District. The conversation centered on leveraging successes, tackling challenges, proposing enhancements to expand the social district's influence, and considering broader impact while aligning with local norms and addressing safety considerations. Stichman referred to the summary of the discussion included in the packet, with specific topics of discussion: identified strengths, identified challenges, explored opportunities (possibly altering the hours of operation), and a few potential changes and their benefits.

Stichman went over the renderings of proposed options (1, 2 & 3) for the expansion and boundary modifications. Stichman concluded that she recommends the DDA Board review the proposed changes to the hours of operation and boundaries and consider approval for a resolution of support to be presented to the Township Board.

There was DDA discussion regarding the expansion of hours providing more opportunity for the businesses, extended hours would be less confusing than on and off days, reviewed the options (1, 2 & 3) and whether there were geographic concerns. Harrison and Turan spoke of being fully supportive of the expansion. Leisman suggested the DDA possibly consider public comment regarding the proposed changes.

Chair Knapp offered the public to comment at 8:22 a.m.

Mara Norden, Pastor at Community Church, said she was in favor of the expansion. She especially likes the opportunity during the larger events where they have significant traffic into their building. There was no other public comment.

Moved by Idema, supported by Bowersox, to approve Resolution 121123-1 in support of expanding the Social District's hours of operations and boundaries. Motion carried.

**d. Discussion Regarding the Recap Report for Progressive Tastings**

Stichman stated that the Progressive Tasting initiative has been successful at providing a fun and unique opportunity for businesses to collaborate and promote the area. The Progressive Tastings initiative aligns with the DDA's mission of advocating for the vitality of the Downtown Development District through promotion and business collaboration. She explained details of how the event works with 15-18 participants, two groups, highlighting 6 local businesses with

the potential to highlight up to 12, and how the visitation route is geared to showcase the walkability of the community.

Cynthia Hagedorn, Progressive Tastings consultant, confirmed that the monies charged to each participant go back to the businesses for their costs.

Following brief DDA discussion, it was moved by Vogl, supported by Idema, to approve the 2024/2025 Progressive Tastings proposal as outlined by the DDA Director and authorize the additional \$1,750 expenditure for FY23/24 and \$5,150 for FY24/25. Motion carried.

**e. DDA Director Review Process & DDA Board Feedback**

Township Manager Suchy said that the Township is going through the annual review process for employees and historically he has handled the DDA Director's review. Suchy explained the process for the department heads and their employees and said he wanted to let the DDA Board know that process was starting. Suchy invited the DDA to provide comments or feedback by December 22<sup>nd</sup>.

**f. Connecting Community Campaign Presentation - Julius Suchy, Township Manager**

Suchy provided a presentation on the Connecting Community Campaign and the new Covered Bridge Park. He went over various renderings explaining details and highlighted some of the amenities.

**VII. REPORTS AND COMMUNICATIONS**

**a. DDA Financial Report, November 30, 2023**

Stichman referred to the financial outline and mentioned a few main points: Community events expenditures of \$409.45 include various expenses for the Fall Festival, phone allowance expenditure, operating supplies/services, and continuing education. Financial activity for the Farmers Market included expenditures totaling \$4,349.98, which includes payment to Stephanie Karrip for the Market Manager's services in Sept/Oct, and payment to Jennie MacAnaspie for Market Manager services dating back to June.

**b. Director/Staff Reports**

Stichman noted that she is working on a downtown walkway project for the walkway in between the Barber Shop and Nonna's. She explained that the pavers are dipping downwards causing a pedestrian safety concern. She anticipates this project to be included in the Capital Improvement Budget for next year.

**VIII. BOARD MEMBER COMMENT**

Harrison took a moment to extend thank you's to: DDA Board members for their service and dedication, the Ada staff, business owners, and Terry Bowersox.

## **IX. PUBLIC COMMENT**

Stichman said that Wesley Deason is here this morning and she wanted to give him the opportunity to speak as our new Parks & Recreation Director. Wesley Deason introduced himself to the DDA Board.

## **X. ADJOURN MEETING**

Moved by Bowersox, supported by Idema, to adjourn the meeting at 9:02 a.m.  
Motion carried.

Respectfully submitted:

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Dawn Marie Coe, DDA Secretary

rs:eb



**Parks, Recreation & Land Preservation  
Advisory Board Meeting  
Thursday, December 14<sup>th</sup>, 2023; 8:30am  
Roselle Park Resource Building  
(1010 Grand River Drive, Ada MI. 49301)**

**1. Call to order/Roll Call**

- *A call to order was made by Hulst, motioned by Levick, and seconded by Roe.*

**Board Members Present:**

- *Hurwitz, Levick, Leisman, Roe, Crosby, Terwilliger, Hulst, Schmottlach*

**Board Members Absent:**

- *VandenBerge*

**Township Staff Present:**

- *Suchy, Deason, Marek, Said*

**2. Approval of agenda**

- *Motion made by Hurwtiz, seconded by Schmottlach*

**3. Minutes of the PRLP Advisory Board meeting held November 9<sup>th</sup>, 2023  
(enclosed – approval requested)**

- *Levick noted she was in attendance for the 10/12 meeting.*
- *Crosby noted the need to change the name “Fay” to “Fase” on page two of the minutes.*
- *Motion made by Roe, seconded by Hurwitz.*

**4. Unfinished Business (none)**

**5. New Business**

**a) 2024 Programs & Special Events Calendar (enclosed – feedback requested)**

- *Director Deason presented the 2024 outline for the calendar year and made note that there will be room left in the schedule for a new Recreation Program Coordinator to utilize his/her skill set and creativity in exploring new programs and events. In April, Director Deason will be working on a contracted partnership with EngageSports to offer new tennis and pickleball programing. Director Deason is also working on a new Community Campout set to take place in September. This event will seek to include some featured activities from partner organizations. Schmottlach offered to help provide support and insight having run similar events in the past. Roe has suggestions and will be speaking with Director Deason about those in the future.*
- *Township Supervisor Leisman shared a concern with how much staff time and resources in the past that have been allocated to events/projects not strongly connected with the Township or Parks & Recreation Department.*
- *Hulst asked how program/event success was measured and Director Deason discussed the financial impact of those events as well as the community impact each has as being important to the calculation.*

- Director Deason noted there were volunteer opportunities for board members at both the Pickleball Tournament and Music on the Lawn. Crosby suggested volunteer staff logo wear for them to wear at events.
- Hulst requested a follow-up of specific needs/asks for these events throughout the year.

**b) PRLP Advisory Board Goals & Objectives Review Process  
(enclosed – information only)**

- Director Deason asked the board to please review and familiarize themselves with the goals and objectives outlined in the 2022 Master Plan. The January meeting will focus on reviewing which goals and objectives have been completed, and what's still to be done. Director Deason shared he will have a ledger of these items for the board to review and will then seek their feedback in prioritizing what's remaining.
- Township Supervisor Leisman noted the previous 5-year plan did not include the riverfront properties now owned by Ada.

**c) Connecting Community Campaign update – Township Manager Suchy**

- Manager Suchy updated the board on the upcoming cabinet meetings. In January they will be discussing requests for funding. As early as the next PRLP board meeting we will have a design presented by Progressive A&E. Discussion about who from the PRLP Board may like to serve on the design committee will be welcomed.
- Levick asked if the donations were going to a general fund or if there will be naming opportunities. Manager Suchy mentioned that there will be a list of items donors can sponsor in the future and the PRLP members asked to be sent the list. Roe asked to please send out the renderings for members to look at for donation considerations.
- Manager Suchy mentioned this is currently a private ask for funding and that renderings have not been widely shared as the design committee is still in the early stages.
- Hulst noted that donation requests are still being kept private, but that if board members had others in mind to please share those contacts with him.
- Schmottlach asked about the construction timeframe. Manager Suchy described how the project will likely come out in phases, noting that 2027 is a potential construction target year.
- Manager Suchy shared that the donation goal is 6.4 million, 8.5 million is the total but already raised 2.1 million.

**6. Director's Report/Township Staff Reports**

- Director Deason informed the committee that his former position had been posted and opened Friday the 8<sup>th</sup> along with 3 other positions in the Township. Recruiting will continue through Jan 7<sup>th</sup>.
- **Leonard Field Update**
  - The riverfront work has been completed. The space has already been utilized for the bridge lighting at Tinsel, Treats, and Trolleys. The river



*overview deck is beautiful, and we believe it will be rented out in the future.*

- *Manager Suchy showed the video of our new Fulton trail completion drone footage. In the future he would like to have more videos to engage with the community. Manager Suchy noted there is still an issue with the Village East trail. The condos will need to update it in the spring to bring it to the same standard as the rest of the trail. A light and the railing are being looked at for the future for safety and a potential curve ahead sign.*
- *Director Deason asked the PRLP Board if they were okay with him leaving out the other Township directors' reports from the printed packet. The board agreed they would rather have those as a separate PDF via email. Moving forward, those reports will be omitted from the printed paper copies and supplied only by email.*

## **7. Board Member Comments**

- *Terwilliger asked Manager Suchy if we were keeping the DNR funding process that former Director Fitzpatrick had submitted before he left on our radar for reimbursement. Manager Suchy shared that he had been provided with the DNR information and was tracking that process.*
- *Levick noted a desire to reevaluate the need for year-round restrooms at Ada Township Park.*
- *Crosby commented that she was so pleased to get the book completed. She has shared it with friends and family alike.*
- *Township Supervisor Leisman mentioned how he is looking to fill an 11<sup>th</sup> seat on the PRLP Advisory Board and hopes to find someone with an ecological background. If you have someone in mind, please let him know.*

## **8. Public Comments**

*None*

## **9. Adjournment 9:27am**

*Motion made by Hurwitz, seconded by Schmottlach*

**Minutes of December 14, 2023**  
Ada Historical Society

**1. Call to Order:** President Veldkamp called the meeting to order at 3:08 pm.

**Present:** Crosby, DeGood, Idema, Hoover, Thompson, Veldkamp, Vierson, Wildes.

**Absent:** Brown, Czekai, Ferro, Kroon, Mulligan, Sefton, Suchy, Hurwitz.

**Others Present:** M. Bolhuis, D. Bolhuis, Mieras, Sullivan.

**2. Approval of Agenda.** Due to Wildes needing to leave early item 7. New Business B. Museum Manager Report was moved up in the agenda.

**7. New Business B. Museum Manager Report:** Wildes related two volunteers are needed for docents this Saturday and also on December 30. Wildes related she would like permission to leave a gift for our cleaning person as we did last year. Hoover supported by Vierson moved to approve. The motion carried. Wildes related she is exploring a new logo for 2024 to celebrate 25 years of the museum and 50 years as a historical society. The call list for the security system has been updated. Wildes is continuing to work on the new temporary exhibit regarding artist Collins.

**3. General Business**

Approve Minutes & accept reports/communications under Consent Agenda.

A. Board Minutes of November 9, 2023.

B. Receive & File various reports and communications:

1. Collections Committee Report
2. Publicity Committee Report
3. Display Committee Report
4. Manager's Written Report
5. Fundraising Committee Report: Mieras related the year end appeal letters were sent out and it is going great. So far in the first week more money has been raised than in the entire year end appeal from last year. Every gift is being matched up to \$1,000.

The Minutes of November 9, 2023 were approved and the items under the Consent Agenda were received and filed.

**4. Public Comment:** Sullivan related he took Frank's place in the barn during the wreath sale for an afternoon and thanked everyone who also did so.

**5. Board Comment:** Idema related she met with someone who is interested in being on the board. Veldkamp related elections are held every May and the committee is already working on the 2024 election. Recommendations for the board should be given to the Elections Committee. Crosby related she did a tour for someone who is also interested in being on the board. Crosby related we need to get people here for the board meetings. A discussion ensued regarding the meeting time. It was decided to continue the discussion at the January meeting.

**6. Unfinished Business:** None.

**7. New Business:**

- A. **Finance Committee:** Due to the absence of Kroon and Ferro no action was taken on the financial reports.
- B. **See above**
- C. **Tri-River Historical Museum Network:** M. Bolhuis related the group met on November 14 in Cedar Springs. Bolhuis has the new 2024 directories. M. Bolhuis related Wildes has some ideas for a display during the Small Museum Tour in May. Of note is Macomb County uses a "passport" system for museum visits. The group does not meet again until March 19 in Lyons.
- D. **Wreath Report:** M. Bolhuis related her final numbers are not available as yet. Total sales were over \$9,000. About \$70 of Frank's books were sold. About \$2,000 were credit card sales.
- E. **Programs and Events:** Vierson related Tinsel, Treats and Trolley went well. We had 431 people come into the museum. We used three new volunteers for the event. The Program and Events Committee will be meeting in early January to begin planning for 2024 which will include a February 29 reception for the new Collins temporary exhibit, the vintage baseball game and the Fur Trade weekend.

**8. Public Comment:** None

**9. Open Discussion:** None

**10. Adjournment.** The meeting was adjourned at 4:15 pm.

Respectfully submitted,

Marilyn Thompson

**From:** [mark@hunsakers.com](mailto:mark@hunsakers.com)  
**To:** [Julius Suchy](#)  
**Subject:** Proposed Paving of 3 Mile Rd.  
**Date:** Wednesday, December 13, 2023 7:59:49 PM

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You don't often get email from [mark@hunsakers.com](mailto:mark@hunsakers.com). [Learn why this is important](#)

Hi Julius,

Thank you for taking the time to talk with me this afternoon about a proposal to pave a small section of 3 Mile Rd. adjacent to my neighborhood on Mela Via Ct. You advised that a similar request was made by one of my neighbors earlier this summer. Our development consists of eight houses, and the number one topic during each of our annual Homeowners Association meetings is how we can get this section of 3 Mile Rd. paved. We haven't been successful though we have reached out to Ada Village over the years and have made formal inquiries and requests.

### History

3 Mile Rd. has been a Natural Beauty Road since 1975. In the past 20 years there has been a spike in residential development along the road, most notably the Mela Via Ct. neighborhood. The section of 3 Mile Rd. between Pettis Ave. and Egypt Valley Ave. has two prominent hills, a long one going up at the beginning, and a steep one going down in the middle. Around 15 years ago 3 Mile Rd. had a 900 ft. section paved up its long hill off of Pettis Ave. due to severe erosion and driving safety issues that came with increased traffic. A request by the early residents / developers of our neighborhood was made at the time to extend the paving another 265 ft. to reach the Mela Via Ct. development, but it was not successful.

### Problem

The unpaved section of 3 Mile Rd. between Pettis Ave. and Mela Via Ct. constantly falls into disrepair. Potholes develop quickly, especially at the transition of the paved to the unpaved section on 3 Mile Rd., and also at the entrance to the Mela Via Ct. development. Vehicles commonly have to "slalom" their way through the potholes and rough washboard sections to avoid damage, and then have to enter / exit the development at certain angles and in specific places so they don't bottom out in the mini-ravine that develops. There are lots of younger / inexperienced drivers in the neighborhood and the hazards have gotten to all of us, including my own personal vehicle suspension repairs caused primarily from this stretch of road. Though the KCRC (Kent County Road Commission) does regrade / resurface the road from time to time, it isn't often enough or effective enough to prevent the recurring issue of sizeable driving hazards appearing in this section of the road.

### Proposal

My family and our neighbors request that Ada Village (in collaboration with KCRC) pave and maintain an additional 265 ft. of 3 Mile Rd. to provide a safe and reliable entrance to our development. Please see attached Image A which is a satellite image showing the 900 ft. of paved road, and the 265 ft. of proposed additional road to pave. Note, I measured the 265 ft. distance this evening.

### Study / Validation

Having lived in this neighborhood for the last 12 years I have experienced this section of road in every condition, season, time of day, etc. and am confident that official studies will support my assumptions. I estimate that I've driven over this particular area 10,000 times. Please see attached Image B, which is another satellite image showing the full length of 3 Mile Rd. from Pettis Ave to Egypt Valley Ave. Our development on Mela Via Ct. is by far the main source of traffic and road use for the unpaved portion of road in question. We have eight multi-driver families living on the street, all regularly commuting, all with visiting friends and family, constant package deliveries, lawn & snow services, etc. all throughout the day. After our development there are only a few houses on the road before a steep hill, and then the rest of the residents live on a lower / flatter section closer to Egypt Valley Ave., which is where they typically access their homes.

To validate this claim, will you please request a vehicle counter study for a month or so? One counting strip should be placed just before Mela Via Ct., and another just after, and when the numbers are compared they should show predominant road usage by our neighborhood, and much less from the other residents further down the road.

### **Township Board Meeting**

Will you please accept this as a formal request and add it to the next Township Board Meeting package? I would like to attend in person and make the request of the board. Please advise what meeting date would be the best.

### **Alternatives**

Finally, at the end of our conversation you advised me of the complexities of paving Natural Beauty Roads and that Jerry Byrne (Managing Director at the KCRC) has his own guidelines to navigate and rules to abide. I hope to persuade Mr. Byrne that our section of road is unsafe and to allow for a 265 ft. paved addition in next year's budget. In the event that I'm unsuccessful, you mentioned that there may be another alternative, which is mixing recycled asphalt into the road, like was done on 2 Mile Rd. I will make a point to drive down that road to evaluate the conditions, though I'm not necessarily trying to crusade to fix all of 3 Mile Rd or remove its Natural Beauty Road designation. I just want to fix the troublesome 265 ft. section and make it safe. And of course my preference is to pave it instead of using a lesser solution.

Thanks,

Mark Hunsaker

2945 Mela Via Ct NE

Ada, MI 49301

616-430-3507

[mark@hunsakers.com](mailto:mark@hunsakers.com)







**ADA TOWNSHIP**  
**WARRANTS FOR BOARD APPROVAL**  
**ON BOARD MEETING DATE: January 22, 2024**

**HAND CHECKS**

#101	# E375	\$ 9,801.99
#205	# 55741, E375	\$ 239.97
#208	# 55742, E374	\$ 264.14
#211	# 55743	\$ 61,815.00
#213	#	
#243	#	
#248	#	
#249	#	
#401	#	
#590	# E374, E375	\$ 4,620.38
#591	#	
#597	#	
#701	#	
<b>TOTAL ALL HAND CHECKS</b>		<b>\$ 76,741.48</b>

**WARRANTS**

#101	GENERAL FUND	\$ 82,772.70
#205	PUBLIC SAFETY FUND	\$ 1,027.57
#208	PARKS & RECREATION	\$ 13,346.36
#211	TOWNSHIP TRAILS	\$ 11,736.78
#213	PARKS & OPEN SPACE	
#243	BROWNFIELD REDEVELOPMENT	
#248	DDA FUND	\$ 569.45
#249	BUILDING DEPARTMENT	
#408	CAPITAL PROJECT	\$ 16,139.34
#590	SEWER OPERATION FUND	\$ 134,913.29
#591	WATER OPERATION FUND	\$ 105,752.90
#597	GRAND VALLEY ESTATES FUND	\$ 318.92
#701	ESCROW ACCT	\$ 3,348.91
<b>TOTAL WARRANTS</b>		<b>\$ 369,926.22</b>

**TOTAL ALL CHECKS & WARRANTS****\$ 446,667.70**

Vendor Name	Description	Amount	Check #	Check Date
1. ADA HISTORICAL SOCIETY				
	COMCAST	91.90		
2. ADA TOWNSHIP TAX ACCOUNT				
	PROPERTY TAXES - 556 RIVER ST	2,379.17		
	PROPERTY TAXES - 572 RIVER ST	2,198.13		
	PROPERTY TAXES - 550 RIVER ST	1,730.30		
	PROPERTY TAXES - 590 RIVER ST	3,331.74		
	TOTAL	9,639.34		
3. AFLAC				
	EMPLOYEE PREMIUMS	877.26		
4. AMAZON CAPITAL SERVICES, INC.				
	SUPPLIES-GEN & ELECTIONS	27.46		
5. BEN THOMET				
	EMT NATIONAL REGISTRY	104.00		
6. BUZZ GOODBLOOD				
	FIRE CONTINUING EDUCATION	75.00		
7. CHULSKI'S SALT SERVICE LLC				
	ICE MELT	776.65		
	WINTER MELT	338.10		
	TOTAL	1,114.75		
8. COMCAST				
	INTERNET-LIFT STATION	206.02	374	01/18/2024
	INTERNET-FIRE #1	142.95	374	01/18/2024
	INTERNET-ROSELLE PARK	72.98	374	01/18/2024
	INTERNET-ADA PARK	139.95	374	01/18/2024
	TOTAL	561.90		
9. COMMUNITY ON CANVAS				
	PROGRESSIVE TASTING - COZY CREW	550.00		
10. CONSUMERS ENERGY				
	ELECTRIC SERVICES-7380 FULTON	3,221.97	375	01/18/2024
	ELECTRIC SERVICES-STREETLIGHTS	4,982.03	375	01/18/2024
	ELECTRIC SERVICES-7351 BRONSON	55.13	375	01/18/2024
	ELECTRIC SERVICES-6245 FULTON	202.34	375	01/18/2024
	ELECTRIC SERVICES-STREETLIGHTS, M21 BRIDGE	0.44	375	01/18/2024
	ELECTRIC SERVICES-STREETLIGHTS, HEADLEY	376.03	375	01/18/2024
	ELECTRIC SERVICES-290 SPAULDING	923.53	375	01/18/2024
	ELECTRIC SERVICES-TWP HALL	1,228.23	375	01/18/2024
	ELECTRIC SERVICES-801 PATTERSON	66.52	375	01/18/2024
	ELECTRIC SERVICES-MUSEUM	413.37	375	01/18/2024
	ELECTRIC SERVICES-STREETLIGHTS, THORNAPPLE RV DR	169.52	375	01/18/2024
	ELECTRIC SERVICES-LIBRARY	2,577.24	375	01/18/2024



