



ADA TOWNSHIP REGULAR BOARD MEETING
AGENDA
MONDAY FEBRUARY 22, 2021
7:00 P.M.

PURSUANT TO PUBLIC ACT 228 OF 2020, THE ADA TOWNSHIP BOARD IN ORDER TO PROTECT THE PUBLIC HEALTH WILL CONDUCT ITS MEETINGS VIA ELECTRONIC COMMUNICATIONS. ANY MEMBER OF THE PUBLIC WISHING TO LISTEN AND/OR WATCH THE PROCEEDINGS OR PROVIDE PUBLIC COMMENT MAY DO SO BY USING THE FOLLOWING INTERNET CONNECTION OR PHONE NUMBERS AND MEETING ID NUMBER:

Click to join by computer/tablet/smartphone:
<https://us02web.zoom.us/j/86853004720>

Meeting ID: 868 5300 4720
Passcode: 354126

Dial-in phone audio:
1-646-876-9923 or
1-312-626-6799

Members of the public with disabilities may utilize the Michigan Relay System (7-1-1) to participate in the meeting. If other aids or services are needed for individuals with disabilities please contact the Township Clerk, Jackie Smith, at jsmith@adatownshipmi.com or 616-676-9191 at least 24 hours prior to the meeting

- 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 February 8, 2021
 - 2. Special Work Session Meeting Minutes January 20, 2021
 - 3. Special Work Session Meeting Minutes February 11, 2021

- B. RECEIVE AND FILE VARIOUS REPORTS AND COMMUNICATIONS
 - 1. Amy Van Andel – Ada Community Center Status Report – February 11, 2021
 - 2. Downtown Development Authority Meeting Minutes – January 11, 2021
 - 3. Parks, Recreation and Land Preservation Meeting Minutes – January 14, 2021
 - 4. Planning Commission Regular Meeting Minutes – January 21, 2021
 - 5. Utility Advisory Board Meeting Minutes – January 21, 2021

- VII. APPROVAL OF WARRANTS
 - A. Township General Warrants
 - B. Pay Application #20 - Amy Van Andel Library & Community Center to Erhardt Construction in the Amount of \$570,395.03

- VIII. PUBLIC COMMENT

- IX. UNFINISHED BUSINESS

- X. NEW BUSINESS
 - A. Resolution R-022221-1: Board & Commissions Meeting Dates for FY 2021-2022
 - B. Award Bid for Adatowne & Adacroft Watermain and Street Improvement Project to CL Trucking & Excavating for an Amount Not to Exceed \$5,664,310.50
 - C. Authorize Treasurer to Call 2011A Series Bond Early and Resolution R-022221-2: Resolution to Authorize Issuance of General Obligation Limited Tax Refunding Bonds, Series 2021
 - D. Letter of Engagement – 2011 Series Bond Refunding
 - E. Employee Compensation and Benefits Recommendation for FY 2021-2022
 - F. Consider Approval of 2021 Fireworks Display Agreement

- XI. DEPARTMENT REPORTS
 - A. Township Manager Report – January 20, 2021
 - B. Treasurer Investment Report - September to December, 2020

- XII. PUBLIC COMMENT

- XIII. OPPORTUNITY FOR ADDITIONAL PUBLIC COMMENT

- XIV. ADJOURNMENT

**DRAFT**

**ADA TOWNSHIP BOARD MEETING
MINUTES
FEBRUARY 8, 2021 – 7:00 p.m.**

Pursuant to Governor Whitmer's Public Act 228 of 2020, The Ada Township Board, in order to protect the public health, conducted its meeting via electronic communications via ZOOM Meeting. The roll was called. Members present: Supervisor Leisman, Clerk Smith, Treasurer Moran, and Trustees Hurwitz, Jacobs, Proos and Winczewski. Also present: Township Manager Suchy, Planning Director Ferro, Parks Director Fitzpatrick, Deputy Clerk Thompson, Accountant Rodriguez, and other members of the public totaling 18 participants.

APPROVAL OF AGENDA

Moved by Hurwitz, supported by Winczewski, to approve the February 8, 2021, Agenda as presented. Roll Call: Yes - Winczewski, Hurwitz, Jacobs, Proos, Smith, Leisman, and Moran. Motion carried.

GENERAL TOWNSHIP BUSINESS

APPROVAL OF TOWNSHIP BOARD MINUTES

- A. Township Board Minutes
 - 1. Regular Board Meeting Minutes of 01/25/2021

RECEIVE AND FILE VARIOUS REPORTS AND COMMUNICATIONS

- A. Reports/Communications
 - 1. Comcast Channel Update Letter – 01/29/2021
 - 2. Consumers Energy Notice of Hearing Letter
 - 3. EGLE 2019 CCR Violation Notice Letter – 01/22/2021

Moved by Jacobs, supported by Hurwitz, to approve the Minutes and Accept the Reports/Communications under the Consent Agenda. Roll Call: Yes - Proos, Hurwitz, Jacobs, Winczewski, Moran, Smith, Leisman. Motion carried.

APPROVAL OF WARRANTS

Township General Warrants

Treasurer Moran presented warrants as follows: Hand Checks: \$699,289.52, Warrants: \$1,127,911.10. Total of all Checks and Warrants: \$1,827,200.62. **Moved by Winczewski, supported by Hurwitz, to approve the Warrant Report for February 8, 2021, in the total amount of \$1,827,200.62. Roll Call: Yes - Winczewski, Proos, Hurwitz, Jacobs, Leisman, Moran, Smith. Motion carried.**

PUBLIC COMMENT

There was no public comment.

BOARD COMMENT

Trustee Proos thanked Manager Suchy for the tour of the library/community center, and stated it was a first-class library. He also asked about leaking roofs.

Trustee Winczewski asked about Comcast trimming trees and leaving a mess. Planning Director Ferro stated it was the Road Commission trimming brush. Trustee Winczewski also asked about the EGLE late report.

Treasurer Moran stated the soft opening of the library/community center was a great experience, and also commented on the good turnout for the John Shipley funeral.

Supervisor Leisman commented on the Road Commission trimming and asked the daily schedule available.

UNFINISHED BUSINESS

None.

NEW BUSINESS

- A. Resolution R-020821-1 – FY 21/22 Budget Schedule Amendment**
Moved by Proos, supported by Winczewski, to adopt Resolution R-020821-1, which is a FY 21/22 Budget Schedule Amendment. Roll Call: Yes – Hurwitz, Jacobs, Winczewski, Proos, Moran, Smith, Leisman. Motion carried.
- B. Consider Approval of Second Amendment Ada Township Dispatch Agreement**
Moved by Moran, supported by Proos, to approve the Second Amendment to the Ada Township Dispatch Agreement. Roll Call: Yes – Jacobs, Winczewski, Proos, Hurwitz, Smith, Leisman, Moran. Motion carried.
- C. Petition from Treasurer to Strike Personal Property from Tax Rolls**
Moved Proos, supported by Jacobs, to approve the Treasurer’s Petition to Strike Personal Property from the Tax Rolls. Roll Call: Yes – Winczewski, Proos, Hurwitz, Jacobs, Leisman, Moran, Smith. Motion carried.
- D. Appointment of Ann Hansen to Compensation Commission for a five-year term**
Moved by Hurwitz, supported by Jacobs, to approve the appointment of Ann Hansen to the Compensation Commission for a five-year term. Roll Call: Yes – Proos, Hurwitz, Jacobs, Winczewski, Moran, Smith, Leisman. Motion carried.
- E. Compensation Commission Re-Appointment to Achieve Staggered Terms**
The recommendation is to re-appoint Compensation Commission members as follows: Robert Craig Avery (term ending 12-31-21), Mike Terwilliger (12-31-22), Jacob Heglund (12-31-23), and Dan Carter (12-31-24).
Moved by Proos, supported by Moran, to approve the re-appointments to the Compensation Commission to achieve staggered terms. Roll Call: Yes – Hurwitz, Jacobs, Winczewski, Proos, Smith, Leisman, Moran. Motion carried.
- F. Resolution R-020821-2 – A Resolution to increase the Township Assessors Compensation for Work Provided to and Reimbursed by Vergennes Township**
Moved by Winczewski, supported by Jacobs, to adopt Resolution R-020821-2, a resolution to increase the township assessor’s compensation for work provided to and reimbursed by Vergennes Township. Roll Call: Yes – Jacobs, Winczewski, Proos, Hurwitz, Leisman, Moran, Smith. Motion carried.

DEPARTMENT REPORTS

- A. Township Manager Report - 01/20/2021
- B. Assessing Department December Report – 02/03/2021
- C. Fire Department December Report – 01/2021
- D. Historical Society Museum Manager Update- 01/2021
- E. Parks & Recreation December Report – 02/03/2021
- F. Planning Department December Report – 01/2021
- G. Engineering December Monthly Report – 02/03/2021
- H. Ryan’s Municipal December Utility Report – 01/2021

OPPORTUNITY FOR ADDITIONAL PUBLIC COMMENT

There was no additional public comment.

ADJOURNMENT

The meeting was adjourned at 8:08 p.m.



**ADA TOWNSHIP WORK SESSION WITH TRAILS COMMITTEE
MINUTES
JANUARY 20, 2021 – 3:30 p.m.**

DRAFT

Pursuant to Governor Whitmer's Public Act 228 of 2020, The Ada Township Board, in order to protect the public health, conducted its meeting via electronic communications via ZOOM Meeting. The roll was called. Members present: Supervisor Leisman, Clerk Smith, Treasurer Moran, and Trustees Hurwitz, Jacobs, Proos and Winczewski. Members Absent: None. Also present: Township Manager Julius Suchy and various members of the Trails Committee.

APPROVAL OF AGENDA

Moved by Proos, supported by Hurwitz, to approve the January 20, 2021, Agenda as presented. Roll Call: Yes - Leisman, Moran, Smith, Jacobs, Proos, Winczewski, Hurwitz. Motion carried.

TOWNSHIP TRAILS

TOWNSHIP TRAILS REPORT

A history of the township trails was given by Planning Director Ferro and Parks Director Fitzpatrick.

MILLAGE / BONDS

Millage and bond possibilities were discussed.

FUTURE PROJECTS

Planning Director Ferro talked about potential future projects.

TRAIL COMMITTEE COMMENTS

Ginny Seyferth stated that we should get the low-hanging fruit to get things moving.

ROUNDTABLE DISCUSSION

Board members made several comments and had questions about plans, finances, etc.

PUBLIC COMMENT

Sheri Leisman talked about the second phase which was started in April, 2019

Dennis Brown stated there should be wayfinding signs.

Trustee Proos stated we should name our trails and place wayfinding signs.

Manager Suchy stated there was \$75,000 to \$100,000 put into next year's budget for wayfinding signs.

OPPORTUNITY FOR ADDITIONAL PUBLIC COMMENT

There was no additional public comment.

ADJOURNMENT

The meeting was adjourned at 4:58 p.m.

Jacqueline Smith
Ada Township Clerk

Date

DRAFT



**ADA TOWNSHIP BOARD
SPECIAL WORK SESSION
MINUTES
THURSDAY, FEBRUARY 11, 2021**

PRESENT: Supervisor Leisman, Treasurer Moran, Trustees Proos, Hurwitz, Winczewski and Jacobs

ABSENT: Clerk Smith

Supervisor Leisman called to order the Ada Township Board Work Session at 3:00 p.m.

Roll Call: Trustees Hurwitz, Jacobs, Winczewski, Proos, Supervisor Leisman, Treasurer Moran.

Approval of Agenda-Moved by Trustee Proos, supported by Trustee Winczewski. Motion carried.

PRESENTATION OF FY 2021-2022 BUDGET

FY 2021-2022 budget was presented by Township Manager Suchy.

PUBLIC COMMENT: CIP discussed and going to the Planning Commission for input.

ADJOURNMENT

The special work session adjourned at 4:52 pm.

Jacqueline Smith
Ada Township Clerk

Date



PROJECT STATUS REPORT

Amy Van Andel Library & Community Center

Ada, Michigan

February 11, 2021



Schedule Summary

Schedule:	● On Track	Budget:	● On Track	Start Date:	08-Dec-2017	Due Date:	29-Jan-2021	Project Manager:	Scott Rantala
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Description & Overall Summary

Description	Design and construction of a new 25,786 s.f. township library and community center.
Summary	Substantial Completion Certificate issued 12/23/20. Furniture install started 12/7/20 and completed 12/29/20. KDL training & move in from 1/4/21 to 1/22/21. Certificate of Occupancy inspection 1/29/21. 1 st Day of Business 2/6/21.
Phase	Closeout
JLL Project Type	New Build
JLL role	Agent

Completed Milestones

Name	Due Date	Actual End Date
Initiate	24-Jan-2018	27-Feb-2018
Plan	25-Apr-2018	11-Jun-2018
Design	23-Aug-2019	23-Aug-2019
Substantial Completion	23-Dec-2020	23-Dec-2020
Complete Lobby Addition	29-Jan-2021	29-Jan-2021
Certificate of Occupancy	29-Jan-2021	29-Jan-2021
KDL 1 st Day of Business	29-Jan-2021	06-Feb-2021

Budget Summary

By Cost Category Section

Name	Original Budget	Total Projected Budget	Total Approved Budget	Projected Total Commitments	Total Invoices
Hard Costs - CAP	8,920,780	10,147,573 USD	10,147,573 USD	10,149,386 USD	9,784,062 USD
FF&E, Moving and Technology - CAP	1,155,250	736,611 USD	736,611 USD	500,428 USD	448,644 USD
Soft Costs - CAP	1,140,614	1,286,867 USD	1,286,867 USD	1,241,803 USD	1,228,260 USD
Contingency - CAP	783,356	428,868 USD	428,868 USD	0 USD	0 USD
Total	12,000,000	12,599,919 USD	12,599,919 USD	11,891,618 USD	11,460,966 USD

Anticipated Cost Report

Ada Library & Community Center

21864P180001



Ada Library & Community Center Anticipated Cost Report



Date: 2021-02-11
Project Manager: Scott Rantala
Project Area: 25,786
Currency: USD

Account Description	Original Budget	Approved Changes and Transfers	Pending Changes and Transfers	Total Projected Budget	Cost Per Area	Total Approved Budget	Approved Commitments	Pending Commitments	Projected Total Commitments	Additional Forecasted Costs	Anticipated Cost to Complete	Variance of Budget to Cost	Approved Invoices	Pending Invoices	Total Invoices	Remaining Balance to Invoice
Soft Costs - CAP	1,140,614.00	146,253.34		1,286,867.34	49.91	1,286,867.34	1,241,802.99		1,241,802.99	(8,000.00)	1,233,802.99	53,064.35	1,226,790.34	1,469.73	1,228,260.07	13,542.92
Architect - Library	887,550.00	6,000.00		893,550.00	34.65	893,550.00	893,550.00		893,550.00	(8,000.00)	885,550.00	8,000.00	883,788.35	1,469.73	885,258.08	8,291.92
Architect - Arts Center		181,500.00		181,500.00	7.04	181,500.00	139,017.00		139,017.00		139,017.00	42,483.00	134,642.00		134,642.00	4,375.00
Owner's Representative	165,800.00	14,500.00		180,300.00	6.99	180,300.00	177,718.65		177,718.65		177,718.65	2,581.35	177,718.65		177,718.65	
Consultant - Geotechnical - Library	12,264.00	(1,999.50)		10,264.50	0.40	10,264.50	10,264.50		10,264.50		10,264.50		9,388.50		9,388.50	876.00
Consultant - Geotechnical - Arts Center		3,750.00		3,750.00	0.15	3,750.00	3,750.00		3,750.00		3,750.00		3,750.00		3,750.00	
Consultant - Environmental		2,000.00		2,000.00	0.08	2,000.00	2,000.00		2,000.00		2,000.00		2,000.00		2,000.00	
Consultant - Procurement Agent	45,000.00	(45,000.00)														
Consultant - Signage/Graphics	30,000.00	(30,000.00)														
Land- Closing Costs				2,877.84	0.11	2,877.84	2,877.84		2,877.84		2,877.84		2,877.84		2,877.84	
Insurance - Builder's Risk		12,625.00		12,625.00	0.49	12,625.00	12,625.00		12,625.00		12,625.00		12,625.00		12,625.00	
SC Contingency																
Hard Costs - CAP	8,920,780.00	1,226,792.55		10,147,572.55	393.53	10,147,572.55	10,140,971.73	8,414.54	10,149,386.27	(143,572.00)	10,005,814.27	141,758.28	9,213,667.01	570,395.03	9,784,062.04	356,909.69
Construction - Library	8,370,780.00	1,768,630.55		10,139,410.55	393.21	10,139,410.55	10,132,809.73	8,414.54	10,141,224.27	(143,572.00)	9,997,652.27	141,758.28	9,205,505.01	570,395.03	9,775,900.04	356,909.69
Construction - Arts Center																
Electrical-Relocate Street Light Service		7,022.00		7,022.00	0.27	7,022.00	7,022.00		7,022.00		7,022.00		7,022.00		7,022.00	
Misc Construction		1,140.00		1,140.00	0.04	1,140.00	1,140.00		1,140.00		1,140.00		1,140.00		1,140.00	
HC Contingency	550,000.00	(550,000.00)														
FF&E, Moving and Technology - CAP	1,155,250.00	(418,639.27)		736,610.73	28.57	736,610.73	500,428.38		500,428.38	57,000.00	557,428.38	179,182.35	448,643.90		448,643.90	51,784.48
FFE- Furniture Allowance	705,000.00	(691,151.38)		13,848.62	0.65	13,848.62						13,848.62				
FFE- Interior Furniture / Custer		158,368.99		158,368.99	6.12	158,368.99	158,368.99		158,368.99		158,368.99		157,923.99		157,923.99	445.00
FFE- Interior Furniture / Trellis		169,283.39		169,283.39	6.56	169,283.39	169,283.39		169,283.39		169,283.39		169,204.91		169,204.91	78.48
FFE- Collection Shelving / LDA		87,459.00		87,459.00	3.39	87,459.00	85,985.00		85,985.00		85,985.00	1,474.00	77,387.00		77,387.00	8,598.00
FFE- Outdoor Furniture / Landscape Forms		22,460.00		22,460.00	0.78	22,460.00	22,460.00		22,460.00		22,460.00		20,100.00		20,100.00	2,360.00
FFE- Outdoor Furniture / Custer		24,080.00		24,080.00	0.93	24,080.00	24,080.00		24,080.00		24,080.00		24,028.00		24,028.00	52.00
FFE- Furniture Labor	70,500.00	(70,500.00)														
FFE- Artwork / Branding Allowance	35,000.00	(6,251.00)		28,749.00	1.36	28,749.00						28,749.00				
FFE- Signage/Graphics Allowance	64,000.00	(64,000.00)			0.16											
FFE- Bldg Signage / Valley City Sign		40,251.00		40,251.00	1.16	40,251.00	40,251.00		40,251.00		40,251.00					40,251.00
FFE- Monument Sign / Universal Sign		30,000.00		30,000.00	1.16	30,000.00				30,000.00	30,000.00					
TECH- Comm / Data Cabling	82,250.00	(52,118.46)		30,131.54	1.17	30,131.54				22,000.00	22,000.00	8,131.54				
TECH- Security Equipment	90,000.00	(50,000.00)		40,000.00	1.55	40,000.00				5,000.00	5,000.00	35,000.00				
TECH- AV Equipment	70,500.00	(16,520.81)		53,979.19	2.09	53,979.19						53,979.19				
TECH- Soundmasking																
Moving																
FFE- Contingency	38,000.00			38,000.00	1.47	38,000.00						38,000.00				
Contingency - CAP	783,356.00	(354,487.62)		428,868.38	16.63	428,868.38				50,000.00	50,000.00	378,868.38				
Library Contingency -Owner	783,356.00	(467,883.05)		315,472.95	12.23	315,472.95				50,000.00	50,000.00	265,472.95				
Arts Center Contingency -Owner		113,395.43		113,395.43	4.40	113,395.43						113,395.43				
Total with Contingency	12,000,000.00			12,599,919.00		12,599,919.00	11,883,203.10	8,414.54	11,891,617.64		11,847,045.64	752,873.36			11,460,966.01	422,237.09
Ada Library & Community Center	12,000,000.00	599,919.00		12,599,919.00	488.63	12,599,919.00	11,883,203.10	8,414.54	11,891,617.64	(44,572.00)	11,847,045.64	752,873.36	10,889,101.25	571,864.76	11,460,966.01	422,237.09

Action Items

Status	Name	Comments	Start Date	Due Date	Owner
<u>Open</u>	Monument Sign	2/11/21-Monument sign on hold per Ada Township. 11/3/20-Ada Township to approve monument sign design and release for fabrication & install with Universal Sign	03-Nov-2020	TBD	Ada Township
<u>Open</u>	Entrance Canopy Letters	2/11/21-Canopy lettering design has been approved and install scheduled for week of 2/22/21. 12/1/20-Ada Township to approve design and release for fabrication & install with Valley City Sign	01-Dec-2020	2/26/21	Ada Township
<u>Open</u>	Fulton Street Bldg Sign	2/11/21-Fulton Street sign scheduled for install the beginning of March 2021. 12/1/20-Ada Township has approved design. Need to release for fabrication & install with Universal Sign.	01-Dec-2020	3/17/21	Ada Township

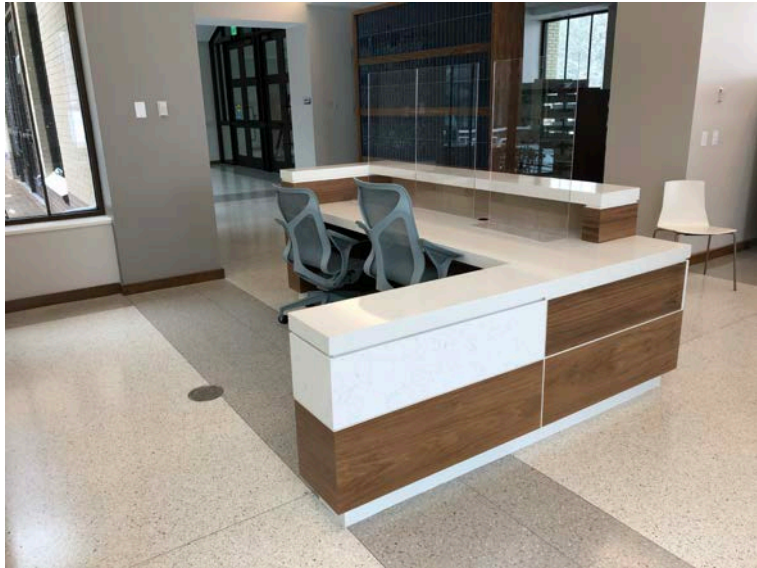
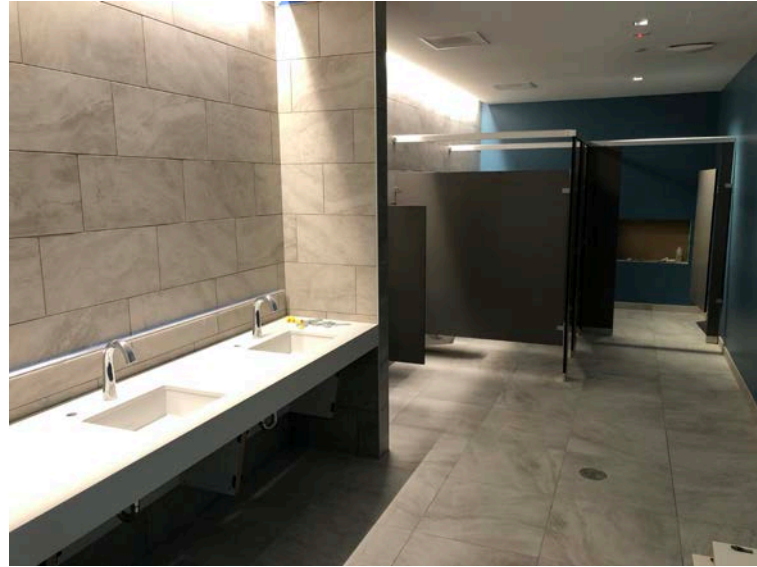
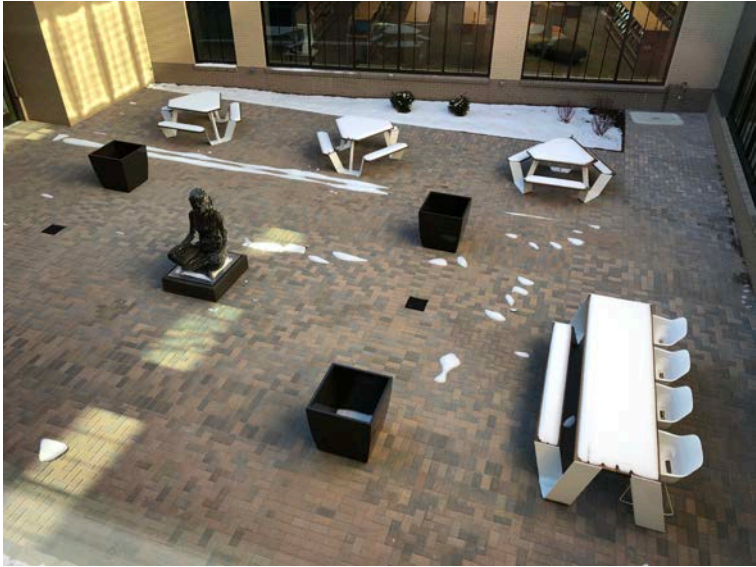
Risk Register

Status	Title	Category	Impact	Date Opened	Due Date
<u>Closed</u>	Grand Opening	Operations	2/11/21-KDL opened the library to the public on 2/6/21. 1/11/21-Will COVID-19 and Executive Orders impact when the library can actually open to the public.	01-Jan-2021	29-Jan-2021

| Progress Photos



Progress Photos



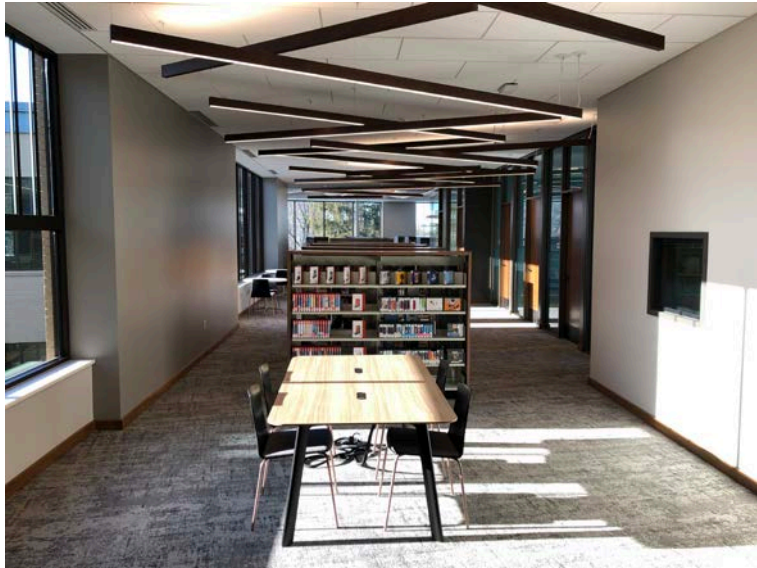
Progress Photos



Progress Photos

Ada Library & Community Center

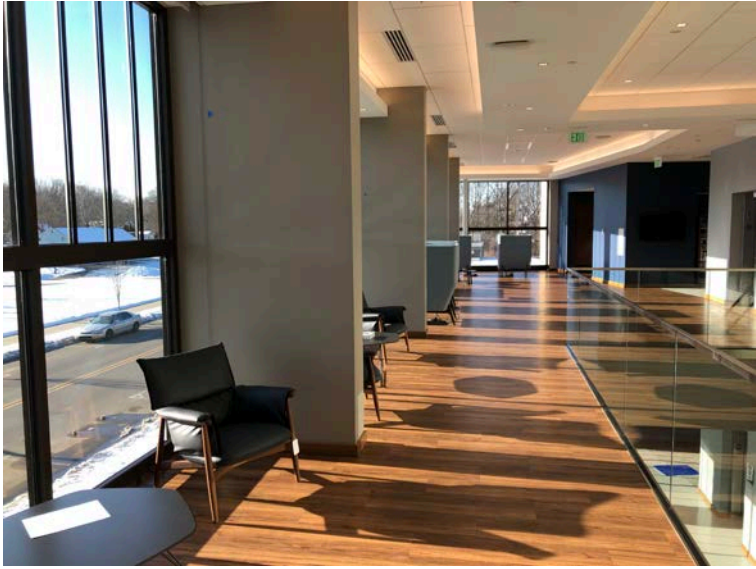
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Progress Photos

Ada Library & Community Center

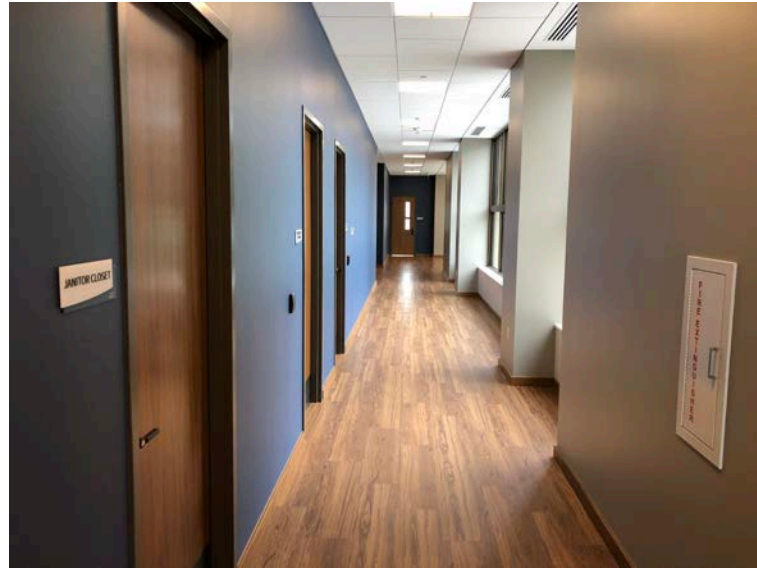
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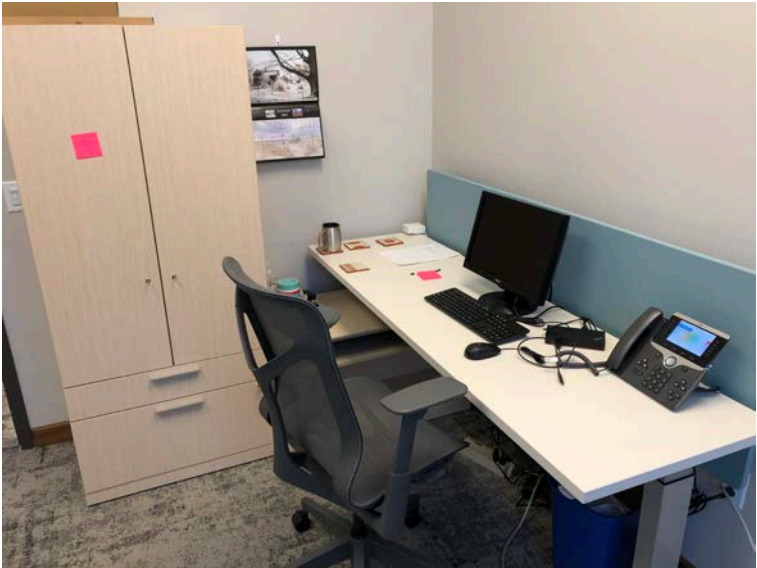
Progress Photos

Ada Library & Community Center

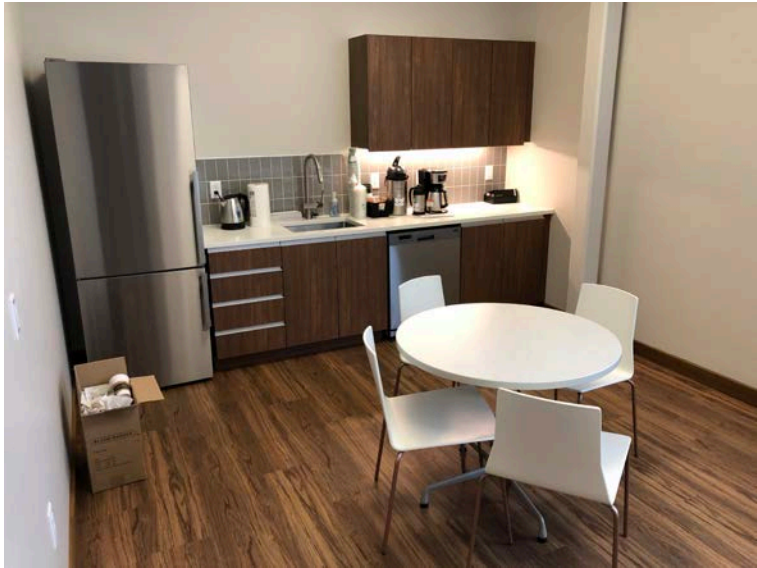
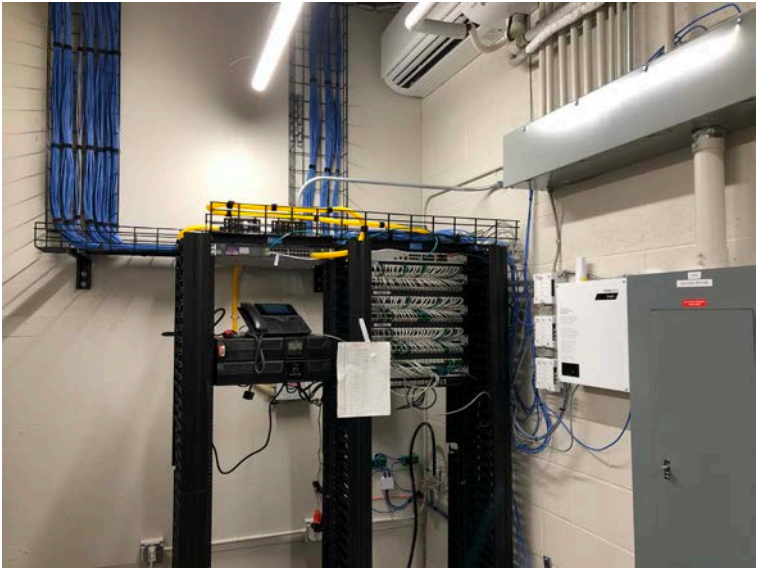
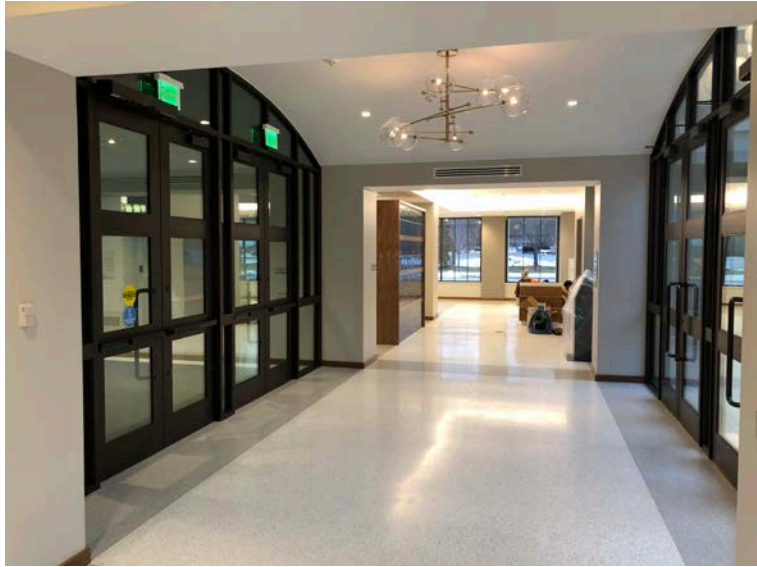
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| Progress Photos



| Progress Photos



**ADA TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
BOARD OF DIRECTORS
MINUTES OF THE JANUARY 11, 2021, MEETING, 8:00 A.M.**

A regular meeting of the Ada Township Downtown Development Authority (DDA) was held on Monday, January 11, 2021, at 8:00 a.m. via video/audio-conferencing, in conformance with Public Act 228 of 2020 concerning temporary authorization of remote participation in public meetings.