01/18/2024 09:00 AM  
User: cassie  
DB: Ada

INVOICE APPROVAL BY INVOICE REPORT FOR ADA TOWNSHIP  
POST DATES 01/10/2024 - 01/22/2024  
JOURNALIZED OPEN AND PAID  
BANK CODE: GEN

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Vendor Name	Description	Amount	Check #	Check Date
	TOTAL	14,216.35		
11. CONTINENTAL LINEN SERVICE				
	LINEN/RUG SERVICES-FIRE	113.93		
	LINEN/RUG SERVICES-TWP HALL	113.17		
	TOTAL	227.10		
12. DIRT CHEAP EXCAVATING & LANDSCAPING				
	CEMETERY SERVICES - OPEN/CLOSE	550.00		
13. DIXON ENVIRONMENTAL - GR**				
	1100 PETTIS AVE	10,835.00		
	1100 PETTIS	2,500.00		
	TOTAL	13,335.00		
14. ELECTION SOURCE				
	ELECTION SUPPLIES	103.84		
	ELECTION SUPPLIES	321.08		
	TOTAL	424.92		
15. ENGINEERED PROTECTION SYSTEMS INC				
	ROSELLE PARK SECURITY - ALARM	260.97		
	ROSELLE PARK SECURITY - ACCESS CONTROL	95.49		
	ROSELLE PARK SECURITY - VIDEO	149.61		
	TOTAL	506.07		
16. ETNA SUPPLY				
	UTILITY SUPPLIES	46.00		
17. FIRE PROS				
	FIRE EXTINGUISHER INSPECTIONS	111.75		
18. FOX FORD MAZDA				
	20211 RANGER MAINTENANCE	679.49		
	2011 RANGER MAINTENANCE	1,215.09		
	2022 F - 250 CHECK UP	84.44		
	TOTAL	1,979.02		
19. GILSON				
	BUSINESS CARDS - WESLEY	183.80		
20. GODWIN HARDWARE, INC				
	SUPPLIES-FIRE	3.14		
	SUPPLIES-LEONARD PARK	72.24		
	SUPPLIES-PARKS & DDA	38.06		
	SUPPLIES-FIRE	17.78		
	SUPPLIES-BFG	9.98		
	SUPPLIES	24.15		

01/18/2024 09:00 AM  
User: cassie  
DB: Ada

INVOICE APPROVAL BY INVOICE REPORT FOR ADA TOWNSHIP  
POST DATES 01/10/2024 - 01/22/2024  
JOURNALIZED OPEN AND PAID  
BANK CODE: GEN

Page: 3/4

Vendor Name	Description	Amount	Check #	Check Date
	SUPPLIES-FIRE	11.98		
	SUPPLIES-TRAIL GRAFFITI	195.18		
	SUPPLIES-PARKS	62.26		
	SUPPLIES-MUSEUM	21.47		
	SUPPLIES-FIRE	7.99		
	SUPPLIES-FIRE	11.18		
	SUPPLIES-BFG	38.67		
	TOTAL	514.08		
21. GRAND RAPIDS CITY TREASURER	WATER/SEWER USAGE & SERVICE CHARGE	232,790.63		
22. GRANITE TELECOMMUNICATIONS	TELEPHONE SERVICES - FIRE #2	97.02	55741	01/18/2024
23. HOPE NETWORK WEST MICHIGAN	TRANSPORTATION-DEC	58.00		
	TRANSPORTATION-OLIVIAS GIFT	164.05		
	TOTAL	222.05		
24. HOPKINS FUNDRAISING CONSULTING	CAMPAIGN IMPLEMENTATION SERVICE	6,500.00		
25. IMS ALLIANCE	SUPPLIES-FIRE	40.25		
26. INTEGRITY BUSINESS SOLUTION	SUPPLIES-ASSESSING	65.51		
	SUPPLIES-FIRE	65.51		
	SUPPLIES-GEN, UTILITIES, ASSESS, ELECTIONS	386.46		
	SUPPLIES-PLAN/ZONE	107.07		
	TOTAL	624.55		
27. KENT COMMUNICATIONS, INC	WATER BILLS - JANUARY	799.25		
28. KENT COUNTY EMERGENCY MED SERV	QUARTERLY ASSESSMENT	237.54		
29. KENT COUNTY FIRE CHIEF'S ASSOC	ANNUAL MEMBERSHIP	40.00		
30. KINGSLAND'S ACE HARDWARE	SUPPLIES-BFG	75.90		
31. MCKESSON	SUPPLIE-FIRE	136.85		
32. MLIVE MEDIA GROUP	PRINTINGS	1,536.40		
	ADS	73.00		
	TOTAL	1,609.40		

Vendor Name	Description	Amount	Check #	Check Date
33. MOORE & BRUGGINK INC	H2S MONITORING	5,232.28		
	LEGACY PARK TRAIL	9,968.60		
	WATER/SEWER	4,910.51		
	TOTAL	20,111.39		
34. MPARKS	CON ED - PARK STAFF	1,205.00		
35. ORKIN PEST CONTROL	PEST CONTROL - TWP HALL	181.99		
	PEST CONTROL - ROSELLE PARK	60.00		
	TOTAL	241.99		
36. PLUMMER'S DISPOSAL SERVICE	HANDICAP RESTROOM-PARKS	199.00		
37. PRINTING SYSTEMS, INC	ELECTION SUPPLIES	122.67		
38. PROGRESSIVE AE	LEONARD FLD PARK	2,378.38		
39. REPUBLIC SERVICES	TRASH SERVICES - PARKS, FIRE, TWP HALL, CEMETERY,	1,407.34		
40. RIVERSIDE INTEGRATED SYSTEMS, INC	ANNUAL MONITORING - LIBRARY	540.00		
41. STERICYCLE, INC.	SHREDDING SERVICES	147.46		
42. THOMET CUSTOM CONSTRUCTION	ADA COVERED BRIDGE SIGN	1,500.00		
	MUSEUM BARN PROJECT	22,560.00		
	TOTAL	24,060.00		
43. TRUCK AND TRAILER SPECIALTIES, INC	EZ DUMPER TRUCK INSERT - BFG TRUCK	4,719.00		
44. VC3, INC	ANNUAL SERVICE CONTRACT	36,080.00		
45. VERIZON WIRELESS	TELEPHONE - PARKS	51.21	55742	01/18/2024
46. WITTENBACH SERVICES, INC	TREE TRIM - LEONARD FLD	4,950.00		
47. WYOMING EXCAVATORS, INC	FULTON ST TRAIL PAY APP #4	61,815.00	55743	01/18/2024
48. XEROX CORPORATION	COPY MACHINE LEASE	330.12		
TOTAL - ALL VENDORS		446,667.70		



## MEMORANDUM

Date: 1/17/24

**TO:** Ada Township Board  
**FROM:** Julius Suchy, Township Manager  
**RE:** Leonard Field Riverfront Improvement Project Change Order #2

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Background:

The Township awarded the Leonard Field Riverfront Improvement Project to Thomet Construction for \$638,573.80. At the September 11, 2023 board meeting the Township approved change order #1 with \$26,535.56 in additions and \$43,047.10 in deductions for a total contract decrease of \$16,511.54.

Thomet Construction has submitted change order request #2 for an increase to the contract of \$12,950.61. If approved this would increase the total contract from \$622,062.26 to \$635,012.87. The final contract cost is still \$3,560.93 less than the original \$638,573.80.

Change Order #2 is detailed in the attached request from Jim Morgan, RJM Design. A summary with explanation is below:

1. Replace all Wood Substructure for Observation Deck - \$7,170.61

Staff knew this was a possibility when the contract was bid out. Once the existing deck was removed it was determined that the substructure needed to be replaced as the wood was in poor condition.

2. Add two (2) 3" square steel posts between the rail system and the existing covered bridge to fill the gap and comply with Fall Protection Code - \$300.00

The gap between the railing and the covered bridge was larger than anticipated. To correct this staff asked for the steel posts to be installed.

3. Adjust cost for Universal Picnic Tables from Bid Form, Item No. 30 on page 3 - \$5,480.00

The original bid form included five tables at \$3,596.00 each, but the added up total listed was \$12,500.00 instead of \$17,980.00. The true cost of the tables was \$3,596.00 and we feel that the contractor should be compensated the correct amount for the tables. I have enclosed the original bid form showing this discrepancy.

Jim Morgan, RJM Design has recommended approval of change order #2 and will be present at the meeting to discuss the change order request and to answer any questions.

Recommendation:

Staff would recommend approval of change order #2. These items were discussed as the project was happening and were necessary for successful completion of the project.

*Requested Motion: Motion to Approve Leonard Field Riverfront Improvement Project Change Order #2 to Increase the Project Cost \$12,950.61 for Replacement of the Observation Deck Substructure, Additional Square Posts between the Railing and Covered Bridge and to Correct the Cost of Universal Picnic Tables from the Original Bid.*

**Project:** Leonard Field Park  
Riverfront Improvements Phase 1  
**Location:** Ada Township, Kent County, MI  
**Project No.:** 22012  
**Date:** January 16, 2024

---

**Description of Changes:**

1. Replace all Wood Substructure for Observation Deck per  
Add Alternate No.2 from Original Bid Form dated 04.27.2023  
  
Change Add \$7,170.61
  2. Add two (2) 3" Square Steel Posts between the Rail System  
and the Existing Bridge to fill Gap and Comply with Fall Protection  
Code.  
  
Add \$300.00
  3. Adjust cost for Universal Picnic Tables from Bid Form, Item No.30  
on page 3.  
  
Add \$5,480.00
- Total Value Change Order No.2 Add \$12,950.61**

**Accepted By:** R. James Morgan  
RJM Design Inc.



UNIT PRICES

<u>DESCRIPTION</u>		<u>QT</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	Overhead and Profit	1	LS	\$60,000. <sup>00</sup>	\$60,000. <sup>00</sup>
2.	Mobilization	1	LS	\$15,000. <sup>00</sup>	\$15,000. <sup>00</sup>
3.	SESC Controls	1	LS	\$5465. <sup>00</sup>	\$5465. <sup>00</sup>
4.	Demolition	1	LS	\$27,300. <sup>00</sup>	\$27,300. <sup>00</sup>
5.	Earthwork, Including Imported Material	1	LS	\$69,300. <sup>00</sup>	\$69,300. <sup>00</sup>
6.	Concrete Retaining Wall (North)	30	LF	\$533.34	\$16,000. <sup>00</sup>
7.	Concrete Retaining Wall (South)	50	LF	\$420. <sup>00</sup>	\$21,000. <sup>00</sup>
8.	Standard Curb & Gutter	49	LF	\$60.	\$2,940. <sup>00</sup>
9.	Flush Curb & Gutter	38	LF	\$56.	\$2,128. <sup>00</sup>
10.	Bituminous Pavement	35	SY	\$60.	\$2,100. <sup>00</sup>
11.	Adjust Water Main Manhole Elevation	1	LS	\$500.	\$500. <sup>00</sup>
12.	Concrete Pavement (non-brick area #1)	2,570	SF	\$11.12	\$28,578. <sup>40</sup>
13.	Concrete Pavement (non-brick area #2)	1,708	SF	\$10. <sup>00</sup>	\$17,080. <sup>00</sup> *
14.	Concrete Pavement (non-brick area #3)	834	SF	\$11.40	\$9,507. <sup>60</sup> *
15.	Concrete Pavement (accent brick areas)	4,394	SF	\$12.52	\$55,012. <sup>88</sup>
16.	Watershed Map Inlay with Bronze Plaques	1	LS	\$49,500. <sup>00</sup>	\$49,500. <sup>00</sup> 71
17.	Accent Brick Area	754	SF	\$31.47	\$23,730. <sup>25</sup> 757
18.	Timber Guardrail	258	LF	\$194.96	\$50,300. <sup>74</sup>
19.	Timber Access Steps w/ Stone Treads	9	EA	\$619. <sup>11</sup>	\$5572. <sup>00</sup>
20.	Stabilizing Boulders (Install Only)	40	EA	\$250	\$10,000. <sup>00</sup>
21.	Composite Decking	1,120	SF	\$34.53	\$38,675. <sup>00</sup>
22.	New 2x10 Framing Adj. to Walk	1	LS	\$2,464. <sup>93</sup>	\$2,464. <sup>93</sup>
23.	New Framing for Round Deck Shape	1	LS	\$14,500. <sup>00</sup>	\$14,500. <sup>00</sup>
24.	Paddler Caution Sign	1	LS	\$500. <sup>00</sup>	\$500. <sup>00</sup>
25.	Relocate Historical Bridge Sign	1	LS	\$500. <sup>00</sup>	\$500. <sup>00</sup>
26.	Relocate Bike Sign	1	LS	\$250. <sup>00</sup>	\$250. <sup>00</sup>
27.	Relocate Dog Waste Station	1	LS	\$500. <sup>00</sup>	\$500. <sup>00</sup>
28.	Relocate Road Signs in ROW	1	LS	\$350. <sup>00</sup>	\$350. <sup>00</sup>
29.	Adjust Guy Wire at Existing Utility Pole	1	LS	\$1000. <sup>00</sup>	\$1000. <sup>00</sup>



DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL AMOUNT
30. Universal Design Picnic Tables	5	EA	\$3,596. <sup>00</sup>	\$12,500. <sup>00</sup>
31. Litter Receptacles	2	EA	\$2,640. <sup>00</sup>	\$5,280. <sup>00</sup>
32. Site Lights "SA"	7	EA	\$4,300. <sup>00</sup>	\$30,100. <sup>00</sup>
33. Reinstall Existing Site Lights	2	EA	\$1,500. <sup>00</sup>	\$3,000. <sup>00</sup>
34. All other Electrical Work per E101 & E102	1	LS	\$22,540. <sup>00</sup>	\$22,540. <sup>00</sup>
35. All Landscape Work per L701	1	LS	\$41,250. <sup>00</sup>	\$41,250. <sup>00</sup>
36. TYPE F4 CURB ON Thornapple River Drive 133' at 53. <sup>00</sup>				\$7049. <sup>50</sup> *
<u>DEDUCT ALTERNATES</u>				

DESCRIPTION	TOTAL DEDUCT AMOUNT
1. Substitute Pressure Treated Wood for Cedar for Timber Guardrails	\$6,000. <sup>00</sup>
2. Substitute Pressure Treated Wood for Composite Decking	\$22,500. <sup>00</sup>
3. Eliminate Deck Extension (less framing & decking) near Concrete Walk	\$2,464. <sup>93</sup>
4. Maintain Angular Deck Shape (less framing & decking)	\$12,000. <sup>00</sup>
5. Eliminate Watershed Map Inlay & Bronze Plaques	\$49,500. <sup>00</sup>
6. Eliminate Three Northernmost Site Lights (SA) and Associated Wiring	\$12,900. <sup>00</sup>
7. Eliminate Brick Accent Banding	\$3,730. <sup>25</sup>

ADD ALTERNATES

DESCRIPTION	TOTAL ADD AMOUNT
1. Replace Concrete Pylon for Deck if Needed (cost for one pylon)	\$7,500. <sup>00</sup>
2. Replace All Wood Substructure for Deck if Needed	\$7,170. <sup>61</sup>
3. Replace Pressure Treated Deck Substructure as Needed (per board-foot) Sq. Ft.	\$10. <sup>50</sup>

END OF BID PROPOSAL

SUB-CONTRACTORS

Terra Verde Landscaping  
Flier Brothers Excavating  
Jacobson Concrete  
Wine Pros Electric  
New Dawn Lasers (Watershed MAP Inlay)  
Thornet Construction





## MEMORANDUM

Date: 1/17/24

**TO:** Ada Township Board  
**FROM:** Julius Suchy, Township Manager  
**RE:** Leonard Field Riverfront Improvement Project Pay Application #2

---

Background:

The Township awarded the Leonard Field Riverfront Improvement Project to Thomet Construction for \$638,573.80. At the September 11, 2023 board meeting the Township approved change order #1 with \$26,535.56 in additions and \$43,047.10 in deductions for a total contract decrease of \$16,511.54. Under consideration for approval prior to this pay application is change order request #2 for an increase to the contract of \$12,950.61. With the approved change orders the new project contract total is \$635,012.87.

Thomet Construction has submitted pay application #2 in the amount of \$317,575.29. The project was completed this winter and staff is satisfied with the work that has been completed.

Jim Morgan, RJM Design has recommended approval of pay application #2 and will be present at the meeting to discuss the pay application request and answer any questions.

Once final payment has been submitted to Thomet Construction the Township can submit for reimbursement from the State of Michigan. The Township will receive a 50% reimbursement on the total amount submitted based on allowable grant expenses.

There is no recommended retainage for this project. If the board would like to add retainage it can do so, but it will extend the length of the reimbursement process with the State of Michigan.

Recommendation:

Staff would recommend approval of pay application #2. The project has been completed and the contract is closed. Once payment is made the Township can submit a final reimbursement request to the State of Michigan.

*Requested Motion: Motion to Approve Leonard Field Riverfront Improvement Project Pay Application #2 to Thomet Construction for \$317,575.29.*

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ONE

TO OWNER: Ada Township  
5500 44th Street

Project: Leonard Field Park  
Riverfront Improvement PH 1

APPLICATION NO: **Two (2)**

Distribution to:

FROM CONTRACTOR:  
Thomet Construction

VIA ARCHITECT: RJM Design Inc.

PERIOD TO: January 16, 2024

PROJECT NO: **22012**

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACT FOR: Park Improvements / Construction

CONTRACT DATE June 23, 2023

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	638,573.80
2. Net change by Change Orders	\$	(3,560.93)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	635,012.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	317,575.29
5. RETAINAGE:		
a. 0 % of Contract (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	317,437.58
8. CURRENT PAYMENT DUE	\$	317,575.29
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Order No.1	\$26,535.56	\$43,047.10
Change Order No.2	\$12,950.61	\$0.00
TOTALS	\$39,486.17	\$43,047.10
NET CHANGES by Change Order		\$3,560.93

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Contractor Name Inc

By: Ben Thomet Date: 01/02/2024

State of: County of:  
Subscribed and sworn to before me this day of  
Notary Public:  
My Commission expires:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . **\$317,575.29**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
ARCHITECT:

By: R. James Morgan, RJM Design Inc. Date: January 16, 2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Thomet Custom Construction LLC  
1970 Pettis Ave NE  
Ada, MI 49301  
(616)437-1039  
thometconstruction@gmail.com

## INVOICE

BILL TO  
Ada Township  
7330 Thornapple River Dr.  
Ada, MI 49301

INVOICE # CM1358KC  
DATE 01/11/2024  
DUE DATE 02/10/2024  
TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
7450 Thornapple River Dr Leonard Field Park River Front Improvement Project Phase 1 Pay-App #2			0.00
22 Specialty Overhead and profit Line 1	1	59,000.14	59,000.14
22 Specialty Mobilization Line 2	1	3,000.00	3,000.00
03 Excavation Earthwork including imported material Line 5	1	950.00	950.00
22 Specialty Accent brick areas Line 17	31.47	304.0594217	9,568.75
22 Specialty Watershed Map Inlay with Bronze Plaques Line 16	1	49,500.00	49,500.00
10 Exterior Trim & Decks Timber Guardrail Line 18	258	194.9612403	50,300.00
26 Landscaping & Paving Stabilizing boulders Line 20	20	250.00	5,000.00
22 Specialty Paddler Caution sign Line 24	1	500.00	500.00
22 Specialty Relocate Signage Line 25,26,27,28	1	1,600.00	1,600.00
22 Specialty Adjust Guide Wire at existing power pole	1	1,000.00	1,000.00



DESCRIPTION	QTY	RATE	AMOUNT
Line 29			
22 Specialty Universal Picnic Tables	5	2,500.00	12,500.00
Line 30			
22 Specialty Litter Receptacles	2	2,640.00	5,280.00
Line 31			
26 Landscaping & Paving All Landscape Work	1	38,750.00	38,750.00
Line 35			
16 Electrical & Lighting All other Electrical Work	1	13,040.00	13,040.00
Retention	1	35,270.84	35,270.84
Amount of Retention with held from first pay-app			
22 Specialty Change order #1(-\$15211.54) already listed on 1st application for payment	1	-15,211.54	-15,211.54
22 Specialty CO # 2 +\$300 After installing railing per print where it meets the bridge it was clear we had a 10" gap between bridge and railing . The code allows us 4". Our remedy was to Fab up a 3" square steel column and mount on concrete abutment.	1	300.00	300.00
04 Concrete Line 13 - Pavement (non-brick area #2 ) - deleted in CO	1	17,080.00	17,080.00
04 Concrete Line 14 -concrete pavement (non-brick area #3) - deleted in CO	1	9,507.60	9,507.60
22 Specialty Line 3 - Specialties SESC controls - deducted in CO	1	1,300.00	1,300.00
22 Specialty Line 36 - deduct type 4 curb on Thornapple River Dr - deleted in CO	1	7,049.50	7,049.50
03 Excavation Line 5 - deduct earthwork including imported material - deleted in CO	1	6,810.00	6,810.00
22 Specialty CO # 2 - Line item 30 universal picnic tables. Math error. 5 units at \$3596.00 each instead of \$2500 each - additional \$5480 due	1	5,480.00	5,480.00

BALANCE DUE

**\$317,575.29**

## MEMORANDUM

Date: 1/17/24



**TO:** Ada Township Board Members  
**FROM:** Haley Stichman, DDA Director  
**RE:** Resolution R-012224-1 Consider Recommendation from Downtown Development Authority to  
Revise the Hours/Dates of Operation and District Boundary for the Ada Township Social District

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Background:

In anticipation of the upcoming expiration date of the Social District on January 31, 2024, staff presented potential changes to the Ada Township Social District to the Board for a brief discussion at its meeting on January 8 to gather any concerns or questions from members. The goal was to give Board members ample time to review the materials and reconvene for further discussion at the January 22 meeting. Staff will be seeking a decision at the meeting on Monday to have updates in place prior to the expiration date. The potential changes proposed include altering operating hours to 10am-10pm, seven days a week, employing distinctive signage for each participating restaurant, and exploring the attached boundary modifications. A full summary of the business community discussion is included in your packet along with a draft Township resolution and additional supporting documentation for the proposed expansion to the operating hours and district boundary. Additional supporting documentation includes information regarding social districts in surrounding communities as well as a list of the hours of operations for all participating businesses.