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 8:03 a.m. by Chairperson, Bowersox.

BOARD MEMBERS PRESENT: Bowersox, Coe, Harrison, Idema, Knapp, Leisman, Wright

BOARD MEMBERS ABSENT: Norman, VanderWulp

STAFF AND OFFICIALS PRESENT: Buckley, Ferro, Moran, Suchy

PUBLIC PRESENT: 2

II. APPROVAL OF AGENDA

Moved by Idema, supported by Coe, to approve the agenda as presented. Motion passed by roll call vote 6-0, with 3 absent.

Wright arrived 8:05 a.m.

III. APPROVAL OF MINUTES OF THE DECEMBER 14, 2020 MEETING

Ferro suggested a correction needs to be made to the December 14, 2020 minutes.

Moved by Harrison, supported by Leisman, to approve the minutes as presented with correction on page 2, 5th paragraph to read \$40,000; not \$4,000. Motion passed by roll call vote 7-0, with 2 absent.

IV. FARMERS MARKET ANNUAL REPORT

Market Manager, Jennie Macanaspie, presented a market summary of 2020 and proposed budget for 2021. Macanaspie said vendor registration was down in 2020 and some vendors communicated reluctance with the adopted MIFMA (Michigan Farmers Market Association) Covid guidelines; there were challenges monitoring customers arriving to ensure proper protection guidelines were being followed.

Macanaspie stated the feedback from the vendors was that most of them recorded 50% more business than in the past and from a dollar standpoint, they were very successful. She explained the vendors said people/customers were buying in greater quantities and really appreciate the farmers and the feeling of safety/comfort buying in their own local community.

Idema asked if there are commitments from vendors for this next season. Macanaspie stated she hasn't heard much from the vendors yet, but pretty much knows the standard/returning ones and should know more in the next month.

Macanaspie said she hopes to have more retail vendors this season and items like; clothing, organic-fresh milk, fresh poultry, traditional meats and commended the fish vendor, 'the fish guy' that returns each year and draws a lot of customers.

There was Board discussion about the current location of the market and hopes to build up traffic with the new Library and outdoor activities, especially for kids, to help draw more customers into downtown. There was additional discussion about the possibility of a new market location on River Street and that

may be looked at in the future.

Ferro stated the Library will be beneficial to the market and we should see traffic increases. Ferro said he thinks we should have as a goal to reverse the long trend of a decline in size of the market and gain back some of what was lost.

Macanaspie reviewed the preliminary 2021 budget, as included in the packet, with a total expense amount of \$9,785.

Leisman stated there is \$250 budgeted for Advertising and Promotion and he wondered if that would be enough. Macanaspie stated they have never done any 'placed advertisement' and would like to consider additional advertising costs but will have to do more research for quotes; will work with Jim Ferro on that. Macanaspie said she will also look into returning to Market Outreach via Facebook.

Ferro stated the one thing he sees lacking on the revenue side is sponsorship, in the past have generated as much as \$1,000 from sponsorship fee. Leisman asked Jennie if she has tried to talk with the Ada Business Association for a sponsor. Macanaspie said that was a great idea and will look into that.

Leisman suggested to 'bump up' amounts and add \$1,000 each to Sponsorship and Advertising. Macanaspie agreed with Leisman and will make changes in the budget.

V. REVIEW AND APPROVE PROPOSED BUDGET FOR FY 2021-22

Ferro presented the proposed budget included in the packet. Ferro stated there is a fair amount of line-item detail for the Board to review. Ferro said on the revenue side, the numbers for Millage revenue and Tax Increment revenue are based on a 1.5% increase from the current year and is not based yet on any taxable value data from the township assessor. Ferro went over the other revenue details; Government Stabilization Fund, Special Events and Interest Revenue.

Ferro reviewed expenditures including; DDA staff support for \$55,000/yr. for 9 months, Parking Space Striping, Street Sweeping, Garland Hanging & Removal, Holiday Tree purchase, and Printing. There was Board discussion to put money in the budget for the expansion of the new holiday deer herd displayed in the Village this year and the possible cost-sharing of the installation expense in the future. The Board members agreed to have final budget decisions voted on at the February meeting.

There was Board discussion on increased Library costs and whether to budget for Library promotion amount or increase the amount budgeted for Marketing/Promotion Consultant. Leisman stated there has been a push for the Township to use General Township Funds to promote the Library and Library events and it was talked about involving the DDA. Suchy stated there is room in the budget if the DDA wanted to participate in the marketing of the Library and the downtown events tied into the holiday displays. Suchy stated we could move up the Marketing/Promotion Consultant to \$35,000 and ultimately anything that was to be spent on that ~~would come back to the DDA first.~~ would first come back to the DDA Board for approval.

Ferro discussed the Improvements part of the budget. Ferro went over details in the Capital Improvements, Community Events, and Farmers Market in the proposed budget.

Ferro presented details of the Capital Improvement Projects on a screenshare and summarized the projects for the upcoming fiscal year.

Ferro explained the worksheet on the sidewalk grinding expense and its on-going project throughout the Village.

VI. DISCUSSION OF RESIDENTIAL PARKING ISSUES IN THE VILLAGE

Ferro stated concerns have been expressed that some of the parking supply is being used for the long-term parking of vehicles, particularly by residents on Bronson Street. Ferro said there has been thought about possible restrictions on the duration of parking, but want to make DDA aware and get some thoughts on the matter.

Idema stated that she has mentioned this before and about 4-5 spaces are used for permanent parking by residents and maybe we should have some kind of ordinance saying these spots are not to be used for permanent parking.

Suchy stated depending how an ordinance is written, most times it will be for 24 hours in a row or no more than 72 hours but every time a resident moves their car, a new time window of enforcement is created. Suchy said he is not opposed to an ordinance it just needs to be thought out well and if the DDA felt strongly about it, there might be financial contribution that would require extra enforcement that we don't have the capacity for now. Suchy explained currently the enforcement is if a vehicle is not registered or inoperable the community policing officer will meet with the resident and determine whether the vehicle should be removed. There was further Board discussion on possible parking ordinances and considering short-term parking restrictions; 2-hour limit or 4-hour limit, and it was agreed to discuss more in future meetings.

VII. DDA FINANCIAL REPORT, 12/31/20

Ferro stated the only significant financial activity to report was paying for our \$20,000 share of the enhanced holiday decorations.

VIII. BOARD MEMBER COMMENT - none

IX. PUBLIC COMMENT – none

X. ADJOURN MEETING

Moved by Idema, supported by Harrison, to adjourn meeting at 9:16 a.m. Motion passed unanimously.

Respectfully submitted:

Devin Norman, Secretary

rs:eb

**ADA TOWNSHIP PARKS, RECREATION AND LAND PRESERVATION ADVISORY BOARD
MINUTES OF THE THURSDAY JANUARY 14, 2021 REGULAR MEETING
8:30 A.M., ZOOM MEETING**

1. Call meeting to order/roll call

Present: Terwilliger, Schmottlach, Steketee, Levick, Roe, Crosby, VandenBerge, Jacobs in late
Absent: Damstra, Nowak, Leisman

Staff Present: Ferro, Fitzpatrick, Ergang, Buckley, Suchy left at 9:00
Public Present: None

2. Approval of agenda

Terwilliger moved, VandenBerge supported, to approve the agenda as presented. Motion carried with a roll call vote 7-0.

3. Approval of minutes of the December 10, 2020 meeting.

Terwilliger moved, Roe supported, to approve the minutes with changes. Motion carried with a roll call vote 7-0.

4. Update on Township Boards & Committee, member terms

Suchy gave an update that the Township Board eliminated some committees and combined others, reducing them from 25 down to 15. Suchy stated that Ross is review an application for the Advisory Board and considering others to replace Nowak. Will have more updates after January 25th. Judy noted need to review Advisory Board leadership and selections process for the end of March. Jim noted that the new chair is to be elected at the first meeting of the new fiscal year.

5. CIP Update & Review – Fitzpatrick presented the 214 Fund budget requests to date that he had submitted to Manager Suchy for review. He noted that for the Fund 208, the fund balance was still under review and closing out the fund this fiscal year is still our goal. Mark grave highlights from the CIP Committee meeting held earlier in the week. Jim presented the Fund 214 CIP tables and discussed fund balances and adjustments in the CIP including moving a trail project for Roselle Park over to the Trails 211 Fund.

Mark noted a request from the CIP Committee to identify specific funding for land acquisition and open space goals. With a discussion and review of the 213 Fund, Steketee made a motion to start that funding source with the projected balance of the current 213 Fund of about \$80,000, after the Chief Hazy Cloud expenditure. VandenBerge supported. Motion carried with a roll call 8-0.

~~Crosby~~ Crosby commented on allocations for the new signs noting concern for the amount and that they had not seen any drafts yet. Others expressed similar concerns. Julius updated folks on the status with the Sign Committee, the intention to share drafts when the they are further along, and that the funding allocation is not finalized yet.

Mark reviewed the details of a new Excel layout for the 214 Fund and how the stewardship and open space allocations are set up in that budget.

6. Committee Report and updates

- a. **Stewardship Committee** — Fitzpatrick noted that the Committee had not met and had no updates at this time. He also noted that there is work being done in the community regarding

stewardship initiatives to reduce high priority invasive plants. These include a grant request by the Kent Conservation District for Ada and Cascade Townships, plus an education initiative by the GVSU Groundswell initiative.

- b. **Facilities/Program Committee** – Fitzpatrick note the Committee had not met. He also noted that they are still working on getting ReCPro recreation software ready to go live, and that a new general email address was set up for the parks: **adaparks@adatownshipmi.com**
- c. **Trails / Connect Ada Committee**– Ferro stated last Committee meeting was held in November and they are reviewing a list of candidates for future trail projects. He noted that the funds from the new mileage will start with the December 2021 tax bill. Ferro discussed options for paying for new trails projects including bonds and “pay as you go” methods and that bonds may take 3-4 months to set up. The Township Board is going to hold work session in the next couple of weeks, public is welcome. Terwilliger asked if he could join the meeting and be sent the invite for it. Ferro stated they are a public meeting.
- d. **Rules Committee** – Fitzpatrick stated the Committee had not met. Also, that we are still working on fees for legacy & library rentals and that we will be coordinating with Ross and Suchy on updating the rules.

7. **Directors Report**

Fitzpatrick provided an update on his Directors report, included in the packet. He focused on updates on the major projects.

For the Leonard Field Park improvements projects, he noted:

-In review of new increased limits for grants applications, we decided to increase the request for the grant so we could include both the river overlook deck and the Covered Bridge Plaza. Mark also provided an update on the relationship of the railroad property and the river access area. Graphics and a revised project budget from RJM-Design was reviewed. Board members noted errors in the graphics to be corrected.

For the Roselle Park Shelter improvement project, he noted:

-That OCBA is still working on working on the final cost estimate and construction documents, and that an application for the EGLE permit has been submitted. He noted that construction for the shelter is phrase 1 and the parking lot is phrase 2. We are planning for a recommendation to go to bid at our next Advisory Board in February.

8. **Board Member Comment** – None

9. **Public Comment** – None

Meeting adjourned at 9:49 a.m.

Respectfully Submitted,

Jacqueline Smith, Ada Township Clerk

**ADA TOWNSHIP PLANNING COMMISSION
MINUTES OF THE JANUARY 21, 2021 MEETING**

A meeting of the Ada Township Planning Commission was held on Thursday, January 21, 2021, at 7:00 p.m., via video/audio-conferencing, in conformance with Public Act 228 of 2020 concerning temporary authorization of remote participation in public meetings.

I. CALL TO ORDER

II. ROLL CALL

Present: Burton, Butterfield, Carter, Heglund, Jacobs, Korth

Absent: 1, Easter

Staff Present: Bajdek, Buckley, Ferro, Moran, Suchy

Others Present: 15

III. APPROVAL OF AGENDA

Moved by Heglund, supported by Carter, to approve the agenda as presented. Motion passed unanimously.

IV. ELECTION OF OFFICERS

Ferro stated the Planning Commission By-Laws call for an election of Officers in October, however, there was no meeting held in October and there were only 6 members present in the November meeting so an election of Officers did not take place.

Moved by Heglund, supported by Carter, to elect Tom Korth as Chairman, elect Angela Butterfield as Vice-Chair and Sara Easter as Secretary. Motion passed by unanimous roll call vote.

V. APPROVAL OF MINUTES OF MEETING OF THE DECEMBER 17, 2020 MEETING

Moved by Carter, supported by Burton, to approve the minutes as presented. Motion passed by roll call vote 6-0, with 1 absent.

VI. PUBLIC HEARINGS

1. Request for Special Use Permit to Allow an Accessory Building of 7,758 Square Feet, with a 16 foot sidewall height, in Excess of the Maximum 4,000 Square Feet area and 14 foot sidewall height permitted by right, per Sec. 78-20(a)(5) and (6) of the Zoning Regulations, 1349 Sargent Avenue SE, Parcel No. 41-19-01-100-036, for Brandon Bissell

Applicant, Brandon Bissell, presented his request for Special Use Permit. Mr. Bissell stated there is an existing barn, 30' x 40', on the property and he is looking to expand the capacity of space for additional storage for equipment, animal feed, and miscellaneous items. Mr. Bissell explained the design of the proposed building and said it would be aesthetically pleasing and will not cause a detriment to anyone's view or enjoyment of the area, therefore, it meets the 4 characteristics that the zoning ordinance requires.

Bajdek summarized the request as provided in the staff memo. He stated the 10.1-acre site is zoned RP-1 Rural Preservation 1 and is located northwest of the E. Fulton Street and Sargent Avenue intersection. Access to the property is from a private road from Sargent Avenue. The proposed building is 7,758 sq. ft. with 16-foot sidewalls and is intended to be connected as an addition to an existing 1,200 sq. ft. building. A single-family dwelling, a farm building, as well as several small 3-walled farm shelters exist on the property, in addition to the 1,200 sq. ft. building.

Bajdek stated the accessory building is intended to be used for personal vehicle and yard/property maintenance equipment storage, as well as general storage for miscellaneous personal items. The building

has been designed to include some 'farm building' type architectural features that will complement the existing site improvements, as well as being compatible with the character of the surrounding area.

Bajdek stated zoning regulations limit the total combined ground level floor area of all detached accessory buildings to 4,000 sq. ft. with a maximum sidewall height of 14 feet for properties 3 acres or greater in all residential and rural districts. The total square footage of all accessory buildings on the property is proposed to be 8,958 sq. ft.

Bajdek stated the Planning Commission may authorize an increase in building floor areas and heights for accessory buildings greater than what is permitted by right, with approval of a special use permit, if the Commission determines that the size, height, placement, design, and appearance of the accessory building will be compatible with the character of the surrounding area.

Bajdek said there are other large buildings in the immediate/surrounding area, one of which received a special use permit approval in 2018 for building height; that property is located to the south of the subject property. It appears that the essential character of the area will not be altered with the approval of a special use permit, however, the building footprint will be more expansive than the other similar type buildings.

Bajdek concluded there are no characteristics of the proposed use that would conflict with the general special use permit standards of the Zoning Ordinance.

Before opening the public hearing, Jacobs pointed out that Warner, Norcross & Judd (the firm she works for) has represented Mr. Bissell in different matters and that Jacobs herself has not represented him personally and wanted the Board to know that. Butterfield asked the other Commissioners if they take cause with Jacobs statement; there were no objections and Butterfield thanked Jacobs for her disclosure.

The public hearing opened at 7:18 p.m. There was no public comment and the public hearing was closed.

Bajdek summarized staff recommendations and said if the Planning Commission determines that the size, height, placement, design, and appearance of the accessory building will be compatible with the character of the surrounding area, approval is recommended subject to the following conditions:

1. The use of the entire 8,958 sq. ft. of accessory building area on the property shall be restricted to private residential storage and recreational use; no commercial storage or activities shall be permitted within the accessory building.
2. Any exterior lighting on the building be of a non-glaring style, subject to approval by the Planning Department.

Ferro presented an aerial photo of the property for all to see. There was Board discussion regarding the appearance and size of the proposed building. Carter shared his hesitation that he was not familiar with the surrounding area. Korth said the dimensions/size of the building seemed overwhelming and questioned if there could be a land split in the future. Heglund explained he has seen the area where the building would take place and said it is a beautiful farm and the new building would be compatible with the surrounding area.

Referring to the aerial photo, Mr. Bissell described details of the property. He pointed out the existing building and a riding ring. Mr. Bissell stated the riding ring is 25% larger than what the barn (proposed building) is going to be and the barn will not expand past what the horse barn is and will tuck within the horse barn and within the driveway setting; to give some perspective on the size, it falls within a smaller footprint than what the riding arena is.

There was Board discussion on similar permit approvals over the past several years and the need to review the ordinance guidelines for future requests.

Moved by Burton, supported by Heglund, to approve the Special Use Permit request subject to the following conditions:

1. The use of the entire 8,958 sq. ft. of accessory building area shall be restricted to private residential storage and recreational use; no commercial storage or activities shall be permitted within the accessory building.
2. Any exterior lighting on the building be of a non-glaring style, subject to approval by the Planning Department.

Roll Call:

Yes: Burton, Butterfield, Heglund, Jacobs

No: Carter, Korth

Absent: Easter

Motion passed by roll call vote 4-2, with 1 absent.

VII. UNFINISHED BUSINESS - none

VIII. NEW BUSINESS

1. Preliminary PUD Plan, 16 Single-Family Homes on 4 acres in the Medium Density Single-Family (R3) Zoning District, 7699 Fase Street, Parcel No. 41-15-34-402-008, Fase Street Development, Chuck Hoyt, on behalf of TPR 7699 Fase Street LLC

Applicant, Chuck Hoyt, presented his request and a screen share view of the proposed site. Mr. Hoyt stated we are seeking a PUD Approval for the property on Fase for the reason that the current zoning requires a development that is not compatible with the rest of the character on Fast Street. Mr. Hoyt stated he previously applied for a zone change to the VR district but was denied. He said the intent for that zone change was to change the underlying zoning to match the zoning of the balance of Fase Street, VR.

Mr. Hoyt stated the intent of Thornapple Pines Development is to create modestly scaled, quality constructed, home site with appropriate density at the end of the distinctive and special neighborhood that is Fase Street. Mr. Hoyt said the need for housing continues to increase and the Planning Commission should encourage these types of dense developments. Mr. Hoyt showed screen shares of additional photos as character examples of both an R3 zoned home and a VR zoned home and went over details of the proposed homes.

Rich Pulaski, Civil Engineer at Nederveld, went over details regarding stormwater management, the materials used and how the system will work.

Mr. Hoyt went over the traffic analysis included in the packet.

In conclusion, Mr. Hoyt stated he would like to address the concerns noted in the Planning staff report specifically the undesirable visual relationship with the nearby home in Ada Moorings. He said in consideration for the neighbor's property they adjusted their site plan to include a greenspace at the far east end in order to alleviate the negative impact. He continued going over aerial photos and his explanation of

the greenspace plan.

Bajdek presented his summary as provided in the staff memo. Bajdek shared a brief history that the property was the former Kent County Road Commission garage site. There was a rezoning request from R3 to VR in early 2020 and the Planning Commission recommended denial of the rezoning following a public hearing. Since that time, the applicant decided to pursue a PUD rezoning for the property and a PUD Pre-Application Conference was held in May, 2020.

Bajdek stated the residential PUD development is planned to consist of 16 single-family residential homesites. The applicant is proposing to develop the property closely in-line with the VR Village Residential district regulations which would be consistent and compatible with the VR zoning along Fase Street. The VR district permits lots having a minimum lot area of 7,000 sq. ft. and a minimum lot width of 50 feet. The proposed plan deviates from the conventional R3 district standards, as depicted and noted on the attached plan. Lot sizes arrange from around 7,500 sq. ft. to 10,000 sq. ft., with most of the lots having a width of slightly over 54 feet.

Bajdek went over details of the overall design and site layout as outlined in the staff memo.

Bajdek stated the site is separated somewhat from the adjacent development to the north by evergreen trees in the Ada Moorings development along Ada Moorings Drive, and by a playground between Moorings Drive and the property boundary. To the east there is an adjoining single-family home on a triangular-shaped lot with the home located about 40 feet from the shared lot line. Homes located further east are progressively a greater distance from the site.

Bajdek said it was pointed out in the Pre-Application Conference there was a concern due to an undesirable distance between the home on Lot 9 and the adjacent home to the east. It was suggested at that time 1 of 4 recommended changes as included in the staff memo. Even though a greenspace was added, it doesn't appear the other changes were addressed.

Bajdek continued to go over details on the density, traffic assessment, public utilities, stormwater management, site lighting and landscaping, as outlined in the staff memo.

Bajdek concluded a PUD rezoning provides the Township with discretion in ensuring appropriate buffers and design treatment along the shared boundary with Ada Moorings, and in ensuring the development design on the site is consistent and compatible with the character and density of the Fast Street neighborhood. The proposed PUD development would be consistent with the Master Plan policy encouraging "compact residential development in and near the Ada Village neighborhood."

Bajdek reminded Commissioners this was not a public hearing and a public hearing is required. Bajdek stated it is requested a public hearing be scheduled for the February 18, 2021 Planning Commission meeting, subject to the submittal of a revised Preliminary PUD Plan that addresses the undesirable visual and spatial relationship between a potential home on Lot/Unit 9 at the corner of the site and the adjacent home to the east in the Ada Moorings development through 1 or more of the following measures:

- Defining a more restricted allowable building envelope for the home on the subject lot/unit by:
 - Increasing the minimum front yard setback.
 - Increasing the minimum side yard setback from 7 feet to 10 feet (to match the R3 side yard setback requirement).
- Enlarging the greenspace south of the subject/lot unit.

Commissioners set forth their comments.

Butterfield shared a concern about car headlights from the proposed Lot 9 shining into the house adjacent

and suggested the addition of some evergreen trees for more privacy.

Jacobs asked if it was proposed for the current fencing to come down. Mr. Hoyt said no, not necessarily, but there were certain areas of fence that could be repaired and he is not opposed to other options.

Jacobs asked with the PUD does the Township have guidance it provides regarding buffers to delineate between the 2 neighborhoods. Bajdek stated a landscape plan has not been provided yet and is not required at this time.

There was Board discussion regarding landscape possibilities and when landscape plans will be required/provided; the greenspace and its function and other possibilities within the greenspace; and access/easement to and from the 2 neighborhoods (Fase St. and Ada Moorings).

Korth suggested the possibility of placing a pedestrian easement and path between homes on the north side of the street, to provide access to the Ada Moorings playground, if an agreement for access could be reached with Ada Moorings.

Mr. Hoyt addressed some of the comments from the Board discussion and communicated details on the grading of the greenspace and Rick Pulaski went over additional details of the stormwater drainage. Hoyt added that the greenspace to the east allows the opportunity for social/gathering space, benches and some playground equipment.

Carter said he liked the 4 units per acre, good density, and liked the traffic analysis and that will be important information for the public hearing.

Heglund agreed with other Commissioners and said he loved the density of it and definitely could use more properties in the downtown area. Heglund stated a PUD was the best way to work with the neighbors, work with the Planning Commission and work with the developers, and is happy to see that is the direction the plan is going. Burton also agreed and stated everything has been said and she likes it a lot.

Ferro referred to the screen share aerial view sketch and said his main concern was the visual relationship between the rear of the triangular lot home and the home on the proposed Lot 9. Ferro stated a good solution is to expand the open space and shift the building back so it is more in line with the building envelope further to the west.

In conclusion, Mr. Hoyt said they will consider all the comments from the Commission and from the Planning Director and take them seriously.

Moved by Carter, supported by Burton, to schedule a Public Hearing on February 18, 2021.
Motion passed by roll call vote 6-0, with 1 absent.

IX. APPROVAL OF MEETING DATES FOR FY2021-2022

Moved by Heglund, supported by Carter, to approved the schedule for meeting dates in 2021-2022 as presented.

X. COMMISSION MEMBER / STAFF REPORTS - none

XI. PUBLIC COMMENT

Del Ratzsch, 7635 Fase Street, shared concern with public comment about 2 things:

- 1.) Request the Township make a stronger effort to inform people on Fase Street when things like this come up. He said it looks like the Township has had the documents for the Fase Street project since December, but none of us found out about it until just a few hours ago.
- 2.) Concern with the traffic analysis on the project. Mr. Ratzsch gave an example of the numbers the builder gave for the number of trips under current zoning and Proposed PUD zoning and he said there is apparently a range depending on the demographics and a variety of other conditions and thinks the builder should look into what a plausible number would be, rather than simply take the lowest possible number under special conditions as definitive in this case.

There was no other public comment and the public comment was closed.

XII. ADJOURNMENT

Moved by Carter, supported by Heglund, to adjourn meeting at 8:48 p.m. Motion passed unanimously.

Respectfully submitted,

Jacqueline Smith, Ada Township Clerk

rs:eb

UTILITY ADVISORY BOARD
Thursday, January 21, 2021
8:30 am.
Minutes
AGENDA

Call to Order

The meeting was called to order by Mr. Hurt at 8:40 am. The meeting was conducted virtually through WebEx.

Members Present

Brad Boomstra, Jenessa Carter, Mark Rambo, Mike Grenier, Wayne Jernberg, Jay Ouzts, Ed Robinette, Todd Boerman, Brian, Vu, Darrel Schmalzel, Jeff McCaul, Kolene Allen, Sam Giffel, Ben Swayze, Chuck Schroeder, Dave Datema, Julius Suchy, Tim Burkman, James Hurt, William Kaiser, Eric DeLong

Others Present:

Elissa Soto (Business Manager, City of Grand Rapids), Joa Oliveria (Energy, Climate and Performance Management Specialist, City of Grand Rapids)

Approval of Minutes – December 17, 2020

Motion by Mr. Schmalzel to approve the December minutes second by Mr. Jernberg.

MOTION CARRIED.

Public Comment on Agenda Items

None

Approval of Agenda

Motion by Mr. Robinette to approve the January agenda second by Mr. Rambo.

MOTION CARRIED.

Financial Update

Mrs. Carter gave an overview of the finances for the GR Water System. The YTD revenue is up by \$1.5 million, and expenses are down by \$729k, and net income is up by \$2.2 million. Mrs. Carter reminded members that she worked with the auditors last year to develop a more accurate revenue accrual process. This created a variance for the retail customers for water and sewer. Retail and wholesale billed volume

has increased by 13%. As a reminder, water rates are built on a three-year billed volume; last year, there was a 2% decrease in the three-year billed volume.

The sewer system is experiencing a billed volume reduction of 5% from the previous FY, and the three-year average is down 2%. The reduction in billed volume is attributed to COVID-19. The YTD revenue is \$21 million, and it is down from the previous FY by \$1.6 million. The YTD expenses are \$6.3 million, and the net income loss is \$3.5 million compared to the previous FY. Mrs. Carter presented the pumped/treated and billed volume for water and sewer. Along with the YTD three-year average for billed flow. Mr. Carter will continue to update the board quarterly.

Mr. DeLong asked if the change in billed flow attributed to commercial or residential users? Mrs. Carter said that the data is indicating that it is commercial users.

EPA Lead and Copper Rule

Mr. Jernberg presented a memo that highlights changes to the LCR at the federal level. Even though changes have been made at the federal level. EGLE has a rule promulgation period of three years to make changes to the State of Michigan LCR. Changes to the LCR at the federal include establishing a ten-ppb trigger level, Find and Fix, and lead in drinking water at school and daycares. If the ten ppb is triggered, it would require additional planning, monitoring, and treatment requirements from water systems.

The find and fx would require water systems to take additional steps when a site exceeds the Action Level, for example, additional sampling and possibly replacing the lead service line. The lead in drinking water at schools and daycare requires water systems to sample 20% of elementary schools and childcare facilities.

Mr. DeLong would like to have a direction or plan for when the new rule is implemented. Mr. Jernberg plans to bring this topic to attention at the next State Water Advisory Council meeting.

Lead and Copper Sampling

Mr. Jernberg presented the board with a memo that gives an overview of the lead and copper sampling results for 2020. The GR Water System received its final sampling results from EGLE last month. The Water System sampled 51 homes; the 90th percentile for lead is nine ppb and zero ppb for copper. Due to COVID-19, staff could not enter homes to collect samples. Instead, homeowners collected their samples. Another explanation for a higher 90th percentile could be the warmer water temperature.

Mr. DeLong asked if the Water System is exploring changes to the corrosion control program? Mr. Jernberg said no, but the system is conducting additional corrosion optimization studies to understand lead levels.

Year-End Report

Mr. McCaul gave an overview of the year-end report of awards for 2020. The four-page report can be found in the January agenda packet.

Grand Application for Cascade & Caledonia

Mr. Jernberg said that EGLE is administrating a grant program for Consolidation and Contamination Risk Reduction (C2R2) that would fund drinking water system projects that would remove or reduce PFAS or other contaminants from the drinking water. Each applicant could receive a maximum amount of \$5 million. The Water System is working with Cascade and Caledonia Township to complete their grant application. Mr. Boerman said that Caledonia Township is looking into changing its drinking water source from well to city water.

Mr. DeLong asked if it would be beneficial for the Utility Advisory Board to submit a letter of support for the Caledonia and Cascade Township's grant application. Mr. Jernberg said yes, a letter of support could be included in the application. Mr. Jernberg will draft a letter on behalf of the board.

Motion by Mr. Swayze to submit a letter of support for the Cascade and Caledonia Township's C2R2 grant application second by Mr. Grenier.

MOTION CARRIED.

Lake Michigan Filtration Plant Solar

Mr. Jernberg said that at the last Grand Haven Township Zoning Board meeting, the request for the installation of the solar panels was tabled. The Water System will continue to conduct the various studies that the Grand Haven Township has requested and the potential of installing the panels on a roof.