As discussed, the DDA Board reviewed the proposed changes at its meeting in December and passed DDA Resolution R-121123-1 in support of the Social District expansion. The Resolution outlines support for the district to operate seven days a week and recognizes the need to evaluate the expansion of the district boundary for the purpose of addressing pedestrian safety concerns and better alignment with the footprint of Downtown events. The DDA Board is recommending that the Township Board adopt a resolution implementing the changes to the Social District's hours of operation and consider boundary adjustment options as outlined.

Recommendation:

Board members are being asked to review the supporting documentation for the proposed changes to the Social District and consider the DDA Board's recommendation to adopt a resolution of support implementing the proposed changes to the Social District's hours of operation and consider boundary adjustment options as outlined.

*Requested Motion: Motion to approve Resolution R-012224-1 Revising the Hours of Operation and District Boundary of the Ada Township Social District and adopt the updated Management and Maintenance Plan.*



# MEMORANDUM

Date: 1/1/24

**TO:** Ada Township Board Members  
**FROM:** Haley Stichman, DDA Director  
**RE:** Consider Expanding the Hours of Operations and District Boundaries of the Ada Township Social District

---

## Background:

In anticipation of the upcoming expiration date of the Social District on January 31, 2024, staff convened a work session with Ada Village restaurants and key partners to strategize about how to optimize the Social District's operations and address pertinent concerns to ensure mutual benefits for businesses and the community. The discussion primarily centered on leveraging successes, tackling challenges, proposing enhancements to expand the Social District's influence, and considering broader impact while aligning with local norms and addressing safety considerations.

Identified strengths highlighted the positive impact of the Social District after two years of implementation, emphasizing its contributions to the community and its role in enhancing Ada's standing as a destination. Identified challenges highlighted areas for improvement, focusing on clarifying regulations, standardizing operational hours, and improving communication to streamline the social district's functions for both businesses and visitors.

Since the establishment of the Social District in 2021, there has been an increase in restaurants operating seven days a week, extending their hours of service. With the opening of the new hotel this year, there exists an opportunity to position Ada as a prominent destination. While businesses recognize the Social District as a valuable tool for attracting patrons, they perceive limitations within the current parameters. The potential changes proposed include altering operating hours to 10am-10pm, seven days a week, employing distinctive signage for each participating restaurant, and exploring the attached boundary modifications. Expected benefits from these changes include, but are not limited to, establishing uniform operating hours parallel to neighboring communities, simplifying marketing efforts, enhancing potential for table turnover, reducing server burden, and prolonging visits to Ada.

The DDA Board reviewed the proposed changes at its meeting in December and passed DDA Resolution R-121123-1 in support of the Social District expansion. The Resolution outlines support for the district to operate seven days a week and recognizes the need to evaluate the expansion of the district boundary for the purpose of addressing pedestrian safety concerns and better alignment with the footprint of Downtown events. The DDA Board is recommending that the Township Board adopt a resolution implementing the changes to the Social District's hours of operation and consider boundary adjustments options as outlined.

A full summary of the business community discussion is included in your packet along with a draft Township resolution and additional supporting documentation for the proposed expansion to the operating hours and

district boundary. Staff are presenting the social district information to the Board for a brief discussion for the purpose of understanding any concerns or questions members may have at this time. The goal is to give Board members ample time to review the materials and reconvene for further discussion at the January 22 meeting. Staff will be seeking a decision prior to the Social District expiration date on January 31, 2024.

Recommendation:

Board members are being asked to review the supporting documentation for the proposed changes to the Social District and at its next meeting on January 22, consider the DDA Board's recommendation to adopt a resolution of support implementing the proposed changes to the Social District's hours of operation and consider boundary adjustment options as outlined.

*Requested Motion: None at this time.*



11/16/23

## **SUMMARY DISCUSSION REGARDING THE ASSESSMENT OF THE ADA VILLAGE SOCIAL DISTRICT**

The work session was held as part of a strategy aimed at optimizing the social district's functions and addressing concerns to ensure it benefits both businesses and the community. Overall, the discussion focused on capitalizing on successes, addressing challenges, proposing changes to enhance the social district's impact, and considering broader implications while seeking alignment with local norms and addressing safety concerns.

**ATTENDANCE:** Paige Vandam (Schnitz Ada Grill), Greg Kellermeier (Mudpenny), Kim Rantala (Ada Business Association), Liz Haan (DiscoverAda/Baton Collective), Turan (Zeytins), Jennifer Bonney (CDV5), Tim Eisch (Garage Bar)

**IDENTIFIED STRENGTHS:** These aspects showcase the positive impact of the Social District after two years of implementation, its contributions to the community, and its ability to enhance the overall experience of Ada as a destination.

- Positive feedback received with no negative incidents reported.
- Specific businesses like Luna, Gravel Bottom, and Zeytin's consistently draw crowds during events.
- Elevates Ada to the level of other downtown areas, positioning it as a potential destination.
- Contributes positively to the growth and success of large-scale events.
- Enhances the walkability of the area by fostering pedestrian engagement.
- Assists businesses by facilitating quicker table turnovers.
- Alcohol consumption may decrease since people are mobile rather than confined to sitting in a restaurant.

**IDENTIFIED CHALLENGES:** These identified areas of improvement focus on clarifying rules, standardizing hours of operation, and enhancing communication to streamline the social district's functions and improve the experience for both businesses and visitors.

- Inconsistent and irregular hours of operation cause challenges for restaurant servers; putting them in a difficult position and necessitating a normalized schedule.
- Confusion regarding whether individuals can bring alcohol into retail locations highlights the need for educating businesses on this concern.
- Concerns regarding alcohol being served at retail locations and customers taking it outside as part of the social district suggest a need for clearer regulations.

**EXPLORED OPPORTUNITIES:** The suggested alterations in operating hours, signage, and boundaries aim to improve district functions, standardize hours of operation, alleviate burden on restaurant servers, and promote extended visits, benefiting both restaurants and retail stores.



- **POTENTIAL CHANGES:** Alter operating hours to 10am-10pm, seven days a week. Implement distinctive signage for each restaurant's entrance to denote business as a social district participant. Explore two options for boundary modifications.
- **EXPECTED BENEFITS OF CHANGES:**
  - Establishing consistent operating hours aligns them with neighboring communities, promoting uniformity in hours of operation across the area.
  - Makes promoting and marketing the social district easier and more streamlined.
  - Enhances table turnover and reduces restaurant sitting times. Essential for restaurants with limited inside seating.
  - Reduces the burden on restaurant servers.
  - Potentially moderates drinking pace as people stroll and explore the Downtown area.
  - Provides customers with more flexibility.
  - Fosters longer visits to Ada, especially beneficial for retail businesses.
  - Enables retail businesses to capitalize on the increased foot traffic during the social district's active hours, aligning with the area's appeal as an attraction.
- **POINTS TO CONSIDER:** These points represent community developments since the inception of the Social District in 2021.
  - Increase to the number of restaurants operating seven days a week with extended hours.
  - Looking at it from a destination perspective; hotel opening.



**RESOLUTION R- 121123-1  
ADA TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY  
COUNTY OF KENT, MICHIGAN**

**RESOLUTION TO SUPPORT THE EXPANSION OF THE SOCIAL DISTRICT HOURS OF  
OPERATION AND BOUNDARY**

Minutes of a regular meeting of the Ada Township Downtown Development Authority Board (DDA), Kent County, Michigan, held at the Township Hall in said Township on the 11th day of December 2023, at 8:00 a.m. Local Time.

PRESENT: Bowersox, Harrison, Idema, Knapp, Leisman, Turan, Vogl

ABSENT: Coe, Frost

The following resolution was offered by Member Idema and supported by Member Bowersox :

WHEREAS, Public Act 124 of 2020 empowers municipalities to designate Social Districts with Commons Areas where purchasers may consume alcoholic beverages sold by multiple qualified Michigan Liquor Control Commission licensees who obtain Social District Permits; and

WHEREAS, the Ada Township Board previously authorized the Township Manager, or designee, to designate a social district through January 31, 2024; and

WHEREAS, expanding days and times of the Social District would promote uniformity in hours of operation across the area and streamline marketing efforts; while attracting customers for enhanced outdoor dining, entertainment, and special event experiences in downtown Ada; and

WHEREAS, the Ada Township Social District would continue to be managed by the Township through a collaboration with its Downtown Development Authority; and

WHEREAS, the Ada Township Social District expansion would incorporate longer hours of operation and a larger district boundary footprint as outlined in the management and maintenance plan; and

WHEREAS, Social District boundaries are indicated by the Ada Township Social District Map and Commons Area Boundaries are also provided on the map with the exception of the premises of the qualified licensees; and

WHEREAS, the DDA Board has considered the potential impact of expanded days and times as proposed to Social District on public health, safety, and welfare; and

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The DDA Board hereby expresses its support for the expansion of the Ada Township Social District to operate seven days a week from the hours of 10am to 10pm.

2. The DDA Board recognizes the need to evaluate the expansion of the district boundary for the purpose of addressing pedestrian safety concerns and better alignment with the footprint of Downtown events.

3. The DDA Board recommends that the Ada Township Board adopt a resolution implementing the changes to the Social District's hours of operation and consider boundary adjustments as outlined in the updated management and maintenance plan.

On a roll call vote on the adoption of the above resolution, the vote was:

AYES: Members: Bowersox, Harrison, Idema, Knapp, Leisman, Turan, Vogl

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

ABSTAIN: Members: \_\_\_\_\_

ABSENT: Members: Coe, Frost

RESOLUTION DECLARED ADOPTED.

  
\_\_\_\_\_  
Dawn Marie Coe, Secretary  
Ada Township Downtown Development Authority

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF KENT     )

I, Dawn Marie Coe, the duly qualified and acting Secretary of the Ada Township Downtown Development Authority, Kent County, Michigan (the "DDA") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the DDA at a regular meeting thereof held on December 11, 2023, the original of which is on file in the DDA office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have affixed my official signature this 3<sup>rd</sup> day of January 2024,  
~~2023.~~

  
\_\_\_\_\_  
Dawn Marie Coe, Secretary  
Ada Township Downtown Development Authority

Board Members:

Thomas Renner	Pennell CPA – President
Matthew Michiels	Gravel Bottom – Vice President
Jennifer Bonney	CDV5 – Secretary
Jon Conkling	Tris4Health – Member
Derek Mead	AIC Insurance - Member
Mara Norden	The Community Church – Member
Nikki Riebel	RRR Lawn & Landscape - Member
Olivia Urbanski	Lake Michigan Credit Union – Member
Kim Rantala	Executive Director



Ada Township Staff and Board Members,

The Ada Business Association (“ABA”), on behalf of our members, is requesting that the Ada Township Board make the following updates to the Ada Social District for 2024, at your January 8, 2024, meeting.

- ✓ Normalize the program to all 7 days of the week, and to the same 10am-10pm hours daily
- ✓ Modify the program boundaries to include more of the ‘walkable’ area of Ada Village and inclusive of event boundaries

Reasons for this request:

- Local business and community feedback
- Allows businesses to be entrepreneurial and creative
- Encourages community participation and inclusivity
- Simplicity of program helps to remove barriers for customers and businesses
- Creates more B2B synergy
- The past 2 years have shown the Social District to be family-friendly, with no legal or negative/police issues
- By making the program more consistent with days/hours, we are putting our community on-par with other similar communities, like Rockford and Zeeland
- Unlink the success of the Social District from events. Events were a good focus at the beginning of the program to test the viability. Now, it should be viewed as a tool to help our local restaurants turn tables, encourage individuals to walk the Village and to promote Ada as a vibrant destination.
- All 8 of the alcohol-serving business in Ada Village, agree with and support this request.

Thank you for your time and consideration.

*Sincerely,*

Ada Business Association

A handwritten signature in black ink that reads 'R. Thomas Renner'.

R. Thomas Renner, Board President

A handwritten signature in black ink that reads 'Kim Rantala'.

Kim Rantala, Executive Director

BUSINESS SUPPORT FOR

# SOCIAL DISTRICT

IN ADA VILLAGE



MUDPENNY



NONNA'S  
ITALIAN CUISINE



## SUPPORTING BUSINESSES



#DISCOVERADA





**RESOLUTION R - 012224-1  
ADA TOWNSHIP  
KENT COUNTY, MICHIGAN**

**A RESOLUTION REVISING THE HOURS OF OPERATIONS AND DISTRICT BOUNDARY OF THE ADA TOWNSHIP SOCIAL DISTRICT CONTAINING A COMMONS AREA AND UPDATNG ITS MANAGEMENT AND MAINTENANCE PLAN IN ORDER TO ALLOW CERTAIN ON PREMISES LIQUOR LICENSEES EXPANDED USE OF SHARED AREAS FOR CONSUMPTION OF ALCOHOL PURSUANT TO PUBLIC ACT 124 OF 2020**

At a Regular Meeting of the Township Board of Ada, Kent County, Michigan, held at the Township Hall on Monday, January 22, 2024, at 6:00 p.m., there were:

**PRESENT:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

The following Resolution was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

**WHEREAS**, Public Act 124 of 2020 empowers the Township Board to designate Social Districts with Commons Areas where purchasers may consume alcoholic beverages sold by multiple qualified Michigan Liquor Control Commission licensees who obtain Social District Permits; and

**WHEREAS**, the Ada Township Board previously authorized the Township Manager, or designee, to designate a social district through January 31, 2024; and

**WHEREAS**, expanding days and times of the Social District would promote uniformity in hours of operation across the area and streamline marketing efforts; while attracting customers for enhanced outdoor dining, entertainment, and special event experiences in downtown Ada; and

**WHEREAS**, a larger district boundary footprint would address pedestrian safety concerns and better align the district with the footprint of Downtown events; and

**WHEREAS**, the Ada Township Social District would continue to be managed by the Township through a collaboration with its Downtown Development Authority; and

**WHEREAS**, expanded Social District boundaries are indicated by the Ada Township Social District Map and Commons Area Boundaries are also provided on the map with the exception of the premises of the qualified licensees; and

**WHEREAS**, the Township Board has considered the potential impact of expanded days and times as proposed to Social District on public health, safety, and welfare; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. that the Township Board expands the hours of operation and boundaries for the social district and commons area, establishes the attached management and maintenance plan, and authorizes the Township Manager or his designee to take all such other actions necessary in order to implement this Resolution and comply with the Act.
2. that the Ada Township Social District will operate seven days a week, 10 a.m. to 10 p.m. from January 31, 2024, through January 31, 2025, to promote uniformity in hours of operation across the area and streamline marketing efforts, as outlined in the management and maintenance plan.
3. that the Township Manager or his designee is authorized and directed to forward this Resolution and the attached maps and management and maintenance plans to the MLCC as required by the Act together with this Resolution.

Upon a vote for the adoption of said resolution, the vote was:

**YES:**

**NO:**

**ABSENT:**

Resolution R-012224-1 adopted

Date: 01/22/2024

Signed \_\_\_\_\_  
Jacqueline Smith  
Ada Township Clerk

### **CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Township of Ada, County of Kent, State of Michigan, at a meeting held on Monday, January 22, 2024, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Michigan Public Acts of 1976, as amended, including in the case a of a special or rescheduled meeting, notice by posting at least 18 hours prior to the time set for said meeting.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jacqueline Smith, Township Clerk





DRAFT

## ADA TOWNSHIP SOCIAL DISTRICT (SOCIAL DISTRICT AND COMMONS AREA) MANAGEMENT AND MAINTENANCE PLAN

Pursuant to MCL 436.1551, the governing body of a local governmental unit may designate a Social District within its jurisdiction. Qualified licensees whose licensed premises are contiguous to the commons area within the Social District, and that have been approved for and issued a Social District Permit, may sell alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the Social District. The commons area is not considered part of the licensed premises for any of the licensees that hold a Social District Permit.

The term commons area is defined by MCL 436.1551(8)(a):

*"Commons area" means an area within a social district clearly designated and clearly marked by the governing body of the local governmental unit that is shared by and contiguous to the premises of at least 2 other qualified licensees. Commons area does not include the licensed premises of any qualified licensee.*

The term qualified licensee is defined by MCL 436.1551(8)(c):

*"Qualified licensee" means any of the following:*

- *A retailer that holds a license, other than a special license, to sell alcoholic liquor for consumption on the licensed premises. (This includes the following license types: Class C, Tavern, A-Hotel, B-Hotel, Club, G-1, G-2, Brewpub.)*
- *A manufacturer with an on-premises tasting room permit issued under section 536.*
- *A manufacturer that holds an off-premises tasting room license issued under section 536.*
- *A manufacturer that holds a joint off-premises tasting room license issued under section 536.*

Ada Township wishes to establish a Social District and Commons Area in its downtown that shall help promote its businesses and enhance its residents and visitors' enjoyment of the Village area. The establishment of the social district and commons area is intended to be a pilot program.

1. The Township shall file the designation or revocation of a Social District with the MLCC as required under the rules. Upon designation of a Social District, the Township shall send copies of the following items to the MLCC:
  - a. A copy of the resolution passed by the governing body designating the Social District and Commons Area.
  - b. A copy of the management and maintenance plans, including the hours of operation, established by the local governmental unit for the Social District and Commons Area.
  - c. A diagram or map that clearly shows the boundaries of the Social District and commons area. Please indicate the name, address, and location of the qualified licensees that are contiguous to the commons area on the diagram or map.
  - d. Such items shall be sent to:

By Mail: Michigan Liquor Control Commission - P.O. Box 30005 - Lansing, MI 48933

By Fax: (517) 763-0059

By Email: [mlccrecords@michigan.gov](mailto:mlccrecords@michigan.gov)

2. Prior to any business applying to the MLCC for a Social District Permit, a qualified licensee must obtain approval from the Township Board. To receive approval from the Township Board, the qualified licensee shall submit a completed Page 2 of the [Social District Permit Application \(LCC-208\)](#) and any supporting documents to the Township at least fourteen (14) days prior to the next Ada Township Board meeting. If the Township Board approves of that application, the Township Clerk shall complete Page 3 of that same document and return a copy to the qualified licensee. The qualified licensee shall thereafter submit the completed application to the MLCC with the appropriate fees attached thereto.

A Management and Maintenance Plan for Ada Township's Social District and Commons Area is outlined below. This plan establishes the rules and regulations that govern the Social District and Commons Area in order to help maintain the health, safety, or welfare of the Public. Violations of these rules shall operate as violations of Michigan Liquor Control Commission rules or other ordinances, rules and laws that remain in full force and effect within the Township and the Townships' Social District and Commons Area.

*Note: All State of Michigan and Ada Township laws apply, including but not limited to those prohibiting public intoxication, impaired driving, open containers and serving alcohol to minors.*

#### Operation:

1. The permitted hours of the Social District and Commons Area shall be open for use seven days a week from 10 a.m. to 10 p.m. through January 31, 2025. These hours are subject to change as necessary to maintain the public health, safety, and welfare of the Ada community.
2. The Social District and Commons Area boundaries are outlined in Exhibit A. The selling, service, or public possession of any alcoholic drink outside of those described areas of the Township or the adjoining MLCC qualified businesses is prohibited.
3. No tents or lighting or privately owned tables or chairs or heating mechanisms or fire pits of any kind shall be installed within the Social District or Commons Area without Township permission in advance.
4. No amplified sound shall be used in the Social District or Commons Area without Township permission.
5. Umbrellas may be installed with Township permission but shall not be mechanically fastened to street or sidewalk surfaces.
6. Dogs are permitted in the Social District and Commons Area (the Township's leash laws still apply, as does the obligation to pick up after your dog).
7. Always remember to leave a place a little better than you found it.

#### Access:

1. Pedestrian access shall be maintained to all buildings within the Social District and Commons Area as required by Ada Township.
2. Emergency access shall be maintained to all adjacent properties in the Social District and Commons Area as required by Ada Township.

#### Alcohol:

1. Alcoholic beverages are allowed in the Commons Area only in accordance with a Social District Permit issued by the Michigan Liquor Control Commission (MLCC), any accompanying MLCC regulations, and Ada Township requirements.
2. ONLY Alcoholic beverages purchased by an adult 21 or over from the licensed premises of a Social District Permit holder may be consumed by an adult 21 or over within the designated Commons Area.
3. NO OUTSIDE ALCOHOL ALLOWED. Alcohol purchased from any place other than the licensed premises of a Social District Permit holder (bar or restaurant) may not be brought within the Social District or Commons area. You may NOT bring alcohol from home or purchased from outside of the Social District into the Social District.
4. Only alcohol purchased from a specific MLCC qualified business may be possessed or consumed within that MLCC qualified business. A qualified licensee shall prohibit entry into its licensed premises to any person who has within their possession a container that contains any amount of alcohol that has not been purchased from the qualified licensee.
5. Alcoholic beverages consumed in the Commons Area are required to be in designated cups per the requirements of the MLCC and Ada Township. All licensed premises need to follow these specific guidelines when serving alcohol:
  - a. The serving container must prominently display the licensee's trade name or logo or some other mark that is unique to the licensee that sold the alcohol.
  - b. The serving container must prominently display a logo or some other mark that is unique to the commons area.
  - c. The serving container is not made of glass.
  - d. The serving container does not have a liquid capacity over 16 ounces.
6. Social District Permit holders are responsible for the sale of alcohol on their licensed premises in accordance with their individual Social District Permits and all MLCC rules and regulations, including but not limited to, confirming the consumer's identification and age, and prohibiting the sale of alcohol to intoxicated parties.
7. During regular patrols, the Kent County Sheriff will monitor the Social District and Commons Area as assigned for compliance with MLCC and Ada Township rules and regulations.
8. Township staff, and/or contractors may also monitor the Commons Area and report compliance issues to the proper authorities.

#### Seating, Tables, and Related Furnishings:

1. Township staff, the Downtown Development Authority (DDA), and/or contractors will maintain any seating, tables, and related furnishings that have been purchased and deployed by the Township or the DDA within the Social District.
2. Seating, tables, and related furnishings that have been provided by individual Social District Permit Holders shall be the sole responsibility of the Social District Permit Holders and must comply with ADA accessibility requirements. Under certain circumstances, Social District Permit holders may use public space for seating, tables, and related furnishings. Interested Social District Permit holders must contact the Ada Township DDA Director for necessary reviews and municipal approvals.
3. Related furnishings are defined as planters, fencing, spatial delineators or other elements that are deployed as part of a seating expansion within the Social District.
4. Ada Township is not responsible for providing, deployment, maintenance, operations, or security of any seating, tables, or related furnishings that are deployed within the Commons Area.

#### Signage:

1. Township staff, the Downtown Development Authority (DDA), and/or contractors will provide signage that designates the Commons Area and Commons Area boundaries.
2. Existing Ada Township sign ordinances are still applicable within the Social District and Commons Area.

#### Trash and Recycling:

1. Township staff, the Downtown Development Authority (DDA), and/or contractors will provide temporary trash cans and/or recycling cans within the Commons Area and at Commons Area boundaries and will maintain these trash cans and/or recycling cans and conduct trash removal operations at these locations for the duration of the Social District and Commons Area operation.
2. At locations where existing trash cans are already installed, Ada Township will continue their current maintenance and trash removal operations.

#### Review:

1. The Management and Maintenance Plan shall be included in any future Social District reviews conducted by Ada Township.
2. The DDA Director and Township Manager shall be included in any review and consulted on any revisions to the Social District and Management and Maintenance Plan.
3. The hours of operation will be subject to change in order to accommodate Special Events and as necessary to maintain the public health, safety, and welfare of the Township.
4. Additional Commons Areas may be considered at a future date by the Ada Township Board.
5. Ada Township reserves the right to close the Social District and/or Commons Area at any time.
6. The Ada Township Board may revoke the Social District and/or Commons Area if their continued use may, in the opinion of the Township Board, threaten the health, safety, or welfare of the Public or has become a public nuisance. The Township Board maintains the authority to end any event that becomes a public nuisance or threatens the health, safety, or welfare of the public prior to revocation of the Social District and/or Commons Area and may designate someone to make that determination in an emergency. Prior to revocation of the Social District or Commons Area, the Township Board shall hold at least 1 public hearing on that proposed revocation and that public hearing shall occur at a public meeting that meets the requirements of a public meeting under the Open Meetings Act.

#### Social Distancing and COVID-19 Response:

1. All users of the Social District and the Commons Area shall follow all applicable State of Michigan social distancing and mask guidance and requirements.
2. All users of Commons Area shall comply with State of Michigan Department of Health and Human Services, including but not limited to, complying with limits on social gatherings and requirements relating to face masks.
3. All users of the Social District and Commons Area shall use them at their own risk.

#### Contact:

All questions or concerns should be directed to the Downtown Development Authority (DDA): Haley Stichman, DDA Director, [hstichman@adatownshipmi.com](mailto:hstichman@adatownshipmi.com), (616) 676-9191 ext. 35.

## EXHIBIT A

### ADA TOWNSHIP SOCIAL DISTRICT MAP

## EXHIBIT B

### LIQUOR LICENSES ELIGIBLE FOR SOCIAL DISTRICT PERMIT\*

(\*ESTABLISHMENTS LOCATED WITHIN THE PROPOSED SOCIAL DISTRICT BOUNDARIES.)

- 1– SKILLETHEAD, INC. DBA SKILLETHEAD'S SCHMITZ EAST DELI, 597 ADA DR SE ADA, MI 49301
- 2- FLORENCE PROPERTIES, LLC DBA NONNA CAFE, 584 ADA DR SE ADA, MI 49301
- 3- ADA GARAGE BAR & GRILL, LLC DBA ADA GARAGE BAR & GRILL, 518 ADA DR SE ADA, MI 49301
- 4- GRACE COFFEE LLC DBA MUDPENNY, 496 ADA DR SE STE 101 ADA, MI 49301
- 5- MICHIELS BREWING, LLC DBA GRAVEL BOTTOM CRAFT BREWERY, 452 ADA DR SE STE 100 ADA, MI 49301
- 6- BOX OFFICE HITS VIDEO, INC. DBA ZEYTIN TURKISH RESTAURANT, 7437 RIVER ST SE ADA, MI 49301
- 7- LUNA 7471, LLC DBA LUNA OF ADA, 7471 RIVER ST ADA, MI 49301
- 8- SCOPO HOSPITALITY L.L.C. DBA MYRTH, 7423 RIVER ST SE STE 100 ADA, MI 49301





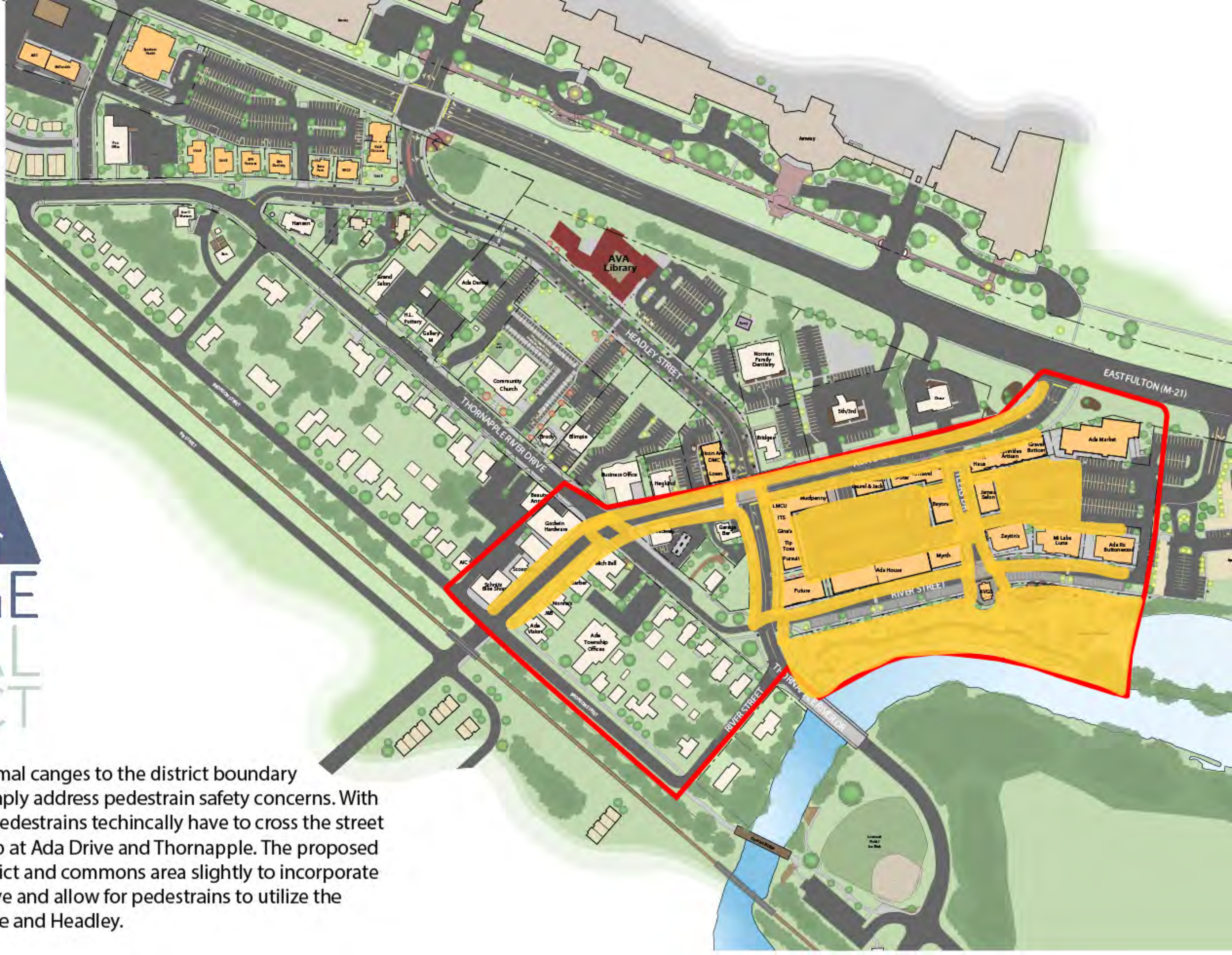
District Boundary  
Expansion Option #1



Commons Area  
Expansion Option #1



This option outlines minimal changes to the district boundary and commons area to simply address pedestrian safety concerns. With the current boundaries, pedestrians technically have to cross the street utilizing the two-way stop at Ada Drive and Thornapple. The proposed changes expand the district and commons area slightly to incorporate the north side of Ada Drive and allow for pedestrians to utilize the four-way stop at Ada Drive and Headley.







District Boundary  
Expansion #2



Commons Area  
Expansion Option #2



This option outlines extensive changes to the district boundary and commons area to better align with the footprint of Downtown events. Many of the larger-scale events utilize the historic part of the Downtown, which currently is excluded from the district. Tinsel, Treats, and Trolleys, Fall Festival, and the Winter Lights Walking Trail encourage pedestrians to walk from one end of the Downtown to the other and patronize participating businesses. These events market the Social District, necessitating a need to evaluate the inclusion of the larger footprint.







District Boundary  
Expansion #3



Commons Area  
Expansion Option #3



This option is similar to option 1 as it addresses the pedestrian safety concerns but also includes the Covered Bridge and Leonard Field within the commons area.





## **PARICIPATING BUSINESSES – HOURS OF OPERATION**

### **1–SCHNITZ EAST DELI, 597 ADA DR SE ADA, MI 49301**

Monday: 11:00 - 3:00; Tuesday-Saturday: 11:00 - 10:00

### **2- NONNA CAFE, 584 ADA DR SE ADA, MI 49301**

Sunday- 8:00am - 2:00pm; Monday-Friday 7:00am - 9:00PM; Saturday- 7:30am - 9:00pm

### **3- ADA GARAGE BAR & GRILL, 518 ADA DR SE ADA, MI 49301**

Monday- Saturday 11:00 am - 12:00 am; Sunday-11:00 am - 10:00 pm

### **4- MUDPENNY, 496 ADA DR SE STE 101 ADA, MI 49301**

Monday – Friday 7A-3P; Saturday & Sunday 8A-3P

Thursday - Friday - Saturday 4P-9P

### **5- GRAVEL BOTTOM CRAFT BREWERY, 452 ADA DR SE STE 100 ADA, MI 49301**

Monday: CLOSED; Tuesday-Thursday: 3-10 PM; Friday-Saturday: 3-11 PM; Sunday: 12-8 PM

### **6- ZEYTIN TURKISH RESTAURANT, 7437 RIVER ST SE ADA, MI 49301**

Closed Mondays; Tuesday–Sunday 11 a.m.-9 p.m.

### **7- LUNA OF ADA, 7471 RIVER ST ADA, MI 49301**

Monday-Saturday 11:30 AM – 9:30 PM; Sunday 5:00 PM – 8:00 PM

### **8- MYRTH, 7423 RIVER ST SE STE 100 ADA, MI 49301**

Monday - Friday: 11am-9pm; Saturday - Sunday: 4:30-9pm

## **SOCIAL DISTRICT RESEARCH**

Currently there are 82 social districts in 40 counties throughout the state of Michigan ([MLCC List](#))

These social districts were primarily established to:

- Enhance outdoor dining and entertainment experiences for residents and visitors
- Encourage more business for participating restaurants and retail establishments

### **REPRESENTATIVE SOCIAL DISTRICTS**

- Farmington Hills
- Grosse Pointe
- Northville
- Royal Oak
- Saugatuck

### **ADDITIONAL SURROUNDING MUNICIPALITIES**

- Rockford
- East Grand Rapids
- City of Grand Rapids
- Lowell

## FARMINGTON, MI

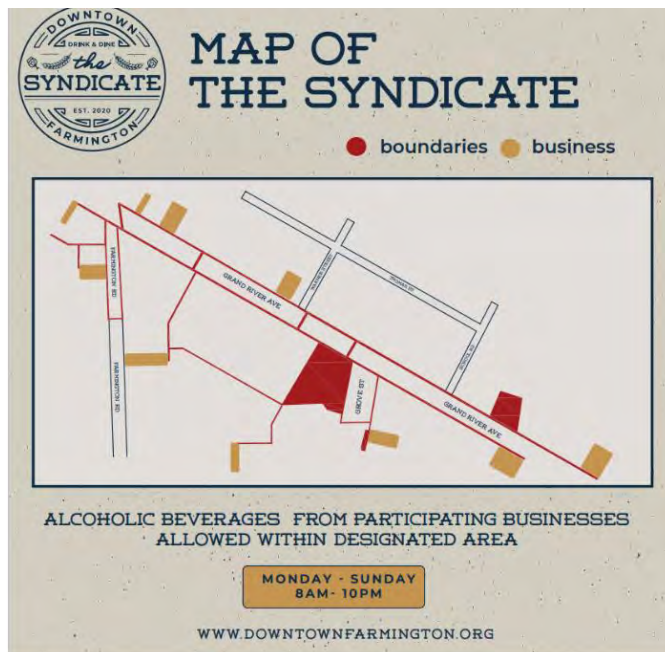
POPULATION: 10,381

MEDIAN HOUSEHOLD INCOME: \$68,465

MEDIAN HOUSE VALUE: \$272,483

### SOCIAL DISTRICT – “THE SYNDICATE”

ESTABLISHED: Dec. 31, 2020



PARTICIPATING BUSINESSES: 10

HOURS: Monday-Sunday 8am-10pm (*Original Hours: Monday-Sunday 12-10pm*)

- Ties to Thursday night arts programming

[https://www.downtownfarmington.org/downtown\\_events/what\\_s\\_happening/heart\\_the\\_art.php](https://www.downtownfarmington.org/downtown_events/what_s_happening/heart_the_art.php)



## **GROSSE POINTE, MI**

**POPULATION:** 5,206

**MEDIAN HOUSEHOLD INCOME:** \$81,864

**MEDIAN HOUSE VALUE:** \$431K

### **SOCIAL DISTRICT**

**ESTABLISHED:** August 2020



**PARTICIPATING BUSINESSES:** 6

**HOURS:** 5-10pm Sunday-Thursday and 5-11pm Friday and Saturday. Closed major holidays.

## NORTHVILLE, MI

POPULATION: 6,000

MEDIAN HOUSEHOLD INCOME: \$79,579

MEDIAN HOUSE VALUE: \$386,033

ESTABLISHED: Fall 2020


PARTICIPATING BUSINESSES: 16

HOURS: Monday - Sunday from 12:00pm - 10:00pm

(Original hours: Monday-Friday 4-8 PM; Saturday 12-8 PM; Sunday 12-4 PM)

### SOCIAL DISTRICT





## How To Enjoy The Twist

Northville Social District

**Enter** Any participating Social District establishment.

**Order** Your favorite adult beverage in a designated cup.

**Exit** The establishment onto the permitted Social District sidewalks and commons areas in Downtown Northville.

**Enjoy** Your beverage while strolling the designated Social District boundaries. Signs indicate boundaries.

**Dispose** Your Twist cup when empty. Each cup is one time use!

**Repeat!** Participating establishment map on the reverse side.

**160 Main** - 160 E. Main / 248-924-3007

**Brown Dog Barlor & Restaurant**  
120 E. Main / 248-675-8596

**Center Street Grill** - 135 N. Center / 248-924-3135

**Exchange Bar & Grill** - 157 E. Main / 248-349-1715

**Genitti's Hole-in-the-Wall** - 108 E. Main / 248-349-0522

**Great White Buffalo Brewing Company**  
101 W. Main / 248-924-2607

**Lava Grille of Northville**  
133 W. Main, Suite 201 / 248-938-4120

**Le George** - 124 E. Main / 248-924-2016

**Los Tres Amigos** - 144 Mary Alexander Ct. / 248-773-7945

**Lucy & The Wolf** - 102 E. Main / 248-308-3057

**Marquis Theatre** - 135 E. Main / 248-349-8110

**Northville Sports Den**  
133 W. Main, Suite 102 / 248-347-5993

**Simply Wine** - 109 N. Center / 248-380-9463

**Table 5** - 126 E. Main / 248-305-6555

**The Garage** - 202 W. Main / 248-924-3367

**Toria** - 115 E. Main / 248-924-3793

## ROYAL OAK, MI

**POPULATION:** 59,195

**MEDIAN HOUSEHOLD INCOME:** \$52,384

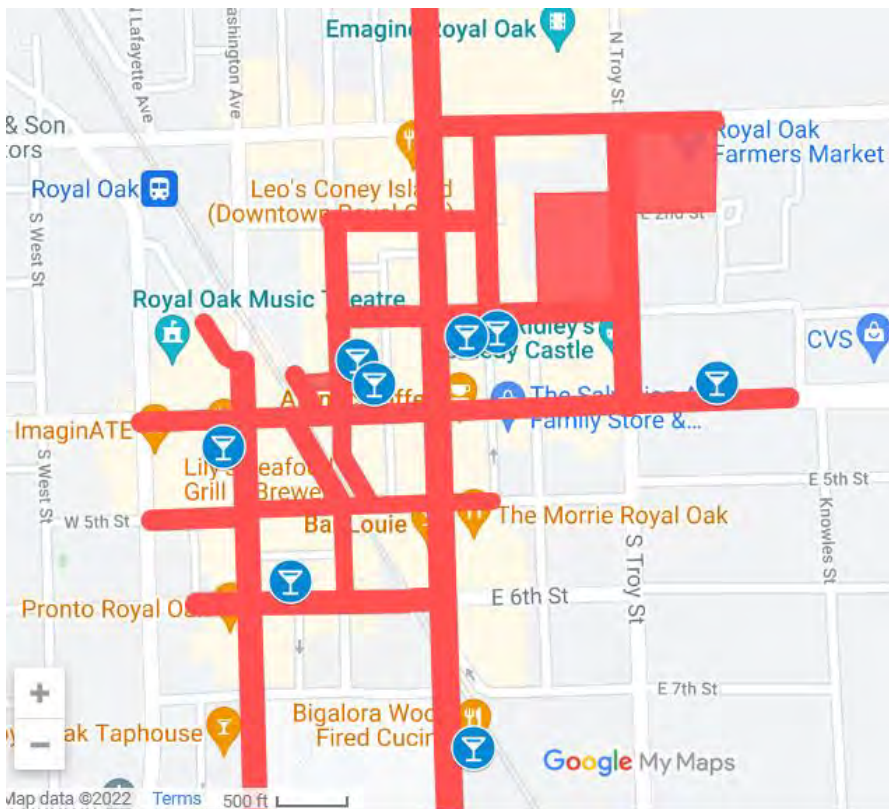
**MEDIAN HOUSE VALUE:** \$225K

**ESTABLISHED:** July 2021

**PARTICIPATING BUSINESSES:** 18

**HOURS:** Daily from 11am-10pm

**SOCIAL DISTRICT**





## SAUGATUCK

**POPULATION:** 850

**MEDIAN HOUSEHOLD INCOME:** \$35K

**MEDIAN HOUSE VALUE:** \$564K

**ESTABLISHED:** Pilot program March 2021; open Labor Day-Memorial Day, closed for summer

**PARTICIPATING BUSINESSES:** 7

**HOURS:** 11am-11pm daily

### SOCIAL ZONE

## Saugatuck Social District

Enjoy within the boundaries

**Social District Hours:**  
Daily from 11:00 am to 11:00 pm

Alcoholic beverages may be purchased from participating restaurants and bars.