Biodigester

Mr. Grenier gave an update on the biodigester project. The project is reaching completion, and 95% of the equipment has been installed. The thickening and digested sludge transfer tanks have been programmed and are operational. The CHP Sequencing testing will be complete on January 20, and the

WRRF is scheduled to take ownership on January 25. The installation of the RNG equipment is 100% complete and is being punch listed. The phosphorous removal equipment is 80% complete, and it is on schedule.

Approximately 400 new assets have been added to the asset management program, resulting in over 100 new PMs and over 1,700 new work orders. The task is 80% complete for all three projects. Additionally, staff has completed ten new operational SOPs with 20 new associated work instructions. New lockout/tag out and confined space entry procedures have been created and approved by Risk Management. All master agreement for new equipment has been completed, along with service contracts for generator maintenance and HVAC maintenance. Also, the bio-gas testing contract has been completed.

2020 Water/Sewer Rate Study Revised Tallmadge Rates

Ms. Carter said that since the adoption of the 2020 Water/Sewer Rates, there was a decrease in Tallmadge's water rate and the commodity rate, which caused the monthly meter charge to be negative for meter sizes over 2". The adjustment has no impact on the Water System's revenue requirement and does not impact other partner communities. City Commission will ratify the rate resolution on January 12, 2021.

Public Comment

None

Items from Members

Mrs. Soto introduced herself as the Business Manager for the Utility Business Office. Mr. Jernberg said that the EPA and EGLE informed him that they are looking for utility information for the Needs-Based Survey. Water staff will be working on completing the survey in the next couple of months. Mr. Boerman and Mr. Swayze thanked the Grand Rapids Water System staff for their assistance in completing the C2R2 grant application.

Next Meeting – February 18, 2021

Adjournment

The meeting was adjourned at 9:29 am by Mr. DeLong.

ADA TOWNSHIP
WARRANTS FOR BOARD APPROVAL
ON BOARD MEETING DATE: February 22, 2021

HAND CHECKS

#101	#	E52, E53, E55, 51386, 51387, 51388, 51389	\$	9,053.48
#205	#	E52, E53, E55, 51387, 51388	\$	2,336.00
#208	#			
#211	#			
#213	#			
#214	#	E54, E55, 51388	\$	1,407.84
#243	#			
#248	#			
#249	#			
#401	#			
#590	#			
#591	#			
#592	#			
#701	#			
TOTAL ALL HAND CHECKS			\$	12,797.32

WARRANTS

#101	GENERAL FUND	\$	12,807.96
#205	PUBLIC SAFETY FUND	\$	53,447.54
#208	PARK FUND		
#211	TOWNSHIP TRAILS	\$	1,667.58
#213	PARKS & OPEN SPACE		
#214	PARKS & RECREATION	\$	2,890.36
#243	BROWNFIELD REDEVELOPMENT		
#248	DDA FUND	\$	3,393.75
#301	ENVISION ADA		
#401	CAPITAL PROJECT	\$	17,300.98
#590	SEWER OPERATION FUND	\$	10,141.12
#591	WATER OPERATION FUND	\$	56,651.63
#592	GRAND VALLEY ESTATES FUND	\$	3,362.41
#701	ESCROW ACCT		
TOTAL WARRANTS			\$ 161,663.33
TOTAL ALL CHECKS & WARRANTS			\$ 174,460.65

Vendor Name	Description	Amount	Check #	Check Date
1. .DTE ENERGY	GAS SERVICES-7380 FULTON ST	183.81		
	GAS SERVICES-4861 ADA DR	235.34		
	GAS SERVICES-5465 HALL ST	38.21		
	TOTAL	457.36		
2. .GODWIN PLUMBING, INC.	SUPPLIES	17.17		
3. .KENDALL ELECTRIC INC	SUPPLIES	84.34		
4. .KENT COMMUNICATIONS, INC	POSTAGE & PROCESS MAIL WATER BILLS	880.23		
5. .MOORE & BRUGGINK	ADACROFT WATERMAIN	40,838.26		
6. .PREIN & NEWHOF, P.C.	WATER TESTING-ROSELLE PARK	350.00		
7. .RYANS MODERN SEWER CLEANING	JANUARY CONTRACT	17,500.00		
	UTILITY DIRECTOR	3,000.00		
	METER READINGS	1,223.15		
	LIFT STATION CLEANING	4,893.00		
	TOTAL	26,616.15		
8. .VERIZON WIRELESS	SCADA LINE SERVICES	696.64		
9. ADA HISTORICAL SOCIETY	COMCAST	88.40		
10. AFLAC	EMPLOYEE PREMIUMS	408.14	51386	02/17/2021
11. ALLIED UNIVERSAL	ENTRY CARDS FOR LIBRARY	108.00		
12. AUNALYTICS	ENDPOINT PROTECTION	1,354.50		
13. BESTROM SERVICES, INC	COFFEE SERVICES-TWP HALL	51.70		
14. BIO-CARE, INC.	FIRE DEPARTMENT PHYSICALS	5,880.00		
15. CARLETON EQUIPMENT	3 CUTTING EDGES FOR BOBCAT SNOW PLOW BLADE	492.99		
	REPLACEMENT CHUTE AND PARTS FOR BOBCAT SNOW BLOWER	674.59		
	TOTAL	1,167.58		
16. COMCAST	INTERNET-ROSELLE PARK	128.40	54	02/17/2021

Vendor Name	Description	Amount	Check #	Check Date
17. CONSUMERS ENERGY	ELECTRIC SERVICES-STREET LIGHTS	5,227.94	51387	02/17/2021
	ELECTRIC SERVICES-49301 LED LIGHTS	131.75	51387	02/17/2021
	ELECTRIC SERVICES-SIRENS	39.02	51387	02/17/2021
	ELECTRIC SERVICES-SIRENS	46.98	51387	02/17/2021
	TOTAL	5,445.69		
18. CONSUMERS LIFE INSURANCE COMPANY	LIFE INSURANCE COVERAGE - MARCH 2021	375.43		
19. CONTINENTAL LINEN SERVICE	LINEN/RUG SERVICES-FIRE	105.89		
20. DTE ENERGY	GAS SERVICES-ADA PARK	64.00	51388	02/17/2021
	GAS SERVICES-ROSELLE PARK	213.47	51388	02/17/2021
	GAS SERVICES-LEONARD FLD	110.38	51388	02/17/2021
	GAS SERVICES-FIRE #1	934.70	51388	02/17/2021
	GAS SERVICES-MUSEUM	287.44	51388	02/17/2021
	GAS SERVICES-TOWNSHIP HALL	524.62	51388	02/17/2021
	GAS SERVICES-FIRE #2	321.50	51388	02/17/2021
	TOTAL	2,456.11		
21. GILSON	ENVELOPES	500.04		
22. GODWIN HARDWARE, INC	SUPPLIES-FIRE	25.31		
	SUPPLIES-FIRE	8.78		
	SUPPLIES-B&G	20.98		
	SUPPLIES-B&G	59.95		
	SUPPLIES-PARKS	22.99		
	SUPPLIES-PARKS	11.89		
	SUPPLIES-PARKS	27.57		
	SUPPLIES-PARKS	66.98		
	TOTAL	244.45		
23. GRANITE TELECOMMUNICATIONS	TELEPHONE SERVICES	1,496.54		
24. GRIFFIN PEST SOLUTIONS, INC	PEST CONTROL-FIRE #2	110.00		
25. HOPE NETWORK WEST MICHIGAN	TRANSPORTATION- JAN	107.30		
26. HUB INTERNATIONAL MIDWEST EAST	ADDITION OF LIBRARY	3,650.00		
27. HUNTINGTON NATIONAL BANK	ADMIN FEES	500.00		

Vendor Name	Description	Amount	Check #	Check Date
28. INTEGRITY BUSINESS SOLUTION	SUPPLIES-PLANNING & ZONING	77.30		
	SUPPLIES-LIBRARY RETURN	(130.26)		
	TOTAL	(52.96)		
29. INTERLOCK DESIGN INC	PAVERS-LIBRARY	103.30		
30. INTREPID WEB, LLC	ANNUAL HOSTING	600.00		
31. JONES LAND LASALLE AMERICAS, INC	LIBRARY AND COMMUNITY CENTER	2,098.76		
32. KENT COUNTY TREASURER	TOWNSHIP LAW - DECEMBER	27,070.35		
	2020 FIRE COMMISSION ASSESSMENT	18,617.03		
	TOTAL	45,687.38		
33. LIBRARY DESIGN ASSOCIATES, INC	RETAINAGE FROM INVOICE 20-274-01	8,598.00		
34. MCKESSON	SUPPLIES-FIRE	27.56		
	SUPPLIES-FIRE	25.58		
	TOTAL	53.14		
35. MLIVE MEDIA GROUP	ADS-AFFIDAVITS	3,635.50		
36. NAPA	SUPPLIES	190.30		
37. NYE UNIFORM CO.	UNIFORM ALLOWANACE-DEWEY, MURRAY	294.00		
	UNIFORMS-MCCARTY	110.00		
	TOTAL	404.00		
38. ORKIN PEST CONTROL	PEST CONTROL	111.08		
39. PITNEY BOWES GLOBAL FINANCIAL SERV	POSTAGE MACHINE LEASE	138.12		
40. PLUMMER'S DISPOSAL SERVICE	HANDICAP RESTROOM-ROSELLE PARK	99.00		
41. POSTEMA SIGNS & GRAPHICS	REIMBURSEMENT DUE TO OVERPAYMENT	50.00	51389	02/17/2021
42. PRINTING SYSTEMS, INC	ELECTION SUPPLIES	379.80		
43. PROGRESSIVE AE	LIBRARY AND COMMUNITY CENTER	1,469.73		

Vendor Name	Description	Amount	Check #	Check Date
44. REPUBLIC SERVICES	TRASH SERVICES-PARKS, FIRE TWP HALL, CEMETERY	1,319.32		
45. RRR LAWN AND LANDSCAPE LLC	GARLAND REMOVAL	1,497.50		
46. RYAN'S MODERN SEWER CLEANING I	MAINTENANCE-ROSELLE PARK	200.00		
	MAINTENANCE-MUSEUM	1,160.00		
	TOTAL	1,360.00		
47. SEYFERTH PR	LIBRARY	4,431.19		
48. SPENCER MANUFACTURING, INC	MOUNTING BRACKETS-FIRE	251.03		
49. SPRINT	MOBILE TELEPHONE SERVICES	26.34		
50. STANDARD SUPPLY & LUMBER CO, INC	SUPPLIES-PARKS	98.80		
51. VANVOSSEN PROPERTY SERVICES	SIDEWALK PLOWING	2,540.00		
52. VEENSTRA'S LLC	OIL CHANGE-2009 CHEVY SUBURBAN	38.70		
	OIL CHANGE 2008 FORD 350	94.85		
	TOTAL	133.55		
53. VERIZON WIRELESS	TELEPHONE/TABLET SERVICES	515.91		
54. VIRGINIA MAC ANASPIE	MARKET MASTER-JAN	105.00		
55. WEX BANK	FUEL SERVICES	1,964.06	55	02/17/2021
56. XEROX CORPORATION	COPY MACHINE LEASE CREDIT	(119.16)		
	COPY MACHINE LEASE	308.72		
	TOTAL	189.56		
<hr/>				
PURCHASE CARD VENDOR: 1003 FIRST BANK				
57. 1 & 1 INTERNET, INC	INTERNET SERVICES	8.71	53	02/16/2021
	INTERNET SERVICES	68.13	53	02/16/2021
	TOTAL	76.84		

Vendor Name	Description	Amount	Check #	Check Date
58. AMAZON.COM	MICROPHONES FOR CPU (2)	36.02	52	02/16/2021
	WIRELESS MOUSE (5)	52.95	52	02/16/2021
	ADOBE ACROBAT	316.94	52	02/16/2021
	LIGHT BULBS-FIRE ENGINES	35.08	52	02/16/2021
	GARAGE DOOR OPENER-FIRE	25.93	52	02/16/2021
	CREDIT RETURN-FIRE	(12.58)	53	02/16/2021
	HDMI CABLES-FIRE	87.64	52	02/16/2021
	AUDIO CABLES-FIRE	12.99	52	02/16/2021
	USB CHARGING PORT FOR BARRACKS	29.99	52	02/16/2021
	SERCER CABINET-FIRE	114.95	52	02/16/2021
	TOTAL	699.91		
59. CONSTANT CONTACT	WEB SERVICES	95.00	52	02/16/2021
60. ELGL NETWORK	TWO YEAR MEMBERSHIP	80.00	53	02/16/2021
61. HARLAND CLARK CHECK PRINT	A/P CHECKS	53.30	53	02/16/2021
62. IIMC	MEMBERSHIP DUES	175.00	52	02/16/2021
63. MEIJER	WATER-FIRE	34.90	52	02/16/2021
64. MGFOA	MEMBERSHIP DUES	120.00	53	02/16/2021
65. MICHIGAN MUNICIPLE LEAGUE	ANNUAL MEMBERSHIP	145.00	52	02/16/2021
66. NATIONAL PEN COMPANY	TOWNSHIP PENS	565.02	52	02/16/2021
67. STATE OF MICHIGAN	MIDEAL MEMBERSHIP	180.00	52	02/16/2021
68. UNITED HARDWARE	COMBO DOOR LOCK-FIRE #2	104.96	53	02/16/2021
69. ZOOM.COM	VIRTUAL MEETING HOST	14.99	53	02/16/2021
TOTAL PURCHASE CARD VENDOR: 1003 FIRST BANK		2,344.92		
TOTAL - ALL VENDORS		174,460.65		
PAYMENT TYPE TOTALS				
Paper Check		170,023.27		
EFT Transfer		4,437.38		

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Ada Township
7330 Thornapple River Dr SE
Ada, MI 49301

PROJECT: Ada Township Comm Cntr/Library

APPLICATION NO.: 20 R1

PERIOD TO: 1/31/2021

PROJECT NO.: 3993-01

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR: Erhardt Construction
6060 Fulton St E
Ada, MI 49301

VIA ARCHITECT:

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM	\$ 8,940,331.00
2. Net Change by Change Orders	<u>\$ 1,192,478.70</u>
3. CONTRACT SUM TO DATE (Line 1 + 2).....	<u>\$ 10,132,809.70</u>
4. TOTAL COMPLETED & STORED TO DATE	<u>\$ 9,752,873.94</u>
(Column G on Continuation Sheet)	
5. RETAINAGE:	
a. 0.11% of Completed Work	<u>\$ 10,349.90</u>
(Columns D + E on Continuation Sheet)	
b. % of Completed Work	<u> </u>
(Columns F on Continuation Sheet)	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 10,349.90
6. TOTAL EARNED LESS RETAINAGE	<u>\$ 9,742,524.04</u>
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>\$ 9,172,129.01</u>
8. CURRENT PAYMENT DUE	<u>\$ 570,395.03</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	<u>\$ 390,285.66</u>

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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Erhardt Construction

By: Kiril Hylff

Date: 02/09/2021

State of: Michigan

County of: Kent

Subscribed and sworn to before
me this 9th day of February 2021

Notary Public:

Eric Ann Rahe

My Commission expires: 7/22/2024

Erica Ann Rahe
Notary Public, State of Michigan
County of Kent
My Commission Expires 07/22/2024
Acting in the County of Kent

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ _____

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

ARCHITECT:

By: _____ Date: _____

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	1,465,212.03	-272,733.33
Total approved this Month		
TOTALS	1,465,212.03	-272,733.33
NET CHANGES by Change Order	1,192,478.70	

REQUEST FOR PAYMENT DETAIL

Project: 3993-01 / Ada Township Comm Cntr/Library

Invoice: 39932002

Draw: 20

Period Ending Date: 1/31/2021

Item No.	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Retainage Balance	Balance To Finish
01-0000	Pre-Construction Fee	25,000.00	25,000.00			25,000.00	100.00		
04-0000	Concrete	359,620.00	355,912.00			355,912.00	98.97		3,708.00
04-0001									
04-5000	Masonry	688,612.50	688,612.50			688,612.50	100.00		
05-0000	Structural Steel	535,434.00	535,434.00			535,434.00	100.00		
05-5000	Misc. Metals	106,447.00	100,930.00	3,180.00		104,110.00	97.80		2,337.00
06-0000	General Trades	489,976.00	414,352.75	75,623.25		489,976.00	100.00		
07-0000	Metal Panels	520,895.00	523,895.00	-3,000.00		520,895.00	100.00		
07-5000	Roofing	162,820.00	162,800.00	20.00		162,820.00	100.00		
07-9000	Caulking	27,000.00	27,000.00			27,000.00	100.00		
08-0000	Alum/Glass & Glazing	450,070.00	450,070.00			450,070.00	100.00		
09-0000	Mtl Stud, Drywall & Acoustical	851,249.54	847,943.00	3,306.54		851,249.54	100.00		
09-0300	Flooring	352,670.78	356,270.37	-3,599.59		352,670.78	100.00		
09-9000	Painting	52,009.00	49,525.00	2,484.00		52,009.00	100.00		
12-0000	Window Treatment	19,894.00	19,894.00			19,894.00	100.00		
14-0000	Elevator	72,845.00	72,845.00			72,845.00	100.00		
21-0000	Fire Suppresion	43,911.00	43,911.00			43,911.00	100.00		
22-0000	Plumbing	240,201.00	240,201.00			240,201.00	100.00		
23-0000	Mechanical	1,059,873.00	1,049,919.00	9,954.00		1,059,873.00	100.00		
23-8000	Commisioning	10,500.00	2,200.00			2,200.00	20.95	220.00	8,300.00
26-0000	Electrical	868,255.00	871,025.00	-2,770.00		868,255.00	100.00		
26-0500	Controls Relocation Allowance	30,000.00	29,565.00			29,565.00	98.55		435.00
32-1200	Asphalt	56,485.00	56,485.00			56,485.00	100.00		
32-1400	Brick Pavers	85,400.00	85,400.00			85,400.00	100.00		
32-3200	Decorative Fence								
32-8000	Irrigation	14,457.00	14,135.00			14,135.00	97.77	1,413.50	322.00
32-9000	Landscaping	70,850.42	38,697.76			38,697.76	54.62	3,869.78	32,152.66
33-0000	Sitework & Excavation	593,855.00	593,855.00			593,855.00	100.00		
33-2210	Unsuitable Soil Allowance	30,000.00	1,773.00			1,773.00	5.91		28,227.00
33-2500	Dewatering Allowance	20,000.00	2,655.00			2,655.00	13.28		17,345.00

REQUEST FOR PAYMENT DETAIL

Project: 3993-01 / Ada Township Comm Cntr/Library

Invoice: 39932002

Draw: 20

Period Ending Date: 1/31/2021

Item No.	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Retainage Balance	Balance To Finish
34-0000	General Conditions	1,092,810.94	905,867.51	55,950.14		961,817.65	88.01		130,993.29
35-0000	Construction Contingency	155,621.81							155,621.81
36-0000	Construction Fee	341,149.09	322,617.00	18,532.09		341,149.09	100.00		
40-1500	Mech/Plg/Fp - Lobby Addition	110,845.39	102,601.00	8,244.39		110,845.39	100.00		
40-1600	Electrical - Lobby Addition	50,015.00	39,322.75	10,692.25		50,015.00	100.00		
40-2000	Site/Land/Irr - Lobby Addition	59,814.44	54,626.44	4,694.00		59,320.44	99.17	4,846.62	494.00
40-3000	Concrete - Lobby Addition	42,971.50	35,396.00	7,575.50		42,971.50	100.00		
40-4000	Masonry - Lobby Addition	6,923.56	6,923.56			6,923.56	100.00		
40-5000	Steel Lobby Addition	52,460.00	52,460.00			52,460.00	100.00		
40-6000	Gen Trades - Lobby Addition	19,094.00	16,288.40	2,805.60		19,094.00	100.00		
40-7000	Mtl & Membrane- Lobby Addition	102,100.00	102,100.00			102,100.00	100.00		
40-8000	Glass - Lobby Addition	97,792.00	97,792.00			97,792.00	100.00		
40-9000	Finishes - Lobby Addition	123,050.55	85,502.55	37,548.00		123,050.55	100.00		
41-0000									
42-0000	Fee - Lobby Addition	39,831.18	36,543.00	3,288.18		39,831.18	100.00		

Totals	10,132,809.70	9,518,345.59	234,528.35		9,752,873.94	96.25	10,349.90	379,935.76
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DATE: February 17, 2021
TO: Julius Suchy
FROM: Jackie Smith
RE: FY 2021/2022 holidays and meeting dates

Attached is the proposed calendar of township holidays and board and committee meetings for FY 2021/2022.

The board will have a couple of decisions to make prior to adopting this resolution.

- Summer board meetings – the past few years our summer meetings have been at noon instead of 7 pm. Do we want to continue that this year?
- May board meeting – we typically only have one board meeting in May due to Memorial Day falling on the 4th Monday. 2021 has five Mondays, and Memorial Day is the 5th Monday, freeing up the 4th Monday for a board meeting if desired.
- December board meeting – in the past we have never held a second board meeting in December due to the holiday season. However, in 2020 we did hold a meeting on the 4th Monday. Do we want to continue that in 2021?



RESOLUTION R- 022221- 1

**TOWNSHIP OF ADA, KENT COUNTY, MICHIGAN
RESOLUTION REGARDING ADA TOWNSHIP BOARDS AND COMMISSIONS
MEETING DATES
FOR FY 2021-2022**

PRESENT:

ABSENT:

ADA TOWNSHIP RECOGNIZED HOLIDAY DATES FOR OFFICE CLOSING:

2021	May 31 July 5 September 6 November 11 November 25 November 26 December 24 December 27 December 31	Memorial Day Independence Day Labor Day Veterans Day Thanksgiving Day Day After Thanksgiving Christmas Holiday Christmas Holiday New Year's Holiday
2022	January 3 January 17 February 21	New Year's Holiday Martin Luther King Jr. Day Presidents' Day

ADA TOWNSHIP BOARD MEETING DATES:
(2nd and 4th Mondays of every month)

AGENDA DEADLINE: (Friday 1 week prior to meeting)
All agenda action items to be in by 12:00 noon Friday

2021	April 12 7:00 pm April 26 7:00 pm May 10 7:00 pm June 14 Noon June 28 Noon July 12 Noon July 26 Noon August 9 Noon August 23 Noon September 13 7:00 pm September 27 7:00 pm October 11 7:00 pm October 25 7:00 pm November 8 7:00 pm November 22 7:00 pm December 13 7:00 pm December 27 7:00 pm	April 2 April 16 April 30 June 4 June 18 July 2 July 16 July 30 August 13 September 3 September 17 October 1 October 15 October 29 November 12 December 3 December 17
2022	January 10 7:00 pm January 24 7:00 pm February 14 7:00 pm February 28 7:00 pm March 14 7:00 pm March 28 7:00 pm	December 31 January 13 February 4 February 18 March 4 March 18

ZONING BOARD OF APPEALS:
(1st Tuesday of each month at 4:30 p.m.)

AGENDA DEADLINE: (4 weeks prior to meeting)

2021 April 13 *
May 11 *
June 1
July 6
August 10*
September 7
October 5
November 9*
December 7

March 16
April 13
May 4
June 8
July 13
August 10
September 7
October 12
November 9

2022 January 4
February 1
March 1

December 7
January 4
February 1

* Meeting is the 2ND Tuesday, changed to avoid conflict with Election Day/Spring Break

PLANNING COMMISSION:
(3rd Thursday of each month at 7:00 p.m.)

AGENDA DEADLINE: (4 weeks prior to meeting)

Meeting Dates-2021

April 15
May 20
June 17
July 15
August 19
September 16
October 21
November 18
December 16

March 18
April 22
May 20
June 17
July 22
August 19
September 23
October 21
November 18

2022
January 20
February 17
March 17

December 23
January 20
February 17

DOWNTOWN DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

(2nd Monday of each month at 8:00 a.m.)

2021

April 12*

* Will hold an informational meeting prior to the regularly scheduled board meeting.

May 10
June 14
July 12
August 9
September 13
October 11*
November 8
December 13

2022

January 10
February 14
March 14

PARKS, RECREATION AND LAND PRESERVATION ADVISORY BOARD

PRLP Advisory Board meetings are held the second Thursday of each month at 4:00 p.m. in the Roselle Park resource building meeting room, located at 1010 Grand River Dr., Ada, MI 49301.

Check website or contact the Park Office at 616-676-0520 for agendas or changes.

2021 April 8
 May 13
 June 10
 July 8
 August 12
 September 9
 October 14
 **
 December 9

2022 January 13
 February 10
 March 10

ETHICS BOARD MEETING DATE

Meeting Time: 6:30 pm.

AGENDA DEADLINE

By noon on the first
Monday of the month

FY 2021-22- MEETING SCHEDULE

Tuesday, April 13, 2021

Be it Resolved: The Ada Township Board, County of Kent, State of Michigan does hereby approve and designate the employee holidays and meeting dates listed upon this resolution for the fiscal year of April 1, 2021 through March 31, 2022.

The resolution was offered by Board Member and supported by Board Member at a meeting on February 22, 2021. The members of the Township Board voted as follows:

Yes:
No:
Absent:

Resolution R-022221- 1

Date:

Jacqueline Smith, Ada Township Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted at a regular meeting the Ada Township Board held on Monday, February 22, 2021; that the meeting was conducted and public notice of the meeting was given pursuant to and in compliance with the Michigan Open Meetings Act; that a quorum of the Board was present and voted in favor of the resolution; and that the minutes of the meeting will be or have been made available as required by the Open Meetings Act.

Jacqueline Smith, Ada Township Clerk



Moore+Bruggink
Consulting Engineers

February 17, 2021

Re: Adacraft Water Main
Project No. 190182.01

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

Dear Mr. Suchy:

Seven bids were received at 11 a.m., on Thursday, February 11, 2021, for the **Adatowne & Adacraft Neighborhoods Water Main & Street Improvements** project. All bids were reviewed and checked for accuracy. A copy of the tabulation of bids is attached.

C.L. Trucking & Excavating submitted the low bid for the project in the amount of \$5,664,810.50. The low bid was well under our engineer's estimate of \$7,180,000.00. Our estimate was based upon average prices bid for water main last year.

We reviewed the bid with C.L. Trucking, and they are very comfortable with the prices they submitted. We discussed the project schedule with them as well. This contract includes roughly four miles of water main in the Adacraft, Adatowne, and Ada Woods neighborhoods. They plan on constructing all of the water main in the Adacraft neighborhood (2.75 miles) this year, and completing the remaining sections in Adatowne and Ada Woods (1.25 miles) in 2022.

C.L. Trucking & Excavating was the contractor on the first phase of water main in Adatowne last summer. They performed well and have a satisfactory performance record on other projects they have done for us. We recommend that a contract be awarded to C.L. Trucking & Excavating in the amount of \$5,664,810.50.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steven C. Groenenboom', is written over a light blue horizontal line.

Steven C. Groenenboom, P.E.
Project Engineer

SCG/pim
Attachment

cc: C.L. Trucking & Excavating

TABULATION OF BIDS

PROJECT: Adatowne & Adacroft Neighborhoods Water Main & Street Improvements – 190182.01

BIDS RECEIVED: **TIME:** 11 a.m.

DATE: Thursday, February 11, 2021

PLACE: Office of the Clerk
 Ada Township
 7330 Thornapple River Drive SE
 Ada MI 49301

ENGINEER'S ESTIMATE: \$7,180,000.00

Contractor	Bid Bond	Bid Signed	Bid Amount
C.L. Trucking & Excavating	√	√	\$5,664,810.50
Wyoming Excavators	√	√	\$5,829,647.00
Dunigan Bros., Inc.	√	√	\$5,922,314.00
Nagel Construction	√	√	\$6,391,757.50
Diversco Construction Co.	√	√	\$6,988,573.10
Kamminga & Roodvoets	√	√	\$7,290,302.00
Brenner Excavating Inc.			—
Dykema Excavators Inc.			—
Michigan Paving & Materials			—
Plummer's Environmental Services			—
Rieth-Riley Construction			—
Superior Asphalt			—



February 17, 2021

Re: Adatowne & Adacroft Water
Main & Street Improvements
Project No. 190182.01

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

Dear Mr. Suchy:

Based on our recommendation to award a contract on the **Adatowne & Adacroft Water Main & Street Improvements** project in the amount of \$5,664,810.50, we hereby estimate the total project budget as follows:

PROJECT COSTS

Low Bid (C.L. Trucking & Excavating)	\$5,664,810.50
Design Engineering	\$255,000.00
Street Light Relocation (Consumers Energy)	\$120,000.00
Soil Borings	\$30,000.00
Construction Inspection and Engineering	\$390,000.00
Project Contingencies	\$190,189.50
TOTAL ESTIMATED BUDGET	\$6,650,000.00

Funding is provided by the following:

PROJECT FUNDING

2020 Bond Proceeds (from \$10 million issued)	\$5,521,562.00
Township General Fund (50% of Street Cost)	\$564,219.00
Kent County Road Commission (50% of Street Cost)	\$564,219.00
TOTAL ESTIMATED BUDGET	\$6,650,000.00

The majority of this project is being funded with proceeds from the \$10 million capital improvements bond. Now that we have completed the Ada Drive sewer project, the first phase of water main, and have secured bids for this work, we can report the overall budget



Mr. Julius Suchy
February 17, 2021
Page 2

is in line with our original estimates. We will provide a separate budget report that summarizes all of the bond-funded projects under separate cover.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steven C. Groenenboom'.

Steven C. Groenenboom, P.E.
Project Engineer

SCG/pim



MEMORANDUM

Date: 2/17/21

TO: Ada Township Board
FROM: Julius Suchy, Township Manager
RE: Refunding of General Obligation Limited Tax 2011B Bond & Call 2011A Bond

Background:

In 2011 the Township issued Capital Improvement Bonds for the 2011A series of bonds in the amount of \$605,000 and Series 2011B in the amount of \$2,325,000. The bonds currently have a high interest rate of 3.5% - 4.6% and they have the ability to be refunded at approximately 2%. I have enclosed the bond packet with the noted savings as well as the resolution that needs to be approved to move forward with the bond refunding.

2011A Series:

The 2011A series is paid for with general fund (52%) and water fund (48%) monies. This bond runs through FY 28-29 and has approximately \$310,000 in principal due and \$63,920 in interest due over the remaining life of the bond. Treasurer Moran and I reviewed this bond and determined that it was in the best interest of the Township to call the bond early and pay it off in its entirety. This will save approximately \$63,000 in interest payments (\$32,760 – general fund, \$30,681.60) for the Township over the next 7 years. The final payoff amount would depend on the date the bond is called but it would require the general fund to pay \$161,200 and the water fund to pay \$148,800. Treasurer Moran and I have discussed the cash flow of both funds and met with our Engineer to discuss upcoming water projects and we feel comfortable with the existing fund balances to pay off the 2011A bond resulting in the savings noted above. This will free up approximately \$24,000 - \$27,800 annually in the general fund and \$22,000 - \$25,700 in the water fund.

Note: The resolution includes authorization to refund the 2011A bond but that was prior to the decision to call the bond early. Our bond counsel has indicated that the language referencing 2011A will be removed prior to the bond refunding documents being finalized.

2011B Series:

The 2011B series is paid for with sewer fund monies and this bond runs through FY 31-32 and has approximately \$1,420,000 in principal due and \$373,105 in interest over the remaining life of the bond. The proposed refunding would save between \$16,132 to \$28,775 per year. The total savings equal \$222,837.33, which will save Ada Township sewer rate payers in the future.

The cost of issuance as proposed for the refunding of the 2011B bond is \$62,421.87. This cost is factored into the overall bond cost when considering how much the Township will save.

Recommended Action:

Staff would recommend approval of Resolution R-022221-2 to authorize the refunding of the 2011B Series Bond and authorize the Treasurer to pay off the remaining balance of the 2011A bond with existing cash on hand from each of the associated funds. The savings of paying off the 2011A bond and the cost savings of refunding the 2011B bond will allow the sewer fund greater financial flexibility.

Requested Motion: Motion to Approve Resolution R-022221-2 and authorize the Township Treasurer to pay off the 2011A Series Bond.