Alcohol consumed in the common areas of the Social District must be in the designated Social District container with the Social District logo and the logo of the participating business.

The public may NOT "bring your own" into the Social District.

Alcohol purchased from non-participating businesses is NOT allowed in the common area.

Alcohol purchased from one participating business may not be brought into another participating bar or restaurant.

Retail shopping is welcomed while enjoying the Social District. However, not every retailer permits Social District beverages within their business. Look for "Social District Participant" window decals, which indicate the businesses where drinks are permitted.

Social District beverages must be disposed of when leaving the boundaries.

Map showing the Social District Boundary (orange) and Parks Within the Social District Boundary (hatched). Streets labeled include WATER, LUCY, SPEAR, FRANCIS, MARY, MAIN, HOFFMAN, BUTLER, MASON, CULVER, and GIBBERTA.

Legend:  
Social District Boundary  
Parks Within the Social District Boundary

Scan the QR Code to view digital version of the rules



## PETOSKEY, MI

POPULATION: 5,724

MEDIAN HOUSEHOLD INCOME: \$40,742

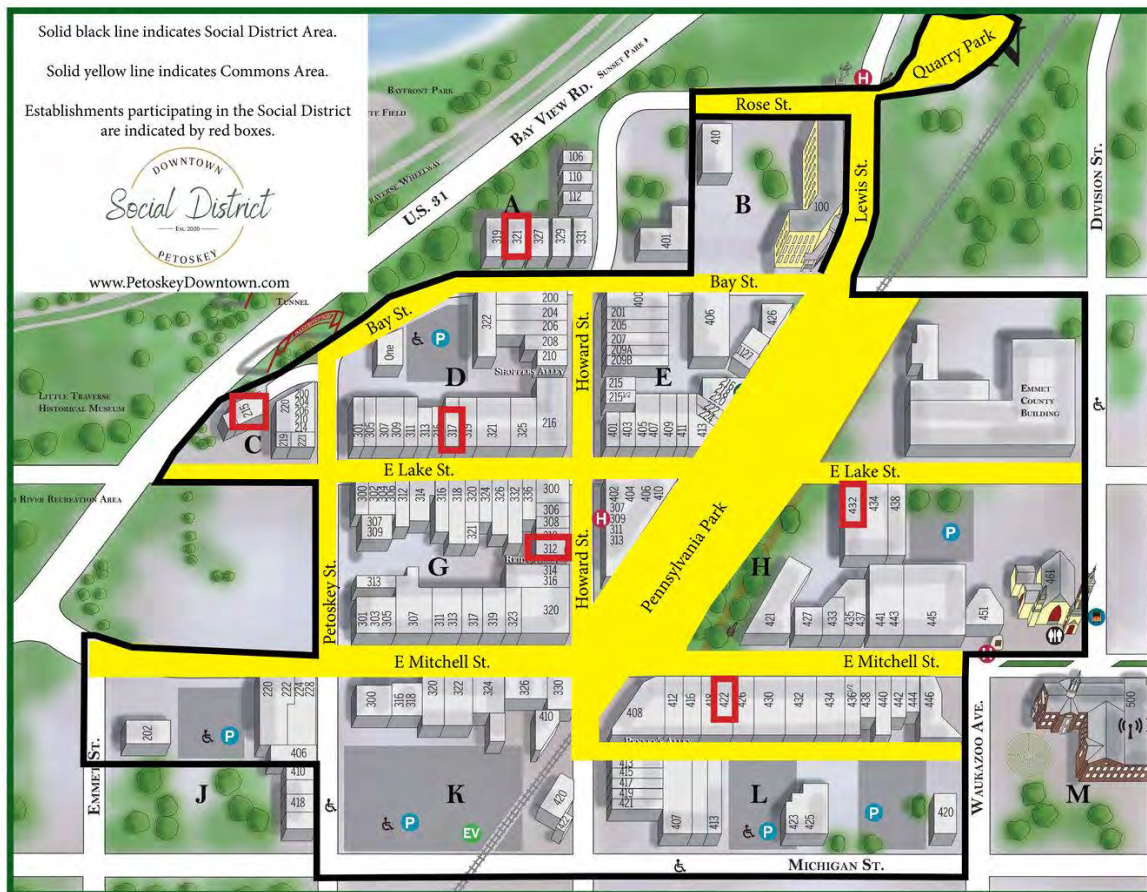
MEDIAN HOUSE VALUE: \$328K

ESTABLISHED: August 2020

PARTICIPATING BUSINESSES: 9

HOURS: 12-9 PM daily

### SOCIAL DISTRICT



## Rockford, MI

### [Rockford Outdoor Refreshment Area \(RORA\)](#)

**ESTABLISHED:** October 2020

**PARTICIPATING BUSINESSES:** 11

**HOURS:** Sunday – Saturday; Noon – 10 pm

## East Grand Rapids

### [Social District](#)

**ESTABLISHED:** July 2023

**PARTICIPATING BUSINESSES:** 11

**HOURS:** 11 a.m.-10 p.m. during the summer season; During the school year, 4-10 p.m. Monday through Friday and 11 a.m.-10 p.m. Saturday and Sunday

## City of Grand Rapids

### [Outdoor Refreshment Area](#)

**ESTABLISHED:** July 2020

**PARTICIPATING BUSINESSES:** 62 (4 different zones)

**HOURS:** Sunday – Thursday: 7 AM – 10 PM; Friday – Saturday: 7 AM – Midnight

## Lowell, MI

### [Rockford Outdoor Refreshment Area \(RORA\)](#)

**PARTICIPATING BUSINESSES:** 11

**HOURS:** Monday – Friday 4 to 10 p.m.; Saturday noon to 10 p.m.; Sunday noon to 8 p.m.





Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Constitution Hall – 525 W. Allegan - Lansing, Michigan 48933  
Toll-Free 866-813-0011 • [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Updated December 6, 2023

### **Local Governmental Units That Have Established Social Districts**

The following is an ongoing list of local governmental units (city, village, township, county) that have established a Social District under [MCL 436.1551](http://mcl.michigan.gov/436.1551).

#### **Allegan County**

- Allegan City
- Douglas City
- Fennville City
- Otsego City
- Plainwell City
- Saugatuck City
- Wayland City

#### **Alpena County**

- Alpena City

#### **Antrim County**

- Central Lake Village

#### **Barry County**

- Hastings City

#### **Branch County**

- Coldwater City

#### **Bay County**

- Bay City

#### **Berrien County**

- Bridgman City
- Buchanan City
- Niles City
- St. Joseph City

#### **Calhoun County**

- Battle Creek City
- Marshall City

#### **Charlevoix County**

- Boyne City
- East Jordan City
- St. James Township

#### **Crawford County**

- Grayling City

#### **Emmet County**

- Petoskey City

#### **Hillsdale County**

- Hillsdale City

#### **Houghton County**

- Houghton City

#### **Ingham County**

- Lansing City
- Leslie City
- Webberville Village
- Williamston City

#### **Iosco County**

- Oscoda Township

#### **Jackson County**

- Jackson City

#### **Kalamazoo County**

- Kalamazoo City
- Vicksburg Village

#### **Kent County**

- Ada Township
- Cedar Springs City
- East Grand Rapids City
- Grand Rapids City
- Grandville City
- Lowell City
- Rockford City
- Sparta Village

#### **Lapeer County**

- Lapeer City

#### **Lenawee County**

- Adrian City
- Blissfield Village
- Clinton Village
- Morenci City
- Tecumseh City

#### **Livingston County**

- Brighton City
- Howell City

#### **Macomb County**

- Center Line City
- Mt. Clemens City
- New Baltimore City
- St. Clair Shores City

#### **Manistee County**

- Manistee City

#### **Marquette County**

- Marquette City
- Negaunee City



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Updated December 6, 2023

### **Local Governmental Units That Have Established Social Districts**

The following is an ongoing list of local governmental units (city, village, township, county) that have established a Social District under [MCL 436.1551](http://mcl.michigan.gov/436.1551).

#### **Mason County**

- Ludington City
- Scottville City

#### **Midland County**

- Midland City

#### **Monroe County**

- Dundee Village
- Monroe City
- 

#### **Montcalm County**

- Greenville City

#### **Muskegon County**

- Montague City
- Muskegon City
- Whitehall City

#### **Newaygo County**

- Newaygo City

#### **Oakland County**

- Berkley City
- Clarkston City
- Clawson City
- Farmington City
- Ferndale City
- Holly Village
- Lake Orion Village
- Novi City
- Oak Park City
- Oxford Village
- Pontiac City
- Royal Oak City
- South Lyon City
- Wixom City

#### **Oceana County**

- Hart City

#### **Osceola County**

- Reed City

#### **Otsego County**

- Gaylord City

#### **Ottawa County**

- Coopersville City
- Grand Haven City
- Holland City
- Hudsonville City
- Spring Lake Village
- Zeeland City

#### **Sanilac County**

- Lexington Village City

#### **Schoolcraft County**

- Manistique City

#### **Shiawassee County**

- Owosso City

#### **St. Clair County**

- Marine City
- Port Huron City

#### **St. Joseph County**

- Sturgis City
- Three Rivers City

#### **Van Buren County**

- Lawton Village
- South Haven City

#### **Washtenaw County**

- Ann Arbor City
- Chelsea City
- Dexter City
- Manchester Village
- Milan City

#### **Wayne County**

- Belleville City
- Dearborn City
- Grosse Pointe City
- Grosse Pointe Park City
- Northville City
- Trenton City
- Wyandotte City

#### **Wexford County**

- Cadillac City

**Memorandum**

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To: Ada Township Board

From: Ross Leisman

Date: January 17, 2024

Subject: DDA Appointments

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Long term DDA member Byran Harrison's term expired at the end of 2023. Bryan is the Government Affairs officer at Amway and in the capacity has been a member of the Downtown Development Authority for many years. Also at the end of December 2023 long term DDA member Terry Bowersox retired. Shelley Cloutier and her husband own and operate the new Ada Village Pharmacy. Shelley has been very active in the village since they brought their new business into town. Her application is attached. I also met with Shelley and discussed the matter on the telephone and believe she would be an excellent addition to the DDA.

I would request that the Township Board adopt the Resolution Approving the Appointment of Bryan Harrison and Shelley Cloutier to the Downtown Development Authority.



APPLICATION FOR ADA TOWNSHIP APPOINTED BOARDS,  
COMMISSIONS AND COMMITTEES

Application for (see attached list): Downtown Development Authority Board

Name: Shelley Cloutier

Address: 4047 Michigan St. NE City CoR Zip 49525

Phone: Work 616 320-4001 Home — Cell 616 840-1716

Business / Firm / Occupation: Ada Village Pharmacy

Position: Owner

Work Experience: Designed store, marketing, buyer for front end gifts, customer service, develop events for store, networking, participated in Ada Farmer's Market, and do a podcast for the pharmacy.

Volunteer Experience & Involvement: Member of the Ada Business Association & volunteer at some events. Volunteered at the Children's Business Fair & volunteered at Cascade Community Foundation event

Education Background: Bachelor's of Science, Kinesiology

State Briefly your qualifications for this appointment(s): I am a business owner in Ada Village and am actively involved in many events. I am very interested & committed to the success and vitality of this community.

Do you know of any conflicts of interest pertaining to the position you are applying for? If yes, please explain: No

Date: 12/27/23 Signature: Shelley Cloutier



## RESOLUTION NO. R-012224-2

### A RESOLUTION CONFIRMING THE TOWNSHIP SUPERVISOR'S RE-APPOINTMENT OF BRYAN HARRISON AND APPOINTMENT OF SHELLEY CLOUTIER TO THE DOWNTOWN DEVELOPMENT AUTHORITY

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

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

The following resolution was offered by member \_\_\_\_\_ and supported by member \_\_\_\_\_.

**WHEREAS**, the Township of Ada is a General Law Township operating in the State of Michigan, County of Kent; and

**WHEREAS**, per the Downtown Development Authority Act 57 of 2018 sec. 125.4204 – the chief elected official shall appoint members of the downtown development authority, subject to approval by a majority of the members of the legislative body elected and serving; and

**WHEREAS**, Downtown Development Authority member Bryan Harrison has a term expiring 12/31/23 and has expressed an interest in re-appointment to the Downtown Development Authority board for a four-year term expiring 12/31/2027; and

**WHEREAS**, Bryan Harrison represents Amway, a business entity in the Downtown Development Authority District and he has successfully served the Downtown Development Authority board for multiple terms; and

**WHEREAS**, Shelley Cloutier is owner of Ada Village Pharmacy and would like to serve on the Downtown Development Authority Board as a representative of her business; and

**WHEREAS**, Mrs. Cloutier is actively involved in the Ada Community and she is committed to the success and vitality of downtown Ada; and

**NOW, THEREFORE BE IT RESOLVED** that the Township Board does hereby confirm Supervisor Ross Leisman's re-appointment of Bryan Harrison and appointment of Shelley Cloutier to the Downtown Development Authority with a term ending December 31, 2027:

YEAS \_\_\_\_

NAYS \_\_\_\_

ABSENT \_\_\_\_

RESOLUTION R-012224-2: DECLARED ADOPTED, JANUARY 22, 2024

Date: January 22, 2024

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Jacqueline Smith  
Ada Township Clerk

CERTIFICATION

I, Jacqueline Smith, HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the ADA TOWNSHIP BOARD of the TOWNSHIP OF ADA at a regular meeting held on Monday, January 22, 2024.

Date: January 22, 2024

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Jacqueline Smith  
Ada Township Clerk





## MEMORANDUM

Date: 1/17/24

**TO:** Ada Township Board  
**FROM:** Julius Suchy, Township Manager  
**RE:** Resolution R-012224-3: Franchise Agreement with Charter Communications

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## Background:

Charter Communications (Spectrum Mid-America, LLC) has applied for a Uniform Video Service Local Franchise Agreement with Ada Township. As the attached letter notes, they were awarded funding to expand rural broadband and some addresses where the company has received funding are in Ada Township census blocks.

As noted in the cover letter, the Township can charge anywhere from 0% to 5% for a franchise fee. The Township currently charges a 5% franchise fee on its other franchise agreements. It can also charge PEG Fees for Public, Education and Government channels. Ada Township does not operate a PEG channel so this amount would be zero as noted in the letter.

The Township currently has franchise agreements with both Comcast (2014) and AT&T (2017).

I have discussed with legal counsel and the form is a state provided form so there is no changes, they are all standard agreements except filling out the franchise fee rate and PEG fee rate.

The resolution outlines that the Township will charge a 5% franchise fee, the maximum amount and the same as our other franchise agreements. This fee is paid to accommodate the use of the Right-of-Way (ROW). If Charter proceeds and builds in Ada Township, their lines being in the ROW can cause issues for the Township through maintenance that digs up trails or causes issues with utilities.

## Recommendation:

Staff would recommend approval of Resolution R-012224-3: A Resolution Approving a Uniform Video Service Local Franchise Agreement with Spectrum Mid-America, LLC (Charter Communications). Approval of this franchise agreement will allow residents to have another option when it comes to cable and internet service. I have received numerous calls from residents who are in the more rural parts of the Township that they would appreciate another option as Comcast is unable to provide them service at a level/cost they are comfortable with.

*Requested Motion: Motion to Approve Resolution R-012224-3: A Resolution Approving a Uniform Video Service Local Franchise Agreement with Spectrum Mid-America, LLC (Charter Communications)*



## RESOLUTION NO. R-012224-3

### A RESOLUTION APPROVING A UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT WITH SPECTRUM MID-AMERICA, LLC (CHARTER COMMUNICATIONS)

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

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

The following resolution was offered by member \_\_\_\_\_ and supported by member \_\_\_\_\_.

**WHEREAS**, pursuant to 2006 Public Act 480, MCL 484.3301, any Video Service Provider seeking to provide video service in one or more service areas in the State of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government; and

**WHEREAS**, Spectrum Mid-America LLC, (“Company”) has applied for a Uniform Video Service Local Franchise Agreement with Ada Township “Township” to provide service in the Township; and

**WHEREAS**, the Federal Communications Commission (FCC) awarded Charter Communications and other providers, funding to expand rural broadband via the Rural Digital Opportunity Fund; and

**WHEREAS**, the Township supports additional cable/internet carriers providing service to the Township; and

**WHEREAS**, Mrs. Cloutier is actively involved in the Ada Community and she is committed to the success and vitality of downtown Ada; and

### **NOW, THEREFORE BE IT RESOLVED:**

1. Ada Township will enter into a Uniform Video Service Local Franchise Agreement with a five percent (5%) franchise fee.
2. Ada Township authorizes the Township Manager to sign the Uniform Video Service Local Franchise Agreement with Spectrum Mid-America, LLC as set forth above contingent upon final legal counsel review.

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

RESOLUTION R-012224-3: DECLARED ADOPTED, JANUARY 22, 2024

Date: January 22, 2024

---

Jacqueline Smith  
Ada Township Clerk

CERTIFICATION

I, Jacqueline Smith, HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the ADA TOWNSHIP BOARD of the TOWNSHIP OF ADA at a regular meeting held on Monday, January 22, 2024.

Date: January 22, 2024

---

Jacqueline Smith  
Ada Township Clerk



November 1, 2023

Ada Township  
7330 Thornapple River Drive SE  
Ada, MI 49301-9087

Dear Supervisor Leisman,

As you may know, the Federal Communications Commission (FCC) awarded Charter Communications (Spectrum Mid-America, LLC "Spectrum"), and other providers, funding to expand rural broadband via the **Rural Digital Opportunity Fund (RDOF)** <https://www.fcc.gov/auction/904>. Some addresses where the company has received funding are located in census blocks that touch your community; to that end, Charter is filing for a Michigan Uniform Video Service Local Franchise Agreement. In 2006, the Michigan Legislature passed Public Act 480, known as the Uniform Video Services Franchise Act ("the Act"), the agreement, which became effective January 1, 2007, is for use by cable operators and municipalities. Therefore, I would like to direct your attention to the enclosed Agreement:

- a. **Franchise Fees:** As you review the Agreement, please note the franchise fee section. On page four of the Agreement, the directions stipulate that the municipality must indicate the franchise fee percentage they wish Charter to collect from customers for the term of the Agreement (from 0 to 5%). Therefore, if your community chooses to elect a franchise fee, to be collected from video customers and remitted to your community, as allowed for in the Act, please write the franchise fee percentage (%) in the blank on page four, paragraph VI.
- b. **PEG Fees:** Your community currently does **not** impose a fee for support of Public, Educational, and Government ("PEG") channels, nor does this apply as your community does not operate a PEG channel on Charter's cable system. This amount, on page six of the Agreement, should remain at zero, in keeping with the Act.

I have enclosed **two originals** of the **Agreement** and an authorized Charter representative has signed both. Please **complete and sign both documents** and **return one fully executed (signed & dated) original to me** using the enclosed self-addressed envelope. Be sure that you keep one signed/dated original for your records.

On behalf of our 101,000 U.S. based employees, including over 1,700 in Michigan, we are excited to bring our advanced communications network to your community.