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SOURCES AND USES OF FUNDS

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

Sources:	2021 Refunding of 2011A	2021 Refunding of 2011B	Total
Bond Proceeds:			
Par Amount		1,405,000.00	1,405,000.00
Premium		99,709.80	99,709.80
		<u>1,504,709.80</u>	<u>1,504,709.80</u>
Other Sources of Funds:			
Cash Defeasance	316,626.93		316,626.93
Estimated Funds On Hand Contribution		25,688.54	25,688.54
	<u>316,626.93</u>	<u>25,688.54</u>	<u>342,315.47</u>
	316,626.93	1,530,398.34	1,847,025.27
Uses:			
Refunding Escrow Deposits:			
Cash Deposit	0.93	0.28	1.21
SLGS Purchases	<u>316,626.00</u>	<u>1,450,789.00</u>	<u>1,767,415.00</u>
	316,626.93	1,450,789.28	1,767,416.21
Cost of Issuance:			
COI		62,521.87	62,521.87
Delivery Date Expenses:			
Underwriter's Discount		14,050.00	14,050.00
Other Uses of Funds:			
Additional Proceeds		3,037.19	3,037.19
	<u>316,626.93</u>	<u>1,530,398.34</u>	<u>1,847,025.27</u>



SCHEDULE OF PRINCIPAL & INTEREST REQUIREMENTS

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2021			16,469.72	16,469.72	
05/01/2022	130,000	2.000%	14,050.00	144,050.00	160,519.72
11/01/2022			12,750.00	12,750.00	
05/01/2023	130,000	2.000%	12,750.00	142,750.00	155,500.00
11/01/2023			11,450.00	11,450.00	
05/01/2024	135,000	2.000%	11,450.00	146,450.00	157,900.00
11/01/2024			10,100.00	10,100.00	
05/01/2025	135,000	2.000%	10,100.00	145,100.00	155,200.00
11/01/2025			8,750.00	8,750.00	
05/01/2026	140,000	2.000%	8,750.00	148,750.00	157,500.00
11/01/2026			7,350.00	7,350.00	
05/01/2027	140,000	2.000%	7,350.00	147,350.00	154,700.00
11/01/2027			5,950.00	5,950.00	
05/01/2028	145,000	2.000%	5,950.00	150,950.00	156,900.00
11/01/2028			4,500.00	4,500.00	
05/01/2029	145,000	2.000%	4,500.00	149,500.00	154,000.00
11/01/2029			3,050.00	3,050.00	
05/01/2030	150,000	2.000%	3,050.00	153,050.00	156,100.00
11/01/2030			1,550.00	1,550.00	
05/01/2031	155,000	2.000%	1,550.00	156,550.00	158,100.00
	1,405,000		161,419.72	1,566,419.72	1,566,419.72



SAVINGS

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings	Present Value to 03/31/2021 @ 0.7296765%
03/31/2021		25,688.54	(25,688.54)		(25,688.54)		(25,688.54)
05/01/2021	37,461.25		37,461.25		37,461.25	11,772.71	37,437.76
11/01/2021	37,461.25		37,461.25	16,469.72	20,991.53		20,902.11
05/01/2022	192,461.25		192,461.25	144,050.00	48,411.25	69,402.78	48,029.80
11/01/2022	34,553.75		34,553.75	12,750.00	21,803.75		21,553.31
05/01/2023	194,553.75		194,553.75	142,750.00	51,803.75	73,607.50	51,022.59
11/01/2023	31,393.75		31,393.75	11,450.00	19,943.75		19,571.61
05/01/2024	196,393.75		196,393.75	146,450.00	49,943.75	69,887.50	48,833.65
11/01/2024	27,991.25		27,991.25	10,100.00	17,891.25		17,429.99
05/01/2025	202,991.25		202,991.25	145,100.00	57,891.25	75,782.50	56,193.73
11/01/2025	24,261.25		24,261.25	8,750.00	15,511.25		15,001.69
05/01/2026	209,261.25		209,261.25	148,750.00	60,511.25	76,022.50	58,310.65
11/01/2026	20,226.25		20,226.25	7,350.00	12,876.25		12,362.88
05/01/2027	215,226.25		215,226.25	147,350.00	67,876.25	80,752.50	64,933.14
11/01/2027	15,887.50		15,887.50	5,950.00	9,937.50		9,472.05
05/01/2028	215,887.50		215,887.50	150,950.00	64,937.50	74,875.00	61,670.99
11/01/2028	11,387.50		11,387.50	4,500.00	6,887.50		6,517.27
05/01/2029	171,387.50		171,387.50	149,500.00	21,887.50	28,775.00	20,635.66
11/01/2029	7,747.50		7,747.50	3,050.00	4,697.50		4,412.73
05/01/2030	172,747.50		172,747.50	153,050.00	19,697.50	24,395.00	18,436.15
11/01/2030	3,952.50		3,952.50	1,550.00	2,402.50		2,240.48
05/01/2031	173,952.50		173,952.50	156,550.00	17,402.50	19,805.00	16,169.91
	2,197,186.25	25,688.54	2,171,497.71	1,566,419.72	605,077.99	605,077.99	585,449.58

Savings Summary

PV of savings from cash flow	585,449.58
Plus: Refunding funds on hand	(313,589.74)
Net PV Savings	271,859.84

SUMMARY OF REFUNDING RESULTS

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

	2021 Refunding of 2011A	2021 Refunding of 2011B	Total
Dated Date	03/31/2021	03/31/2021	03/31/2021
Delivery Date	03/31/2021	03/31/2021	03/31/2021
Arbitrage Yield		0.729677%	0.729677%
Escrow Yield	0.029600%	0.029595%	0.029595%
Value of Negative Arbitrage	(8.07)	872.69	864.62
Bond Par Amount		1,405,000.00	1,405,000.00
True Interest Cost		0.901546%	0.901546%
Net Interest Cost		0.938670%	0.938670%
All-In TIC		1.694236%	1.694236%
Average Coupon		2.000000%	2.000000%
Average Life		5.744	5.744
Par amount of refunded bonds	310,000.00	1,420,000.00	1,730,000.00
Average coupon of refunded bonds	4.367563%	4.472393%	4.458225%
Average life of refunded bonds	4.264	5.956	5.653
PV of prior debt	362,612.25	1,753,235.67	2,115,847.92
Net PV Savings	45,985.32	225,874.52	271,859.84
Percentage savings of refunded bonds	14.833974%	15.906656%	15.714442%



BOND PRICING

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	05/01/2022	130,000	2.000%	0.180%	101.968
	05/01/2023	130,000	2.000%	0.230%	103.676
	05/01/2024	135,000	2.000%	0.290%	105.245
	05/01/2025	135,000	2.000%	0.350%	106.683
	05/01/2026	140,000	2.000%	0.440%	107.833
	05/01/2027	140,000	2.000%	0.560%	108.600
	05/01/2028	145,000	2.000%	0.700%	108.968
	05/01/2029	145,000	2.000%	0.840%	109.046
	05/01/2030	150,000	2.000%	0.970%	108.934
	05/01/2031	155,000	2.000%	1.070%	108.866
		1,405,000			

Dated Date	03/31/2021	
Delivery Date	03/31/2021	
First Coupon	11/01/2021	
Par Amount	1,405,000.00	
Premium	99,709.80	
Production	1,504,709.80	107.096783%
Underwriter's Discount	(14,050.00)	(1.000000%)
Purchase Price	1,490,659.80	106.096783%
Accrued Interest		
Net Proceeds	1,490,659.80	

BOND SUMMARY STATISTICS

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

Dated Date	03/31/2021
Delivery Date	03/31/2021
Last Maturity	05/01/2031
Arbitrage Yield	0.729677%
True Interest Cost (TIC)	0.901546%
Net Interest Cost (NIC)	0.938670%
All-In TIC	1.694236%
Average Coupon	2.000000%
Average Life (years)	5.744
Weighted Average Maturity (years)	5.802
Duration of Issue (years)	5.473
Par Amount	1,405,000.00
Bond Proceeds	1,504,709.80
Total Interest	161,419.72
Net Interest	75,759.92
Total Debt Service	1,566,419.72
Maximum Annual Debt Service	156,800.00
Average Annual Debt Service	155,304.63
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	106.096783

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	1,405,000.00	107.097	2.000%	5.744
	1,405,000.00			5.744

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,405,000.00	1,405,000.00	1,405,000.00
+ Accrued Interest			
+ Premium (Discount)	99,709.80	99,709.80	99,709.80
- Underwriter's Discount	(14,050.00)	(14,050.00)	
- Cost of Issuance Expense		(62,521.87)	
- Other Amounts			
Target Value	1,490,659.80	1,428,137.93	1,504,709.80
Target Date	03/31/2021	03/31/2021	03/31/2021
Yield	0.901546%	1.694236%	0.729677%

ESCROW REQUIREMENTS

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

Period Ending	Interest	Principal Redeemed	Total
05/01/2021	37,461.25	1,730,000.00	1,767,461.25
	37,461.25	1,730,000.00	1,767,461.25

ESCROW COST

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	05/01/2021	1,767,415	0.030%	1,767,415.00
		1,767,415		1,767,415.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
03/31/2021	1,767,415	1.21	1,767,416.21
	1,767,415	1.21	1,767,416.21

ESCROW SUFFICIENCY

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
03/31/2021		1.21	1.21	1.21
05/01/2021	1,767,461.25	1,767,460.04	(1.21)	
	1,767,461.25	1,767,461.25	0.00	



ESCROW STATISTICS

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
2021 Refunding of 2011A, Global Proceeds Escrow:	316,626.93	0.086	0.029600%	0.029600%	316,635.00	(8.07)	
2021 Refunding of 2011B, Global Proceeds Escrow:	1,450,789.28	0.086	0.029595%	0.029595%	1,449,916.59	872.69	
	1,767,416.21				1,766,551.59	864.62	0.00

Delivery date 03/31/2021
Arbitrage yield 0.729677%

Note: Value of Negative Arbitrage for issues excluded from the arbitrage yield is based on the yield of the related issue.

PROOF OF ARBITRAGE YIELD

TOWNSHIP OF ADA
COUNTY OF KENT, STATE OF MICHIGAN
PROPOSED 2021 REFUNDING BONDS
ESTIMATED TAX EXEMPT RATES FROM FEBRUARY 8, 2021
CASH DEFEASANCE FOR THE 2011A

Date	Debt Service	Total	Present Value to 03/31/2021 @ 0.7296765151%
11/01/2021	16,469.72	16,469.72	16,399.56
05/01/2022	144,050.00	144,050.00	142,914.96
11/01/2022	12,750.00	12,750.00	12,603.55
05/01/2023	142,750.00	142,750.00	140,597.43
11/01/2023	11,450.00	11,450.00	11,236.35
05/01/2024	146,450.00	146,450.00	143,194.87
11/01/2024	10,100.00	10,100.00	9,839.61
05/01/2025	145,100.00	145,100.00	140,845.29
11/01/2025	8,750.00	8,750.00	8,462.55
05/01/2026	148,750.00	148,750.00	143,340.43
11/01/2026	7,350.00	7,350.00	7,056.96
05/01/2027	147,350.00	147,350.00	140,960.91
11/01/2027	5,950.00	5,950.00	5,671.32
05/01/2028	150,950.00	150,950.00	143,356.86
11/01/2028	4,500.00	4,500.00	4,258.10
05/01/2029	149,500.00	149,500.00	140,949.45
11/01/2029	3,050.00	3,050.00	2,865.10
05/01/2030	153,050.00	153,050.00	143,249.25
11/01/2030	1,550.00	1,550.00	1,445.47
05/01/2031	156,550.00	156,550.00	145,461.78
	1,566,419.72	1,566,419.72	1,504,709.80

Proceeds Summary

Delivery date	03/31/2021
Par Value	1,405,000.00
Premium (Discount)	99,709.80
Target for yield calculation	1,504,709.80

SAVINGS

2021 Refunding of 2011A

Date	Prior Debt Service	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 03/31/2021 @ 0.7296765%
09/30/2021	6,635.00		6,635.00		6,630.84
03/31/2022	6,635.00		6,635.00	13,270.00	6,606.74
09/30/2022	46,635.00		46,635.00		46,267.54
03/31/2023	5,855.00		5,855.00	52,490.00	5,787.75
09/30/2023	45,855.00		45,855.00		45,163.54
03/31/2024	5,035.00		5,035.00	50,890.00	4,941.05
09/30/2024	45,035.00		45,035.00		44,034.01
03/31/2025	4,195.00		4,195.00	49,230.00	4,086.85
09/30/2025	49,195.00		49,195.00		47,752.47
03/31/2026	3,227.50		3,227.50	52,422.50	3,121.47
09/30/2026	48,227.50		48,227.50		46,473.62
03/31/2027	2,237.50		2,237.50	50,465.00	2,148.29
09/30/2027	52,237.50		52,237.50		49,972.48
03/31/2028	1,125.00		1,125.00	53,362.50	1,072.31
09/30/2028	51,125.00		51,125.00		48,553.29
03/31/2029				51,125.00	
	373,255.00	0.00	373,255.00	373,255.00	362,612.25

Savings Summary

PV of savings from cash flow	362,612.25
Plus: Refunding funds on hand	(316,626.93)
Net PV Savings	45,985.32

SUMMARY OF REFUNDING RESULTS

2021 Refunding of 2011A

Dated Date	03/31/2021
Delivery Date	03/31/2021
Arbitrage yield	
Escrow yield	0.029600%
Value of Negative Arbitrage	(8.07)
Bond Par Amount	
Par amount of refunded bonds	310,000.00
Average coupon of refunded bonds	4.367563%
Average life of refunded bonds	4.264
PV of prior debt to 03/31/2021 @ 0.729677%	362,612.25
Net PV Savings	45,985.32
Percentage savings of refunded bonds	14.833974%

BOND SUMMARY STATISTICS

2021 Refunding of 2011A

Dated Date 03/31/2021
Delivery Date 03/31/2021
Last Maturity

Arbitrage Yield
True Interest Cost (TIC)
Net Interest Cost (NIC)
All-In TIC
Average Coupon

Average Life (years)
Weighted Average Maturity (years)
Duration of Issue (years)

Par Amount
Bond Proceeds
Total Interest
Net Interest
Total Debt Service
Maximum Annual Debt Service
Average Annual Debt Service

Underwriter's Fees (per \$1000)
Average Takedown
Other Fee

Total Underwriter's Discount

Bid Price

	TIC	All-In TIC	Arbitrage Yield
Par Value			
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value			
Target Date	03/31/2021	03/31/2021	03/31/2021
Yield			

PRIOR SCHEDULE OF PRINCIPAL & INTEREST REQUIREMENTS

2021 Refunding of 2011A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/30/2021			6,635.00	6,635.00	
03/31/2022			6,635.00	6,635.00	13,270.00
09/30/2022	40,000	3.900%	6,635.00	46,635.00	
03/31/2023			5,855.00	5,855.00	52,490.00
09/30/2023	40,000	4.100%	5,855.00	45,855.00	
03/31/2024			5,035.00	5,035.00	50,890.00
09/30/2024	40,000	4.200%	5,035.00	45,035.00	
03/31/2025			4,195.00	4,195.00	49,230.00
09/30/2025	45,000	4.300%	4,195.00	49,195.00	
03/31/2026			3,227.50	3,227.50	52,422.50
09/30/2026	45,000	4.400%	3,227.50	48,227.50	
03/31/2027			2,237.50	2,237.50	50,465.00
09/30/2027	50,000	4.450%	2,237.50	52,237.50	
03/31/2028			1,125.00	1,125.00	53,362.50
09/30/2028	50,000	4.500%	1,125.00	51,125.00	
03/31/2029					51,125.00
	310,000		63,255.00	373,255.00	373,255.00

UNREFUNDED SCHEDULE OF PRINCIPAL & INTEREST REQUIREMENTS

2021 Refunding of 2011A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2021 03/31/2022	35,000	3.800%	665	35,665	35,665
	35,000		665	35,665	35,665

SUMMARY OF BONDS REFUNDED

2021 Refunding of 2011A

PRI - Prior Debt

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2011 Series A, 2011A, BOND:					
	05/01/2022	3.900%	40,000.00	05/01/2021	100.000
	05/01/2023	4.100%	40,000.00	05/01/2021	100.000
	05/01/2024	4.200%	40,000.00	05/01/2021	100.000
	05/01/2025	4.300%	45,000.00	05/01/2021	100.000
	05/01/2026	4.400%	45,000.00	05/01/2021	100.000
	05/01/2027	4.450%	50,000.00	05/01/2021	100.000
	05/01/2028	4.500%	50,000.00	05/01/2021	100.000
			310,000.00		

SAVINGS

2021 Refunding of 2011B

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings	Present Value to 03/31/2021 @ 0.7296765%
05/01/2021	30,826.25	25,688.54	5,137.71		5,137.71	5,137.71	5,118.38
11/01/2021	30,826.25		30,826.25	16,469.72	14,356.53		14,295.37
05/01/2022	145,826.25		145,826.25	144,050.00	1,776.25	16,132.78	1,762.25
11/01/2022	28,698.75		28,698.75	12,750.00	15,948.75		15,765.56
05/01/2023	148,698.75		148,698.75	142,750.00	5,948.75	21,897.50	5,859.05
11/01/2023	26,358.75		26,358.75	11,450.00	14,908.75		14,630.56
05/01/2024	151,358.75		151,358.75	146,450.00	4,908.75	19,817.50	4,799.64
11/01/2024	23,796.25		23,796.25	10,100.00	13,696.25		13,343.14
05/01/2025	153,796.25		153,796.25	145,100.00	8,696.25	22,392.50	8,441.25
11/01/2025	21,033.75		21,033.75	8,750.00	12,283.75		11,880.21
05/01/2026	161,033.75		161,033.75	148,750.00	12,283.75	24,567.50	11,837.03
11/01/2026	17,988.75		17,988.75	7,350.00	10,638.75		10,214.59
05/01/2027	162,988.75		162,988.75	147,350.00	15,638.75	26,277.50	14,960.65
11/01/2027	14,762.50		14,762.50	5,950.00	8,812.50		8,399.74
05/01/2028	164,762.50		164,762.50	150,950.00	13,812.50	22,625.00	13,117.70
11/01/2028	11,387.50		11,387.50	4,500.00	6,887.50		6,517.27
05/01/2029	171,387.50		171,387.50	149,500.00	21,887.50	28,775.00	20,635.66
11/01/2029	7,747.50		7,747.50	3,050.00	4,697.50		4,412.73
05/01/2030	172,747.50		172,747.50	153,050.00	19,697.50	24,395.00	18,436.15
11/01/2030	3,952.50		3,952.50	1,550.00	2,402.50		2,240.48
05/01/2031	173,952.50		173,952.50	156,550.00	17,402.50	19,805.00	16,169.91
	1,823,931.25	25,688.54	1,798,242.71	1,566,419.72	231,822.99	231,822.99	222,837.33

Savings Summary

PV of savings from cash flow	222,837.33
Plus: Refunding funds on hand	3,037.19
Net PV Savings	225,874.52

SUMMARY OF REFUNDING RESULTS**2021 Refunding of 2011B**

Dated Date	03/31/2021
Delivery Date	03/31/2021
Arbitrage yield	0.729677%
Escrow yield	0.029595%
Value of Negative Arbitrage	872.69
Bond Par Amount	1,405,000.00
True Interest Cost	0.901546%
Net Interest Cost	0.938670%
All-In TIC	1.694236%
Average Coupon	2.000000%
Average Life	5.744
Par amount of refunded bonds	1,420,000.00
Average coupon of refunded bonds	4.472393%
Average life of refunded bonds	5.956
PV of prior debt to 03/31/2021 @ 0.729677%	1,753,235.67
Net PV Savings	225,874.52
Percentage savings of refunded bonds	15.906656%

BOND SUMMARY STATISTICS

2021 Refunding of 2011B

Dated Date	03/31/2021
Delivery Date	03/31/2021
Last Maturity	05/01/2031
Arbitrage Yield	0.729677%
True Interest Cost (TIC)	0.901546%
Net Interest Cost (NIC)	0.938670%
All-In TIC	1.694236%
Average Coupon	2.000000%
Average Life (years)	5.744
Weighted Average Maturity (years)	5.802
Duration of Issue (years)	5.473
Par Amount	1,405,000.00
Bond Proceeds	1,504,709.80
Total Interest	161,419.72
Net Interest	75,759.92
Total Debt Service	1,566,419.72
Maximum Annual Debt Service	160,519.72
Average Annual Debt Service	155,304.63
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	106.096783

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	1,405,000.00	107.097	2.000%	5.744
	1,405,000.00			5.744

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,405,000.00	1,405,000.00	1,405,000.00
+ Accrued Interest			
+ Premium (Discount)	99,709.80	99,709.80	99,709.80
- Underwriter's Discount	(14,050.00)	(14,050.00)	
- Cost of Issuance Expense		(62,521.87)	
- Other Amounts			
Target Value	1,490,659.80	1,428,137.93	1,504,709.80
Target Date	03/31/2021	03/31/2021	03/31/2021
Yield	0.901546%	1.694236%	0.729677%

PRIOR SCHEDULE OF PRINCIPAL & INTEREST REQUIREMENTS

2021 Refunding of 2011B

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2021			30,826.25	30,826.25	30,826.25
11/01/2021			30,826.25	30,826.25	
05/01/2022	115,000	3.700%	30,826.25	145,826.25	176,652.50
11/01/2022			28,698.75	28,698.75	
05/01/2023	120,000	3.900%	28,698.75	148,698.75	177,397.50
11/01/2023			26,358.75	26,358.75	
05/01/2024	125,000	4.100%	26,358.75	151,358.75	177,717.50
11/01/2024			23,796.25	23,796.25	
05/01/2025	130,000	4.250%	23,796.25	153,796.25	177,592.50
11/01/2025			21,033.75	21,033.75	
05/01/2026	140,000	4.350%	21,033.75	161,033.75	182,067.50
11/01/2026			17,988.75	17,988.75	
05/01/2027	145,000	4.450%	17,988.75	162,988.75	180,977.50
11/01/2027			14,762.50	14,762.50	
05/01/2028	150,000	4.500%	14,762.50	164,762.50	179,525.00
11/01/2028			11,387.50	11,387.50	
05/01/2029	160,000	4.550%	11,387.50	171,387.50	182,775.00
11/01/2029			7,747.50	7,747.50	
05/01/2030	165,000	4.600%	7,747.50	172,747.50	180,495.00
11/01/2030			3,952.50	3,952.50	
05/01/2031	170,000	4.650%	3,952.50	173,952.50	177,905.00
	1,420,000		403,931.25	1,823,931.25	1,823,931.25

UNREFUNDED SCHEDULE OF PRINCIPAL & INTEREST REQUIREMENTS

2021 Refunding of 2011B

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2021	110,000	3.500%	1,925	111,925	111,925
	110,000		1,925	111,925	111,925

SUMMARY OF BONDS REFUNDED

2021 Refunding of 2011B

PRI - Prior Debt

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2011 Series B, 2011B, BOND:					
	05/01/2022	3.700%	115,000.00	05/01/2021	100.000
	05/01/2023	3.900%	120,000.00	05/01/2021	100.000
	05/01/2024	4.100%	125,000.00	05/01/2021	100.000
	05/01/2025	4.250%	130,000.00	05/01/2021	100.000
	05/01/2026	4.350%	140,000.00	05/01/2021	100.000
	05/01/2027	4.450%	145,000.00	05/01/2021	100.000
	05/01/2028	4.500%	150,000.00	05/01/2021	100.000
	05/01/2029	4.550%	160,000.00	05/01/2021	100.000
	05/01/2030	4.600%	165,000.00	05/01/2021	100.000
	05/01/2031	4.650%	170,000.00	05/01/2021	100.000
			1,420,000.00		



RESOLUTION NO. R-022221-2

TOWNSHIP OF ADA

COUNTY OF KENT, MICHIGAN

**RESOLUTION TO AUTHORIZE ISSUANCE OF
GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS,
SERIES 2021**

Minutes of a regular meeting of the Township Board of the Township of Ada held at the Township Hall in Ada, Michigan, on the 22nd day of February 2021 at 7:00 p.m., Local Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following resolution was offered by Member _____ and supported by Member _____:

WHEREAS, the Township Board of the Township of Ada (the “Township”) previously issued its (1) Capital Improvement Bonds, General Obligation Limited Tax, Series 2011A in the aggregate principal sum of Six Hundred Five Thousand Dollars (\$605,000) in accordance with a bond authorizing resolution adopted by the Township Board on May 23, 2011 (the “Series 2011A Bond Resolution”) and Act 34 of the Public Acts of Michigan of 2001, as amended (“Act 34”) to pay for certain capital improvements within the Township; and (2) Capital Improvement Bonds,

General Obligation Limited Tax, Series 2011B in the aggregate principal sum of Two Million Three Hundred Twenty-five Thousand Dollars (\$2,325,000) in accordance with a bond authorizing resolution adopted by the Township Board on May 23, 2011 (the “Series 2011B Bond Resolution”) and Act 34 to pay for certain other capital improvements within the Township; and

WHEREAS, the Series 2011A Bonds are currently outstanding in the aggregate principal amount of \$345,000, mature annually on May 1 in the years 2021 through 2028, inclusive and bear interest at rates ranging from 3.800% to 4.50%; and

WHEREAS, the Series 2011B Bonds are currently outstanding in the aggregate principal amount of \$1,530,000, mature annually on May 1 in the years 2021 through 2031, inclusive and bear interest at rates ranging from 3.500% to 4.650%; and

WHEREAS, the Township is obligated pursuant to the Series 2011A Bond Resolution and the Series 2011B Bond Resolution to make payments at the times and in the amounts sufficient to pay the principal of and interest on the Series 2011A Bonds and the Series 2011B Bonds (collectively, the “Prior Bonds”) when due and to pay such fees and other expenses as may be incurred on account of said bonds, and the Township has pledged its full faith and credit for repayment of the Prior Bonds; and

WHEREAS, the Township is authorized to refund the Prior Bonds, in whole or in part, prior to maturity, subject to the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and Act 34; and

WHEREAS, the Township intends to use the proceeds of the refunding bonds authorized by this resolution and available funds on hand to enable the Township to call for optional redemption in full all of the Bonds to be Refunded (as defined below) on the next available optional redemption date (the “Redemption Date”) for the Prior Bonds; and

WHEREAS, the Township Board is adopting this resolution to authorize the refunding of the Prior Bonds, in whole or in part.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. **Refunding of Bonds to be Refunded; Period of Usefulness.** For the purpose of reducing the net present value of debt service payments on the Bonds to be Refunded, it is necessary for the Township to issue bonds pursuant to the provisions of this resolution and Act 34, and to apply the proceeds thereof, together with available funds on hand, to pay bond issuance expenses and enable the Township to redeem in full all of the Bonds to be Refunded on the Redemption Date. Based in part upon the determination of the Township set forth in Paragraph 1 of both the Series 2011A Bond Resolution and the Series 2011B Bond Resolution that the estimated period of usefulness of the capital improvements was then not less than twenty (20) years, the Township hereby determines that, as of the date of this resolution, the remaining period of usefulness of the capital improvements funded by the Prior Bonds is estimated to be not less than ten (10) years.

2. **Issuance of Bonds; Plan of Refunding.** The Township shall borrow a sum not to exceed One Million Nine Hundred Thousand Dollars (\$1,900,000), and issue its bonds designated General Obligation Limited Tax Refunding Bonds, Series 2021 (the "Bonds") therefore, pursuant to Act 34, for the purpose of defraying all or a portion of the cost of refunding the Bonds to be Refunded, including payment of the costs of issuance of the Bonds. The remaining cost of refunding the Bonds to be Refunded, if any, shall be paid from any funds then on deposit in the Debt Service Fund established under the Series 2011A Bond Resolution and the Series 2011B Bond Resolution and pledged for payment of principal of, premium, if any, and interest on the

Bonds to be Refunded and any other funds on hand provided by the Township and legally available for that purpose.

3. **Bond Specifications.** The Bonds shall be dated as of the date of delivery to the initial purchaser thereof, shall bear interest at a rate or rates not to exceed 4% per annum, expressed in multiples of 1/8 or 1/100 of 1% or both, to be determined upon the sale thereof, payable on November 1, 2021, and semi-annually thereafter on each May 1 and November 1 until payment of the principal hereof has been made or duly provided for. The Bonds shall be issued in substantially the form and tenor as set forth in Exhibit A attached hereto, shall be in denominations of \$5,000 or any multiple thereof up to the amount of a single maturity, shall be issued in one or more series, shall be numbered from 1 upwards in order of authentication of each series, shall be fully registered and shall be due and payable on May 1 each year and in the amounts as follows:

Maturity	Principal Amount	Maturity	Principal Amount
2022	\$ 170,000	2027	\$ 190,000
2023	170,000	2028	190,000
2024	175,000	2029	145,000
2025	180,000	2030	145,000
2026	185,000	2031	145,000

The Bonds shall not be sold for less than 99% of par value or more than 110% of par value.

The Bonds may be issued as serial bonds or term bonds, or both, in the manner described in the section entitled Term Bond Option in the Official Notice of Sale attached hereto as Exhibit B. In the event any portion of the Bonds are to be issued as term bonds, such bonds shall be subject to such additional terms as shall be consistent with the Official Notice of Sale, designated by the successful bidder for the purchase of the Bonds and approved by the Township Supervisor and Township Treasurer in conjunction with the sale of the Bonds as set forth in Paragraphs 16 and 17 of this Resolution.

Notwithstanding the foregoing or any other provision of this resolution, the Township Supervisor and the Township Treasurer, acting on the written recommendation of PFM Financial Advisors, LLC, as municipal advisor to the Township (the “Registered Municipal Advisor”) with respect to the Bonds, are hereby authorized to adjust the final bond terms set forth herein to the extent necessary or convenient to complete the transactions authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34 including, but not limited to, determinations regarding which of the Prior Bonds shall be refunded with proceeds of the Bonds (the “Bonds to be Refunded”), the Redemption Date, maximum interest rates, discounts, maturities, principal amounts, denominations, dated dates, dates of issuance, principal and interest payment dates, redemption rights, designation of series, and other matters, it being understood that any such adjustment in the final bond terms made by the Township Supervisor and the Township Treasurer shall be made in anticipation of and preparation for the sale of the Bonds by a competitive sale as more particularly described in Paragraph 15 of this Resolution, that the rates of interest payable on the Bonds shall be determined upon the competitive sale of the Bonds, and that any provisions relating to the term bonds and mandatory redemption shall be established in accordance with the preceding paragraph. The determinations by the Township Supervisor and the Township Treasurer in accordance with this Resolution shall be made in writing in substantially the form attached to this Resolution as Exhibit C.

Notwithstanding the foregoing, the authority of the Township Supervisor and the Township Treasurer is subject to the following limitations:

- (a) The principal amount of the Bonds shall not exceed \$1,900,000;

- (b) A net present value savings of at least 2% of the Prior Bonds to be refunded shall exist upon the sale of the Refunding Bonds;
- (c) The true interest cost of the Bonds shall not exceed 3.5%;
- (d) The purchase price of the Bonds shall not be less than 99% of par value; and
- (e) The final maturity of the Bonds shall not be later than the final maturity date of the Bonds to be Refunded.

The Bonds may be issued in book-entry only form as one bond per maturity, fully registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. If this option is selected, DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry only form in authorized denominations, and purchasers will not receive certificates representing their interest in Bonds purchased. If the Bonds are issued in book-entry only form, provisions in this Resolution to the contrary shall be of no force or effect unless and until the book-entry only system is suspended. The Township Supervisor and the Township Treasurer are authorized to determine whether the Bonds shall be issued in book-entry only form, to make such changes in the form of the Bonds as shall be necessary or convenient to enable the Bonds to be issued in book-entry only form, and to execute such documents as may be required to enable the Bonds to be so issued.

In the alternative, a single bond may be used incorporating all maturities.

4. **Payment of Principal and Interest.** The Bonds and the interest thereon shall be paid in lawful money of the United States of America by the Bond Registrar, as defined in Paragraph 7, below. Interest shall be paid when due by check or draft drawn on the Bond Registrar and mailed by first class mail or other acceptable method to the registered owners of record as of the 15th day prior to the date payments are due and payable, or such other record dates as the

Township Supervisor and the Township Treasurer shall determine. Principal shall be payable at the principal office of the Bond Registrar upon presentation and surrender of the corresponding bond certificate.

5. **Redemption of Bonds Prior to Maturity.** Principal of the Bonds designated by the original purchaser of the Bonds as a term maturity shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on the redemption dates and in the principal amounts corresponding to the scheduled maturities. When term bonds are purchased by the Township and delivered to the Bond Registrar for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Township.

Notwithstanding the mandatory redemption of term bonds, if any, the Bonds maturing in the years 2022 through 2031, inclusive, shall not be subject to optional redemption prior to maturity.

6. **Registration of Bonds.** The Bonds shall be registered both as to principal and interest in substantially the form and tenor as set forth in Exhibit A attached hereto. Any individual Bond shall be transferable on the bond register maintained with respect to the Bonds upon the surrender of the individual Bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned Bond, the Bond Registrar shall authenticate and deliver a new Bond or Bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees. Any individual Bond may likewise be exchanged for one or more other Bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Bond being exchanged. Such exchange shall be affected by surrender of the

individual Bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the individual Bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of an individual Bond with proper written instructions, the Bond Registrar shall authenticate and deliver a new Bond or Bonds to the registered owner of the Bond or his or her properly designated transferee or transferees or attorney. A transfer, exchange and registration of Bonds shall be without expense or service charge to the registered holder except for any tax or other governmental charge required to be paid with respect to such transfer, exchange, or registration. The Bond Registrar shall not be required to transfer or exchange Bonds or parts of Bonds which have been selected for redemption.

7. **Duties of Bond Registrar.** A financial institution qualified to act as paying agent and registrar in the State of Michigan shall act on behalf of the Township as paying agent, registrar, and transfer agent (the “Bond Registrar”) with respect to the Bonds. The Bond Registrar shall, upon receipt of sufficient funds from the Township, make timely payments of principal and interest on the Bonds, authenticate the Bonds upon their initial issuance and subsequent transfer to successive holders, act as registrar of the Bonds including the preparation and maintenance of a current register of registered owners of the Bonds, coordinate the transfer of individual Bonds between successive holders, including printing and transferring new certificates, and all other duties set forth in this Resolution or otherwise normally performed by paying, registration and transfer agents. All reasonable fees and expenses of the Bond Registrar shall be paid by the Township. The Township reserves the right to designate through the Township Treasurer an alternate financial institution to act as Bond Registrar for the Bonds and in such event the Township shall mail notice to all registered owners of the Bonds not less than 60 days prior to the effective date of said change in Bond Registrar.

8. **Replacement of Bonds.** Upon receipt by the Bond Registrar of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Bond Registrar, the Bond Registrar may deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the Bond Registrar may pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The Bond Registrar for each new Bond delivered or paid without presentation as provided above, shall require the payment by the bondholder of expenses, including counsel fees, which may be incurred by the Bond Registrar and the Township in connection therewith. Any Bond delivered pursuant to the provisions of this Paragraph 8 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

9. **Security for Repayment of Bonds.** The Bonds and the interest thereon shall be the general obligation of the Township secured by the Township's full faith and credit, which shall include the Township's limited tax obligation, within applicable constitutional and statutory limits, and its general funds. The Township shall not have the authority to levy additional taxes to pay principal of and interest on the Bonds over presently existing Township millage limits without a vote of Township electors.

10. **Debt Service Fund.** There shall be established and maintained on the books of the Township a fund to be designated "2021 REFUNDING BONDS DEBT SERVICE FUND" (the "Debt Service Fund"). Into said fund there shall be placed (i) the accrued interest, if any, received at the time of delivery of the Bonds, and (ii) such funds to be used by the Township to pay principal

of, and interest on, the Bonds. As part of the Debt Service Fund, there shall be established and maintained such subaccounts as are deemed necessary and appropriate for the proper administration of the Debt Service Fund and compliance with the requirements of Section 148 of the Code, and the Treasury regulations promulgated thereunder. The principal of, premium, if any, and interest on the Bonds when due shall be paid directly out of the Debt Service Fund or its subaccounts. After payment in full of the Bonds and the interest thereon, or after provision has been made for the payment in full of the Bonds and the interest thereon in accordance with Paragraph 23, the surplus remaining in the Debt Service Fund shall be used for such purposes as required or permitted by law.

11. **Refunding Fund.** There shall be established and maintained on the books of the Township a separate account designated “2021 REFUNDING BONDS REFUNDING FUND” (the “Refunding Fund”). After deducting a sum equal to the amount of any accrued interest from the date of the Bonds to the date of delivery thereof, which sum shall be deposited in the Debt Service Fund in accordance with Paragraph 10 above, the balance of the proceeds of the Bonds shall be deposited into the Refunding Fund as follows:

a. An amount equal to the cost of issuance of the Bonds shall be deposited into a subaccount of the Refunding Fund hereby designated as the “COST OF ISSUANCE ACCOUNT,” to be used solely to pay costs of issuance of the Bonds;

b. An amount which, when taken together with any funds then on deposit in the Debt Service Fund established under the Series 2011A Bond Resolution and pledged for payment of principal of, premium, if any, and interest on the Bonds to be Refunded which are Series 2011A Bonds and any other funds provided by the Township, shall be sufficient, after taking into account anticipated investment earnings thereon, to pay the principal of, premium, if any, and

interest on the Bonds to be Refunded which are Series 2011A Bonds on, and with respect to interest, prior to, the Redemption Date for the Bonds to be Refunded which are Series 2011A Bonds shall be deposited into a subaccount of the Refunding Fund hereby designated as the “REFUNDING ACCOUNT – SERIES 2011A BONDS,” to be invested in the manner provided by law and used to pay the principal of, premium, if any, and interest on the Bonds to be Refunded which are Series 2011A Bonds on, and with respect to interest, prior to, the Redemption Date for the Bonds to be Refunded which are Series 2011A Bonds.

c. An amount which, when taken together with any funds then on deposit in the Debt Service Fund established under the Series 2011B Bond Resolution and pledged for payment of principal of, premium, if any, and interest on the Bonds to be Refunded which are Series 2011B Bonds and any other funds provided by the Township, shall be sufficient, after taking into account anticipated investment earnings thereon, to pay the principal of, premium, if any, and interest on the Bonds to be Refunded which are Series 2011B Bonds on, and with respect to interest, prior to, the Redemption Date for the Bonds to be Refunded which are Series 2011B Bonds shall be deposited into a subaccount of the Refunding Fund hereby designated as the “REFUNDING ACCOUNT – SERIES 2011B BONDS,” to be invested in the manner provided by law and used to pay the principal of, premium, if any, and interest on the Bonds to be Refunded which are Series 2011B Bonds on, and with respect to interest, prior to, the Redemption Date for the Bonds to be Refunded which are Series 2011B Bonds.

The monies on deposit in the Refunding Fund, including the subaccounts thereof, shall be held in a special trust account and subaccounts of the same names maintained at a qualified bank or trust company designated by the Township Supervisor and the Township Treasurer (the “Escrow Trustee”), invested in the manner required by law and shall be used solely for the

purposes specified above for each such subaccount. Any unexpended balance, including interest earnings, shall be used for such purposes as required by law, including without limitation, transfer to the Debt Service Fund. The Township Treasurer is hereby authorized to execute and deliver on behalf of the Township, if necessary, an Escrow Deposit Agreement with the Escrow Trustee for the purpose of executing the provisions of this Paragraph 11. The Escrow Deposit Agreement shall be substantially in the form attached hereto as Exhibit D (the “Escrow Deposit Agreement”) if determined necessary and with such additions and deletions as shall be determined by the Township Treasurer and Bond Counsel (as defined below) to be in the best interest of the Township. After the disposition of such funds pursuant to the provisions of this paragraph, the Refunding Fund shall be closed.

12. **Duties of Township Treasurer.** The Township Treasurer shall keep full and complete records of all deposits to and withdrawals from the Debt Service Fund and the Refunding Fund and of all investments of monies in such accounts and other transactions relating thereto. The Township Treasurer is authorized to invest the monies in said accounts in any one or more lawful investments authorized by law for counties and consistent with the Township investment policy, subject, with respect to the Refunding Fund, to the terms and conditions of the Escrow Deposit Agreement.

13. **Revised Municipal Finance Act.** The Township Supervisor is hereby authorized and directed to file a municipal finance qualifying statement with the Michigan Department of Treasury with a goal of achieving qualified status for the Township under section 303(3) of Act 34, and, in the event the Township is determined to have qualified status, the Township shall comply with all applicable requirements of Act 34, including the filing of a security report and the payment of the filing fee required by section 319 of Act 34. In the alternative, a prior approval application

may be prepared and filed for the Bonds and the related filing fee shall be paid in accordance with Act 34 and the Township Treasurer or the Township Supervisor is authorized and directed to execute said application on behalf of the Township.

14. **Tax Covenant; Qualified Tax Exempt Obligations.** The Township covenants to comply with all requirements of the Code necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for purposes of federal income taxation (as opposed to alternative minimum or other indirect taxation). The Township hereby designates the Bonds as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions under the provisions of Section 265(b)(3) of the Code, it being reasonably anticipated that the aggregate amount of tax exempt obligations which will be issued during 2021 by the Township and all subordinate entities to the Township shall not exceed \$10,000,000. The Township Treasurer, the Township Supervisor and other appropriate Township officials, acting for and on behalf of the Township, are authorized and directed to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes and that the Bonds will be and remain binding and valid obligations of the Township.

15. **Sale of Bonds.** Bonds shall be sold at a competitive sale in accordance with the Official Notice of Sale referenced in Paragraph 17 below and applicable state law. Sealed bids for the purchase of the Bonds shall be received up to such time as shall later be determined by the Township Supervisor and Township Treasurer.

16. **Award of Sale of Bonds.** In accordance with Section 315(1)(d) of Act 34 and Paragraph 15 of this Resolution, for a competitive sale of the Bonds, the Township Supervisor and Township Treasurer are hereby authorized and directed to award the sale of the Bonds to the bidder

whose bid produces the lowest true interest cost to the Township to be determined as set forth in the Official Notice of Sale attached hereto as Exhibit B.

17. **Official Notice of Sale.** An Official Notice of Sale, substantially in the form set forth in Exhibit B, attached hereto, with such additions or deletions as shall be approved by the Township Supervisor and Treasurer, shall be published once in accordance with the law in *The Bond Buyer*, which is a publication printed in the English language and circulated in the State of Michigan, which carries as a part of its regular service notices of the sale of municipal bonds and notes, at least seven (7) days before the date fixed for sale of the Bonds.

18. **Official Statement.** The Township Supervisor, Township Treasurer and other County officials are authorized to cause the preparation of a near final official statement and a final official statement for the Bonds for the purpose of enabling compliance with SEC Rule 15c2-12 (the “Rule”), and the Township Supervisor and the Township Treasurer are authorized to execute and deliver the final official statement on behalf of the Township, and to do all other things necessary to enable compliance with the Rule. The use of the official statement by the Underwriter in the public offering and sale of the Bonds is hereby authorized. After the award of the Bonds, the Township will provide an electronic copy of the final official statement at its expense (and such additional copies of the final official statement as reasonably requested by, and at the expense of, the successful bidder or bidders to enable the successful bidder or bidders to comply with the Rule and the rules of the Municipal Securities Rulemaking Board).

19. **Continuing Disclosure.** The Township hereby covenants and agrees, for the benefit of the holders of the Bonds, to cause the execution of a Continuing Disclosure Agreement in substantially the form attached hereto as Exhibit E, as the written undertaking of the Township (the “Undertaking”) required by the Rule and to provide continuing disclosure of certain financial

information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. This Undertaking shall be enforceable by the holders of the Bonds in the manner set forth therein and any failure by the Township to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds. The Undertaking is hereby approved in the form attached and the Township Supervisor and the Township Treasurer are hereby authorized and directed to execute the Undertaking and deliver the same for and on behalf of the Township in conjunction with the delivery of the Bonds in the form approved by this Resolution, together with such additions and deletions as said officers deem to be appropriate and in the best interest of the Township (in such number of counterparts as may be desirable).

20. **Registered Municipal Advisor.** PFM Financial Advisors, LLC of Ann Arbor, Michigan, is hereby retained by the Township as the Registered Municipal Advisor in connection with the issuance and sale of the Bonds.

21. **Bond Counsel.** Mika Meyers PLC, attorneys of Grand Rapids, Michigan, is hereby retained by the Township as bond counsel (“Bond Counsel”) in connection with the issuance and sale of the Bonds.

22. **Execution and Delivery of Bonds.** The Township Supervisor and Township Clerk are authorized and directed to execute the Bonds in substantially the form approved with such necessary variations, omissions, corrections and insertions as they deem appropriate and are required for and on behalf of the Township, manually or by facsimile signature for and on behalf of the Township, and, if the Township has a seal, to place thereon the Township Seal or a facsimile thereof; provided that the Bonds shall be executed by the facsimile signatures of the said Supervisor and Township Clerk only if the bonds are thereafter manually authenticated by the Bond Registrar. The Township Supervisor, Clerk and Treasurer are authorized and directed to

execute and deliver on behalf of the Township such other certificates, affidavits, investment agreements or other documents or other instruments, including applications for ratings or municipal bond insurance, as may be required by the initial purchaser (the "Purchaser") of the Bonds, Bond Counsel or the Registered Municipal Advisor or convenient to effectuate the execution and delivery of the Bonds. Upon execution of the Bonds, the Township Treasurer is hereby authorized and directed to deliver or cause to be delivered the Bonds to the Purchaser, upon receipt of the purchase price therefor less any discount and plus any premium and accrued interest, if any, to the date of delivery. The Township shall furnish the Bonds ready for execution without expense to the Purchaser. The Township shall also furnish without expense to the Purchaser at the time of delivery of the Bonds, the approving opinion of Bond Counsel approving the legality of the Bonds. The Bonds will be delivered at the expense of the Township in such place as agreed upon with the Purchaser. The proceeds of the Bonds shall be deposited into the Debt Service Fund and the Refunding Fund, as provided in Paragraphs 10 and 11, above.

23. **Defeasance.** In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or such earlier date as the Bonds are subject to redemption in full, the principal of, premium, if any, and interest on the Bonds, shall have been deposited in trust, this Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

24. **Notice of Redemption of Bonds to be Refunded.** Following the execution and delivery of the Bonds to the Purchaser and the payment of the Bonds by the Purchaser, the Township Treasurer is hereby directed to give irrevocable instructions to the bond registrar for the Bonds to be Refunded to have such bond registrar call the Bonds to be Refunded for redemption on the Redemption Date by signing and delivering a notice of redemption to that effect by first-class mail, postage prepaid, to the registered owners of the Bonds to be Refunded at the registered address as shown on the registration books kept by such bond registrar, it being understood that the necessary directions for redemption of the Bonds to be Refunded may be embodied in the Escrow Deposit Agreement authorized by Paragraph 11 of this Resolution.

25. **Authorized Officers.** In the absence or disability of the Township Treasurer, the Deputy Treasurer shall act in his stead. In the event of the absence or disability of the Township Clerk, the Deputy Clerk shall act in her stead.

26. **Prior Resolutions.** All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Members: _____
NAYS: Members: _____
ABSTAIN: Members: _____

RESOLUTION DECLARED ADOPTED.

Jacqueline Smith, Clerk
Township of Ada

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

I, the undersigned, the duly qualified and acting Clerk of the Township of Ada, Kent County, Michigan (the "Township"), do hereby certify that the foregoing is a true and complete

copy of a resolution adopted by the Township Board at a regular meeting held on the 22nd day of February 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 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 hereto affixed my official signature this _____ day of February 2021.

Jacqueline Smith, Clerk
Township of Ada

This bond is one of a series of bonds of like date and tenor except as to date of maturity and rate of interest aggregating the principal sum of \$_____ (the "Bonds") issued by the Township under and pursuant to and in full conformity with the Constitution and statutes of Michigan (especially Act 34 of the Public Acts of Michigan of 2001, as amended) and a bond authorizing resolution adopted by the Township Board (the "Bond Authorizing Resolution") for the purpose of refunding [all][that portion] of the Township's outstanding Capital Improvement Bonds, General Obligation Limited Tax, Series 2011A, dated June 28, 2011, maturing in the years 2021 through 2028 and refunding [all][that portion] of the Township's outstanding Capital Improvement Bonds, General Obligation Limited Tax, Series 2011B, dated June 28, 2011, maturing in the years 2021 through 2031. The bonds of this series are a general obligation of the Township secured by the Township's full faith and credit, which shall include the Township's limited tax obligation, within applicable constitutional and statutory tax limits, and its general funds. Taxes levied by the Township to pay the principal of and interest on this series are subject to constitutional, charter and statutory limits.

[MANDATORY REDEMPTION]

[The Bonds maturing _____ 1, 20____, and _____ 1, 20____ (the "Term Bonds") are subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the date fixed for redemption. When a Term Bond is purchased by the Township and delivered to the Bond Registrar for cancellation or is redeemed in a manner other than by mandatory redemption, the principal amount of the Term Bond, to be so redeemed shall be reduced by the principal amount of the Term Bond so redeemed or purchased in the order determined by the Township.

Redemption Date	Principal Amount
_____ 1, 20____	\$ _____
_____ 1, 20____	\$ _____ (Term Bond Maturity)
_____ 1, 20____	\$ _____
_____ 1, 20____	\$ _____ (Term Bond Maturity)]

Notwithstanding the mandatory redemption of term bonds, if any, the Bonds maturing in the years 2022 through 2031, both inclusive, shall not be subject to optional redemption prior to maturity.

In the event a Bond maturing in any one year is redeemed in part, the unredeemed remaining principal portion of the Bond shall in no event be less than the minimum authorized denomination of \$1,000.

Notice of redemption of any Bond shall be given at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner or owners at the registered addresses shown on the registration books kept by the Bond Registrar. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of greater than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that upon surrender of the bond to be redeemed a new Bond or Bonds in aggregate

principal amount equal to the unredeemed portion of the bond surrendered shall be issued to the registered owner thereof. No further interest payment on the Bonds or portions of the Bonds called for redemption shall accrue after the date fixed for redemption, whether or not the Bond is presented for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

This Bond has been designated by the Township as a “qualified tax exempt obligation” under the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This bond is transferable, as provided in the Bond Authorizing Resolution, on the bond registration books of the Bond Registrar upon surrender of this bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon such transfer, one or more fully registered bonds with minimum authorized denominations up to the amount of a single maturity in the same aggregate principal amount and the same maturity and interest rate, will be issued to the designated transferee or transferees. The Bond Registrar shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of the Bonds have been done, exist and have happened in due time and form as required by law, and that the total indebtedness of the Township, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitations.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Authorizing Resolution until the Certification of Registration and Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, the Township of Ada, Michigan, by its Township Board, has caused this bond to be executed in its name by the manual (or facsimile) signatures of the Township Supervisor and the Township Clerk and its Township seal (or a facsimile thereof) to be impressed or imprinted hereon.

TOWNSHIP OF ADA

(SEAL)

By: _____
Jacqueline Smith, Township Clerk

By: _____
Ross A. Leisman, Township Supervisor

CERTIFICATION OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Authorizing Resolution and has been registered in the name of the payee designated on the face hereof in the Register maintained for the Issuer thereof.

As Bond Registrar

Date of
Authentication: _____

By _____

Its Authorized Representative

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____
the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for registration
thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible
guarantor institution participating in a
Securities Transfer Association recognized
signature guarantee program.

NOTICE: The signature(s) to this assignment
must correspond with the name as it appears
upon the face of the within Bond in every
particular, without alteration or enlargement or
any change whatever.

The Bond Registrar will not affect transfer of this Bond unless the information concerning
the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held
by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first-named transferee if held by joint account)

EXHIBIT B

OFFICIAL
NOTICE OF SALE
TOWNSHIP OF ADA
COUNTY OF KENT
STATE OF MICHIGAN

\$ _____

GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS, SERIES 2021

ELECTRONIC BIDS for the purchase of the above Bonds will be received on _____, the _____ day of _____, 2021, until _____ .m., prevailing Eastern Time, in the following manner:

By submittal to the Municipal Advisory Council of Michigan at munibids@macmi.com; provided that electronic bids must arrive before the time of sale and the bidder bears all risks of transmission failure, or

By Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose either electronic bid option but not both.

AWARD OF THE BONDS will be made to the successful bidder by the Township no later than _____ p.m. on _____, 2021.

BOND DETAILS: The Bonds will be in fully registered form and in \$5,000 denominations or such multiples thereof up to the amount of a single maturity; will bear interest from their date payable on November 1, 2021, and semi-annually thereafter, will be dated the date of delivery, will be numbered in direct order of maturity from 1 upwards, and will mature serially on May 1 in the years and amounts as follows:

Maturity	Principal Amount	Maturity	Principal Amount
2022	\$ 170,000	2027	\$ 190,000
2023	170,000	2028	190,000
2024	175,000	2029	145,000
2025	180,000	2030	145,000
2026	185,000	2031	145,000

MATURITY ADJUSTMENT: The aggregate principal amount of this issue is believed to be the amount necessary to provide adequate funds to refund the prior bonds and to pay transactional costs. The Issuer reserves the right to decrease the aggregate principal amount of the Bonds after

receipt of the bids and prior to final award. Such adjustment, if necessary, will be made in increments of \$5,000 and may be made in any maturity.

ADJUSTMENT TO PURCHASE PRICE: The purchase price of the Bonds will be adjusted proportionately to the adjustment in principal amount of the Bonds and in such manner as to maintain as comparable an underwriter spread as possible to that bid.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding 4% per annum, to be fixed by the bids therefore, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one Bond shall be at one rate only and all Bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed three percent (3%) per annum. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE LESS THAN THE INTEREST RATE BORNE BY BONDS MATURING IN THE PRECEDING YEAR. No proposal for the purchase of less than all of the Bonds or at a price less than 99% or more than 110% of their par value will be considered.

BOOK-ENTRY ELIGIBLE: The Bonds will be issued in book-entry only form as one bond per maturity fully registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry only form, in the denomination of \$5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in bonds purchased. The book-entry-only system is described further in the preliminary Official Statement for the Bonds.

TERM BOND OPTION: Bidders shall have the option of designating any one or more maturities of Bonds maturing in the years 2022 through 2031, inclusive, as serial bonds or term bonds, or both. A term bond may consist of bonds subject to optional redemption or bonds not subject to optional redemption but may not consist of both types of bonds. There may be more than one term bond maturity. The bid must designate whether each of the principal amounts shown above for the years 2022 through 2031, inclusive, represent a serial maturity, a mandatory redemption requirement for a term bond or a term bond maturity. Any such designation must be made within twenty-four (24) hours of the Bond sale.

PRIOR REDEMPTION: Other than mandatory redemption of term bonds, if any, Bonds maturing in the years 2022 to 2031, both inclusive, shall not be subject to redemption prior to maturity.

Notice of the call of any Bonds for redemption shall be given by first-class mail by the Bond Registrar, no less than thirty (30) days prior to the date fixed for redemption, to the registered owners of record at the registered addresses shown on the registration books kept by the Bond Registrar. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of greater than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the registered owner thereof. No further interest

payment on the Bonds or portions of the Bonds called for redemption shall accrue after the date fixed for redemption, whether or not the Bond is presented for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

REGISTRATION, TRANSFER AGENT AND PAYING AGENT: Principal (May 1) shall be payable at _____, _____, _____, or such other transfer agent as the Township may hereafter designate by notice mailed to the registered owners not less than 60 days prior to any change in transfer agent. Interest (November 1 and May 1) shall be paid by check mailed to the owner as shown on the registration books of the Township on April 15 with respect to payments due on the immediately succeeding May 1 and on October 15 with respect to payments due on the immediately succeeding November 1. The Bonds will be transferable only upon the registration books of the Township kept by the transfer agent. The first interest payment will be due November 1, 2021.

PURPOSE AND SECURITY: The proceeds of the Bonds, together with other funds of the Township, will be used to refund the Township's outstanding Capital Improvement Bonds, General Obligation Limited Tax, Series 2011A, and Capital Improvement Bonds, General Obligation Limited Tax Series 2011B, which were issued to finance a portion of the costs of acquiring, financing, and operating certain capital improvements within the Township.

MUNICIPAL BOND INSURANCE: The Township will not provide municipal bond insurance for the Bonds. If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the Township has requested and received a rating on the Bonds from a rating agency, the Township shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE TOWNSHIP. In the event the bidder/purchaser obtains bond insurance, the bond insurer shall not be entitled to be designated as an addressee of any opinion of bond counsel related to the Bonds, nor shall the bond insurer be entitled to any reliance letter.

AWARD OF BONDS - TRUE INTEREST COST: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on November 1, 2021 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to _____, 2021 (the anticipated date of delivery of the Bonds) in an amount equal to the price bid, excluding accrued interest.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Mika Meyers PLC, Attorneys of Grand Rapids, Michigan, approving the legality of the Bonds and the original of the opinion will be delivered without expense to the purchaser of the Bonds at the delivery thereof.

The fees of Mika Meyers PLC, for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue their approving opinion as to the validity of the above bonds, Mika Meyers PLC, has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and accordingly, will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

TAX EXEMPTION: The approving opinion of bond counsel will include an opinion to the effect that under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; such opinion will note, however, that certain corporations must take into account interest on the Bonds in determining adjusted current earnings for the purpose of computing such alternative minimum tax. The opinion set forth above will be subject to the condition that the Township comply with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. The Township has covenanted to comply with all such requirements. Bond counsel will express no opinion regarding other federal tax consequences arising with respect to the Bonds.

In addition, the approving opinion of bond counsel will include an opinion to the effect that under existing law, the Bonds and the interest thereon are exempt from all taxation in the State of Michigan except inheritance and estate taxes, and taxes on gains realized from the sale, payment or other disposition thereof.

CERTIFICATE REGARDING “ISSUE PRICE”: The successful bidder must assist the Township in establishing the issue price of the Bonds and will be required to furnish, at least ten (10) days prior to the delivery of the Bonds, a certificate in a form acceptable to bond counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

The certificate will set forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications with such modifications as may be appropriate or necessary in the sole judgment of bond counsel. The Township intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (i) the Township shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (ii) all bidders shall have an equal opportunity to bid;

- (iii) the Township may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (iv) the Township anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. Unless the bidder intends to hold the Bonds for its own account with no intention to offer the Bonds to the public, the bidder, by submitting a bid, represents to the Township that the bidder has an established industry reputation for underwriting new issuances of municipal bonds.

In the event that the competitive sale requirements are not satisfied, the Township shall so advise the winning bidder. The Township shall treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Township if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Township will not require bidders to comply with the "hold the offering price" rule and, therefore, does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Township the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds

of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person who is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person who agrees pursuant to a written contract with the Township (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person who agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date that the Bonds are awarded by the Township to the winning bidder.

In addition, if the successful bidder obtains a municipal bond insurance policy or other credit enhancement for the Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Bonds, to certify whether the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement.

QUALIFIED TAX EXEMPT OBLIGATIONS: The Bonds have been designated as “qualified tax exempt obligations” for purposes of deduction of interest by financial institutions.

OFFICIAL STATEMENT: The Township’s Preliminary Official Statement, dated _____, 2021, including the Official Notice of Sale and the Bid Form, may be obtained by contacting the Township’s Registered Municipal Advisor whose address and telephone number is set forth below. The Preliminary Official Statement is in a form “deemed final” as of its date by the Township for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1) but is subject to revision, amendment and completion in a final Official Statement. The successful bidder shall supply to the Township within twenty-four (24) hours after the award of the Bonds all necessary pricing and other information necessary to complete the final Official Statement.

The Township will furnish the successful bidder a final Official Statement relating to the Bonds, in electronic format only, within seven (7) business days from the date of the sale so as to permit the successful bidder to comply with Securities and Exchange Commission Rule 15c2-12. Printed copies of the final Official Statement will be supplied by the Township's Registered Municipal Advisor upon the purchaser's request and agreement to pay the costs of those copies. The Township agrees to provide to the successful bidder at closing a certificate executed by appropriate officers of the Township acting in their official capacities, to the effect that as of the date of delivery the information contained in the Official Statement, and any supplement to the Official Statement, relating to the Township and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE: In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the Township will undertake to provide certain annual financial information and notices of the occurrence of certain events, if material for the benefit of the holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Agreement to be executed and delivered by the Township, a form of which is included in the Preliminary Official Statement and will also be included in the final Official Statement.

DELIVERY OF BONDS: The Township will furnish Bonds ready for execution at its expense at such location as approved by the Township. The usual Closing documents, including a continuing disclosure agreement and a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds. If the Bonds are not tendered for delivery by twelve noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw his proposal by serving notice of cancellation, in writing, on the undersigned in which event the Township shall promptly return the good faith deposit without interest. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBER: CUSIP numbers will be printed on the Bonds at the Purchaser's election and expense. The printing of incorrect CUSIP numbers or the failure to print the CUSIP numbers on the Bonds shall not constitute cause for the purchaser to refuse delivery of the Bonds.

REGISTERED MUNICIPAL ADVISOR: Further information, including a copy of the Official Statement prepared for the Bonds, may be obtained from the Township's Registered Municipal Advisor, PFM Financial Advisors, LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108, Telephone (734) 994-9700, Facsimile (734) 994-9710.

BIDDER CERTIFICATION: By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-linked Business" as defined in Act 517 of the Public Acts of Michigan of 2012, being MCL 129.311 et seq., and bidder may be required to execute and deliver a certificate, in a form prepared by Bond Counsel, to that effect.

ENVELOPES: Envelopes containing the bids should be plainly marked “Proposal for Series 2021 Refunding Bonds.”

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Ross A. Leisman, Supervisor
Township of Ada

EXHIBIT C

ORDER APPROVING SALE AND TERMS OF BONDS

We, the undersigned Township Supervisor and the Township Treasurer of the Township of Ada (the "Township"), hereby approve the sale of, and the following terms of, the Township's General Obligation Limited Tax Refunding Bonds, Series 2021 (the "Bonds"), pursuant to authorization set forth in the Resolution to Authorize Issuance of the Township's General Obligation Limited Tax Refunding Bonds, Series 2021, adopted by the Township Board on _____, 2021 (the "Bond Authorizing Resolution"), and based upon the written recommendation of the Registered Municipal Advisor (as defined in the Bond Authorizing Resolution):

1. The Bonds shall be sold to _____ (the "Purchaser") and dated as of _____.
2. The principal amount of the Bonds shall be \$ _____;
3. The Official Notice of Sale, as printed in the _____, 2021 edition of *The Bond Buyer*, is approved.
4. The Bonds shall mature and bear interest as follows:

Maturity (_____ 1)	Principal <u>Amount</u>	Rate of <u>Interest</u>
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*Term Bond

5. Interest shall be paid semi-annually on the Bonds on _____ 1 and _____ 1 of each year commencing _____ 1, _____.
6. The record dates shall be _____ 15 and _____ 15, respectively, with respect to payments of principal and interest due on the Bonds on _____ 1 and _____ 1.
7. The Bonds shall not be subject to optional redemption prior to maturity.
8. The Bonds shall be issued in minimum denominations of \$ _____ or any \$ _____ increment in excess of \$ _____ up to the aggregate principal amount of a single maturity.
9. The Bonds shall be issued in book-entry only form.
10. The proceeds of the Bonds shall be used to refund the Bonds to be Refunded (within the meaning of the Bond Authorizing Resolution), which shall include the maturities on the Prior Bonds (within the meaning of the Bond Authorizing Resolution) due on May 1 in the years 2022 through 2031 (inclusive). The Redemption Date for the Bonds to be Refunded shall be May 1, 20__.

11. Based on the Refunding Analysis dated _____, 2021 prepared by the Registered Municipal Advisor (as defined in the Bond Authorizing Resolution), the net present value savings on the Prior Bonds to be refunded is __%. In addition, the Township's Registered Municipal Advisor has determined that the future debt service savings is \$_____.

12. The Bond Registrar shall be _____, _____, Michigan.

13. The Escrow Agent shall be _____, _____, Michigan.

14. The Verification Agent shall be _____ of _____, _____.

15. The Refunding Bonds Refunding Fund shall be funded in the following manner:

Proceeds of the Refunding Bonds	\$
Funds on Hand in the Debt Service Fund for the Bonds to be Refunded	\$
Other	\$ _____
Total	\$

[16. Additional terms applicable to the Bonds, if any.]

Dated: _____, 2021

Ross A. Leisman, Supervisor
Ada Township

Kevin Moran, Treasurer
Ada Township

EXHIBIT D

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, is dated as of _____, 20__, by and among the TOWNSHIP OF ADA, a Michigan general law township (the “Township”) and _____, a national banking association, as escrow trustee (the “Escrow Trustee”).

WHEREAS, the Township has issued and delivered its \$_____ General Obligation Limited Tax Refunding Bonds, Series 2021, dated as of _____, 20__ (the “Refunding Bonds”), pursuant to a bond authorizing resolution adopted by the Township Board on _____, 2021, and the _____ executed by the Township _____ (together, the “Refunding Bond Resolution”) for the purpose of refunding a portion of the Township’s \$605,000 original aggregate principal amount of Capital Improvement Bonds General Obligation Limited Tax, Series 2011A, dated June 28, 2011 (the “Series 2011A Bonds”) and the Township’s \$2,325,000 Capital Improvement Bonds, General Obligation Limited Tax, Series 2011B, dated June 28, 2011 (the “Series 2011B Bonds”) (collectively, the Series 2011A Bonds and the Series 2011B Bonds are referred to as the “Prior Bonds”); and

WHEREAS, the Series 2011A Bonds were issued under and pursuant to a resolution adopted by the Township Board on May 23, 2011 (the “2011A Bond Resolution”); and

WHEREAS, the Township has determined to provide for the defeasance of the outstanding Series 2011A Bonds maturing on May 1 in each of the years 2022 through 2028, inclusive (the “Bonds to be Defeased”), which will be outstanding in the aggregate principal sum of \$_____ at the time of the deposit in escrow; and, and the Township has provided sufficient funds to the Township for that purpose; and

WHEREAS, the Series 2011B Bonds were issued under and pursuant to a resolution adopted by the Township Board on May 23, 2011 (the “2011B Bond Resolution”); and

WHEREAS, the Township has determined to provide for the defeasance of the outstanding Series 2011B Bonds maturing on May 1 in each of the years 2022 through 2031, inclusive (the “Bonds to be Defeased”), which will be outstanding in the aggregate principal sum of \$_____ at the time of the deposit in escrow; and, and the Township has provided sufficient funds to the Township for that purpose; and

WHEREAS, the 2011A Bond Resolution and the 2011B Bond Resolution shall be referenced jointly as the “Prior Bond Resolution.”

WHEREAS, _____, a national banking association, is the bond registrar and paying agent (the “Paying Agent”) with respect to the Bonds to be Defeased; and

WHEREAS, the parties have determined to provide for payment of the Bonds to be Defeased in accordance with Paragraph 21 of the Prior Bond Resolution by depositing with the Escrow Trustee, sufficient cash and noncallable direct obligations of the United States of America, the principal of and interest on which, when due and payable, will provide sufficient money to pay

the principal of, premium, if any, and interest on the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Receipt of Bond Resolution. Receipt of a true and correct copy of the Prior Bond Resolution and the Refunding Bond Resolution is acknowledged by the Escrow Trustee.

Section 2. Creation of Escrow Deposit Fund. There is created and established with the Escrow Trustee a special and irrevocable escrow fund designated the “2021 Capital Improvement Refunding Bonds, Refunding Fund” (the “Escrow Deposit Fund”), to be held in trust by the Escrow Trustee on behalf of the Township, separate and apart from other funds of the Escrow Trustee and the Township, if any. The Escrow Trustee shall create within the Escrow Deposit Fund an account designated the “Refunding Account” and an account designated the “Cost of Issuance Account.”

Section 3. Funding of the Escrow Deposit Fund; Purchase of Government Obligations. Concurrently with the execution and delivery of this Agreement, the Township shall transfer or cause to be transferred to the Escrow Trustee (a) for deposit in the Refunding Account of the Escrow Deposit Fund the sum of \$ _____ from proceeds of the Refunding Bonds and from _____, and (b) for deposit in the Cost of Issuance Account of the Refunding Fund the sum of \$ _____ from proceeds of the Refunding Bonds and from _____. The Escrow Trustee shall use such funds in the Refunding Account of the Escrow Deposit Fund to purchase on behalf of the Township the noncallable direct obligations of the United States of America listed in Exhibit A attached hereto. The noncallable direct obligations of the United States of America deposited into the Refunding Account of the Escrow Deposit Fund shall hereafter be referred to as the “Escrowed Securities.” The funds in the Cost of Issuance Account of the Escrow Deposit Fund shall remain uninvested until used in accordance with this agreement.

Section 4. Acceptance of Escrow; Application of Escrow Deposit Fund; Irrevocable Call for Redemption. The Escrow Trustee accepts the money and investments deposited pursuant to this Escrow Deposit Agreement. The deposit of the money and investments in the Escrow Deposit Fund shall constitute an irrevocable deposit of the money and investments and the interest earned thereon for the benefit of the holders of the Bonds to be Defeased and such money and investments, together with any interest earned thereon, shall be held in trust and shall be applied solely to (a) from monies in the Refunding Account of the Escrow Deposit Fund, the payment of the principal of, premium, if any, and interest on, the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto, and (b) from monies in the Cost of Issuance Account of the Escrow Deposit Fund, the payment of the costs of issuance of the Refunding Bonds as approved by the Township. The Township irrevocably exercises its option under Paragraph 5 of the Prior Bond Resolution to direct the Paying Agent to call the Bonds to be Defeased maturing on and after _____ 1, 20__, for redemption on _____ 1, 20__ (the “Redemption Date”).

Section 5. Investment Powers; Substitution of Investments; Reinvestment; Section 148 Matters; Deficits and Surpluses.

a. The Escrow Trustee shall apply the cash and the Escrowed Securities deposited in the Escrow Deposit Fund and the investments purchased therefrom, if any, together with any interest earned thereon, in accordance with the provisions of this Escrow Deposit Agreement. Except as otherwise expressly provided in this Escrow Deposit Agreement, the Escrow Trustee shall have no power or duty to invest any money in the Escrow Deposit Fund or to make substitutions of the investments held in the Escrow Deposit Fund or to sell, transfer or otherwise dispose of the investments acquired pursuant to this Escrow Deposit Agreement.

b. At the written direction of the Township, and upon compliance with the conditions hereinafter stated, the Escrow Trustee shall have the power to sell, transfer, otherwise dispose of or request the redemption of the investments of the Escrow Deposit Fund and to substitute therefor other noncallable direct obligations of the United States of America (other than unit investment trusts and mutual funds) (the "Substituted Investments"). The Escrow Trustee shall purchase such Substituted Investments with the proceeds derived from the sale, transfer, disposition or redemption of money or investments in the Escrow Deposit Fund. The substitution of investments described above may be effected only if: (i) the Escrow Trustee shall have received a written opinion of a firm of independent certified public accountants that, upon completion of such substitution, the money and Substituted Investments, including the interest to be earned thereon (but not including the reinvestment of interest, if any), together with the money and other Substituted Investments previously deposited into the Escrow Deposit Fund pursuant to this Section and the Escrowed Securities held by the Escrow Trustee in the Escrow Deposit Fund, including the interest thereon, will be no less than an amount sufficient, without reinvestment, to pay the principal of, premium, if any, and interest on the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto; and (ii) the Township shall have furnished the Escrow Trustee with a written opinion of legal counsel acceptable to the Township to the effect that the substitution is then permitted by law and permitted by this Escrow Deposit Agreement and will not cause any of the Prior Bonds or Refunding Bonds to become an "arbitrage bond" as defined in Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and will not otherwise adversely affect the exclusion of the interest on any of the Prior Bonds or the Refunding Bonds from gross income for purposes of federal income taxation.

c. At the written direction of the Township, the Escrow Trustee shall have the power to reinvest proceeds of the Escrowed Securities held by the Escrow Trustee only if: (i) such reinvestment is as contemplated by the written opinion of a firm of independent certified public accountants, delivered on the date of execution and delivery of this Agreement, as to the sufficiency of the cash balance and Escrowed Securities deposited to the Escrow Deposit Fund to pay the principal of, premium, if any, and interest on, the Bonds to be Defeased, or (ii) the Escrow Trustee shall have received (A) a written opinion of a firm of independent certified public accountants that, upon completion of such reinvestment, the amount on deposit in the Escrow Deposit Fund, including the interest thereon, will be sufficient to pay the principal of, premium, if any, and interest on, the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto and (B) a written opinion of legal counsel, acceptable to the Township, that such reinvestment will not cause the Prior Bonds or Refunding Bonds to become "arbitrage bonds" as defined in Section 148(a) of the Code and will not otherwise adversely affect the exclusion of the

interest on the Prior Bonds or Refunding Bonds from gross income for purposes of federal income taxation.

d. If the Escrow Trustee receives (i) a written opinion of a firm of independent certified public accountants, acceptable to the Township, that the money and investments in the Refunding Account of the Escrow Deposit Fund, including the gains realized and interest earnings thereon without further reinvestment, will be in excess of the amount necessary to pay the principal of, premium, if any, and interest on, the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto, and (ii) a written opinion of legal counsel, acceptable to the Township, that the transfer described in this sentence will not cause the Prior Bonds or Refunding Bonds to become “arbitrage bonds” as defined in Section 148(a) of the Code and will not otherwise adversely affect the exclusion of the interest on the Prior Bonds or Refunding Bonds from gross income for purposes of federal income taxation, the Escrow Trustee shall transfer the amount of such excess in the Refunding Account of the Escrow Deposit Fund to the Township. If the Escrow Trustee receives an opinion of a firm of independent certified public accountants that the money and investments in the Refunding Account of the Escrow Deposit Fund, including the earnings thereon (but not including the reinvestment of interest, if any), will be insufficient for any reason to pay all of the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto, the Township shall pay or cause to be paid to the Escrow Trustee for deposit to the Refunding Account of the Escrow Deposit Fund such sum of money as, in the opinion of such independent certified public accountants, is necessary to remove the insufficiency.

e. In the event the Township is unable to cause to be delivered on the date of execution and delivery of this Agreement all or any part of the Escrowed Securities, then the Township may substitute for the Escrowed Securities different noncallable direct obligations of the United States of America (other than unit investment trusts and mutual funds) (the “Replacement Securities”) for delivery for purchase by the Escrow Trustee on the date of execution and delivery of this Agreement upon receipt of a written opinion of legal counsel acceptable to the Township to the effect that the Replacement Securities will not cause the Prior Bonds or Refunding Bonds to be “arbitrage bonds” as defined in Section 148(a) of the Code and will not otherwise adversely affect the exclusion of the interest on any of the Prior Bonds or Refunding Bonds from gross income for purposes of federal income taxation. The Replacement Securities must be demonstrated by a report of a firm of independent certified public accountants to produce principal and interest, on _____ 1, 20__, in an amount at least equal to the cash flow (principal and interest) of the Escrowed Securities on such date. The proceeds of the Replacement Securities shall be held in cash, uninvested, and used to make the payments that would have been made from the proceeds of the Escrowed Securities. At any time prior to the maturity of the Escrowed Securities, the Township may, upon the direction of the seller of the Replacement Securities to the Township, replace the Replacement Securities with the Escrowed Securities, and, upon the delivery of the Escrowed Securities, the Replacement Securities shall be released by the Escrow Trustee and delivered, together with all cash flow previously produced by the Replacement Securities held by the Escrow Trustee and not required to pay the principal of, premium, if any, and interest on the Bonds to be Defeased (as shall be demonstrated by a verification report of a firm of independent certified public accountants), to the seller of the Replacement Securities.

f. The Township covenants that it will take no action that would cause any part of the money or investments at any time in the Escrow Deposit Fund to be used directly or

indirectly to acquire any investment property, the acquisition of which would cause any of the Prior Bonds or Refunding Bonds to be an “arbitrage bond” as defined in Section 148(a) of the Code or that would otherwise adversely affect the exclusion of the interest on any of the Prior Bonds or Refunding Bonds from gross income for purposes of federal income taxation.

Section 6. Payment of Bonds to be Defeased. The Bonds to be Defeased shall be paid pursuant to the applicable provisions of the Prior Bond Resolution pertaining to the payment of the principal of, premium, if any, and interest on the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto. The Escrow Trustee shall receive the matured principal of and the interest on the Escrowed Securities as the same are payable. On or before each interest or principal payment date on the Bonds to be Defeased, the Escrow Trustee shall withdraw from the Escrow Deposit Fund sufficient money to pay the principal of, premium, if any, and interest on the Bonds to be Defeased on such dates. If any Bonds to be Defeased are not presented for payment, the Escrow Trustee shall retain funds for that purpose in accordance with the provisions therefor contained in the Prior Bond Resolution. If for any reason there is a deficiency in the amount of money available for payment of the principal of, premium, if any, and interest on the Bonds to be Defeased, the Township shall immediately, upon notice of the deficiency from the Escrow Trustee, pay or cause to be paid the amount of the deficiency to the Escrow Trustee for deposit in the Escrow Deposit Fund.

Section 7. Lien of Holders of Bonds to be Defeased on Escrow Deposit Fund. The escrow created hereby shall be irrevocable and the holders of the Bonds to be Defeased shall have an express lien on all money and investments, including the interest earned thereon, in the Refunding Account of the Escrow Deposit Fund until paid out, used and applied in accordance with this Escrow Deposit Agreement.

Section 8. Duties of the Escrow Trustee in Connection With the Defeasance of Bonds to be Defeased. The Township directs the Escrow Trustee, within 30 days after the deposit of the Escrowed Securities or the Replacement Securities into the Escrow Deposit Fund, to cause a notice signed by it, to be mailed, by first-class mail, postage prepaid, to the registered owners of every Bond to be Defeased at the registered address as shown on the registration books of the Township at the close of business on the day on which the Escrowed Securities or the Replacement Securities shall have been deposited with the Escrow Trustee. The notice shall be substantially in the form set forth in Exhibit C attached hereto.

Section 9. Fees and Expenses. The Township agrees to pay to the Escrow Trustee, a one-time fee for performing the services hereunder in the amount of _____ Dollars (\$ ____). In the event that the Escrow Trustee is requested to perform any extraordinary services hereunder (such extraordinary services include all services required in connection with the delivery of Replacement Securities pursuant to Section 5(e) hereof), the Township agrees to pay or cause to be paid reasonable fees to the Escrow Trustee for such extraordinary services, and the Escrow Trustee agrees to look only to the Township for the payment of such fees and reimbursement of such expenses. Except as contemplated by Section 11, the Escrow Trustee agrees that in no event shall it ever assert any claim or lien against the Escrow Deposit Fund for any fees for its services, whether regular or extraordinary, in any capacity, or for reimbursement for any of its expenses.

Section 10. Successor to the Escrow Trustee. If at any time the Escrow Trustee or its legal successor or successors becomes unable, through operation of law or otherwise (but not including withdrawal solely at the request of the Escrow Trustee which shall not be permitted hereunder), to act as Escrow Trustee hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, the Township may appoint another bank or trust company to act on its behalf.

Any successor to the Escrow Trustee shall execute, acknowledge and deliver to the Township an instrument accepting such appointment hereunder and the Escrow Trustee shall execute and deliver an instrument transferring to such successor, subject to the terms of this Escrow Deposit Agreement, including, without limitation, the right of the Escrow Trustee to demand payment from the Township for any unpaid fees and expenses incurred in connection with the provision of extraordinary services of the Escrow Trustee pursuant to Section 9 hereof, and all the rights, powers and trusts of the Escrow Trustee hereunder, including, without limitation, the money and investments in the Escrow Deposit Fund held by the Escrow Trustee. Upon the request of any such successor to the Escrow Trustee, the Township shall cause to be executed any and all instruments in writing for more fully and certainly vesting in and confirming to such successor to the Escrow Trustee all such rights, powers and duties.

Section 11. Application of Escrow Deposit Fund After Payment of Bonds to be Defeased. After payment in full of the principal of, premium, if any, and interest on the Bonds to be Defeased (such principal, premium and interest being deemed paid on the Redemption Date if the Escrow Trustee then holds sufficient funds available therefor) from monies in the Refunding Account of the Escrow Deposit Fund, the payment of costs of issuance approved by the Township from the Cost of Issuance Account of the Escrow Deposit Fund, and the payment of all of the fees and expenses of the Escrow Trustee relating to the Bonds to be Defeased, all remaining money and investments, together with any interest thereon, in the Escrow Deposit Fund shall be transferred by the Escrow Trustee to the Township for immediate deposit in the 2021 Refunding Bonds Debt Service Fund established and maintained under the Refunding Bond Resolution.

Section 12. Records. The Escrow Trustee shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the Escrowed Securities deposited in the Escrow Deposit Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Township and the holders of the Bonds to be Defeased.

Section 13. Reports. For the period beginning on the date hereof and ending on _____, 20__, and for each six-month period thereafter while this Escrow Deposit Agreement remains in effect, the Escrow Trustee shall prepare and send to the Township, by first-class mail within 30 days following the end of such period a written report summarizing all transactions relating to the Escrow Deposit Fund during such period, including, without limitation, credits to the Escrow Deposit Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Deposit Fund for payments on the Bonds to be Defeased or otherwise, together with a detailed statement of all Escrowed Securities, and the cash balance on deposit in the Escrow Deposit Fund as of the end of such period.

Section 14. Notice. Other than as provided in Section 13 of this Escrow Deposit Agreement, any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Escrow Trustee:

If to the Township:

Township of Ada
Attention: Township Treasurer
7330 Thornapple River Dr.
P.O. Box 370
Ada, MI 49301-0370

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than 10 days' prior notice thereof.

Section 15. Termination of Escrow Deposit Agreement. This Escrow Deposit Agreement shall terminate when the principal of, premium, if any, and interest on the Bonds to be Defeased have been fully paid and discharged in accordance with the Prior Bond Resolution and any remaining money and investments together with any interest thereon in the Escrow Deposit Fund have been transferred by the Escrow Trustee to the Township pursuant to Section 11 hereof.

Section 16. Amendment. This Escrow Deposit Agreement is made for the benefit of the Township and the holders from time to time of the Bonds to be Defeased, and it shall not be repealed, revoked, altered or amended without the written consent of (i) all of the holders of the outstanding Bonds to be Defeased, and (ii) the parties hereto; provided, however, that the parties hereto may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Escrow Deposit Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Escrow Deposit Agreement, for any one or more of the following purposes:

- a. to cure any ambiguity or formal defect or omission in this Escrow Deposit Agreement;
- b. to grant to, or confer upon, the Escrow Trustee, for the benefit of the holders of the Bonds to be Defeased, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Trustee;
- c. to subject to this Escrow Deposit Agreement additional funds, securities or properties; and

d. to conform this Escrow Deposit Agreement to the provisions of any law or regulation governing the tax-exempt status of the Prior Bonds or Refunding Bonds in order to maintain the exclusion of the interest on the Prior Bonds or Refunding Bonds from gross income for federal income tax purposes.

The Escrow Trustee shall be entitled to rely exclusively upon an unqualified opinion of legal counsel with respect to compliance with this Section, including the extent, if any, to which (i) any change, modification or addition affects the rights of the holders of the Bonds to be Defeased, or (ii) any instrument executed hereunder complies with the conditions and provisions of this Section.

Section 17. Reliance on Certain Documents. The Escrow Trustee shall incur no liability in acting or proceeding, or in not acting or proceeding, in good faith, reasonably and in accordance with the terms of this Escrow Deposit Agreement, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which the Escrow Trustee shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Deposit Agreement, or upon the written opinion of any attorney, investment banker or accountant believed by the Escrow Trustee to be qualified in relation to the subject matter of such opinion. The Escrow Trustee shall be under no duty to make any investigation or any inquiry as to any statements contained or matters referred to in any such instrument.

Section 18. Limitation on Liability of the Escrow Trustee. The liability of the Escrow Trustee for the payment of the principal of and interest on the Bonds to be Defeased shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Deposit Fund. The Escrow Trustee shall not have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Deposit Fund except for the obligation to notify the Township promptly of any such occurrence.

The Escrow Trustee shall not be liable or responsible for any loss resulting from any investment made in the Escrowed Securities or other investments directed by the Township as permitted hereby or for any other deficiency in the funds required hereunder not resulting from the negligence or violation of the terms thereof by the Escrow Trustee.

The Escrow Trustee shall not be liable or responsible hereunder for any act done or step taken or omitted by it or any mistake of fact or law or for anything which it may do or refrain from doing, except for its negligence or its default in the performance of any obligation imposed upon it hereunder.

The Escrow Trustee shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Section 19. Severability. If any one or more of the covenants or agreements provided in this Escrow Deposit Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be

deemed and construed to be severable, from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Deposit Agreement.

Section 20. Counterparts; Headings. This Escrow Deposit Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original and shall constitute and be but one and the same instrument. The paragraph headings used herein are for convenience of reference only.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and to be delivered all as of the date first above written.

TOWNSHIP OF ADA

By: _____

Its: _____

_____, as Escrow Trustee

By: _____

Its: _____

Exhibit A
To Escrow Deposit Agreement

ESCROWED SECURITIES

U.S. Treasury Type	Par Amount	Maturity Date	Coupon Rate
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Exhibit B
To Escrow Deposit Agreement

ESCROW FUND REQUIREMENTS FOR
BONDS TO BE DEFEASED

TOWNSHIP OF ADA

CAPITAL IMPROVEMENT BONDS,
GENERAL OBLIGATION LIMITED TAX,
SERIES 2011_, DATED JUNE 28, 2011

DATE	PRINCIPAL TO BE REDEEMED	PREMIUM	INTEREST	TOTAL
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Exhibit C
To Escrow Deposit Agreement

[Form of Notice of Defeasance]

NOTICE OF DEFEASANCE

TOWNSHIP OF ADA

CAPITAL IMPROVEMENT BONDS,
GENERAL OBLIGATION LIMITED TAX,
SERIES 2011_, DATED JUNE 28, 2011

NOTICE IS GIVEN that the Township of Ada, Michigan (the "Township"), and _____, as escrow trustee (the "Escrow Trustee"), have entered into an Escrow Deposit Agreement, dated as of _____, 20__ (the "Escrow Deposit Agreement"), to provide for the defeasance [in part] of the Capital Improvement Bonds, General Obligation Limited Tax, Series 2011_, Dated June 28, 2011, (the "Bonds to be Defeased") as follows:

<u>Maturity Date</u>	<u>Principal</u>	<u>CUSIP</u>
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The Bonds to be Defeased will be called for redemption on _____ 1, 20__, at a redemption price equal to the par value of each such Bond to be Defeased, [plus a][without] premium [of ___ one percent].

A sum of money provided by the Township pursuant to the Escrow Deposit Agreement has been used to establish an escrow fund (the "Escrow Deposit Fund") of cash and the noncallable direct obligations of the United States of America described below:

<u>U.S. Treasury Type</u>	<u>Par Amount</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>
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The Bond Resolution pursuant to which the Bonds to be Defeased were issued (the "Bond Resolution") has been released in accordance with Paragraph 20 thereof, except that applicable provisions of the Bond Resolution pertaining to the payment of the principal of and interest on the Bonds to be Defeased shall continue in force until the Bonds to be Defeased have been fully paid. _____, is the bond registrar and paying agent for the Bonds to be Defeased.

The Escrow Deposit Fund will be held by the Escrow Trustee, and will be used to provide for the payment of (i) the interest on the Bonds to be Defeased on _____, 20__, and (ii) the redemption price of all Bonds to be Defeased maturing on and after _____ 1, 20__, which will have been called for optional redemption on _____ 1, 20__. The Escrow Deposit Fund will be held by the Escrow Trustee pursuant to the Escrow Deposit Agreement.

All interest on the Bonds to be Defeased will cease accruing on _____ 1, 20__,
whether or not the Bonds to be Defeased are presented for payment.

THIS IS NOT A NOTICE OF REDEMPTION.

Dated: _____, 20__ _____

By: _____

Title: _____

EXHIBIT E

CONTINUING DISCLOSURE AGREEMENT (ISSUER)

\$ _____
**TOWNSHIP OF ADA
COUNTY OF KENT
STATE OF MICHIGAN
GENERAL OBLIGATION LIMITED
TAX REFUNDING BONDS, SERIES 2021**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by the Township of Ada, County of Kent, Michigan (the “Issuer”), pursuant to a resolution adopted _____, 2021, by the Issuer’s Township Board in connection with the issuance by the Issuer of its \$ _____ General Obligation Limited Tax Refunding Bonds, Series 2021, dated as of _____, 2021 (the “Bonds”). The Issuer covenants and agrees as follows:

SECTION 1. PURPOSE OF THE DISCLOSURE AGREEMENT.

(a) This Agreement is being executed and delivered by the Issuer with respect to the Bonds for the benefit of the Bondholders and in order to assist the Participating Underwriters in complying with the Rule.

(b) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same or shall own beneficial ownership interests therein from time to time, this Agreement shall be deemed to be and shall constitute a contract between the Issuer and the Bondholders from time to time, and the covenants and agreements herein set forth to be performed on behalf of the Issuer shall be for the benefit of the Bondholders of any and all of the Bonds.

(c) The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Financial Information or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

(d) As of the date of delivery of the Bonds to the initial purchaser thereof, the Issuer is an obligated person (within the meaning of the Rule) with respect to less than \$10,000,000 in aggregate amount of outstanding municipal securities, including the Bonds and excluding those securities permitted to be exempted pursuant to Section (d)(2)(i) of the Rule.

SECTION 2. DEFINITIONS. In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings in this Agreement:

“Annual Financial Information” shall mean any Annual Financial Information provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bond Counsel” shall mean nationally recognized legal counsel in municipal securities law.

“Bond Resolution” shall mean collectively the resolutions duly adopted by the governing board of the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” shall mean the Issuer, or any successor Dissemination Agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the Electronic Municipal Market Access system maintained by the MSRB for purposes of the Rule.

“GAAP” shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and Act 2 of the Public Acts of Michigan of 1968, as amended, in effect from time to time.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2021.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time, together with all interpretive guidances or other official interpretations or explanations thereof that are promulgated by the SEC.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. PROVISION OF ANNUAL FINANCIAL INFORMATION.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, not later than six months after the last day of the Issuer’s fiscal year, commencing with

the Issuer's Annual Financial Information for the Issuer's fiscal year ending March 31, 2021, after such materials are available, to the MSRB, Annual Financial Information for the preceding fiscal year which is consistent with the requirements of Section 4(a) of this Agreement, and in the event of an amendment or waiver, the requirements of Section 8 of this Agreement. Not later than fifteen (15) business days prior to said date, the Issuer shall provide the Annual Financial Information to the Dissemination Agent (if other than the Issuer). In each case, the Annual Financial Information may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the respective deadlines for filing the Annual Financial Information, they shall be provided when and if available, and unaudited financial statements in a format similar to the audited financial statements most recently prepared for the Issuer shall be included in the Annual Financial Information.

(b) If the Issuer is unable to provide to the MSRB Annual Financial Information by the dates required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in accordance with Section 14 of this Agreement.

(c) As of the date of this Agreement, the fiscal year of the Issuer commences on April 1 and ends on March 31. If the fiscal year of the Issuer changes after the date of this Agreement, the Issuer shall send a notice of such change to the MSRB in accordance with Section 14 of this Agreement. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Financial Information in effect when the Issuer operated under its prior fiscal year. Such notice may be provided along with the Annual Financial Information, provided that it is filed at or prior to the deadline described above.

(d) The Dissemination Agent shall:

(1) determine each year prior to the dates for providing the Annual Financial Information the address of the MSRB; and

(2) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Financial Information has been provided pursuant to this Agreement, stating the date it was provided to the MSRB and other persons, if any, to which it was provided.

(e) In connection with providing the Annual Financial Information, the Dissemination Agent (if other than the Issuer) is not obligated or responsible under this Agreement to determine the sufficiency of the content of the Annual Financial Information for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

SECTION 4. CONTENT OF ANNUAL FINANCIAL INFORMATION.

(a) The Issuer's Annual Financial Information shall include, at a minimum, that financial information and operating data which is customarily prepared by the Issuer and is publicly available, and shall contain or include by reference the following:

(1) Audited financial statements of the Issuer for its most recently completed fiscal year, prepared in accordance with GAAP with such changes as may be required from time to time in accordance with state law; and

(2) The most recent financial information and operating data relating to the Issuer contained in the Official Statement under the following captions:

- (i) Total Taxable Value
- (ii) Taxable Value by Use and Class
- (iii) State Equalized Valuation
- (iv) Total SEV by Use and Class
- (v) Property Tax Rates
- (vi) Principal Residence Property Tax Rates by Governmental Unit
- (vii) Non-Principal Residence Property Tax Rates by Governmental Unit
- (viii) Property Tax Collections
- (ix) Ten Largest Taxpayers
- (x) Debt Statement

Any or all of the items listed above may be included by specific reference to other documents available to the public through EMMA or filed with the SEC.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) The Issuer covenants to provide, or cause to be provided, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner and not in excess of ten (10) business days after the occurrence of the event in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of Bondholders, if material;
- (8) bond calls, if material;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) tender offers;
- (13) bankruptcy, insolvency, receivership or similar event of the Issuer;

- (14) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (15) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in Section 5(a)(2), (7), (8), (10), (12), (14) or (15), the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Issuer determines in the exercise of its best judgment in good faith that the occurrence of a Listed Event would be material under applicable federal securities laws, the Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be filed with the MSRB. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable, or on any indebtedness for which the State is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer neither applied for nor participated in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

(f) For the purposes of an event identified in Section 5(a)(13), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under a U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officers or officials of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

SECTION 6. TERMINATION OF REPORTING OBLIGATION.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Bond Resolution or by the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of Bond Counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect with the MSRB in accordance with Section 14 of this Agreement.

SECTION 7. DISSEMINATION AGENT. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. AMENDMENT. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

- (i) If the amendment relates to the provisions of Section 3(a), 3(b), 3(c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer or the types of business in which the Issuer is engaged;
- (ii) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of Bond Counsel; and
- (iii) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of Bond Counsel.

In the event of any amendment to, or waiver of a provision of, this Agreement, the Issuer shall describe such amendment or waiver in the next Annual Financial Information, and shall include a narrative explanation of the reason for the amendment or waiver. In particular, if the amendment or waiver results in a change to the annual financial information required to be included in the Annual Financial Information pursuant to Section 4 of this Agreement, the first Annual Financial Information that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. In addition, if the annual financial information required to be provided in the Annual Financial Information can no longer be generated because the operations to which it related have been materially changed or

discontinued, a statement to that effect shall be included in the first Annual Financial Information that does not include such information. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements as set forth in Section 4, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in the accounting principles shall be sent by the Issuer to the MSRB. All explanations, statements, notices and other filings to be made under this Section 8 shall be made in accordance with Section 14 of this Agreement.

SECTION 9. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Financial Information or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information or notice of occurrence of a Listed Event.

SECTION 10. DEFAULT. In the event of a failure of the Issuer or the Dissemination Agent (if other than the Issuer) to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement, but no person or entity shall be entitled to recover monetary damages under any circumstances. A default under this Agreement shall not be deemed an event of default under the Bond Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. DUTIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. BENEFICIARIES. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. ADDITIONAL DISCLOSURE OBLIGATIONS. The Issuer acknowledges and understands that other state and federal laws, including, without limitation, the Securities Act of 1933, as amended, and Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act, may apply to the Issuer, and that under some circumstances compliance with this Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 14. COMPLIANCE WITH MSRB FILING REQUIREMENTS. All filings required to be made to the MSRB shall be made only in an electronic format prescribed by the MSRB and all documents provided to the MSRB as part of any such filing shall be accompanied by identifying information as prescribed by the MSRB. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at <http://emma.msrb.org>.

SECTION 15. OBLIGATED PERSONS. The Issuer is the only obligated person (within the meaning of the Rule) with respect to the Bonds.

SECTION 16. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

TOWNSHIP OF ADA

By: _____
Ross A. Leisman
Its: Supervisor

By: _____
Jacqueline Smith
Its: Clerk

Dated: _____, 2021



MEMORANDUM

Date: 2/18/21

TO: Ada Township Board
FROM: Julius Suchy, Township Manager
RE: PFM Engagement Letter for Refunding of 2011B Series Bond

Background:

As part of the proposed refunding of the 2011B series bonds, the Township needs to approve a letter of engagement with Paul Stauder, our Financial Advisor through PFM.

The costs outlined in the engagement letter are included in the issuance of costs for the refunding of the bond. The costs are only factoring in the refunding of the 2011B series bond and not the 2011A series bond that will be paid off early.

Recommended Action:

Staff would recommend approval of the Engagement Letter with PFM for the Proposed Refunding of the 2011B Series Bonds.

Requested Motion: Motion to Approve Engagement Letter with PFM for the Refunding of the 2011B Series Bonds.



February 12, 2021

Mr. Julius Suchy, Manager, ICMA-CM
Ada Township
7330 Thornapple River Dr SE
Ada, MI 49301-9101

RE: Township of Ada Proposed Refunding Bonds

Dear Julius:

The following is PFM Financial Advisors LLC (“PFMFA”) engagement letter to provide Financial Advisory Services to the Township in connection with the above referenced Bonds. A general summary of the services PFMFA will provide in the *financial advisory capacity* for each series of bonds is as follows and any material changes in or additions to the scope of services described below shall be promptly reflected in writing:

Develop and Monitor Financing Schedule

- Coordinate a plan for timely completion of the financing

Analyze Debt Structure Alternatives

- Design a structure which seeks to maximize market interest and future financing flexibility while being consistent with debt needs and policies

Review Existing Debt Structure

- Document current debt structure
- Identify strengths and weaknesses of structure in order to structure future debt issues that seek to maximize the ability to finance future capital needs
- Identify refunding opportunities

Assistance completing Department of Treasury Applications

- Prepare necessary financial schedules required for filing with the Department of Treasury
- Prepare necessary applications required by the Department of Treasury

Advise on the sale method (Negotiated Sale, Competitive Sale or Private Placement)

- When requested, we will assist in the selection of an underwriter or underwriting syndicate and coordinate activities of the underwriters

Assist the Township with the Selection of Working Group Members, if requested

- Coordinate the selection of a team that can effectively bring an issue to market, if requested

Develop Terms of the Financing

- Assist in helping to ensure credit quality and present terms which are attractive to investors to create broad-based interest in the debt
- Assist in helping to maximize Township's future flexibility

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555 Briarwood Circle
Suite 333
Ann Arbor, MI 48108
734.994.9700

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Review and Assist in Preparing Marketing Information

- PFMFA will review marketing materials to assist with accuracy and completeness.
- PFMFA will assist in preparing a comprehensive Official Statement or Marketing Information package, as applicable

Develop Financing Documents

- Assist the Township by reviewing all contractual and business terms from the Township's perspective

Develop Marketing Plan

- With an objective to maximize underwriter and investor interest in the securities

Develop Rating Presentation and/or Assist with Rating Calls or Meetings

- To seek to obtain highest possible credit rating for debt issue
- Formulate and implement long-term credit rating strategy

Assist with Obtaining Credit Enhancements, if Necessary

- PFMFA will work with the Township and other working group members to determine if credit enhancement is beneficial to the Township and if so, will coordinate obtaining pricing on credit enhancements and advise the Township as to the cost benefit of the purchase of the credit enhancement.

Timing Entry into the Market

- Schedule bond sale around other pertinent/comparable financings as well as the release of various economic indicators

Assist With Pricing of Bonds

- Assist Township in obtaining the lowest interest rate for given market
- Provide written documentation of acceptability of pricing

Prepare Post-Sale Information

- Prepare a results of bidding or sale summary
- Prepare final payment schedules and applications
- Assist with the preparation of closing information including closing statements, schedules and information

Closing Activities

- Handle all activities necessary to assist in ensuring a smooth closing of the bonds

Fees for Services

Base fee of \$8,000
Plus \$3.00 per \$1,000 of bonds to \$5,000,000
Plus \$1.00 per \$1,000 of bonds over \$5,000,000 up to \$25,000,000
Plus \$0.75 per \$1,000 of bonds \$25,000,000 and above



PFMFA's fee will be based on the actual financing amount (including original issue premium if applicable) of bonds sold and delivered. The above reflects our fee structure as of this date and is subject to periodic revision. Any change in fees will be communicated in writing prior to the time the proposed future Bonds are actually issued.

Any travel and out-of-pocket expenses for attendance at meetings at the request of the Township will be billed in addition to the above fee. The Municipal Advisory Council assessment of \$400 per bond issue would also be in addition to this fee. If the Township does not proceed with the financing, no fee would be due to PFMFA, except for travel expenses incurred at the Township's request.

This agreement may be extended to other issuances by mutual agreement between the Township and PFM Financial Advisors LLC.

Registered Municipal Advisor

Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") makes it unlawful for municipal advisors to provide advice regarding municipal financial products or the issuance of municipal securities without being registered with the Municipal Securities Rulemaking Board ("MSRB").

Conflict of Interest

Attached please find a copy of the **DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION** we have prepared for the Township.

Termination of Agreement:

This agreement may be terminated by either party with 30 days' notice. If the termination occurs mid-transaction, the Township would pay PFMFA a mutually agreeable amount for services rendered on the transaction up to the point of termination.

Should you have any questions or require additional information, please call. Again, thank you for the opportunity to continue to represent you on your financings.

Respectfully submitted,

Paul R. Stauder
Managing Director



DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER IMPORTANT INFORMATION PFM Financial Advisors LLC

I. Introduction

Public Financial Management, Inc., PFM Financial Advisors LLC, Western Financial Group, LLC (a wholly-owned subsidiary of PFM Financial Advisors LLC), and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

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How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our



management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate's business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of



conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –
<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

III. Specific Conflicts of Interest Disclosures – Township of Ada Proposed Refunding Bonds

Disclosure Pertaining to Build America Mutual Assurance Company

Two individual Board members of PFM I, LLC, a holding company which includes ownership of Public Financial Management Inc. and PFM Financial Advisors LLC (collectively, referred to as "PFM") among other affiliates, are also members of the board of directors of municipal bond insurer Build America Mutual Assurance Company ("BAM"). Both serve on the BAM Board in their personal capacity, and not in the interests of PFM, and there are no joint business efforts between the PFM and BAM. Further, neither is involved in the day-to-day operations of either PFM or BAM. We mitigate any potential or actual conflict by requiring, in addition to our disclosure, that there be a review of the municipal securities transaction or municipal financial product recommended to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances.

To Our knowledge, following reasonable inquiry, We make the additional disclosure(s) of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for client.

Conflicts Disclosure Related to Providing Services to Municipal Entity Clients and Obligated Persons on the Same Municipal Transaction

From time to time We may represent a Municipal Entity client and an Obligated Person on the same side of a transaction. This situation may present a potential conflict of interest if Our fiduciary duty to the Municipal Entity and duty of care owed to the Obligated Person represent competing interests. Accordingly, We mitigate this conflict of interest by disclosing it to clients, requiring separately negotiated agreements between Us and each client, and requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.



IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB's website at www.msrb.org, and consult the MSRB's Municipal Advisory Client brochure. The MSRB's Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM's Financial Advisory services are provided by Public Financial Management Inc., Western Financial Group, LLC, and PFM Financial Advisors LLC. PFM's Swap Advisory services are provided by PFM Swap Advisors LLC. All entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.

Date: February 12, 2021



MEMORANDUM

Date: 2/17/21

TO: Ada Township Board
FROM: Julius Suchy, Township Manager
RE: Employee Compensation and Benefits Recommendation FY 2021-2022

Employee Compensation

The Personnel Committee is recommending a two percent (2%) wage adjustment for all township staff for FY 2021-2022. The attached Classification Pay Plan is updated to reflect the recommended increase.

The Personnel Committee reviewed the Cost-of-Living Adjustment for 2021 and it is 1.3%. Historically the Personnel Committee has had the ability to recommend a higher amount when it felt it was appropriate. In this case the Personnel Committee felt it was appropriate based on the following factors:

1. The Township has taken on more projects of varying size and scale in the past year and employees have been asked to do increasingly more to pick up the workload.
2. Employee retention is an important consideration for the Township – the extra increase to 2% is minimal and may have a positive impact on employee morale as opposed to a 1.3% increase. The cost to replace high quality employees who leave for neighboring communities costs significantly more for the Township. The Personnel Committee will be reviewing the step plan and employee compensation as part of a larger employee benefit review in 2021 in preparation for 2022.
3. The Township’s taxable value and growth has grown more than 1.3% in the past year and our growth rate has regularly exceeded the COLA adjustment rate.

Group Medical Insurance

Priority Health renewal will be an increase of 4.83%. There is no rate increase for vision or dental benefits. There are currently 18 employees taking our health insurance and a total of 43 members on the plan. This increase is not uncommon and is actually relatively low compared to other carrier increases. Employees will continue to pay 20% of the premium as they historically.

Tom, Burnham & Flowers did indicate that there is a slight prescription drug copay increase.

	<u>Current Plan (HSA POS 1400)</u>	<u>Renewal (HAS POS 1400)</u>
Prescription	\$5/\$20/\$60/\$80/20%/20% after deductible	\$5/\$25/\$65/\$85/20%/20% after deductible

Total annual health insurance cost for Medical, Dental, and Vision is \$256,697.04. The Township pays 80% (\$205,697.63) while the employee pays for 20% (\$51,339.41). The Township does also contribute to a health savings account (HSA) each quarter. Those payments total \$1,100.00 or \$2,200.00 annually for a total cost to the Township of \$31,900.00. In total the Township pays \$237,257.63 for Health Insurance premiums and HSA contributions.

Medicare Group Insurance

There is no premium increase for the Group Medicare Benefits Plan effective April 1, 2021 as reflected in the attached schedule. The Personnel Committee recommends approval of the current Medicare Group Plan which has not changes in a number of years. There is currently only one employee participating in this plan.

Medicare Reimbursement

In accordance with the past approval granted for reimbursement of Medicare premiums by those personnel who are required to be covered by Medicare, the Township Board reviews this policy of reimbursement of Medicare premium expenses on an annual basis. The Personnel Committee recommends renewal of this policy. The employee 20% cost share is applicable to the Medicare premium expense. The Personnel Committee has indicated a desire to review this in 2021 to determine if any changes are needed to this reimbursement.

Requested Motion: Motion to Approve Employee Compensation and Benefits Recommendation for FY 2021-2022

PROPOSED Classification Pay Plan -- FY 21/22

RECOMMENDED - Step and reclassification plan @ 1.5, 2.0, 2.5, 3.0 % consecutively between steps

*Not all Positions Filled			1.5%	2.0%	2.5%	3.0%
Positions	Step 1	Step 2	Step 3	Step 4	Step 5	
Administrative support	\$ 39,353.60	\$ 39,956.80	\$ 40,747.20	\$ 41,766.40	\$ 43,035.20	
	\$ 18.92	\$ 19.21	\$ 19.59	\$ 20.08	\$ 20.69	
Buildings & Grounds 1	\$ 42,265.60	\$ 42,889.60	\$ 43,742.40	\$ 44,844.80	\$ 46,217.60	
	\$ 20.32	\$ 20.62	\$ 21.03	\$ 21.56	\$ 22.22	
Park Maintenance	\$ 42,265.60	\$ 42,889.60	\$ 43,742.40	\$ 44,844.80	\$ 46,217.60	
	\$ 20.32	\$ 20.62	\$ 21.03	\$ 21.56	\$ 22.22	
Assessing Technician MCAT-I	\$ 41,579.20	\$ 42,203.20	\$ 43,056.00	\$ 44,137.60	\$ 45,448.00	
	\$ 19.99	\$ 20.29	\$ 20.70	\$ 21.22	\$ 21.85	
DDA Coordinator	\$ 42,032.00	\$ 42,663.00	\$ 43,516.00	\$ 44,605.00	\$ 45,943.00	
	\$ 20.61	\$ 20.92	\$ 21.34	\$ 21.87	\$ 22.53	
Utility Dept Accountant	\$ 44,699.20	\$ 45,385.60	\$ 46,300.80	\$ 47,444.80	\$ 48,859.20	
	\$ 21.49	\$ 21.82	\$ 22.26	\$ 22.81	\$ 23.49	
Deputy Clerk	\$ 45,159.48	\$ 45,836.76	\$ 46,753.74	\$ 47,921.64	\$ 49,359.84	
Deputy Treasurer	\$ 45,159.48	\$ 45,836.76	\$ 46,753.74	\$ 47,921.64	\$ 49,359.84	
	\$ 21.71	\$ 22.04	\$ 22.48	\$ 23.04	\$ 23.73	
Accountant	\$ 49,793.95	\$ 50,557.73	\$ 51,576.10	\$ 52,870.27	\$ 54,440.26	
	\$ 23.94	\$ 24.31	\$ 24.80	\$ 25.42	\$ 26.17	
Zoning Administrator	\$ 49,791.30	\$ 50,538.96	\$ 51,549.78	\$ 52,839.06	\$ 54,424.14	
	\$ 23.94	\$ 24.30	\$ 24.78	\$ 25.40	\$ 26.17	
Firefighter, 24/7 (2,912 hrs./yr.)	\$ 52,305.93	\$ 53,048.49	\$ 54,117.77	\$ 55,484.08	\$ 57,147.42	
	\$ 17.96	\$ 18.22	\$ 18.58	\$ 19.05	\$ 19.62	
Appraiser, MCAO-II	\$ 61,611.26	\$ 62,544.77	\$ 63,796.51	\$ 65,387.71	\$ 67,360.80	
	\$ 29.62	\$ 30.07	\$ 30.67	\$ 31.44	\$ 32.39	

Planner/Zoning Administrator		\$ 57,587.16	\$ 58,451.10	\$ 59,620.02	\$ 61,111.26	\$ 62,944.20
Utility Director		\$ 70,258.00	\$ 71,311.87	\$ 72,738.11	\$ 74,556.56	\$ 76,793.26
Planning Director		\$ 80,003.70	\$ 81,203.76	\$ 82,827.83	\$ 84,898.53	\$ 87,445.48
Fire Chief		\$ 80,003.70	\$ 81,203.76	\$ 82,827.83	\$ 84,898.53	\$ 87,445.48
Assessor, MAAO-III		\$ 80,003.70	\$ 81,203.76	\$ 82,827.83	\$ 84,898.53	\$ 87,445.48
Parks Director		\$ 80,003.70	\$ 81,203.76	\$ 82,827.83	\$ 84,898.53	\$ 87,445.48
Part time staffing						
Seasonal		\$ 11.93	\$ 12.11	\$ 12.35	\$ 12.66	\$ 13.05
Fire Department - Paid						
on call staff						
Paid on call		\$ 21.21				
Officer		\$ 22.37				
Trainee		\$ 10.59				
Weekend		\$ 61.04				

Small Group fully funded renewal proposal for ADA TOWNSHIP

Effective date: 4/1/2021
Agent: JACK SCHMITZ
Generated on: 1/6/2021



Quick reference

- Why Priority Health 3**
- Plan offerings 4**
- Employee engagement 7**
- Workforce health 8**
- FAQ and key contacts 9**
- Renewal proposal 11**

Thank you for letting us be your partner over the past year.

Together, we've helped make your organization a healthier place to work. While you're thinking about health insurance for the year ahead, keep in mind there's more to choosing a benefits package than finding the lowest initial cost. What's smart is choosing real value through benefits that benefit everyone. One-size-fits-all health insurance is a thing of the past, replaced with comprehensive benefits that boost employee health, cut down on absenteeism and ultimately save you money.

Use this guide to understand your benefit options and choose the best coverage for your employees. Before you start weighing your options, learn why Priority Health is the smart choice for your business.

Plan offerings

We help you choose the right plan for you and your employees.

Every Priority Health plan is carefully designed with a specific set of needs in mind. We can help you decide on the exact combination of plan features that benefit both you and your employees.

Network

Priority Health has one of the strongest networks available to serve our members, with 97% of primary care doctors and hospitals¹ in Michigan. Plus, members who live, work or travel out of state have access to 1 million providers nationwide through our partnership with Cigna.²



ACCEPTED BY

97% OF PRIMARY CARE DOCTORS AND HOSPITALS STATEWIDE¹

1 MILLION NATIONWIDE THROUGH PARTNERSHIP WITH CIGNA²

	HMO	POS	PPO (not available with Optimized LFO)
Summary	Lowest-cost option, with a great network of participating providers and limited coverage outside the plan's network.	A hybrid of HMO and PPO plans. Like an HMO, participants designate an in-network physician to be their primary care provider. However, like a PPO, members may go outside of the provider network for health care services.	Provides ability to receive services by providers regardless of network participation (in-network vs. out-of-network).
Primary Care Physician (PCP) requirements	Member is required to have a designated PCP to receive in-network benefits. No referral required to see a specialist.	Member is required to have a designated PCP to receive in-network benefits. No referral required to see a specialist.	Member is not required to have a PCP to receive in-network benefits. No referral required to see a specialist.
Out-of-network policy	Out-of-network care is not covered unless it's an emergency.	Out-of-network care is covered, but members pay higher out-of-pocket costs for out-of-network services. Services performed out of state through participating Cigna providers are covered at the in-network (preferred) benefit level.	
Enrollment requirements	100% of employees enrolled must work or live in Michigan.	50% of employees enrolled must live in Michigan.	
New member continuity of care	New member continuity of care for the first 90 days. ³ <ul style="list-style-type: none"> • New Priority Health members can receive services from out-of-network providers at the in-network benefit level for preauthorized services that were scheduled prior to enrollment with Priority Health. • A Priority Health nurse care manager will help members transition to an in-network provider following the services. 		N/A

Plan offerings

Additional benefits

With each of the plans offered, your employees will have coverage for services like routine doctor visits, specialist visits, prescriptions and urgent care. Additionally, we focus our efforts on giving members the ability to manage their health conditions without concerns about cost from high deductibles, including:



Employees can use our [Find a Doctor](#) tool to search for doctors by their specific plan.

Diabetic services and supplies will be covered 100%, not subject to deductible, when purchased through a contracted DME provider⁴

\$5 pharmacy copay for Tier 1a prescription drugs that are now available on our Approved Drug List

Select insulin covered at Tier 1b

Lab and X-ray included with copay for most plans

Allergy testing and treatment covered in full⁵

Home health care covered in full⁵

\$15 adult vision exams, including hardware discounts⁶

HSA plans now cover IRS-identified chronic condition services and supplies ahead of deductible

\$0 virtual care and telehealth services for most fully funded plans, including high-deductible plans

Chiropractic care covered separately for its own 30 visits, including maintenance coverage

Plan offerings

Additional services

COBRA

When you choose to offer COBRA coverage⁷ with Priority Health, you'll pay no administrative fees while providing your employees the opportunity to continue health insurance benefits at times they would normally be ineligible (due to resignation, termination, leave of absence, layoff, etc.).

PriorityHSA

When purchasing a PriorityHSA plan, employers will have access to [HealthEquity](#). HealthEquity offers several services with an integrated claims experience to ensure members reap the full benefits of a health savings account (HSA). Most carriers have a banking partner; however, Priority Health offers the service at **no charge** to employers, their employees or individual members.

FSA

Priority Health partners with HealthEquity to provide employers with options for their flexible spending accounts (FSA). Employers can choose from a traditional FSA product, a Limited Purpose FSA (LFSA) to complement their HSA plans or dependent care reimbursement.⁸

PriorityHRA

PriorityHRASM is a fully integrated health reimbursement arrangement (HRA) that can be added to small group Priority Health medical plans to lower employers' total health care spending.⁹ Employers can pay a portion of the deductible cost by setting up and funding the account for employees.

TruHearing

Members will receive access to discounts on hearing exams and high-quality hearing aids.¹⁰ These discounts are available to all Priority Health members and their extended family.

Dental

Priority Health partners with Delta Dental to bring you dental coverage options in one place, on one monthly invoice.

Vision

Priority Health small group plans come with two types of vision benefits: adult vision coverage and pediatric vision coverage, powered by EyeMed.

Adult coverage includes an annual exam and in-network discounts on frames, standard plastic lenses and lens options, some contact lenses, laser vision correction and nonprescription sunglasses.¹¹

Pediatric vision coverage is one of the 10 Essential Health Benefits (EHBs) required to be included in all small group health insurance policies by the federal Affordable Care Act (ACA).

PriorityWell®

PriorityWell is our workplace wellbeing solution. With the option of two scalable packages, employer groups can create a formal, compliant and personalized wellbeing program for their workforce. These packages are available to groups with 30+ eligible members and work alongside a Priority Health medical plan to give employers and their employees an integrated experience—one with measurable results.

Employee engagement

We aim to keep employees engaged in their health.

Since we administer all of our fully integrated services in-house, we manage each member's health holistically and help your bottom line—for all of our employers, regardless of funding type.



Cost transparency with **Cost Estimator** allows employees to shop, compare and save when it comes to health care services, just like they would with any other important purchase. Costs for hundreds of services and prescriptions from in-network¹² facilities are available so users can make decisions with their health and their budget in mind.



Plus, we give members cash back for finding the best price on care. Priority Health is the only carrier in Michigan to issue prepaid Visa® gift cards to members who shop qualifying procedures with Cost Estimator. Rewards range from \$50–\$200.

 **\$3 M**
PAID IN REWARDS
AS OF MAY 2020



We know that healthy living goes beyond doctor visits. That's why we offer no-cost access to the **Wellbeing Hub**—a personalized online solution that offers useful information, tools, programs and activities to help employees monitor and improve their health and wellbeing.



As Priority Health members employees will have peace of mind should they need medical assistance when traveling more than 100 miles from home. With **Assist America**®, employees and their dependents have 24/7 travel assistance services with the nation's largest provider of global emergency medical services.



Want more ways to stay healthy, active and fit? The **Active&Fit Direct** program makes it easy to get moving. Choose from an online directory of over 250 fitness centers in Michigan and over 9,000 nationwide. Participate for \$25/month (plus \$25 enrollment fee and applicable taxes).

With Priority Health, your employees can manage their health insurance more easily than ever by downloading the Priority Health app. There, they can access their personalized plan information, virtual care, Cost Estimator and Wellbeing Hub anytime, anywhere.



Workforce health

We offer programs to optimize employee health.

The following programs are included with every plan. For each of these programs, we're continuously expanding our virtual capabilities.



Care management: Our care management program gives employees access to our licensed professionals, who can help them create health goals and a game plan to improve their health and decrease costs. Unlike some other carriers, we accept all members into our care management program.



**20-24%
FEWER MEDICAL
ADMISSIONS¹⁴**



Behavioral health: Priority Health benefits include free, 24/7 behavioral health assistance. Whether your employees are seeking treatment or simply searching for more information, as part of an integrated model, our care management, pharmacy and customer service teams can refer members directly to our behavioral health team to help with things like emotional distress, depression, support related to substance use and mental health.



We also have a range of digital resources available for employees, including virtual care for behavioral health and myStrength, a mental wellness tool with activities to manage stress and bolster mental health.



Diabetes Prevention Program, including virtual access through Omada: Members who are at risk of or diagnosed with pre-diabetes are eligible to join our [Diabetes Prevention Program](#), offered digitally and in person through our partner [Omada](#). The program offers the tools and resources your employees need to prevent diabetes, including personal meetings, classes and group sessions with a certified lifestyle coach.



Medication therapy management: If a member takes several medications for chronic conditions, we can help them manage their prescription regimen. Our plans include a 30-minute face-to-face visit with a pharmacist to help members understand their medications, discuss ways to simplify their regimen, maximize results and potentially save money.

**\$640 SAVED FOR EVERY
COMPLETED MEDICATION
REVIEW (PMPY)¹⁵**

FAQ and key contacts

Q When does our deductible and out-of-pocket (OOP) limit renew?

A Your deductible and out-of-pocket limit starts over when your plan renews every year.

Q When can I change my eligibility elections, like our new hire waiting period or full-time hours?

A Upon your renewal is the only time you can change these elections.

Q Where can I find what prescriptions are covered?

A Find drugs covered under your plan through the [Approved Drug List](#). The Approved Drug List, sometimes called a formulary, is a list of drugs your plan includes. Drugs are placed on the list by a committee of local doctors, pharmacists and Priority Health staff who review current research to determine which drugs are the most effective. Based on this research, they then add or remove drugs from the list several times a year.

Q How do I renew my group?¹⁶

A To complete the renewal process, please submit the following to your agent, or if you do not have an agent, submit them directly to PH-Renewals@priorityhealth.com.

- Completed Renewal Decision form

Segment Name: Active

A copy of provided renewal rates with renewal plan selection(s)

Full-time hours: 40

New-Hire waiting period: 90 days from date of hire

Disability policy: EOM

Termination policy: EOM following termination

Layoff policy: EOM

Dependent eligibility: EOM dependent turns 26

Segment Name: Cobra

Full-time hours: 40

New-Hire waiting period: Date of hire

Disability policy: N/A

Termination policy: EOM following termination

Layoff policy: N/A

Dependent eligibility: EOM dependent turns 26



Quick tip for your agent

- Fully funded renewal decisions can be submitted through PriorityQuote

Have questions? Our team is here to help.

Segment Name: Medicare eligible - pbp 802

Full-time hours: 0

New-Hire waiting period: Date of hire

Disability policy: 30 days

Termination policy: EOM following termination

Layoff policy: EOM

Dependent eligibility: EOM dependent turns 26

Customer Service

800.942.0954

Hours:

Mon. – Thurs. 7:30 a.m. to 7 p.m.

Fri. 9 a.m. to 5 p.m.

Sat. 8:30 a.m. to 12 p.m.

Billing and Enrollment

866.464.5257

Small Business Sales

800.471.2504 option #1

PHsales00@priorityhealth.com

¹According to the Michigan Department of Insurance and Financial Services 2020 Individual and Small Group network filings, excluding out-of-state and Upper Peninsula providers. Network varies by plan.

²Priority Health is an independent company and not an affiliate of Cigna. Any Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company. The Cigna name and other Cigna marks are owned by Cigna Intellectual Property, Inc.

³Certain exceptions apply. Please consult with your Priority Health sales representative.

⁴Services covered in full after deductible on PriorityHSA plans.

⁵Services covered in full after deductible on PriorityHSA plans and PriorityAssure plans.

⁶PriorityVision excludes PriorityHSA, PriorityMadeSimple and PriorityAssure plan designs.

⁷Offered through iSolved Benefit Solutions.

⁸Please allow a 45-day lead time for FSA setup.

⁹PriorityHRASM is not available for Optimized LFO plans.

¹⁰Provided by our partner, TruHearing.

¹¹Coverage is included in all small group medical plans except PriorityHSA, PriorityAssure and Priority Made Simple.

¹²Priority Health network only.

¹³Combined average savings for the plan and member. Source: Spectrum Health Now virtual care data.

¹⁴Source: ACHP Performance Gauge reporting 2019 HEDIS (2018 performance).

¹⁵Source: Priority Health evaluation of impact of CMR on total cost of care.

¹⁶This process is just for fully funded groups. Employers funding their plan with the Optimized LFO should contact their agent or Priority Health representative.

Proposal for: ADA TOWNSHIP

Agent: JACK SCHMITZ County: KENT
 Quote ID: 518710 # employees: 18
 Zip code: 49301 # members: 43
 Group ID: 785567



Effective Date: 4/1/2021
 Generated on: 01/06/2021

Plan comparison

	Current Plan	Renewal Plan
Benefit details	PriorityHSA POS 1400	PriorityHSA POS 1400
Renew this plan		<input type="checkbox"/>
Plan type	HSA	HSA
Product	POS	POS
Coinsurance	10 %	10 %
Coinsurance Maximum	N/A / N/A	N/A / N/A
Deductible individual/family	\$1,400 / \$2,800 aggregate	\$1,400 / \$2,800 aggregate
Office visits PCP/SPEC/UC	10% / 10% / 10% coinsurance after deductible	10% / 10% / 10% coinsurance after deductible
Out-of-pocket limit	\$3,500 / \$7,000 embedded	\$3,500 / \$7,000 embedded
Preventive health services	Covered in full	Covered in full
Prescription	\$5 / \$20 / \$60 / \$80 / 20% / 20% after deductible	\$5 / \$25 / \$65 / \$85 / 20% / 20% after deductible
Outpatient services	10% coinsurance after deductible	10% coinsurance after deductible
Inpatient hospital services	10% coinsurance after deductible	10% coinsurance after deductible
Emergency room	10% coinsurance after deductible	10% coinsurance after deductible
Lab services	10% coinsurance after deductible	10% coinsurance after deductible
Maternity/postnatal	Covered in full	Covered in full
Virtual care	Covered in full after deductible	Covered in full after deductible
Adult Vision Exam	N/A	N/A
Totals	with taxes and fees	with taxes and fees
Monthly premium	\$17,530.21	\$18,376.82
Annual total premium	\$210,362.52	\$220,521.84
Percent difference		4.83 %

Proposal for: ADA TOWNSHIP

Agent: JACK SCHMITZ County: KENT
 Quote ID: 518710 # employees: 18
 Zip code: 49301 # members: 43
 Group ID: 785567

PriorityHealth
 Effective Date: 4/1/2021
 Generated on: 01/06/2021

		Current Plan	Renewal Plan
		PriorityHSA POS 1400	PriorityHSA POS 1400
Name	Age	with taxes and fees	with taxes and fees
KEVIN MORAN	54	\$600.13	\$645.24
<i>KIM MORAN</i>	51	\$525.41	\$563.64
<i>SOPHIA MORAN</i>	18	\$260.35	\$275.93
<i>OLIVIA MORAN</i>	21	\$285.35	\$302.22
<i>JILLIAN MORAN</i>	11	\$225.05	\$231.20
Family total		\$1,896.29	\$2,018.23
JULIUS SUCHY	36	\$359.49	\$371.73
<i>LAUREN SUCHY</i>	35	\$357.13	\$369.31
<i>KATHERINE SUCHY</i>	5	\$225.05	\$231.20
<i>BENJAMIN SUCHY</i>	2	\$225.05	\$231.20
<i>LEAH SUCHY</i>	7	\$225.05	\$231.20
Family total		\$1,391.77	\$1,434.64
DIANE NGUYEN	50	\$501.87	\$539.76
<i>DANNY NGUYEN</i>	57	\$686.32	\$736.51
<i>SYDNEY NGUYEN</i>	18	\$260.35	\$275.93
<i>TIFFANY NGUYEN</i>	24	\$294.18	\$302.22
Family total		\$1,742.72	\$1,854.42
STEPHANIE BOERMAN	43	\$389.79	\$410.11
<i>JAMES BOERMAN</i>	45	\$410.97	\$436.41
<i>BENJAMIN CROSS</i>	14	\$225.05	\$231.20
<i>ALEXANDER SIMPSON</i>	23	\$294.18	\$302.22
Family total		\$1,319.99	\$1,379.94
JOHN DYKSTRA	38	\$364.19	\$376.57

Proposal for: ADA TOWNSHIP

Agent: JACK SCHMITZ County: KENT
 Quote ID: 518710 # employees: 18
 Zip code: 49301 # members: 43
 Group ID: 785567



Effective Date: 4/1/2021
 Generated on: 01/06/2021

		Current Plan	Renewal Plan
		PriorityHSA POS 1400	PriorityHSA POS 1400
Name	Age	with taxes and fees	with taxes and fees
JOHN DYKSTRA	7	\$225.05	\$231.20
MACY DYKSTRA	5	\$225.05	\$231.20
SADIE DYKSTRA	5	\$225.05	\$231.20
Family total		\$1,039.34	\$1,070.17
CASSANDRA RODRIGUEZ	36	\$359.49	\$371.73
VICTORIA RODRIGUEZ	10	\$225.05	\$231.20
MARGARET RODRIGUEZ	12	\$225.05	\$231.20
Family total		\$809.59	\$834.13
PAUL BETHKE	36	\$359.49	\$371.73
HUDSON BETHKE	6	\$225.05	\$231.20
LONDON BETHKE	8	\$225.05	\$231.20
Family total		\$809.59	\$834.13
DEBORAH THOMPSON	67	\$882.54	\$906.66
GLEN THOMPSON	61	\$798.40	\$849.24
Family total		\$1,680.94	\$1,755.90
ELAINE BUCKLEY	59	\$749.57	\$786.68
ROBERT BUCKLEY	61	\$798.40	\$849.24
Family total		\$1,547.97	\$1,635.92
COLIN RODRIGUEZ	24	\$294.18	\$302.22
AAYLA RODRIGUEZ	2	\$225.05	\$231.20
Family total		\$519.23	\$533.42
ROBERT DRISCOLL	40	\$371.26	\$386.24

Proposal for: ADA TOWNSHIP

Agent: JACK SCHMITZ County: KENT
 Quote ID: 518710 # employees: 18
 Zip code: 49301 # members: 43
 Group ID: 785567



Effective Date: 4/1/2021
 Generated on: 01/06/2021

		Current Plan	Renewal Plan
		PriorityHSA POS 1400	PriorityHSA POS 1400
Name	Age	with taxes and fees	with taxes and fees
CHARLES DRISCOLL	8	\$225.05	\$231.20
Family total		\$596.31	\$617.44
DAVID MURRAY	56	\$656.02	\$705.08
REGINA OLSZEWSKI	53	\$574.24	\$616.53
MARK FITZPATRICK	63	\$845.18	\$892.15
NICHOLAS DEWEY	36	\$359.49	\$371.73
JACQUELINE SMITH	66	\$882.54	\$906.66
BRENT BAJDEK	44	\$399.20	\$422.20
BRANDON HOLMES	48	\$459.80	\$494.13
Totals		with taxes and fees	with taxes and fees
Monthly premium		\$17,530.21	\$18,376.82
Monthly taxes and fees		\$129.94	\$150.85
Annual total premium		\$210,362.52	\$220,521.84
Percent difference			4.83 %

Rate Disclosure

Please note that the rates provided to you include all state and federal fees and taxes, including, but not limited to, the Michigan Insurance Provider Assessment and PPACA fees and taxes. Rates guaranteed for 12 months from the effective date of coverage. Rates are based on the census data received. Therefore, if applicable, Priority Health reserves the right to change the quoted rates based on the final enrollment data of employees and dependents insured on your effective date. We are not liable for agent or employer group errors. Our current participation rules apply (see New Group Application). For renewing groups, applications will not be processed until verification of all pre renewal documents has been completed. Benefits and generated rates may be pending and subject to final approval by the Michigan Department of Insurance and Financial Services. If your group has 51 or more Full-time + Full-time equivalent employees, Priority Health considers your business a large group and these rates are null and void. You should get legal advice if you need help figuring out whether you're a small or large group. The federal Affordable Care Act has different requirements for large groups that are not covered by this proposal. If you have 51 or more Full-time + Full-time equivalent employees, please contact the Small Business department directly at PH-Salesbd@PriorityHealth.com.

Rate grid for: PriorityHSA POS 1400



Zip code: 49301
County: KENT
Effective Date: 04/01/2021

Generated on: 01/06/2021

Age	Member rate (without taxes and fees)	Taxes and fees	Member rate (with taxes and fees)
0 - 14	\$229.30	\$1.90	\$231.20
15	\$249.68	\$2.07	\$251.75
16	\$257.48	\$2.13	\$259.61
17	\$265.27	\$2.19	\$267.46
18	\$273.66	\$2.27	\$275.93
19	\$282.06	\$2.33	\$284.39
20	\$290.75	\$2.40	\$293.15
21	\$299.74	\$2.48	\$302.22
22	\$299.74	\$2.48	\$302.22
23	\$299.74	\$2.48	\$302.22
24	\$299.74	\$2.48	\$302.22
25	\$300.94	\$2.49	\$303.43
26	\$306.93	\$2.54	\$309.47
27	\$314.13	\$2.60	\$316.73
28	\$325.82	\$2.69	\$328.51
29	\$335.41	\$2.77	\$338.18
30	\$340.20	\$2.82	\$343.02
31	\$347.40	\$2.87	\$350.27
32	\$354.59	\$2.94	\$357.53
33	\$359.09	\$2.97	\$362.06
34	\$363.88	\$3.02	\$366.90
35	\$366.28	\$3.03	\$369.31
36	\$368.68	\$3.05	\$371.73
37	\$371.08	\$3.07	\$374.15
38	\$373.48	\$3.09	\$376.57

Rate grid for: PriorityHSA POS 1400



Zip code: 49301
 County: KENT
 Effective Date: 04/01/2021

Generated on: 01/06/2021

Age	Member rate (without taxes and fees)	Taxes and fees	Member rate (with taxes and fees)
39	\$378.27	\$3.13	\$381.40
40	\$383.07	\$3.17	\$386.24
41	\$390.26	\$3.23	\$393.49
42	\$397.16	\$3.28	\$400.44
43	\$406.75	\$3.36	\$410.11
44	\$418.74	\$3.46	\$422.20
45	\$432.82	\$3.59	\$436.41
46	\$449.61	\$3.72	\$453.33
47	\$468.49	\$3.88	\$472.37
48	\$490.07	\$4.06	\$494.13
49	\$511.36	\$4.23	\$515.59
50	\$535.34	\$4.42	\$539.76
51	\$559.02	\$4.62	\$563.64
52	\$585.09	\$4.84	\$589.93
53	\$611.47	\$5.06	\$616.53
54	\$639.94	\$5.30	\$645.24
55	\$668.42	\$5.53	\$673.95
56	\$699.29	\$5.79	\$705.08
57	\$730.47	\$6.04	\$736.51
58	\$763.74	\$6.32	\$770.06
59	\$780.22	\$6.46	\$786.68
60	\$813.49	\$6.74	\$820.23
61	\$842.27	\$6.97	\$849.24
62	\$861.15	\$7.13	\$868.28
63	\$884.83	\$7.32	\$892.15

Rate grid for: PriorityHSA POS 1400



Zip code: 49301

County: KENT

Effective Date: 04/01/2021

Generated on: 01/06/2021

Age	Member rate (without taxes and fees)	Taxes and fees	Member rate (with taxes and fees)
64+	\$899.22	\$7.44	\$906.66

Small Business MAPD Manual Verification Form (2Q – April-June 2021)

Effective date: April 1, 2021
 Group name: Ada Township
 Group number: 785567

Benefit	PriorityMedicare Essential (HMO-POS)	PriorityMedicare Basic (HMO-POS)	PriorityMedicare Enhanced (HMO-POS)	PriorityMedicare Elevate (PPO)
Maximum out-of-pocket	IN: \$6,700 / OON: \$6,700	IN: \$5,500 / OON: \$6,700	IN: \$4,000 / OON: \$6,700	Combined (IN/OON): \$2,000
Medical deductible	IN: \$425 / OON: \$1,250	IN: \$300 / OON: \$1,000	IN: \$50 / OON: \$500	Combined (IN/OON): \$250
Rx deductible	\$0	\$0	\$0	\$0
Rx cost-share	\$15/\$15/\$50/\$80/20% up to \$150	\$15/\$15/\$50/\$80/20% up to \$150	\$10/\$10/\$40/\$70/20% up to \$100	\$3/\$8/\$35/\$65/\$65
Inpatient hospital	IN: \$100/day, days 1-5 / OON: 40%	IN: \$50/day, days 1-5 / OON: 30%	IN: \$0/day / OON: 20%	IN/OON: \$0/day
PCP/specialist visit	IN: \$20/\$30 / OON: 40%	IN: \$15/\$25 / OON: 30%	IN: \$10/\$20 / OON: 20%	IN/OON: \$10/\$20
Emergency care/Urgently needed services	IN/OON: \$65/\$50	IN/OON: \$65/\$45	IN/OON: \$65/\$40	IN/OON: \$80/\$40
Ambulance	IN/OON: \$125	IN/OON: \$100	IN/OON: \$100	IN/OON: \$100
Durable medical equipment/prosthetic & orthotics	IN: 20% / OON: 50%	IN: 20% / OON: 50%	IN: 20% / OON: 50%	IN/OON: 20%

New Rates \$281.56 \$336.17 \$415.00 \$431.97

Group representative signature: _____

Benefit changes are only allowed at your renewal date. Priority Health reserves the right to re-rate at any time if discrepancies are found.



MEMORANDUM

Date: 2/17/21

TO: Ada Township Board
FROM: Julius Suchy, Township Manager
RE: 4th of July Fireworks Display Contract for 2021

Background:

Historically Ada Township and Cascade Township have shared costs equally for an annual 4th of July Firework Display. Following the annual event Ada invoices Cascade Township for their share of the expense. In 2017 the Township approved a three-year contract with Zambelli Fireworks for 2018, 2019 and 2020. The final year of the contract (2020) was cancelled due to COVID.

Zambelli has contacted Ada with an updated contract for the 2021 calendar year to take care of the last year of the contract. The cost for the fireworks is the same as previous years \$14,000 and is planned for Saturday July 3, 2021 with a rain date of Monday July 5, 2021. A map of launch location is enclosed.

I did request an addition to the contract that spelled out any cancellation related to COVID. It is not anticipated to be an issue but I want to make sure the Township is covered in case there is a surge in cases and orders from the Michigan Department of Health and Human Services does not allow for this type of gathering. This addition is included as a separate contract addendum.

I have contacted Cascade Township and they are supportive of continuing with the cost share.

Recommended Action:

Staff would recommend approval of the agreement with Zambelli for a Fireworks show to be held on July 3, 2021 with a rain date of July 5, 2021.

Requested Motion: Motion to Approve Zambelli Fireworks Agreement for an Amount not to Exceed \$14,000.

ZABELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 6th day of January 2021, by and between:

Zambelli Fireworks Manufacturing Co. of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Ada Township Fire Department of Ada, Michigan (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date") which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 3, 2021

Postponement Date: July 5, 2021

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Zambelli furnished insurance exposure in connection with the subject Display is not subject to deviation. Should client request any scale of modification; corresponding fee(s) to accommodate shall not be borne by Zambelli.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$14,000** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Client will assist Zambelli when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
 13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of,

or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to PO Box 37, Ada, MI 49301.
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Printed Name and Title

Printed Name and Title

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

120 Marshall Drive

Warrendale, PA 15086

724-658-6611

800-245-0397

FAX 724-658-8318

ZAMBELLI FIREWORKS MANUFACTURING CO.
Contract Addendum
COVID-19—Display Cancellation/Postponements

This addendum will amend the original contract dated **January 6, 2021** between **Ada Township Fire Department of Ada, MI** and **Zambelli Fireworks** which was signed on _____.

Because of continued uncertainty regarding COVID-19, Zambelli Fireworks will implement the following terms regarding 2021 displays:

- Per contract, a 2021 display, unless contracted otherwise, will require a 50% deposit.
- **A COVID- caused cancellation prior to 30-days** of a display will not result in the contractual cancellation/postponement fees identified in the contract.
 - Exceptions include reimbursement for possible expenses (barge rental/truck rental etc.) that are communicated requiring a timelier notification as agreed between the customer and Project Manager.
 - The deposit will be retained by Zambelli Fireworks to be used for either a 2021 postponement date or for a rescheduled display in 2022. If an exception is required, the Project Manager will work with the Client to resolve amicably.
- **Cancellation WITHIN 30-days of the display date** will revert to the terms of the original contract. Project Managers will work in a congenial manner to minimize the potential for these expenses including agreement to implement a 2021 or 2022 postponement. IF not possible, cancellation fees will be deducted from the deposit.

This addendum is made effective as of the date of signature by both parties. All other terms and conditions of the current contract agreement shall apply to this addendum.

FOR: Client

FOR: Zambelli Fireworks Manufacturing

BY _____

BY _____

(Date)

(Date)

John Greer, Project Manager

Printed Name and Title

Zambelli Fireworks

120 Marshall Drive
Warrendale, PA 15086

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

2021 REQUIRED DIAGRAM AND FIRING SITE INFORMATION

Our goal is to provide you with the **BEST** possible display for your event dollar, under the safest conditions.

It is a requirement of our Insurance Carrier and the authority having jurisdiction that a SCALE firing site diagram or aerial photograph be provided showing accurate distances in **ALL DIRECTIONS** to buildings, spectators, parking and bulk storage facilities, as well as roadways and highways that will remain open during the fireworks presentation. The scale firing site diagram or aerial photograph must clearly indicate the safety zone lines and limits that have been established for this program. An approved SCALE firing site diagram could be kept on file for future reference! Insurance Certificates will not be processed unless an approved firing site diagram or aerial photograph has been submitted.

Please use the following checklist to assist you in submitting your map or diagram. If an item is not applicable to your situation, please insert N/A.

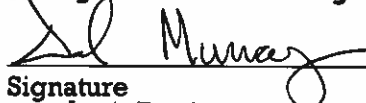
Distances from the firing site to the following:

- 1) Spectators/Audience/Viewing Area 502 Feet
- 2) Parking Areas 502 Feet
- 3) Occupied Buildings: (Residents) 570 Feet
- 4) Public Buildings: (Schools, Churches, Hospitals
Correctional Facilities, Etc.) 500 Feet
- 5) Fuel Pumps/Storage, Explosive/Toxic Material Storage
(Gasoline Stations, Refineries, Etc.) N/A Feet
- 6) Temporary Event Set-ups: (Tents, Carnival Rides,
Concession Stands, Etc.) N/A Feet
- 7) Highways, Roads, Streets, Etc. 430 Feet
- 8) Overhead Obstructions: (Power Lines, Lighting, Etc.) _____ Feet
- 9) Active Railroads N/A Feet
- 10) Operating airports 3.5 Nautical Miles

Firing Site Location Coordinates

Firing Site Location Latitude: 42° 56' 45.01 (North)

Firing Site Location Longitude: 85° 30' 56.12 (West)


Signature

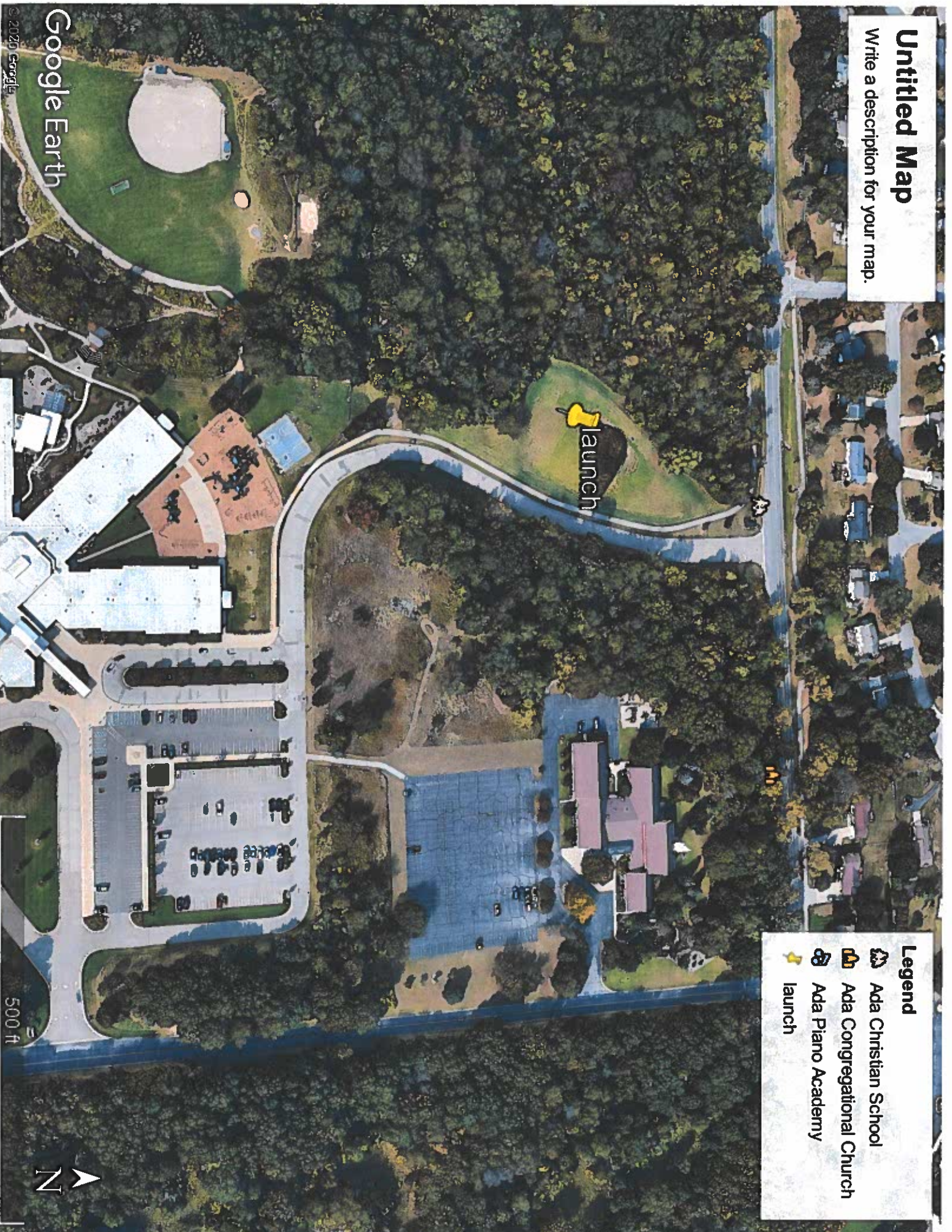
Fire Chief
Title

1-15-2021
Date

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

Untitled Map

Write a description for your map.



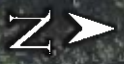
Legend

- Ada Christian School
- Ada Congregational Church
- Ada Piano Academy
- launch

Google Earth

© 2020 Google

500 ft





Township Manager Report for February 17, 2021

Submitted by Township Manager Julius Suchy

Amy Van Andel Library – Ada Community Center Update:

- Staff is not currently planning on renting out the two community rooms until after the planned public dedication in mid-march. This will allow the COVID protocols to be clearer as well allow the Township to continue towards implementation of the RecPro software.
- The three (3) couches that were identified as an issue have been removed (placed in storage inside building) and I am working with Trellis to determine replacement options. I will be working with the major donor as well as Trustee Jacobs to identify new furniture to replace these pieces. We may be looking at options outside of couches due to COVID and design fit to the facility. I will provide updates on this when I have more information.
- The Township is working with Seyferth PR on a public dedication event that meets the requirements of the Michigan Department of Health and Human Services (MDHHS). The public dedication will have a small group in person with a large social media presence similar to our Covered Bridge lighting that took place this winter.
- Amway has offered to provide limited in-kind support to the Township to assist in setting up rentals at the Township and help us review what we currently have for other facilities and how to best showcase and market the rental options. I will be working with Mark Fitzpatrick, Parks Director to meet with this individual and discuss next steps.
- If anyone is interested in a tour of the facility please let me know and I am happy to take you through.

Public Safety Millage Update:

I have received the deadlines for election dates and I am working to schedule a Public Safety Committee Hearing in the next few weeks so that we can finalize plans for the millage request. Clerk Smith has indicated that there may be two county elections so there may be an opportunity to avoid a special election. I will provide additional updates as they become available.

CARES ACT Funding Update:

The Township received an additional check from Kent County for \$25,366.05 for excess CARES Act fund expenses. When I submitted our documentation for the \$321,851.01 grant, I submitted expenditures totaling \$348,305.27 (\$26,454.26 more than the grant total) as those were all of the COVID eligible expenses I felt Ada Township incurred. This was done to ensure that if a cost was deemed ineligible the Township wouldn't have to send funds back to Kent County, but also to make sure if there were extra funds that the County would already have all the documentation necessary to provide funds to the Township.

FY 21-22 Draft Budget Update:

Since our budget work session, I have continued to work on the budget and make changes as necessary to incorporate comments provided at the work session as well as address items that staff has been made aware of since our work session.

One large item will be a reduction in the amount of general fund money budgeted for street improvements. The project will take place over a two-year period which means that the amount the Township has budgeted (\$550,000) for FY 21-22 will decrease to \$387,901 based on the lane miles cost split and \$176,319 for FY 22-23.

Kent County Road Commission Five Year Plan:

Steve Groenenboom, Moore & Bruggink and I met with representatives from the Kent County Road Commission (KCRC) to discuss the cost share for the Adatownne/Adacroft projects. During this meeting I requested that the KCRC provide the Township with a five-year plan for recommended repairs/surface treatments so that we can determine our baseline maintenance budget to keep our streets in good shape.

Sanitary Sewer Commercial Restaurant Rate Review:

In recent weeks I have been made aware of the fact that based on our current sanitary sewer rate structure – different commercial customers who in theory should be paying similar charges are not. This inequity has been highlighted by the pandemic and restaurants being closed to indoor service for months at a time.

I have asked Steve Groenenboom to review this issue and determine if minor modifications can be made to our rate structure to allow for a more equitable rate structure. I have also asked staff to provide me with a listing of commercial restaurants that are dealing with this situation so I can understand the size of the issue. Once I have reviewed this information, I will take it to the Building/Grounds/Utilities Committee to discuss possible next steps.

Utility Bill Penalty Waiving Policy:

Staff is reviewing potential policies related to the waiving of late utility bill payments. Working with utility department staff it has been the past practice of the Township to waive late utility bill penalties if it was the account holders first time receiving a penalty. It does not seem as though this was a documented policy and I would like to have the Township establish a formal policy that removes the responsibility of staff to make a determination on whether a late fee is waived.

Historical Society Updated Agreements:

The Township and Historical Society have operated off of an agreement that was last updated in 2012. This agreement spells out the responsibilities of both parties but does not include the annual museum manager support the Township provides (\$25,000). I will be working with Kristen Wildes, Museum Manager to identify what updates are needed and bring this to the administrative committee prior to the Township Board reviewing it.

Liability Insurance Renewal:

I am working with Hub International our Liability Insurance carrier on our annual renewal. The renewal date is April 1, 2021. I will be reviewing existing coverages and determining if there are any changes that need to be made prior to the renewal. In the future I would like to explore a request for proposal to confirm that the Township is receiving the best service available for the money spent.

Trails Bond Update:

Staff met with our engineer to discuss options for repair projects in 2021, new construction projects that are feasible to undertake in 2021 and a timeline for permitting and scheduling of projects to be included in bond. Once they have provided us with the feasibility information, we will present it to the necessary boards and move forward to start the bond process. Staff is still waiting for this report and will present it to the board when it is received.

Township Hall Fiber Update:

Comcast has scheduled a site visit to determine the best way to bring fiber to the facility from the intersection of Headley/Ada Drive. Their initial proposal indicated they would run the fiber on the north side of Ada Drive and then running down the West/South side of Bronson St. to the Assembly Hall side of Township Hall. I have asked them to look at running the line through the front of Township Hall as I think it would be more cost effective and eliminate extra right-of-way issues on their original path.

Virtual Meetings Update: *(Left from Previous Report as Reminder)*

Under the Michigan Department of Health and Human Services epidemic order released January 22, which went into effect until Monday, Feb. 1, all township meetings must remain virtual until Feb. 21. The order loosened restrictions on some indoor gatherings, including allowing indoor dining at restaurants with certain requirements, among a few others. But non-residential indoor gatherings, which include public meetings, are limited to no more than 10 people from no more than two households, which effectively still prohibits public meetings. As a reminder, under Public 254 of 2020, townships, and all local governments, can continue to meet using virtual options that allow people to log in, or phone in without computer or internet access—or both—to a meeting for any reason through March 30, 2021.

**ADA TOWNSHIP TREASURER'S
INVESTMENT REPORT
September 30, 2020**

Name	Bank Rating	Account #	Purchase Date	Maturity Date	Rate	August Interest	Balance 08/31/2020	Purchases	September Interest	Balance 09/30/2020																														
Cash																																								
Chemical Bank	****																																							
General fund		3811	-	-	0.02%	\$ 56.35	\$ 3,139,187.58		\$ 19.65	\$ 2,391,738.75																														
CB Muni Now (GO Capital Improvement Bonds proceeds)		6765	-	-	0.09%	\$ 101.38	\$ 1,279,551.09		\$ 48.94	\$ 48.94																														
Tax Checking		3829		-	0.01%	\$ 18.69	\$ 8,378,225.38		\$ 103.36	\$ 13,884,006.13																														
DDA Account				-	0.00%	\$ -	\$ -		\$ -	\$ -																														
Total						\$ 176.42	\$ 12,796,964.05		\$ 171.95	\$ 16,275,793.82																														
Pooled Funds																																								
Michigan Class (Bond proceeds)		5			0.11%	\$ 606.17	\$ 3,741,966.81		\$ 338.92	\$ 3,742,305.73																														
Michigan Class (2020 Bond proceeds)		6			0.11%	\$ 1,591.34	\$ 9,823,386.26		\$ 889.71	\$ 9,824,275.97																														
Kent County				-	0.76%	\$ 940.74	\$ 1,213,209.30		\$ 802.73	\$ 1,291,512.03																														
Total						\$ 3,138.25	\$ 14,778,562.37		\$ 2,031.36	\$ 14,858,093.73																														
Certificates of Deposit																																								
Chemical Bank	****																																							
General Fund 12 month (sewer)		1479/5782	5/2/2020	5/2/2021	0.45%	\$ -	\$ 547,619.82		\$ -	\$ 547,619.82																														
General Fund 12 month (H2O)		9544	7/1/2019	7/1/2021	0.18%	\$ -	\$ 296,489.39		\$ -	\$ 296,489.39																														
General Fund 24 month (HBS)		4179/3722	7/5/2019	7/5/2021	2.60%	\$ 1,407.65	\$ 640,613.55		\$ 1,410.75	\$ 642,024.30																														
General Fund 12 month (HBS)		6930	8/11/2020	8/11/2021	0.30%	\$ 7,815.47	\$ 1,706,828.80		\$ -	\$ 1,706,828.80																														
Union Bank	***																																							
General Fund 24 month (HBS)		4161/1843	12/9/2019	12/9/2021	1.87%	\$ -	\$ 504,698.80		\$ 2,378.86	\$ 507,077.66																														
Total						\$ 9,223.12	\$ 3,696,250.36		\$ 3,789.61	\$ 3,700,039.97																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5">Bank Ratings from Bankrate.com</th> </tr> </thead> <tbody> <tr> <td>****</td> <td></td> <td></td> <td></td> <td>Superior</td> </tr> <tr> <td>****</td> <td></td> <td></td> <td></td> <td>Sound</td> </tr> <tr> <td>***</td> <td></td> <td></td> <td></td> <td>Performing</td> </tr> <tr> <td>**</td> <td></td> <td></td> <td></td> <td>Below peer group</td> </tr> <tr> <td>*</td> <td></td> <td></td> <td></td> <td>Lowest rated</td> </tr> </tbody> </table>											Bank Ratings from Bankrate.com					****				Superior	****				Sound	***				Performing	**				Below peer group	*				Lowest rated
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****				Sound																																				
***				Performing																																				
**				Below peer group																																				
*				Lowest rated																																				
Totals						\$ 12,537.79	\$ 31,271,776.78		\$ 5,992.92	\$ 34,833,927.52																														
Prepared by: Kevin Moran, Treasurer																																								
Updated: 12/30/2020																																								

Note: The interest rate shown is for the month for the cash accounts whereas the rate of interest for the certificates of deposit is for the term negotiated.

**ADA TOWNSHIP TREASURER'S
INVESTMENT REPORT
October 31, 2020**

Name	Bank Rating	Account #	Purchase Date	Maturity Date	Rate	September Interest	Balance 09/30/2020	Purchases	October Interest	Balance 10/31/2020																														
Cash																																								
Chemical Bank	****																																							
General fund		3811	-	-	0.00%	\$ 19.65	\$ 2,391,738.75		\$ -	\$ 2,759,024.21																														
CB Muni Now (GO Capital Improvement Bonds proceeds)		6765	-	-	0.00%	\$ 48.94	\$ 48.94		\$ -	\$ -																														
Tax Checking		3829		-	0.00%	\$ 103.36	\$ 13,884,006.13		\$ -	\$ 165,375.24																														
DDA Account				-	0.00%	\$ -	\$ -		\$ -	\$ -																														
Total						\$ 171.95	\$ 16,275,793.82		\$ -	\$ 2,924,399.45																														
Pooled Funds																																								
Michigan Class (Bond proceeds)		5			0.10%	\$ 338.92	\$ 3,742,305.73		\$ 318.53	\$ 2,000,024.07																														
Michigan Class (2020 Bond proceeds)		6			0.10%	\$ 889.71	\$ 9,824,275.97		\$ 870.97	\$ 9,825,146.94																														
Kent County				-	0.69%	\$ 802.73	\$ 1,291,512.03		\$ 773.30	\$ 1,292,285.33																														
Total						\$ 2,031.36	\$ 14,858,093.73		\$ 1,962.80	\$ 13,117,456.34																														
Certificates of Deposit																																								
Chemical Bank	****																																							
General Fund 12 month (sewer)		1479/5782	5/2/2020	5/2/2021	0.45%	\$ -	\$ 547,619.82		\$ 207.05	\$ 547,826.87																														
General Fund 12 month (H2O)		9544	7/1/2019	7/1/2021	0.18%	\$ -	\$ 296,489.39		\$ -	\$ 296,489.39																														
General Fund 24 month (HBS)		4179/3722	7/5/2019	7/5/2021	2.60%	\$ 1,410.75	\$ 642,024.30		\$ 1,368.25	\$ 643,392.55																														
General Fund 12 month (HBS)		6930	8/11/2020	8/11/2021	0.30%	\$ -	\$ 1,706,828.80		\$ -	\$ 1,706,828.80																														
Union Bank	***																																							
General Fund 24 month (HBS)		4161/1843	12/9/2019	12/9/2021	1.87%	\$ 2,378.86	\$ 507,077.66		\$ -	\$ 507,077.66																														
Total						\$ 3,789.61	\$ 3,700,039.97		\$ 1,575.30	\$ 3,701,615.27																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5">Bank Ratings from Bankrate.com</th> </tr> </thead> <tbody> <tr> <td>****</td> <td colspan="4">Superior</td> </tr> <tr> <td>****</td> <td colspan="4">Sound</td> </tr> <tr> <td>***</td> <td colspan="4">Performing</td> </tr> <tr> <td>**</td> <td colspan="4">Below peer group</td> </tr> <tr> <td>*</td> <td colspan="4">Lowest rated</td> </tr> </tbody> </table>											Bank Ratings from Bankrate.com					****	Superior				****	Sound				***	Performing				**	Below peer group				*	Lowest rated			
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****	Sound																																							
***	Performing																																							
**	Below peer group																																							
*	Lowest rated																																							
Totals						\$ 5,992.92	\$ 34,833,927.52		\$ 3,538.10	\$ 19,743,471.06																														
Prepared by: Kevin Moran, Treasurer																																								
Updated: 02/18/2021																																								

Note: The interest rate shown is for the month for the cash accounts whereas the rate of interest for the certificates of deposit is for the term negotiated.

**ADA TOWNSHIP TREASURER'S
INVESTMENT REPORT
November 30, 2020**

Name	Bank Rating	Account #	Purchase Date	Maturity Date	Rate	October Interest	Balance 10/31/2020	Purchases	November Interest	Balance 11/30/2020																														
Cash																																								
Chemical Bank	****																																							
General fund		3811	-	-	0.00%	\$ -	\$ 2,759,024.21		\$ -	\$ 4,242,090.86																														
CB Muni Now (GO Capital Improvement Bonds proceeds)		6765	-	-	0.00%	\$ -	\$ -		\$ -	\$ -																														
Tax Checking		3829		-	0.00%	\$ -	\$ 165,375.24		\$ -	\$ 37,498.68																														
DDA Account				-	0.00%	\$ -	\$ -		\$ -	\$ -																														
Total						\$ -	\$ 2,924,399.45		\$ -	\$ 4,279,589.54																														
Pooled Funds																																								
Michigan Class (Bond proceeds)		5			0.87%	\$ 318.53	\$ 2,000,024.07		\$ 122.99	\$ 9.46																														
Michigan Class (2020 Bond proceeds)		6			0.87%	\$ 870.97	\$ 9,825,146.94		\$ 697.59	\$ 9,825,844.53																														
Kent County				-	0.73%	\$ 773.30	\$ 1,292,285.33		\$ 790.03	\$ 1,293,075.36																														
Total						\$ 1,962.80	\$ 13,117,456.34		\$ 1,610.61	\$ 11,118,929.35																														
Certificates of Deposit																																								
Chemical Bank	****																																							
General Fund 12 month (sewer)		1479/5782	5/2/2020	5/2/2021	0.45%	\$ 207.05	\$ 547,826.87		\$ -	\$ 547,826.87																														
General Fund 12 month (H2O)		9544	7/1/2020	7/1/2021	0.18%	\$ -	\$ 296,489.39		\$ -	\$ 296,489.39																														
General Fund 24 month (HBS)		4179/3722	7/5/2019	7/5/2021	2.60%	\$ 1,368.25	\$ 643,392.55		\$ 1,416.87	\$ 644,809.42																														
General Fund 12 month (HBS)		6930	8/11/2020	8/11/2021	0.30%	\$ -	\$ 1,706,828.80		\$ 430.21	\$ 1,707,259.01																														
Union Bank	***																																							
General Fund 24 month (HBS)		4161/1843	12/9/2019	12/9/2021	1.87%	\$ -	\$ 507,077.66		\$ -	\$ 507,077.66																														
Total						\$ 1,575.30	\$ 3,701,615.27		\$ 1,847.08	\$ 3,703,462.35																														
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Totals						\$ 3,538.10	\$ 19,743,471.06		\$ 3,457.69	\$ 19,101,981.24																														
Prepared by: Kevin Moran, Treasurer																																								
Updated: 02/18/2021																																								

Note: The interest rate shown is for the month for the cash accounts whereas the rate of interest for the certificates of deposit is for the term negotiated.

**ADA TOWNSHIP TREASURER'S
INVESTMENT REPORT
December 31, 2020**

Name	Bank Rating	Account #	Purchase Date	Maturity Date	Rate	November Interest	Balance 11/30/2020	Purchases	December Interest	Balance 12/31/2020																														
Cash																																								
Chemical Bank	****																																							
General fund		3811	-	-	0.00%	\$ -	\$ 4,242,090.86		\$ -	\$ 3,157,403.80																														
CB Muni Now (GO Capital Improvement Bonds proceeds)		6765	-	-	0.00%	\$ -	\$ -		\$ -	\$ -																														
Tax Checking		3829		-	0.00%	\$ -	\$ 37,498.68		\$ -	\$ 5,162,935.45																														
DDA Account				-	0.00%	\$ -	\$ -		\$ -	\$ -																														
Total						\$ -	\$ 4,279,589.54		\$ -	\$ 8,320,339.25																														
Pooled Funds																																								
Michigan Class (Bond proceeds)		5			0.79%	\$ 122.99	\$ 9.46		\$ -	\$ 9.46																														
Michigan Class (2020 Bond proceeds)		6			0.79%	\$ 697.59	\$ 9,825,844.53		\$ 654.99	\$ 9,826,499.52																														
Kent County				-	0.75%	\$ 790.03	\$ 1,293,075.36		\$ 830.76	\$ 1,293,906.12																														
Total						\$ 1,610.61	\$ 11,118,929.35		\$ 1,485.75	\$ 11,120,415.10																														
Certificates of Deposit																																								
Chemical Bank	****																																							
General Fund 12 month (sewer)		1479/5782	5/2/2020	5/2/2021	0.45%	\$ -	\$ 547,826.87		\$ -	\$ 547,826.87																														
General Fund 12 month (H2O)		9544	7/1/2020	7/1/2021	0.18%	\$ -	\$ 296,489.39		\$ 272.83	\$ 296,762.22																														
General Fund 24 month (HBS)		4179/3722	7/5/2019	7/5/2021	2.60%	\$ 1,416.87	\$ 644,809.42		\$ 1,374.18	\$ 646,183.60																														
General Fund 12 month (HBS)		6930	8/11/2020	8/11/2021	0.30%	\$ 430.21	\$ 1,707,259.01		\$ -	\$ 1,707,259.01																														
Union Bank	***																																							
General Fund 24 month (HBS)		4161/1843	12/9/2019	12/9/2021	1.87%	\$ -	\$ 507,077.66		\$ 2,364.09	\$ 509,441.75																														
Total						\$ 1,847.08	\$ 3,703,462.35		\$ 4,011.10	\$ 3,707,473.45																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5" style="text-align: center;">Bank Ratings from Bankrate.com</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">****</td> <td colspan="4" style="text-align: center;">Superior</td> </tr> <tr> <td style="text-align: center;">****</td> <td colspan="4" style="text-align: center;">Sound</td> </tr> <tr> <td style="text-align: center;">***</td> <td colspan="4" style="text-align: center;">Performing</td> </tr> <tr> <td style="text-align: center;">**</td> <td colspan="4" style="text-align: center;">Below peer group</td> </tr> <tr> <td style="text-align: center;">*</td> <td colspan="4" style="text-align: center;">Lowest rated</td> </tr> </tbody> </table>											Bank Ratings from Bankrate.com					****	Superior				****	Sound				***	Performing				**	Below peer group				*	Lowest rated			
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Totals						\$ 3,457.69	\$ 19,101,981.24		\$ 5,496.85	\$ 23,148,227.80																														
Prepared by: Kevin Moran, Treasurer																																								
Updated: 02/18/2021																																								

Note: The interest rate shown is for the month for the cash accounts whereas the rate of interest for the certificates of deposit is for the term negotiated.