For more information on our broadband expansion, please visit <https://policy.charter.com/blog/charter-announces-5-billion-initiative-to-connect-unserved-americans>. Should you have questions about this packet, feel free to contact me at (616) 607-2380.

Best regards,

A handwritten signature in blue ink, appearing to read "D. Mathis".

Derrick Mathis  
Manager, State Government Affairs - Michigan  
Charter Communications

Enclosures

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

### **The forms shall meet the following requirements:**

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
  1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]  
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
  3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
  - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
  - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
  - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
  - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
  - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
  - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
  - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission  
Attn: Video Franchising  
P.O. Box 30221  
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.



## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Township of Ada, a Michigan municipal corporation (the "Franchising Entity"), and Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## **II. Requirements of the Provider**

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## **III. Provider Providing Access**

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## **V. Term**

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## **VI. Fees**

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5% % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.



- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
  - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
  - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
  - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
  - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
  - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
  - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

## **VIII. PEG Fees**

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is \_\_\_\_\_% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **IX. Audits**

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.



## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

## **XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**Township of Ada:**

7330 Thornapple River Drive SE

Ada Michigan 49301-9087

Attn: Supervisor or Clerk

Fax No.:

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

## **XVI. Miscellaneous**


- A. Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**Township of Ada, a Michigan Municipal Corporation**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
7330 Thornapple River Drive SE  
City, State, Zip \_\_\_\_\_  
Ada, Michigan 49301-9087  
Phone \_\_\_\_\_  
(616) 676-9191  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

Spectrum Mid-America, LLC, a Delaware  
Limited Liability corporation doing business as  
n/a

  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Paul D. Abbott  
Title \_\_\_\_\_  
Vice President, Local Government Affairs  
Address \_\_\_\_\_  
12405 Powerscourt Drive  
City, State, Zip \_\_\_\_\_  
St. Louis, MO 6313  
Phone \_\_\_\_\_  
774-243-9738  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**FRANCHISE AGREEMENT** (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

## **ATTACHMENT 1**

### **UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)**

Date: October 20, 2023		
Applicant's Name: Spectrum Mid-America, LLC,		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 45-4593320		

#### **Company executive officers:**

Name(s): Christopher Winfrey
Title(s): President and Chief Executive Officer

#### **Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.com

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

As an incumbent video provider, the Provider is satisfying this requirement by allowing the Franchising Entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise from the Franchising Entity entered before the effective date of this Act."

The area provided for service is in the Township of Ada, MI. Upon request, the Provider shall provide a route map showing the location of the Cable System within the municipality, to the Franchising Entity.

**[Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

**[Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

**[Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]


**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

Date: N/A

**For All Applications:**

**Verification  
(Provider)**

I, Paul D. Abbott, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Paul D. Abbott, Vice President, Local Government Affairs	
Signature: 	Date: 10/24/2023

**(Franchising Entity)**

**Ada Township, a Michigan municipal corporation**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

7330 Thornapple River Drive SE

City, State, Zip

Ada, Michigan 49301-9087

Phone

(616) 676-9191

Fax

Email \_\_\_\_\_

Date \_\_\_\_\_

## MEMORANDUM

Date: 1/17/24



**TO:** Ada Township Board  
**FROM:** Haley Stichman, DDA Director  
**RE:** Resolution R-012224-4, Local Government Approval Resolution for Redevelopment Liquor License for Michigan Coffee Crew – Ada A6, LLC

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Background:

Staff received an application for a Tavern on-premises Redevelopment Area Liquor License from Warner Norcross + Judd LLP, on behalf of Loren Crandell, President of Michigan Coffee Crew – Ada A6, LLC. The business is to be located in the new A6 development at 7366 River Street, Suite 101. This development is currently under construction. Once the space is complete, Michigan Coffee Crew – Ada A6, LLC will operate a franchise location of Foxtail Coffee.

The attached application and supporting narrative from Norcross + Judd LLP states that the Michigan Coffee Crew – Ada A6, LLC intends to be open to customers from approximately 6:00 am to 9:00 pm and plans to hire three managerial employees and fifteen additional part-time employees to staff the café. The applicant believes that a liquor license at the café will help to maximize use of the proposed location and solidify the café as a valuable addition to the Ada community.

The DDA Board reviewed this application at its meeting on Monday, January 8 and adopted Resolution DDA-010824-1 in support of the Tavern On-premises Redevelopment Liquor License for Michigan Coffee Crew – Ada A6, LLC.

The Township's redevelopment area is eligible for 1 license for each \$1 million of investment in the redevelopment area in the last 3 years, per 1,000 population in the Township. The attached affidavits from the Township Assessor document that there has been \$45.458 million in new public and private investment in the redevelopment project area from 2020 through 2022. Based on the 2020 census population of 14,388, \$14.388 million in investment is required for each redevelopment liquor license issued.  $45.458/14.388 = 3.2$  licenses permitted. One additional license is permitted for the "major fraction", thereby permitting 3 licenses in the Township.

The Township has previously supported the issuance of three licenses - to Luna, LLC, Grace Coffee, LLC, dba MudPenny and Ada Indoor Country Club, LLC. These licenses were requested during past cycles, and therefore, don't conflict with the Township's ability to support the issuance of a license to Michigan Coffee Crew – Ada A6, LLC.

Recommendation:

Adoption of the attached local government approval resolution to support the application for the redevelopment liquor license for Michigan Coffee Crew – Ada A6, LLC is recommended.

*Requested Motion: Motion to approve Resolution R-012224-4 to support the redevelopment liquor license application for Michigan Coffee Crew – Ada A6, LLC.*





**Local Government Approval**  
(Authorized by MCL 436.1501)

**Township Board Resolution R-012224-4**

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from \_\_\_\_\_  
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): \_\_\_\_\_  
(list specific licenses requested)

to be located at: \_\_\_\_\_

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_ (township, city, village)  
(regular or special) (date)

\_\_\_\_\_  
Print Name of Clerk

\_\_\_\_\_  
Signature of Clerk

\_\_\_\_\_  
Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



## Ada Township Application for Liquor License Support Resolution

Ada Township does not issue liquor licenses. This application is for a resolution of support from the Township, which may be required by the State of Michigan Liquor Control Commission before a liquor license is issued.

### **APPLICANT INFORMATION**

Name: Loren Crandell, President of Michigan Coffee Crew - Ada A6, LLC DOB: 11/09/1985  
 Street Address: 4940 Cascade Rd SE Suite 220  
 City: Grand Rapids State: MI Zip: 49546  
 Phone: (616) 890-6090 Mobile: \_\_\_\_\_ Email: lorenc@batoncollective.com

### **BUSINESS INFORMATION**

Name of Business: Michigan Coffee Crew - Ada A6, LLC (franchisee of Foxtail Coffee)  
 Street Address: 7366 River Street SE, Suite 101  
 City: Ada State: MI Zip: 49503

Business Partners:

Name	Address	DOB
Michigan Coffee Crew, LLC	7366 River Street SE, Suite 101, Ada, MI 49301	

\* Note: Michigan Coffee Crew, LLC is owned 50% by CDV Investment Holdings, LLC and 50% by Stephen Ehmann

### **LICENSE INFORMATION**

Please list the type of Michigan Liquor License Commission license that is being applied for. If you are applying for transfer of an escrowed license, please list the license number and current owner.

Tavern (Redevelopment Liquor License)

Business and Location Description:


See attached.

Please attach to this application a building and site plan showing all structures and premises, including the specific areas where the license is to be utilized.

If the applicant is an entity, please also attach certified copies of the entity’s organizational documents such as articles, bylaws, partnership agreement, operating agreement, etc.

***Please initial the following statement:***

  X   I (the applicant) have read the Ada Township Alcoholic Beverages ordinance and will not violate any of the laws of the State of Michigan or the United States or any ordinances of Ada Township in the conduct of the business related to the license being applied for.

Signature:  \_\_\_\_\_ Date:   1/2/2024    
DocuSigned by:  
Loren Crandell  
807D62B4B6C64F1  
Loren C. Crandell, President of Michigan Coffee Crew - Ada A6, LLC

**For Official Use Only**

<b>Fire Department Approval</b>	Signature: _____	Date: _____
Notes: _____		
<b>Clerk Department Approval</b>	Signature: _____	Date: _____
Notes: _____		
<b>Treasurer Department Approval</b>	Signature: _____	Date: _____
Notes: _____		
<b>Zoning Department Approval</b>	Signature: _____	Date: _____
Notes: _____		
<b>DDA Board Approval</b>	Signature: _____	Date: _____
Notes: _____		
<b>Township Board Approval</b>	Signature: _____	Date: _____
Notes: _____		
Resolution Number _____		

## **Business and Location Description**

Michigan Coffee Crew – Ada A6, LLC (“Applicant”) will operate a franchised location of Foxtail Coffee at 7366 River Street SE, Suite 101. Foxtail Coffee Co. is a Florida-based coffee company, which currently has locations in Florida and Georgia. As described on Foxtail Coffee’s website:

Foxtail approaches producing coffee as a craft and serving coffee as a celebration. Their inviting and comfortable spaces feature rustic decor, cozy seating areas, and friendly staff. They believe that coffee should be purposeful, celebrated, and enjoyed, and have built a company that reflects that philosophy.

Foxtail’s neighborhood spaces are the perfect place to relax, catch up with friends, or get some work done. Whether you are enjoying a cup of coffee in-house or taking a cup to go, the “Foxtail Experience” is something that coffee lovers cherish and look forward to each and every time they visit.

Applicant is looking forward to opening one of these “neighborhood spaces” – which will be one of the first Foxtail Coffee cafés in Michigan – in the newly-constructed building at 7366 River Street. The café will serve all members of the Ada community, including residents and businesses, as well as visitors staying at the adjacent hotel or coming to Ada to enjoy its other amenities. This type of community meeting space is an integral part of the larger development plan for the downtown Ada retail space, for which Applicant’s affiliate, Baton Collective (formerly CDV5 Properties), has been a primary developer and supporter.

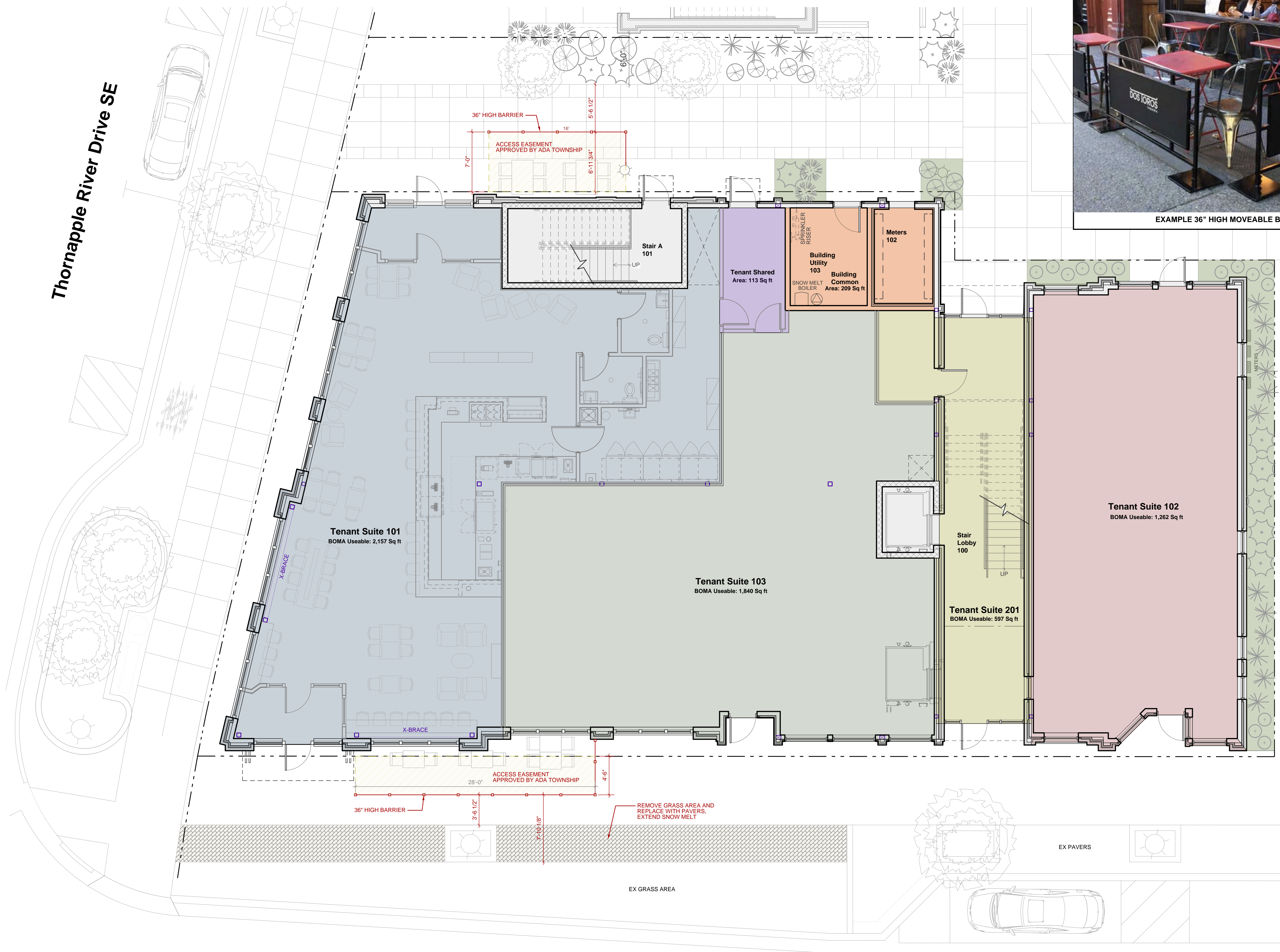
The café will serve coffee, espresso drinks, teas, pastries, cookies, sandwiches, treats, and frozen desserts, each to be consumed at the café or taken to go. To maximize utilization of the location and encourage members of Ada’s community and visitors to visit, meet and relax in, and enjoy the café throughout the day and evening, the café will also sell beer, wine, and bar bites for consumption on the premises.

Applicant is applying for a Social District permit to allow customers to carry beer and wine into Ada Township’s Social District Commons Area during the Commons Area hours of operation. The café will have seasonal outdoor seating in two separate areas located on the north and south sides of the building, each of which is expected to accommodate approximately 8 customers at a given time.

Applicant currently anticipates that the café will be open to customers from approximately 6:00 am to 9:00 pm, to be adjusted as appropriate based on customer traffic and staffing levels. Applicant intends to hire three managerial employees and fifteen additional part-time employees to staff the café.

Applicant is enthusiastic about implementing the business model developed and shown to be successful by Foxtail Coffee Co., and believes that a liquor license at the café will help to maximize use of the proposed location and solidify the café as a valuable addition to the Ada community.

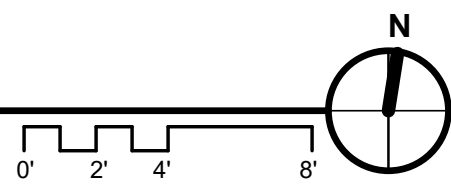




EXAMPLE 36" HIGH MOVEABLE BARRICADE

1. First Floor Plan

SCALE: 3/16" = 1'-0"



River Street SE

**dixon**  
ARCHITECTURE  
523 Ada Drive SE, Suite 200  
PO Box 404  
Ada, MI 49301  
p. (616) 682-4570  
www.dixonarch.com

**FIRST**  
COMPANIES  
6355 E Paris Ave SE  
Caledonia, MI 49316  
p. (616) 698-5000  
www.firstcompanies.com

**River Street Commons - A6 Building**  
7399 River Street SE  
Ada, Michigan  
**Sidewalk Patio Plan**



Revisions:  
MLCC Plan v1: 12/11/23  
MLCC Plan v2: 12/20/23

Project No: 220032  
Issue Date: 12/20/23  
Reviewer: KCD  
Drawn By: KCD

**A2.1**



**OPERATING AGREEMENT**  
**OF**  
**MICHIGAN COFFEE CREW – ADA A6, LLC**

THIS OPERATING AGREEMENT, dated as of December 1, 2023 (“**Agreement**”), is made by MICHIGAN COFFEE CREW, LLC (“**Member**”) as follows:

1.     **Formation; Name; Purpose.** MICHIGAN COFFEE CREW – ADA A6, LLC (“**Company**”), has been formed pursuant to the provisions of the Michigan Limited Liability Company Act (as amended from time to time, “**Act**”) by the signing and filing of the Company’s Articles of Organization (as amended from time to time, “**Articles**”) with the Director of the Michigan Department of Licensing and Regulatory Affairs (“**Department**”). The name and purpose of the Company shall be as stated in the Articles.

2.     **Offices.** The principal office and any additional office of the Company shall be at any place or places inside or outside of Michigan as the Member may designate from time to time. The initial registered office of the Company and the Company’s resident agent are as stated in the Articles, and may be changed pursuant to the Act.

3.     **Member.** The Company was formed as a limited liability company with one member. The address of the Member is set forth on the last page of this Agreement.

4.     **Management of Company.** The Member shall appoint (and may remove at any time for any or no reason) one or more managers (“**Managers**”) to manage the business of the Company, and the Managers shall have all powers necessary or advisable to carry out the business of the Company. The initial Manager is listed on the signature page hereto. The Managers may appoint, employ, or otherwise contract with any persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Managers may delegate to any person (who may be designated an officer of the Company) any authority to act on behalf of the Company as the Managers may from time to time deem appropriate. Neither the Managers nor any officers shall have authority to take actions on behalf of the Company in any matters in which the Act requires approval of the Member including the matters described in Section 502(4) of the Act.

5.     **Capital Contributions; Accounting.**

(a)     In exchange for the Member’s interest, the Member shall contribute to the capital of the Company, the cash and/or property set forth on the last page of this Agreement. The Member shall have no obligation to make any further capital contributions to the Company. Any additional capital contributions must be so designated in writing by the Member and the Company. Any funds contributed to or advances made on behalf of the Company by the Member that are not designated as capital contributions shall be loans payable by the Company to the Member on demand together with interest at the prime rate from the date of

the contribution or advance until repaid in full. The Member shall not be paid interest on any capital contribution.

(b) The operations of the Company shall be treated for federal tax purposes as the operations of the Member.

(c) The fiscal year of the Company shall be the fiscal year of the Member. The books and records of the Company shall be maintained in accordance with good accounting practices.

(d) Real and personal property owned by the Company shall be held and conveyed in the Company's name. Funds of the Company shall be deposited in the name of the Company with the financial institutions and in the accounts determined by the Member or Managers, subject to authorized signatures that the Member or Managers may determine.

6. **Assignments of Interest in the Company.** The Member may sell, assign, pledge, or otherwise transfer or encumber (collectively, "**transfer**") all, but not less than all, of the Member's interest in the Company if the Member signs and delivers a transfer document. Any transfer of all of the Member's interest in the Company without a signed transfer document shall be void. The Member may transfer a portion of the Member's interest in the Company, but only if all of the resulting members enter into a multiple member operating agreement that addresses voting rights, timing of distributions, appropriate tax matters, and other matters customarily addressed in a multiple member limited liability company operating agreement. Any transfer of a portion of the Member's interest without entering into a multiple member operating agreement shall be void. An assignee of an interest in the Company shall only be admitted as a member of the Company to the extent expressly provided in the transfer document or multiple member operating agreement, as the case may be.

7. **Withdrawal and Dissolution.**

(a) The Member shall have the right to withdraw from the Company upon any terms and conditions agreed to between the Member and the Company. The Member may evidence withdrawal from the Company only by filing a certificate of dissolution with the Department.

(b) The Company shall be dissolved and the Company's affairs wound up upon the first of the following to occur:

(i) Automatically, at the time, if any, specified in the Articles;

(ii) Upon the happening of an event specified in the Articles or this Agreement;

(iii) By the withdrawal of the Member in accordance with the terms and conditions agreed to by the Member and the Company; or

(iv) Automatically, upon the entry of a decree of judicial dissolution.

Upon the dissolution and commencement of winding up of the Company under subparagraphs (ii) or (iii) above, a certificate of dissolution shall be signed as provided in the Act and filed with the Department by the Member.

(c) Upon the winding up of the Company, the assets shall be distributed as provided in the Act.

8. **Additional Members.** The Company may admit one or more additional members upon any terms and conditions, and for any capital contributions, as may be determined by the Company and the Member. No additional members may be admitted unless all of the resulting members enter into a multiple member operating agreement as required by this Agreement. Any admission of an additional member without these actions shall be void.

9. **Distributions.** Distributions of cash or other assets of the Company shall be made at any times and in any amounts as the Member may determine; *provided, however*, that a distribution shall not be made if the Company would not be able to pay the Company's debts as they become due in the usual course of business, or the Company's total assets would be less than the sum of the Company's total liabilities, except as permitted by the Act.

10. **Limitation on Liability.** Neither the Member nor any of the Managers are liable for the acts, debts, or obligations of the Company.

11. **Indemnification.** The monetary liability of the Member and Managers for breach of any duty established under Section 404 of the Act is limited to the fullest extent permitted by the Act. The Company shall indemnify, hold harmless and defend the Member and each Manager from and against any and all losses, expenses, claims, and demands sustained by that person to the fullest extent permitted by law or contract.

12. **Amendment.** This Agreement may be amended only in writing signed by the Member specifically stating that this Agreement is amended.

*(Signature page follows)*



The Member has signed this Operating Agreement as of the date stated at the beginning of this document.

MICHIGAN COFFEE CREW, LLC

DocuSigned by:  
*Loren Crandell*

Name: Loren Crandell

Title: President

“Member”

Member’s Address:

7399 River Street SE

Suite 101

Ada, Michigan 49301

Initial Capital Contribution: \$1,000 in cash.

Initial Manager: MICHIGAN COFFEE CREW, LLC

29640489

**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

**ARTICLES OF ORGANIZATION**

For use by DOMESTIC LIMITED LIABILITY COMPANY

*Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:*

Article I

The name of the limited liability company is:

MICHIGAN COFFEE CREW – ADA A6, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: RDV CORPORATION

2. Street Address: 200 MONROE AVE NW

Apt/Suite/Other:

City: GRAND RAPIDS

State: MI

Zip Code: 49503

3. Registered Office Mailing Address:

P.O. Box or Street

Address:

Apt/Suite/Other:

City:

State:

Zip Code:

Article V

(Insert any desired additional provision authorized by the Act.)

THE BUSINESS OF THE COMPANY WILL BE MANAGED BY OR UNDER THE AUTHORITY OF ONE OR MORE MANAGERS.

Signed this 1st Day of December, 2023 by the organizer(s):

Signature	Title	Title if "Other" was selected
Loren Crandell	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline

☒ Accept

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** ARTICLES OF ORGANIZATION

***for***

MICHIGAN COFFEE CREW – ADA A6, LLC

***ID Number:*** 803134372

***received by electronic transmission on*** December 01, 2023 ***, is hereby endorsed.***

***Filed on*** December 01, 2023, ***by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 1st day of December, 2023.***

*Linda Clegg*

***Linda Clegg, Director***

***Corporations, Securities & Commercial Licensing Bureau***

**STATE OF MICHIGAN  
LIQUOR CONTROL COMMISSION**


**AFFIDAVIT OF STEPHANIE BOERMAN, ADA TOWNSHIP ASSESSOR,  
AS TO INVESTMENT MADE IN THE REDEVELOPMENT PROJECT  
AREA**

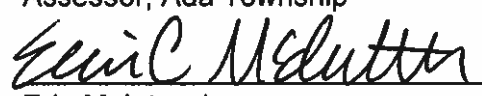
Stephanie Boerman, Ada Township Assessor, being duly sworn, deposes and says as follows:

1. That I am the Ada Township Assessor.
2. That I have reviewed applicable information from the Downtown Development Authority, Assessing and Building Departments, including assessment records and permits, for the period beginning January 1, 2020 thru December 31 2022 and have estimated that the following investments have been made to the Redevelopment Project Area:  
(Please see attached)

Public & Private real property demolitions, additions, new construction and remodeling:

**TOTAL:** \$45,453,338.00

  
Stephanie Boerman  
Assessor, Ada Township

  
Erin McIntosh  
Deputy Clerk, Ada Township

Subscribed and sworn to before me  
This 7<sup>th</sup> day of December 2023



Notary Public

Erin C McIntosh  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF KENT  
My Commission Expires 25-Jul-2030  
Acting in the County of Kent

Kent County, Michigan  
My Commission Expires: 25-July-2030



**STATE OF MICHIGAN  
LIQUOR CONTROL COMMISSION**

**AFFIDAVIT OF STEPHANIE BOERMAN, ADA TOWNSHIP ASSESSOR,  
AS TO INVESTMENT MADE IN THE REDEVELOPMENT PROJECT  
AREA**


Stephanie Boerman, Ada Township Assessor, being duly sworn, deposes and says as follows:

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(Please see attached)

Public & Private real property demolitions, additions, new construction and remodeling:

Residential:	\$0.00
Commercial:	\$44,608,409.00
Industrial:	\$0.00
Manufacturing:	\$0.00
Exempt:	\$844,929.00
<b>TOTAL:</b>	<b>\$45,453,338.00</b>

  
Stephanie Boerman  
Assessor, Ada Township

  
Erin McIntosh  
Deputy Clerk, Ada Township

Subscribed and sworn to before me  
This 7<sup>th</sup> day of December, 2023

  
Notary Public

Erin C McIntosh  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF KENT  
My Commission Expires 25-Jul-2030  
Acting in the County of Kent

Kent County, Michigan  
My Commission Expires: 25-July-2030

DDA REAL PROPERTY							
PRIVATE/PUBLIC INVESTMENT AMOUNTS							
3 YEARS 2020-2022							
Parcel	Address	Type of Improvements	Com Investment	Res Investment	Ind Investment		
411527401013	378 Pettis Ave SE	none					
411527401014	390 Pettis Ave SE	none					
411527451002	313 Pettis Ave SE	none					
411527451007	379 Pettis Ave SE	none					
411527451009	383 Pettis Ave SE	none					
411527477010	396 Pettis Ave SE	Remodel, Sign	\$18,056				
411527477011	398 Pettis Ave SE	none					
411527477021	392 Pettis Ave SE	none					
411527477022	400 Pettis Ave SE	none					
411528330004	6739 Fulton St E	Sign	\$4,600.00				
411528330005	6751 Fulton St E	Signs, Awning, Remodels	\$555,138.00				
411528335004	6650 Fulton St E	none					
411528477027	7125 Headley St SE	none					
411528477046	7030 Fulton St E	none					
411528477047	7100 Fulton St E	none					
411528479001	7183 Headley St SE	none					
411528479002	7181 Headley St SE	Remodel	\$5,000.00				
411528479003	7179 Headley St SE	none					
411528479004	7177 Headley St SE	Sign	\$3,500.00				
411528479005	7175 Headley St SE	none					
411528479006	7167 Headley St SE	none					
411528479007	7163 Headley St SE	New Building and Sign	\$830,000.00				
411528479008	7159 Headley St SE	none					
411528479009	7155 Headley St SE	none					
411533229003	7170 Headley St SE	none					
411533229005	7179 Thornapple River Dr SE	none					
411533229006	7169 Thornapple River Dr SE	none					
411533229007	7159 Thornapple River Dr SE	none					
411534101010	7267 Thornapple River Dr SE	none					
411534101018	7178 Headley St SE	none					
411534101020	7199 Thornapple River Dr SE	none					
411534101039	7205 Thornapple River Dr SE	none					
411534101040	7190 Headley St SE	none					
411534101041	7195 Thornapple River Dr SE	none					
411534101042	7210 Headley St SE	Remodel	\$40,000.00				
411534101048	545 Ada Dr SE	none					
411534101049	523 Ada Dr SE	Sign	\$164.00				
411534101050	7171 Headley St SE	none					
411534101051	7239 Thornapple River Dr SE	Demo, Tents	\$64,300.00				
411534101052	7277 Thornapple River Dr SE	none					
411534101053	555 Ada Dr SE	none					
411534102009	455 Ada Dr SE	none					
411534102011	7380 Fulton St E	none					
411534102012	7500 Fulton St E	none					
411534102013	475 Ada Dr SE	Sign	\$4,210.00				
411534102014	519 Ada Dr SE	Deck Enclosure	\$86,000.00				
411534102015	517 Ada Dr SE	none					
411534102016	7185 Headley St SE	none					
411534102018	527 Headley Dr SE	none					
411534103007	7270 Thornapple River Dr SE	Remodel	\$170,000.00				
411534103014	7275 Bronson St SE	none					
411534103018	583 Ada Dr SE	Signs	\$1,500.00				
411534103019	587 Ada Dr SE	none					
411534103020	597 Ada Dr SE	Deck	\$40,000.00				
411534103021	577 Ada Dr SE	none					
411534105003	562 Ada Dr SE	Remodel, Sign	\$62,500.00				
411534105004	584 Ada Dr SE	Remodel	\$42,247.00				
411534105005	590 Ada Dr SE	none					
411534105006	596 Ada Dr SE	none					
411534105023	7318 Thornapple River Dr SE	none					
411534105024	7330 Thornapple River Dr SE	none					
411534126007	518 Ada Dr SE	Remodel, Addition, sign	\$450,100.00				
411534126016	548 Ada Dr SE	none					
411534126019	7349 Thornapple River Dr SE	none					
411534126021	7369 Thornapple River Dr SE	none					
411534126022	500 Ada Dr SE	none					
411534127004	7590 Fulton St E	New Buildings	\$15,200,000.00				
411534128001	444 Ada Dr SE	none					
411534128002	452 Ada Dr SE	Sign	\$2,610.00				
411534128003	550 Settlers Dr SE						
411534128004	7437 River St SE	Remodel	\$135,000.00				
411534128005	7471 River St SE	New Building, Tennant Build-outs, signs	\$5,782,325.00				
411534128006	7505 River St SE	New Building, Tennant Build-outs, signs	\$4,549,000.00				
411534129001	460 Ada Dr SE	Tennant Build-outs, Signs	\$392,739.00				
411534129002	551 Settlers Dr SE	Tennant Build-outs, Sign	\$470,000.00				
411534129007	496 Ada Dr SE	Signs, Tennant Build-outs	\$582,373.00				
411534129008	472 Ada Dr SE	Signs, Tennant Build-outs	\$204,547.00				
411534129009	7430 River St SE	none					
411534129010	7423 River St SE	New Building, Tennant Build-out	\$3,750,000.00				
411534129012	7399 River St SE	none					
411534129013	7415 River St SE	New Building	\$9,700,000.00				
411534200007	410 Pettis Ave SE	none					
411534200037	7895 Vergennes St SE	none					

411534200039	445 Pettis Ave SE	none						
411534200040	495 Pettis Ave SE	none						
411534200020	0 Pettis Ave SE	none						
411534200043	394 Pettis Ave SE	none						
411534200045	7596 Fulton St E	none						
411534200048	7588 Fulton St E	none						
411534200049	7582 Fulton St E	none						
411534200050	7980 Fulton St E	none						
411534200051	401 Pettis Ave NE	none						
411534200052	409 Pettis Ave SE	none						
411535100026	8124 Fulton St E	none						
411535100075	8220 Fulton St E	none						
411535100076	8278 Fulton St E	none						
411535100081	8120 Fulton St E	none						
411535100082	8142 Fulton St E	none						
411535100084	8138 Fulton St E	none						
411535100085	8066 Fulton St E	none						
411535100086	8066 Fulton St E	Building Addition, Sign	\$1,462,500.00					
411535162001	8158 Fulton St E	none						
		Total Investments of Private Improvements	\$44,608,409.00	\$0.00	\$0.00	\$44,608,409.00		
Parcel	Address	Type of Improvements	Investment					
41-15-28-477-040	6990 Fulton							
41-15-28-479-010	7128 Fulton	Temporary Covered Parking Area	\$35,000.00					
41-15-33-228-013	7144 Headley							
41-15-34-127-002	7450 River St							
41-15-34-102-017	7215 Headley St SE	Building Addition, Signs	\$809,929.00					
		Total Investments of Public Improvements	\$844,929.00					
		Total Investments of Public & Private Improvements	\$45,453,338.00					

## MEMORANDUM

Date: 01/17/24



**TO:** Ada Township Board  
**FROM:** Haley Stichman, DDA Director  
**RE:** Resolution R-012224-5: Local Government Unit Approval for Michigan Coffee Crew - Ada A6, LLC

---

Background:

The Ada Village Social District opened on June 29, 2022, with a total of seven (7) participating establishments. Since the launch of the Social District, the Township Board has approved Local Government Unit Approvals for the following Ada restaurants:

- Garage Bar & Grill
- Gravel Bottom Craft Brewery
- Luna
- MudPenny
- Nonnas: The Torattoria
- Schnitz Ada Grill
- Zeytin Turkish Restaurant
- Myrth

In addition to its Redevelopment Liquor License application, staff received an additional Social District Permit support request from Michigan Coffee Crew - Ada A6, LLC. This Social District Permit would increase the total number of participating establishments to nine (9). Included in your packet is Resolution R-012224-3: Local Government Unit Approval for a Social District Permit for Michigan Coffee Crew - Ada A6, LLC. Michigan Coffee Crew - Ada A6, LLC is expected to open a franchise location of Foxtail Coffee in the building at 7366 River Street, Suite 101 currently under construction. If the Township Board moves forward with the approval, this form will be returned to the representative at Norcross + Judd LLP to be submitted directly to the MLCC with payment of \$320 for the inspection and permit fees.

Recommendation:

Staff is recommending approval of Resolution R-012224-5: Local Government Unit Approval for Michigan Coffee Crew's Social District Permit application to be submitted to the MLCC. Approving Michigan Coffee Crew's application now would allow for the establishment to promptly participate in the Social District upon opening.

*Requested motion: Motion to approve Resolution R-012224-5: Local Government Unit Approval for Michigan Coffee Crew - Ada A6, LLC in support of its Social District Permit Application.*





**Township Board Resolution R-012224-5**

**Local Governmental Unit Approval For Social District Permit**

**Instructions for Governing Body of Local Governmental Unit:**

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (name of city, township, or village)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from \_\_\_\_\_  
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is \_\_\_\_\_ by this body for consideration for approval by the  
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_  
(regular or special) (date) (name of city, township, or village)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

\_\_\_\_\_  
Print Name of Clerk

\_\_\_\_\_  
Signature of Clerk

\_\_\_\_\_  
Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.



## MEMORANDUM

Date: 1/17/24

**TO:** Ada Township Board  
**FROM:** Julius Suchy, Township Manager  
**RE:** Consider Proposal from Hamilton Helicopter for Spongy Moth Spray Services

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## Background:

The Township has received a report from Aquatic Consulting Services indicating the Township should spray approximately 289 acres for spongy moth infestation. Following conversation with Aquatic and other municipalities that have a spray program it was identified that Hamilton is the only aerial helicopter application company in the State of Michigan. It is recommended the Township use a helicopter applicator as they are more precise than a fixed wing aircraft (plane). The Township utilized Hamilton Helicopter the previous two years and was very satisfied with the work completed.

I received the attached quote from Hamilton Helicopter for \$79.65 per acre. If the Township treats 289 acres it will cost approximately \$23,018.85. Last year the rate per acre was \$78.15.

If approved staff can begin working on sending out notices to all the residents impacted. I have begun working with Jason Moore at REGIS to map all parcels and the percentage of each parcel that will be sprayed.

Hamilton Helicopter has offered the Township a three-year rate lock which would set the spray price at \$79.65 for the next three years, however it is hard to know if the Township will spray every year. If the board would like this can be explored further, but I believe a year-to-year agreement provides more flexibility to the Township.

This would be paid for with general fund dollars as has been done the past two years. Staff has anticipated this cost and has included it in the draft FY 2024-2025 budget.

## Recommendation:

Staff would recommend approval of the proposal from Hamilton Helicopter for Spongy Moth Spray Services for \$79.65 per acre. I have attached the report and map provided by Aquatic Consulting Services identifying the 289 acres they recommend for spraying.

*Requested Motion: Motion to Approve Proposal from Hamilton Helicopter for Spongy Moth Spray Services for an Amount Not to Exceed \$23,108.85 for 289 Acres at \$79.65 per Acre and Authorize Township Manager to Execute Spongy Moth Suppression Services Agreement.*

**HHI**  
**Hamilton Helicopters Inc.**

P.O. Box 264  
4488 134th Ave  
Hamilton, MI 49419  
616-291-5808  
**khomkes@gmail.com**

**12/26/2023**

**Ada Township  
7330 Thornapple River Dr.  
PO Box 370  
Ada, MI 49301**

**RE: Spongy (Gypsy) Moth Suppression Program Quote for 2024**

**Quote for aerial application of 19 B.I.U. of B.T. over the area outlined provided maps provided for the suppression of Spongy (Gypsy) Moths. Bid Include the Helicopter application of 19 B.I.U's of B.T.**

**Price per acre for 2024, \$ 79.65, Total with the projected 289 acres = \$ 23,018.85  
I would also like to offer again a three year service agreement if there is any interest. We would offer fixed prices and would only count the year if you need application. Let me know if the Twp would have any interest.**

**Thank You**



**Kurt Homkes**



## Aquatic Consulting Services

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P.O. Box 530, Sanford, MI 48657  
[www.aquaticremedies.com](http://www.aquaticremedies.com)

989-689-0223

December 4, 2023

**Julius Suchy, Manager**  
**Ada Township**  
**7330 Thornapple River Dr, PO Box 370**  
**Ada, MI 49301**

Dear Mr. Suchy,

We have completed the spongy moth surveys, map, and report for the 2024 season in Ada Township, Kent County. I have included JPG and PDF map files of the results for you to review and to post on the township website as needed. Both JPG and PDF files are printable for your purposes although the PDF file will likely be more user friendly on a website. I will provide your GIS personnel with .SHP files for use in a GIS mapping system. I have also included a short report on the conditions in each recommended spray block. An 18 x 24-inch map may be sent in a separate package for display purposes, if desired.

I am pleased to report that, during our survey, we found spongy moth populations in all of the previously infested areas were significantly reduced. In some areas, we found no new egg masses with many areas seeing >90% reduction. This result is certainly the goal of spongy moth suppression programs, but I do need to explain the factors I suspect may have been at play in this reduction. The application of *Bacillus thuringiensis kurstaki* (Btk) was definitely a driving force in the observed reduction, but complete eradication is usually not possible with Btk application alone. When we see this type of reduction, there are often interacting factors that combine to cause population collapse, especially latent environmental factors. There are three major environmental controls that limit spongy moth population buildups; a fungus called *E. maianiga*, a spongy moth virus called NPV, and a class of egg parasitoid wasps. We suspect that these factors combined with suppressive spray has caused the observed population collapse. This comes with a caveat; we are still seeing potentially damaging spongy moth populations in other areas in West Michigan. In fact, we took on new clients this season experiencing higher infestations than we ever observed in Ada Township. We have also seen nearly eradicated remnant spongy moth populations rebound to problem levels within 2 years. The total acreage recommended for spray in spring 2024 is 289 acres. There are a few areas with highly suppressed infestations that were not recommended but should definitely be monitored. Overall, I anticipate we will make further gains next season, but encourage Ada Township to continue with a monitoring program of some kind.

I will hold off on digitizing the spray blocks for the pilot's use until you have had a chance to review the maps. Once we get closer to spray time and you have selected an aerial applicator, I will provide the pilot with spray maps and digitized files.

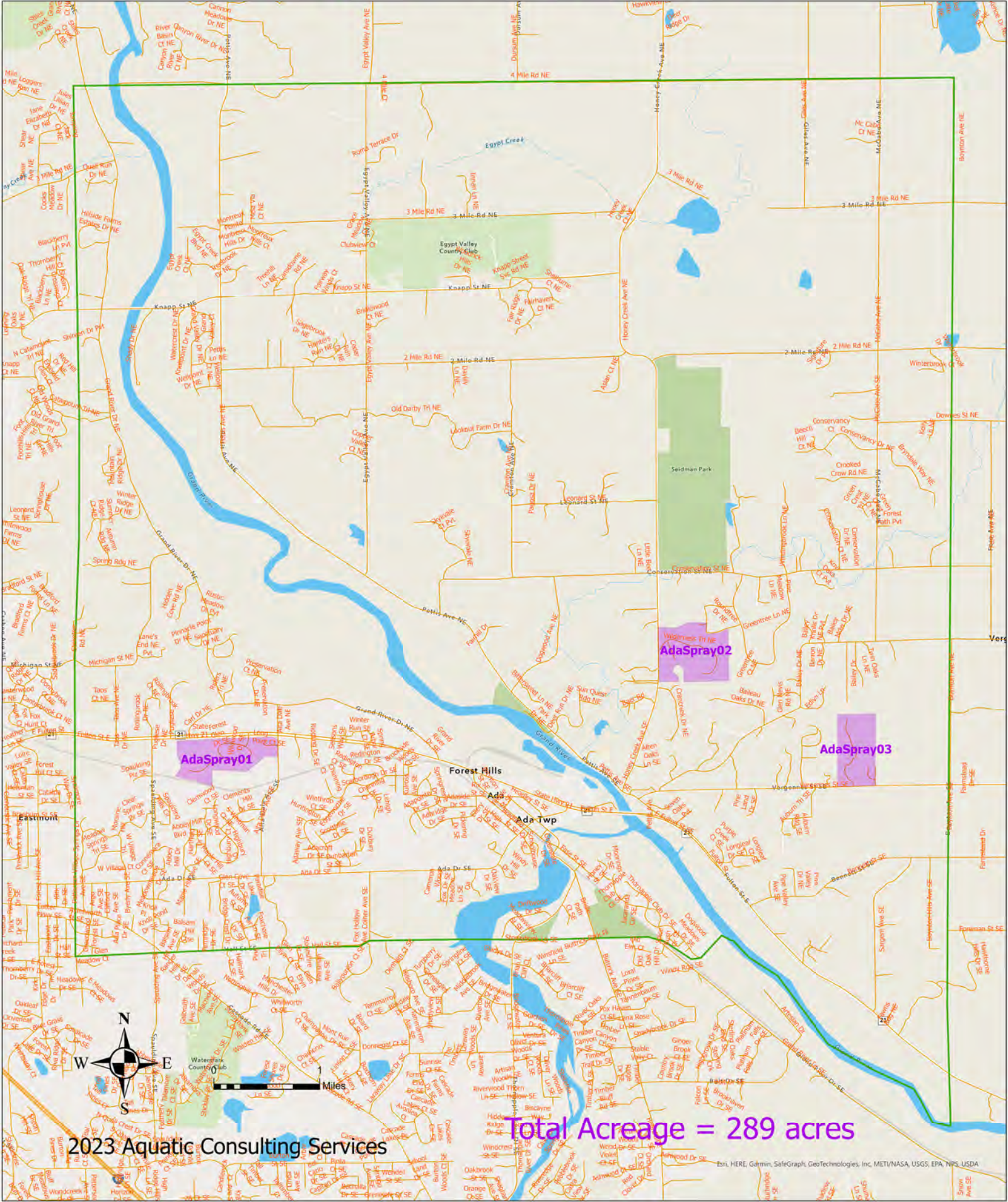
Thank you for the opportunity to work for Ada Township this season. Please let me know if I can help you with anything further at this time. 989-689-0223 or [spongymoth@aquaticremedies.com](mailto:spongymoth@aquaticremedies.com).

Sincerely,

Neal Swanson  
Owner/Biologist



# Ada Township Spongy Moth Survey Report 2024



2023 Aquatic Consulting Services

Total Acreage = 289 acres

Est. HERE, Garmin, SafeGraph, GeoTechnologies, Inc. MET/NASA, USGS, EPA, NPS, USDA



# Ada Township, Kent County Recommended Spongy Moth Spray Areas 2024

Aquatic Consulting Services II, LLC  
December 2023

Block #	Acres	Reason for Spray
AdaTwp01	97	An established population in prime habitat. Nuisance is likely elevated in the area. This area was fairly heavily infested 2 years ago, so further tree damage is a secondary concern. Population is relatively isolated, so reinfestation post-treatment is unlikely. Spray to mitigate potential nuisance and limit further tree damage.
AdaTwp02	110	A sustained population in favorable habitat. Nuisance is the primary concern in this area, due to history of infestation. Observed egg mass residues show several years of infestation, so population rebound is a secondary concern. Spray to mitigate potential nuisance and inhibit population rebound.
AdaTwp03	82	A sustained population in very good habitat. Tree damage is the primary concern in this block due to historically high egg mass densities and heavy defoliation in prior years. Nuisance is a secondary concern as the area has been heavily infested for a few years. Population persistence is also a concern given the population is continuous into the expansive Seidman Park. Spray to limit further tree damage, mitigate potential nuisance, and further reduce population.

Total Acreage = **289 acres**

The term “nuisance” is subjective and relates to the likelihood that the feeding behavior and number of caterpillars in the area will impact a property owner’s quality of life. Some property owners may experience heavy infestation yet go unbothered. Other property owners may view 5-10 caterpillars visible on a barn door as a nuisance. Field experience during spongy moth infestation suggests that the number of egg masses found in an area may yield a widespread nuisance situation. The term “tree damage” is more literal, but relative to environmental and historical factors as well. Any level of defoliation should be considered damaging, but otherwise healthy trees are generally much more resilient, even after consecutive years of defoliation. Other environmental stressors such as drought or disease are additive factors that will contribute to greater risk of tree degradation and/or mortality. Defoliation levels of >60% are also very stressful to trees, although most trees can survive 3+ years of >60% defoliation if few other stressors are present. Habitat quality relates to tree species composition, density, distribution, understory, and topography of an area. Mixed forest type consisting primarily of oaks, neatly groomed understory, mixed age-class, and low topographic variability are the ideal conditions for persistent infestation, and so this habitat is designated as “prime” with favorable, suitable, and marginal habitat in decreasing suitability. Trends in populations are designated by the egg mass residues in the area. Rising populations show a high new/old egg mass ratio, with established, sustained, and remnant populations extending toward a high old/new egg mass ratio.

Overall, a high proportion of infested areas are showing >90% reduction in egg mass densities with some areas showing 95-100% reduction. The sustained population class refers to a relatively high proportion of old egg masses, implying that the population is declining notably. Generally, this trend will continue, and suppressive spray will increase the likelihood of decline. Be advised that this is not always the case, and we have seen population rebounds from remnant classes in other areas in Michigan. Also be advised that level of damage and/or nuisance can be difficult to predict given the interaction of unpredictable environmental factors. Accordingly, all spray areas are highly recommended for *Bacillus thuringiensis* var. *kurstaki* (B.t.k.) treatment in spring 2024. It is not possible to completely eliminate spongy moth populations, so this should never be the expectation. Often with 2-3 years of treatment and monitoring, an acceptable level of control is attainable.

Spongy moth suppression programs often are tasked with balancing high potential for damaging spongy moth numbers with high community benefit. Areas where these considerations overlap are generally the areas that are treated first with available funds and areas of diminishing return are treated as funds are depleted. Our treatment recommendations take this into account, and we try to limit recommended spray areas to these top-tier areas. There is always some risk the objection of “Why did you treat them and not me?” Given this trade-off, some of our broadly infested clients decide that the best use of available funds is to treat areas of high residential population density that are also generally infested with spongy moths. We cannot offer any guidance on this consideration and take no responsibility for the concluded spray acreage. It is solely the decision of the municipality to treat all, some, or none of the recommended treatment area.

Spongy moth suppression programs in Michigan generally follow an Integrated Pest Management (IPM) strategy which is focused on low environmental impact and economic awareness. Further, an IPM strategy intends to mitigate exponential population growth with treatment only until latent environmental controls begin to limit populations sufficiently. In order to efficiently determine when treatment is no longer advisable, monitoring is imperative. Accordingly, we strongly advise Ada Township maintains a monitoring program in upcoming years.





Photo 1: A mixture of several old and new egg masses on underside of red oak branch, block: AdaTwp01





Photo 2: Several new egg masses and a few old egg masses on wooden shed, block: AdaTwp02



## MEMORANDUM

Date: 1/17/24

**TO:** Ada Township Board  
**FROM:** Julius Suchy, Township Manager  
**RE:** Thornapple River Pedestrian Bridge Engineering Proposal – Moore + Bruggink

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Background:

The Township applied for and received a \$425,000 MEDC RAP 2.0 Grant for construction of the Thornapple River Pedestrian bridge connecting Legacy Park to the property the Township is purchasing from the Oxbow development. The total estimated project cost is \$1,500,000.

The current plan is to have the following entities fund the new bridge project:

- MEDC RAP 2.0 Grant - \$425,000
- Trail Millage - \$575,000
- Connecting Community in Ada Campaign Fundraising - \$500,000

As part of the MEDC RAP Grant the Township needs to start working on engineering to continue to move this project forward. I requested a proposal from Steve Groenenboom of Moore + Bruggink which has been attached. Also enclosed is a cost estimate detail for the \$1,500,000 cost.

The Township will be billed for the actual costs, the amounts included by Mr. Groenenboom are estimates of the time required to complete these tasks. Included in the proposal are the following items:

- EGLE Permitting
- Soil Borings and Geotechnical
- Topographical Survey and Base Mapping
- Preliminary Design
- Final Design
- Construction Engineering, Inspection, Testing, and Staking

Recommendation:

Staff would recommend approval the Moore + Bruggink engineering proposal for a cost not to exceed \$200,000. This work needs to move forward so that construction can proceed.

*Requested Motion: Motion to Approve Proposal from Moore+Bruggink for Thornapple River Pedestrian Bridge Engineering for an Amount not to Exceed \$200,000.*



December 21, 2023

Re: Thornapple River Pedestrian  
Bridge  
Project No. 220208.01

Mr. Julius Suchy  
Ada Township  
7330 Thornapple River Drive SE  
Ada, Michigan 49301

Dear Mr. Suchy:

This letter follows up on your request for an engineering proposal for the pedestrian bridge over the Thornapple River. Earlier this year, we prepared the attached \$1.5 million cost estimate for this bridge.

The estimate includes anticipated expenses as follows for the permitting, design, and construction phases.

1. EGLE permitting – This includes completing the EGLE permit application as well as a bathymetric survey of the river bottom, which will be used for the hydraulic modeling of the Thornapple River to prove there is no adverse impact on the 100-year flood elevations.  
Cost ..... \$25,000
2. Soil Borings and Geotechnical – Materials Testing Consultants will obtain deep soil borings on each side of the Thornapple River and prepare a geotechnical report with foundation recommendations.
3. Topographical Survey and Base Mapping – This includes work to survey and map the area between Legacy Park and the new Oxbow Development. The survey will include areas north and south of Thornapple River Drive.  
Cost ..... \$15,000
4. Preliminary Design – We will prepare the preliminary alignment and will research various options for the prefabricated bridge. We will prepare renderings of the options and will meet with the Trail Committee and Township Board to review and approve the preliminary design.  
Cost ..... \$20,000
5. Final Design – We will prepare final design documents, including construction plans, details, specifications, and bidding documents for the pedestrian bridge,



Mr. Julius Suchy  
October 22, 2021  
Page 2

foundations, and trail. We will issue plans to bidders, attend the bid opening, and prepare a summary of bids along with a recommendation of award.

Cost ..... \$40,000

6. Construction Engineering, Inspection, Testing, and Staking – We will provide full-time construction inspection, materials testing, and survey staking during the anticipated three-month construction period.

Cost ..... \$100,000

The total cost for all phases (1-6) is then \$200,000. I will be at the upcoming Trail Committee and Township Board meetings to review this exciting project and to answer any questions that may arise.

Please give me a call if you have any questions.

Sincerely,

Steven C. Groenenboom, P.E.  
Township Engineer

Attachment



**MOORE & BRUGGINK, INC.****Estimate of Cost**

Thornapple River Drive Legacy Park to Fase Trail

ITEM NO.	PROPOSAL ITEM	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE PRICE	ESTIMATE AMOUNT
1	Mobilization, Max \$100,000	Lsum	1	\$100,000.00	\$100,000.00
2	Tree Removals & Clearing	Lsum	1	\$10,000.00	\$10,000.00
3	Drainage Improvements	Lsum	1	\$10,000.00	\$10,000.00
4	Trail Grading	Lft	430	\$75.00	\$32,250.00
5	Sand, MDOT Class 2, 6-inch CIP	Cyd	200	\$50.00	\$10,000.00
6	Aggregate Base, 6-inch, 21AA, Mod.	Syd	500	\$30.00	\$15,000.00
7	HMA, 13A	Ton	80	\$150.00	\$12,000.00
8	HMA, 36A	Ton	80	\$150.00	\$12,000.00
11	Silt Fence	Lft	4,000	\$5.00	\$20,000.00
12	Boardwalk Concrete Abutment/Foundation	Ea	1	\$10,000.00	\$10,000.00
13	Timber Boardwalk	Ft	100	\$900.00	\$90,000.00
14	Boardwalk Pile, 20' length	Ea	16	\$2,000.00	\$32,000.00
15	Prefabricated Steel Bridge	Lft	170	\$3,000.00	\$525,000.00
15	Installation of Prefab Bridge Spans	Ea	1	\$15,000.00	\$15,000.00
15	CIP 6-inch Thick Concrete Deck	Sft	2,380	\$15.00	\$35,700.00
16	Bridge Foundations/Piers	Ea	2	\$100,000.00	\$200,000.00
17	Maintaining Traffic	Lsum	1	\$20,000.00	\$54,200.00
18	Turf Establishment	Lft	630	\$7.00	\$4,410.00
<b>Sub Total Construction</b>					<b>\$1,187,560.00</b>
EGLE River Crossing Permitting					\$25,000.00
Design/Construction Engineering (15%)					\$175,000.00
Contingency Allowance					\$112,440.00
<b>Total Project Estimate</b>					<b>\$1,500,000.00</b>



## MEMORANDUM

Date: 1/16/24

**TO:** Ada Township Board  
**FROM:** Julius Suchy, Township Manager  
**RE:** Proposal from Great Lakes Fireworks for 2024 4<sup>th</sup> of July Fireworks Show

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## Background:

Every 4<sup>th</sup> of July both Ada and Cascade share in the cost of a fireworks display equally. In 2023 the Township utilized Great Lakes Fireworks for the 4<sup>th</sup> of July Fireworks show at a cost of \$21,000.

I have attached a proposal from Great Lakes Fireworks for the 2024 4<sup>th</sup> of July Fireworks show at a cost of \$21,000, no increase from last year.

The Township was waiting on Cascade Township to approve their share (50%) of the total cost - \$10,500. Township Manager Jade Smith has communicated to me that their board has approved this amount for the 2024 show. The Township will pay for the show and then bill Cascade Township for their share.

If this proposal is approved the Township will work with Amway to update our license agreement and bring it back to the Township Board for consideration and approval at a later date.

## Recommendation:

Staff recommends approval of the proposal from Great Lakes Fireworks for \$21,000 with the Ada Township share being \$10,500. This amount has been included in the FY 2024-2025 draft budget.

*Requested Motion: Motion to Approve 2024 4<sup>th</sup> of July Fireworks Proposal from Great Lakes Fireworks for an Amount not to Exceed \$21,000.*

# GREAT LAKES FIREWORKS

3275 W. M-76 • West Branch, MI 48661 • Office: 989.726.5040 • Fax: 989.726.5041 • greatlakesfireworks.com

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## **2024 Ada Township Proposal**

**Display Date: July 4th, 2024**

**Rain Date: July 6th, 2024**

### **Opening:**

- 30 3" Assorted Color Chain Shells
- 6 4" Assorted Color Chain Shells
- 5 5" Assorted Color Chain Shells

### **Body:**

- 144 3" Assorted Color Shells
- 234 4" Assorted Color Shells
- 216 5" Assorted Color Shells

### **Specials:**

- 3 3" Glittering Gold Crossette w/ Crackling Palm Tree Pistil
- 3 4" Golden Wave to Color Tips
- 3 5" Gold Wave to Multi-Color Bee w/ Popping Flower Pistil
  
- 3 4" Multicolor Mag Crossettes Box 38
- 3 5" Kamuro to Multicolor Box 68
  
- 3 3" Pixie Dust Willow
- 3 4" White Pearl Cascada Box 46
- 3 5" Pixie Dust Willow

### **Finale:**

- 240 3" Assorted Color Chain shells
- 48 4" Assorted Color Chain shells
- 30 5" Assorted Color Chain Shells
- 30 3" Salute Chain shells

**Display Cost: \$21,000**

**Includes: Labor, Insurance, Delivery & Permits**



## **Township Manager Report for January 17, 2024**

**Submitted by Township Manager Julius Suchy**

### **Covered Bridge Repair Update:**

Dan Vos Construction has indicated they plan on starting the Covered Bridge repairs the first week of February. A pre-construction meeting was held on January 11<sup>th</sup> to discuss the project and work through coordination with utilities and various Township departments.

The project will require closure of the covered bridge for 7-8 weeks while Dan Vos Construction works through the repair project. They will start on the east side of the bridge and do one side at a time. In looking at it they estimate the east end of the bridge has settled at least 3 inches. Dan Vos Construction will place scaffolding underneath the bridge to work as well as catch any debris that would potentially fall into the river.

Staff will provide communication to residents via signage at the site, social media posts as well as direct e-mails to residents through our e-mail contact list.

### **Meeting with Kent County Road Commission Regarding FY 2024-2025 Projects:**

Township staff annually meet with Kent County Road Commission staff to discuss potential projects for the upcoming budget cycle as well as the next few years. Historically this conversation has focused on paved roads, however this year we will be discussing dirt roads in the Township and what treatments can be applied to improve the user experience for those utilizing dirt roads. This would be similar to the recycled asphalt millings treatment that was applied to 2 Mile Rd. this year.

### **Second Amendment to Oxbow Purchase Agreement:**

Staff has been working with legal counsel and representatives from Oxbow to amend the original purchase agreement to update the timeline based on Oxbow's use of the property through this winter. The original resolution authorizing the purchase authorized the Supervisor and Clerk to approve any non-substantive amendments as needed. Here are the main components of the amended agreement:

- The new due diligence period shall commence January 1, 2024 and expire on April 30, 2024
- Seller shall deliver the Title Commitment to Buyer by January 30, 2024
- Seller shall provide buyer with copies of the documents required under Section 5(a) of the Purchase Agreement by January 10, 2024

This agreement was signed by Supervisor Leisman and Clerk Jackie Smith on January 9<sup>th</sup>.

### **Revenue Sharing Estimate Updated:**

The Consensus Revenue Estimating Conference took place on January 12<sup>th</sup>. Following the conference, the State increased revenue estimates up slightly – 2.6% for revenue sharing for cities, villages & townships. The Township is now estimated to receive increased revenue sharing from \$1,549,250 to \$1,588,017.



**Legacy Park Consumers Energy Meter Correction:**

A representative from Amway reached out and indicated that a Consumers Energy bill they had been receiving since the completion of Legacy Park should be transferred to the Township.

Staff reviewed the issue and found the meter associated with the invoice was for several electrical features at Legacy Park. Amway has indicated they will not charge back for previous years but they will work with Consumers to have this account transferred over.

**Forest Hills Eastern Community Meeting Regarding Cell Tower:**

Planning Director Said, Treasurer Moran, and I all attended the meeting at FHE regarding the cell tower. The meeting was a presentation with the ability for the audience to ask questions.

The FHPS Board held a meeting this past week and tabled the issue until later in the year so the School Board could review questions and provide answers to residents about their concerns.

**Speed Trailer Sold at Auction:**

The old speed trailer was sold at auction (Miedema's) for \$238.75. This revenue will be split between Grand Rapids Township and Ada.

**MME Winter Conference:**

I will be attending the MME Winter Conference in Lansing from Monday January 29<sup>th</sup> – Thursday February 1<sup>st</sup>. I will be available via cell phone and e-mail if board members or staff need to reach me.

**Parks & Recreation Program Coordinator Position Update:**

Parks & Recreation Director Wesley Deason and I will be interviewing four candidates for this position on January 25<sup>th</sup> & 26<sup>th</sup>. If a candidate is selected the next steps would be an offer contingent upon background check. It is anticipated the new Rec Program Coordinator could start in early March.

**Fire Fighter Opening Update:**

Chief Murray and I will be interviewing seven candidates for the two open positions (one 24/7) & (one 8-5). It is a priority to have the 24/7 shift filled first as that would fill the shift vacated by Austin Litchfield. The seven candidates are made up of a number of internal paid on-call staff as well as external applicants.

**Buildings, Facilities, & Grounds Maintenance Position Update:**

Dennis Brinks and I will be interviewing candidates for the open maintenance position on January 18<sup>th</sup> and January 25<sup>th</sup>. If a candidate is selected the next steps would be an offer contingent upon background check. It is anticipated the new maintenance position could start in early March.

**Committee Updates:**

- Building, Grounds, Utility Committee:
  - The committee is scheduled to meet on January 22<sup>nd</sup> to discuss the Hall Street lift station as well as other items as needed
  - Work is on-going on the following items:
    - Full Utility Rate Study – Baker Tilly has provided a proposal but I will solicit additional proposals as the scope of the work is large and we want to ensure there is a competitive process to best meet the needs of the Township

- Public Safety Committee:
  - A meeting will be scheduled to discuss a cost recovery ordinance that would allow the Township the potential of recouping cost as well as any additional items brought forward by the Fire Chief
- Trail Committee:
  - A meeting was going to be planned for January, however scheduling a meeting that works for much of the committee has proved to be difficult. Chair VandenBerge and I are reviewing options for a potential meeting in February and what items would be on the agenda for potential action
  - I have reached out to committee members who have not been in attendance for recent meetings and asked if they are interested in continuing in their service or if they would like to step down. I will follow up with Chair Jeff VandenBerge and Supervisor Leisman once I have received responses
- Personnel Committee: Employee reviews have continued and should be wrapping up in the next few weeks. Once reviews are complete, I will schedule a meeting with the committee to discuss the recommendations for the FY 2024-2025 budget year

#### **Amy Van Andel Library – Ada Community Center Update:**

- Maintenance Items – None
- Library Foyer Signage Update:
  - Valley City Signs has installed the history wall that was created for the foyer into the library. Installation of this sign was previously delayed as all information and picture components had not been submitted. Staff worked with Valley City Sign to have the completed portion of the wall installed – the remaining section that has not been submitted will hopefully be complete soon. A picture of the wall is below:

