

#### AGENDA ADA TOWNSHIP REGULAR BOARD MEETING MONDAY, FEBRUARY 24, 2025, at 7:00 P.M. ADA TOWNSHIP HALL 7330 THORNAPPLE RIVER DRIVE

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. MOMENT OF SILENCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA
- VI. GENERAL TOWNSHIP BUSINESS Motion to approve minutes and accept and file reports/communications under consent agenda
  - A. APPROVAL OF TOWNSHIP BOARD MINUTES
    - 1. Regular Board Meeting Minutes February 10, 2025
    - 2. Special Board Meeting Minutes February 13, 2025
  - B. RECEIVE AND FILE VARIOUS REPORTS AND COMMUNICATIONS
    - 1. Ada Historical Society Meeting Minutes January 9, 2025
    - 2. Downtown Development Authority Meeting Minutes January 13, 2025
    - Downtown Development Authority Work Session Meeting Minutes January 15, 2025
- VII. APPROVAL OF WARRANTS A. Township General Warrants
- VIII. PUBLIC COMMENT (Limit of 3 Minutes Per Speaker)
- IX. UNFINISHED BUSINESS None
- X. PUBLIC HEARING None
- XI. NEW BUSINESS
  - A. Consider Award of Pettis Avenue Phase II Trail Bid to C&D Hughes for an Amount Not to Exceed \$2,556,565.15
  - B. Consider Approval of Proposal for Moore + Bruggink Pettis Avenue Trail Phase II Budget for Design and Construction Engineering, Honey Creek Intersection Improvements, Soil Borings, Wetland Issues, and Project Contingencies for an Amount Not to Exceed \$543,434.85

- C. Knapp Street & Thornapple River Bridge Updates Steve Groenenboom, Moore + Bruggink
- D. Award Three Year Weed & Fertilizer Contract to Thornapple River Nursery for an Amount Not to Exceed \$25,473.00
- E. Award Three-Year Certified Playground Mulch Bid to 3 Oaks Ground Cover for an Amount Not to Exceed \$8,820.00
- F. Consider Recommendation from Parks, Recreation, and Land Preservation Advisory Board to Approve Progressive Companies Proposal to Complete Design Engineering, Staking, and Materials Testing for Covered Bridge Park
- G. Consider Purchase of Two Ventilated Doors for Ada Park Shelter Restroom from Fisher Door & Hardware for an Amount Not to Exceed \$6,412.00
- H. Resolution R-022425-1: A Resolution to Update the Township Cemetery Fee Structure
- I. Schedule Public Hearing for Ordinance O-031025-1: An Ordinance to Amend the Code of Ordinances Relates to Cemeteries
- J. Township Committee Appointment Recommendations Supervisor Korth

#### XII. DEPARTMENT REPORTS

- A. Township Manager Report February 19, 2025
- XIII. BOARD MEMBER COMMENT
- XIV. CLOSED SESSION None

#### XV. OPPORTUNITY FOR ADDITIONAL PUBLIC COMMENT (Limit of 3 Minutes Per Speaker)

XVI. ADJOURNMENT



#### ADA TOWNSHIP REGULAR BOARD MEETING MONDAY, FEBRUARY 10, 2025, at 7:00 P.M. MINUTES

Supervisor Korth called the regular meeting of the Township Board to order at 7:00 P.M. Board Members Present: Supervisor Korth, Clerk DeMarco, Treasurer Moran, Trustee Proos, Trustee Hurwitz.

Board Members Absent: Trustee Carter, Trustee Damstra.

**Staff Present:** Township Manager Suchy, Deputy Clerk McIntosh, Planning Director Said, Buildings, Facilities and Grounds Director Brinks, Accountant Rodriguez, Fire Chief Murray, Assessor Boerman, Parks and Recreation Director Deason.

Members of the Public: 6 members of the public.

#### APPROVAL OF AGENDA

Moved by Trustee Hurwitz, supported by Trustee Proos to approve the agenda as presented. Motion Carried.

#### **GENERAL TOWNSHIP BUSINESS**

Moved by Trustee Proos, supported by Trustee Hurwitz to approve minutes and accept and file reports/communications under consent agenda. Motion Carried.

- A. APPROVAL OF TOWNSHIP BOARD MINUTES
  - 1. Regular Board Meeting Minutes January 27, 2025
- B. RECEIVE AND FILE VARIOUS REPORTS AND COMMUNICATIONS
  - 1. Revenue & Expense Report as of January 31, 2025
  - 2. F&V Operations and Resource Management Annual Cost of Services Increase Letter – January 29, 2025

#### **APPROVAL OF WARRANTS**

Treasurer Moran presented the following amounts of the Township Warrants:

Hand Checks: \$27,260.05

Warrants: \$396,949.70

Total Checks and Warrants: \$424,209.75

Board members inquired regarding the changed numbers of the report, requesting clarification. Staff Accountant Rodriguez and Township Manager Suchy provided clarity and financial transparency. **Moved by Trustee Proos, supported by Trustee Hurwitz to approve the February 10, 2025, Warrant Report in the total amount of \$424,209.75. Roll Call: Yes- 6 (Korth, DeMarco, Moran, Proos, Hurwitz); No- 0; Absent- 2 (Damstra, Carter). Motion Carried.** 

#### **PUBLIC COMMENT**

Mark Hunsaker, 2945 Mila Via Court. He is here regarding the 3 Mile Road project. He stated that he attended the Kent County Road Commission, and he stated that Mr. Burns was not in support of the paving project. Mr. Hunsaker stated that a petition has been filed, the public hearing has been held, and engineering has been out to look at the site. He stated that the Road Commission is

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hesitant due to the natural beauty road, the safety issue, and setting a presentient. He hopes the board will have different thoughts.

#### UNFINISHED BUSINESS There was no unfinished business.

#### PUBLIC HEARING

There was no public hearing.

#### **NEW BUSINESS**

## Discuss Next Steps Regarding Request to Pave Three Mile Road from Pavement Extent to 450' Easterly

Township Manager Suchy stated he recently attended the Kent County Road Commission (KCRC) meeting where it was decided that the KCRC was not going to proceed with the project. Suchy stated that he discussed a pavement-to-pavement solution with the Road Commission. Suchy stated that he has not received a petition for the remainder of 3 Mile Road, and is open to next steps and recommendations from Board members. Board members expressed frustration with the results of the road commission answer due to the work put forward by the residents. Treasurer Moran stated that it is not in the best interest of the Township to continue with the issue. Supervisor Korth stated that guidance would be required, as the road is a safety concern. Trustee Proos stated that the issue should be tabled, and believes that the board is supportive of paving certain areas and change can happen. **Moved by Trustee Proos, supported by Trustee Hurwitz to table the issue. Motion Carried.** 

# Consider Proposal from Cummings for Annual Generator Maintenance for an Amount Not to Exceed \$41,996.49

Township Manager Suchy thanked Trustee Proos for the Cummings recommendation and stated the recommendation was a better price. Stephanie Kozal, F&V Operations stated it is a twice a year visit and preventative maintenance schedule. **Moved by Trustee Proos, supported by Trustee Hurwitz to approve the purchase of an amount not to exceed \$41,996.49. Motion Carried.** 

## Consider Purchase of 12-Inch Master Meter for Ada Drive Booster Station from Usa Bluebook for an Amount Not to Exceed \$8,698.74

Stephanie Kozal, F&V Operations. She stated the incorrect attachment was included, stating that Emerson was the company that was chosen. No Action needed. Township Manager Suchy stated that Admin committee would approve of the purchase due to the Emerson cost.

# Resolution R-021025-1: A Resolution to Authorize Annual Application and Permit for Miscellaneous Operations within the State Highway Right-of-Way

Manager Suchy stated that this is a new annual resolution and allows the Kent County Road Commission to do work in right of way without needing emergency protocols in case of emergency. **Moved by Trustee Hurwitz, supported by Treasurer Moran to approve R-021025-1. Roll Call: Yes- 6 (Korth, DeMarco, Moran, Proos, Hurwitz); No- 0; Absent- 2 (Damstra, Carter). Motion Carried.**  Ada Township Regular Board Meeting February 10, 2025 Page **3** of **4** 

# Resolution R-021025-2: A Resolution to Appoint George Kiefer & Catherine Jacobs to the Compensation Commission

Supervisor Korth stated that he has been working on these appointments, and he stated that this commission needs to meet to proceed with the budget process. He stated that Catherine Jacobs served as trustee and the board is very grateful to have her working with the board again. Supervisor Korth stated that the Admin Committee liked both candidates. **Moved by Treasurer Moran, supported by Clerk DeMarco to approve R-021025-2. Roll Call: Yes- 6 (Korth, DeMarco, Moran, Proos, Hurwitz); No- 0; Absent- 2 (Damstra, Carter). Motion Carried.** 

#### Consider Adoption of Policy to Comply with Employee Sick Time Act (ESTA) Requirements

Andy Gordon, Bloom Sluggett, PC. Gordon provided background information to the board and history of the ESTA ballot initiative. He stated that the township will have to either adopt a new policy to supplement current policy or amend the current policy into compliance with the new law. Board members expressed their frustration with the policy and stated that there is no one size fit for adoption and compliance. Manager Suchy stated that this is going to be difficult for staff to adopt and staff expressed concerns with paying out banked hours. **Moved by Treasurer Moran, supported by Clerk DeMarco to approve amending the current policy to comply with ESTA requirements. Motion Carried.** 

#### **DEPARTMENT REPORTS**

A. Township Manager Report – February 5, 2025

Stephanie Kozal, F&V Operations. She stated that the second pump at the Spaulding lift station broke Friday February 7, 2025. The Spaulding station is pumping again, citing faulty power supply. Kennedy is getting quotes for two new pumps and repairing the two broken pumps. Kozal has completed the reporting, stating that an SSO has been filed, EGLE, and the Health Department were contacted.

B. Assessing Department Report – February 3, 2025

C. Building, Facilities & Grounds Department Report – February 10, 2025 Treasurer Moran inquired regarding board walk repairs in the winter. Supervisor Korth stated that this repair is near his house, and he noticed several holes that were over a foot wide in multiple areas in the boardwalk. Director Brinks stated it was repaired due to the safety hazard of the holes.

D. Downtown Development Authority Director Report – February 10, 2025 Manager Suchy stated that he presented this morning to the DDA Board regarding the connecting community campaign. He stated that the DDA approved the request and Manager Suchy felt there was a positive conversation regarding parking and engineering design.

E. Fire Department Report – February 10, 2025 Treasurer Moran inquired regarding the false alerts from iPhones. Chief Murray stated that it is now an occupational hazard due to advanced smart phone settings. Chief Murray also stated that the new truck lights and logos are being completed.

F. Historical Society Executive Director Report – January 2025 Supervisor Korth wanted to bring attention to the upcoming establishment of the Historical Society's endowment. He stated it is a wonderful opportunity for the Historical Society.

G. Parks & Recreation Department Report – February 4, 2025

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Parks and Recreation Director Deason wanted to give a shout out to his staff, Courtney Marek and Ethan Engel for coordinating the recent Daddy Daughter Dance at Roselle Park. He stated that over 50 families registered in the first 4 hours, and registration had to be cut off due to high demand with a total of 82 participants in attendance. He stated that the community responded well, and he is very happy with his team for championing the event.

H. Planning Department Report – February 5, 2025

Director Said stated that Holland Homes has not returned their application for their final permits, and he will reach out on board member recommendation to follow up and provide any assistance needed.

I. Engineering Monthly Report – February 4, 2025

J. F&V Operations & Resource Management Utility Report – February 4, 2025

Stephanie Kozal, F&V Operations, stated that Holland Homes wants to do a fire flow test in March.

#### **BOARD MEMBER COMMENT**

Clerk DeMarco stated notes were provided in board member mailboxes regarding upcoming projects from her office. She stated that the cemetery ordinance is passing through legal in the coming weeks.

Treasurer Moran reminded the board that taxes are due Friday, February 14, 2025.

#### **CLOSED SESSION**

There was no closed session.

#### **OPPORTUNITY FOR ADDITIONAL PUBLIC COMMENT**

#### ADJOURNMENT

Moved by Trustee Hurwitz, supported by Trustee Proos to adjourn the meeting. Motion Carried The meeting was adjourned at 8:18 P.M.

Date

Jo DeMarco, Clerk

#### ADA TOWNSHIP SPECIAL BOARD MEETING FEBRUARY 13, 2025 at 3:00 P.M. at the AMY VAN ANDEL LIBRARY MINUTES

#### Supervisor Korth called the special meeting to order at 3:06 P.M.

**Board Members Present:** Supervisor Korth, Clerk DeMarco, Treasurer Moran, Trustee Damstra, Trustee Hurwitz.

Board Absent: Trustee Carter.

**Staff Present:** Township Manager Suchy, Deputy Clerk McIntosh, Planning Director Said, Parks and Recreation Director Deason, Assessor Boerman, Downtown Development Authority Director Austin, Fire Chief Murray, Staff Accountant Rodriguez, Buildings, Facilities and Grounds Director Brinks, F&V Operations Representative Kozal.

#### APPROVAL OF AGENDA

Moved by Trustee Proos, supported by Treasurer Moran to approve the agenda as presented. Motion Carried.

#### **PUBLIC COMMENT**

There was no public comment

#### **NEW BUSINESS**

Presentation: Julius Suchy

Manager Suchy presented the FY 2025-2026 budget. He stated the township is planning an increase in property taxes in the general fund by 3.71% to 1,227,807. He stated that charges for service estimates are conservative as the township is currently evaluating increases to the fee structure impacting these revenues. He stated that the total revenue of \$3,494,053 is up 3.17% from FY 2024-2025. Manager Suchy reviewed elected official compensation and staff raises, he stated that there are currently placeholders for staff and elected officials pay due to final numbers not being revied by the compensation commission and the personnel committee, respectively.

Manager Suchy wrapped up the General Fund overview by presenting the large expense projects. He cited events and projects like 4<sup>th</sup> of July, Spongy Moth Spray Program, the Fall Clean-up Day, and Design Engineering for the new Township Hall.

Manager Suchy presented the Public Safety Fund. He stated the Community Policing Officer contract is a placeholder due to Kent County Sheriff Office still working on their union contracts. He presented the unassigned fund balance and presented the support the milage is providing the department.

Manager Suchy moved onto the Parks, Recreation and Land Preservation fund. He stated that the 2017 Envision Ada Capital Improvement Bond Final Payment will be made. Suchy stated that no capital improvements have been budgeted due to a director change and a deeper evaluation required to gain insight into the actual cost of maintenance in the parks.

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The Trails fund was presented. Board members asked questions regarding the Grand River Drive Trail Replacement and other trail improvement projects. Suchy stated that the numbers for several capital improvements are estimated due to the projects not being out for bid. Board members asked questions regarding the multiple bridges that are planned throughout the township. Manager Suchy reviewed the cooperations with the Grand River Greenway initiative and Friends of Kent County Parks that will support funding. Board members discussed timelines, potential future projects, maintenance and staff capacity.

Suchy presented the Downtown Development Authority budget, and stated that the tax revenue captured by the DDA fund continues to increase. Suchy highlighted the upcoming purchase of streetscape furniture, irrigation repair, and bond payments from the Envision Ada Capital Improvement Plan.

Manager Suchy presented the building department fund, and stated the positive working relationship with Cascade Charter Township to the success and balance of the department.

Suchy noted American Rescue Plan Fund, he stated that all ARPA funds are allocated and the remainder of the funds will be spent in FY 2025-2026.

The Connecting Community Fund was presented with pledges to date amounting to \$6,411,573 with projected pledges for 2025-2026 as \$2,323,234.

Suchy presented the sewer fund and he stated that the Grand Rapids Sewer Rate increase was 3.35%. He stated that the township is working with Municipal Analytics on a utility rate study. He moved on to the Water Fund, with a water rate increase of 0.37% from the City of Grand Rapids.

Manager Suchy summarized the fund balance to wrap up his FY 2025-2026 budget presentation, he stated that the public hearing for the budget will be on March 10, 2025 at the regularly scheduled township board meeting.

#### **BOARD MEMBER COMMENT**

Trustee Proos stated that watching Manager Suchy grow with Ada and bring Ada into a healthy, financially secure community has been wonderful.

Board members thanked Manager Suchy and staff for their work.

#### ADJOURNMENT

Moved by Treasurer Moran, supported by Clerk DeMarco to adjourn the meeting. The special board meeting was adjourned at 5:03 P.M.

#### Minutes of January 9, 2025 Ada Historical Society Board Meeting

1. Call to Order: President Veldkamp called the meeting to order at 3:05 pm.

**Present:** Brown, Crosby, Hoover, Idema, Kraai, Kroon, Mulligan, Sefton, Thompson, Turan, Veldkamp, Vierson, Wildes

Absent: Benedict, Ferro,

Others Present: M. Bolhuis, D. Bolhuis, Mieras, Supervisor Korth, Manager Suchy,

**Approval of Agenda**. There being no additions to the agenda, the agenda was approved on motion by Hoover and supported by Brown. The motion carried.

#### 2. General Business

Approve Minutes & accept reports/communications under Consent Agenda.

- A. Board Minutes of December 12, 2024. A correction was made on Page 2, last sentence the name was changed to Charlie Cramton. With that change, Turan supported by Crosby moved to approve the Minutes and the Consent Agenda. The motion carried.
- B. Receive & File various reports and communications:
  - 1. Publicity Committee Report
  - 2. Display Committee Report
  - 3. Collections Report
  - 4. Fundraising Committee Report
  - 5. Volunteer Coordinator
  - 6. Museum Executive Director
- 3. **Public Comment**: Mieras asked if the December financials were corrected. Kroon responded yes. Mieras then complimented Benedict on her thorough Year in Review report. Township Manager Suchy related the DDA has a new director, Kevin Austin. He started work last Thursday.
- 4. Board Comment: None.
- 5. Unfinished Business: None.

#### 6. New Business:

- A. Fundraising Report: Mieras related last month we talked about establishing an endowment operating fund. We spent much of 2024 preparing for the new fundraising campaign. Our new fundraising campaign will go through May of 2027. Mieras related she would like to nail down a specific amount for such things as new siding for the museum with the realization we need both volunteers and money. Discussion regarding an endowment fund centered around the investment rate, a dollar amount for the goal, other campaigns going on in Ada such as the Connecting Community campaign (6.4 million dollars), and the Friends of the Library campaign (\$90,000). Veldkamp related we need to prepare for this Historical Society to go on into the future. It will continue past all of us.
- B. Finance Committee: Treasurer Kroon presented the financial reports. Kroon related he rolled over a CD at 4.30%. Rates are now down to 3.75%. Sales tax will be paid by the end of the January. Kroon reminded everyone of budget time coming up. A new budget will be available at the April meeting and will take effect on May 1. Mulligan supported by Turan moved to approve the December disbursements and the roll over of the CD. The motion carried.
- C. Museum Executive Director: Wildes related we are partnering with Ada Parks for a concert on February 22 at Roselle Park. Mulligan related it is a singer/song writer showcase. Wildes related January 13 is the get together with all the Ada associations to talk about the yearly calendar of events. Yardwaste conversations are on-going. Year-end gifts are being processed. About \$7,000 has been received to date. In the absence of Benedict Wildes noted the volunteer coordinator report indicates our volunteer numbers increased in 2024 over 2023.
- **D. Volunteer Coordinator:** Benedict asked everyone to put in their volunteer hours. She sent texts and emails to people regarding the wreath sale. We have about 50 volunteers on the list.
- E. Tri-River: M. Bolhuis related the group will not meet until March.

F. Wreath Sale: M. Bolhuis related profit for the sale is \$3,885.47. A total of 307 wreaths were sold. Hoover thanked everyone for helping with the wreath sale.

F. Programs & Events: Vierson handed out the schedule of programs for 2025. Sefton related we had 825 visitors for the Tinsel, Treats & Trolley

event. Mrs. Claus enjoyed every minute of it. The reindeer were quite a crowd pleaser. Thompson related the cookies ran out by 7:00 pm.

#### G. General Discussion: None.

7.Adjournment. The meeting was adjourned at 4:05 pm.

Respectfully submitted,

Marilyn Thompson



#### ADA TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY (DDA) BOARD OF DIRECTORS MINUTES OF JANUARY 13, 2025, REGULAR MEETING, 8:00 A.M.

A regular meeting of the Ada Township Downtown Development Authority (DDA) was held on Monday, January 13, 2025, at 8:00 a.m. at the Ada Township Hall, Assembly Room, 7330 Thornapple River Drive, Ada MI.

#### I. CALL TO ORDER AND ROLL CALL

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

BOARD MEMBERS PRESENT: Cloutier, Coe, Harrison, Idema, Knapp, Korth, Turan (8:01 a.m.), Vogl
BOARD MEMBERS ABSENT: Frost
STAFF AND OFFICIALS PRESENT: Austin, Buckley, Said, Suchy, Treasurer Moran, Farmers Market Coordinator Valverde
PUBLIC PRESENT: 6 members of the public

#### II. APPROVAL OF AGENDA

Moved by Harrison, supported by Vogl, to approve the agenda as presented. Motion carried.

#### III. APPROVAL OF MINUTES OF DECEMBER 9, 2024, REGULAR MEETING

Knapp requested to amend minutes by adding DDA member, Supervisor Korth, to the Board Members Present. Moved by Knapp, supported by Idema, to approve the amended December 9, 2024, Regular Meeting minutes. Motion carried.

#### IV. APPROVAL OF PAYABLES - none

V. UNFINISHED BUSINESS - none

#### VI. NEW BUSINESS

#### a. Introduction of new DDA Director Kevin Austin

Kevin Austin introduced himself to the DDA members and thanked them for the opportunity to serve Ada Township. Kevin shared his background in education, time with the Marine Corps, previous internship and special projects manager with Ada Township, and his overall interest and participation in public service.

#### b. Proposed DDA Meeting Dates FY 2025-26

Korth inquired about the informational meeting twice a year. Austin explained that the DDA is required to hold an informational meeting two times a year.

DRAFT

Moved by Coe, supported by Turan, to approve the proposed DDA Board Meeting dates for FY25-26. Motion carried.

## c. Review 2025 Streetscape Maintenance & Flower Planting Services Bid from RRR Lawn and Landscape

Austin briefed the DDA that the streetscape maintenance and flower planting service contract was transitioned to the Downtown Development Authority in 2022. RRR Lawn and Landscape was awarded the bid in 2023 and once again in 2024. This year RRR has provided three separate estimates for each of the next three years, however, Austin and Township Manager Suchy consulted, and Staff is recommending that the DDA evaluate the service on an annual basis and consider the proposal for just 2025 at this time.

Austin said the approved bid for 2024 was \$36,451.77. The 2025 estimate provided demonstrates that 17 additional annual beds are included in 2025 that were not included in the original 2024 estimate. As the board may recall, on July 8, 2024, additional expenditure was approved not to exceed \$3,990 to include the streetscape plantings along the stretch of Ada drive between Bronson and Thornapple River Dr. This brought the total approved cost of streetscape/beautification to \$40,441.77.

Austin noted the 2025 estimate of \$52,163.83 includes the added beds and streetscapes, 2 additional nutrient applications and soil per bed, but does not include the 4 beds near the train bridge walkway. Overall, the estimate provided reflects a 28.9% increase in price from the previous year and the 2026 and 2027 bids forecast a 5% increase per year for additional plants, materials, and labor.

Austin concluded that Staff is requesting the DDA consider the Streetscape Maintenance and Flower Planting Services bid from RRR Lawn and Landscape for a one-year period in the amount of \$52,163.83.

Following brief DDA discussion, it was moved by Korth, supported by Turan, to award Village Streetscape Maintenance & Flower Planting Services bid to RRR Lawn and Landscape for a one-year period in the amount of \$52,163.83. Motion carried.

#### d. Review and Discuss Proposed 2025-2026 Fiscal Year Budget Draft

Austin referred to the initial budget draft of the proposed 2025/26 fiscal year. He said the initial draft will be the first of many drafts to be revised based on feedback from the DDA as well as information received from the strategic planning workshop and other additional information over the next few months.

Austin went over the proposed budget; revenue projections-estimated revenues total \$991,241.00 (TIF revenue, DDA millage, local community stabilization, & special events); expenditures-estimated expenditures \$935,479.20 (allocation of wages, contract services, landscaping, snow removal, marketing/promotional, capital improvements, & community events); net of revenues: \$55,761.80.

Austin previewed the budget adoption calendar and said Staff supports the draft budget but would like to receive feedback on DDA priorities for the upcoming year.

There was DDA discussion on the budgeted Placer.ai allocation and Harrison recommended that we continue to check in with Staff and business owners to be sure this service has value and how the information can be used. Suchy explained the Placer.ai software is tracking data algorithms that allows you to look at a property/parcel at a set date and time and identify the number of visitors you had on that date range. Suchy said that he and Kevin will continue to review the Placer.ai software value to find useful, helpful information.

Suchy further explained items regarding bonds/millage, TIF revenue, and tax capture process, all to keep in mind during budget discussions.

#### e. Beers at the Bridge - Verbal Update

Such said the community partners and Beers at the Bridge (BATB) committee are continuing to evaluate the value of the event. The issue is the BATB event brings in 3,000 people within the fenced-in area for beer, music and activities, but then no one is going into the actual business community. Such explained they are discussing options for more ways to make the event more friendly to the businesses located in close proximity.

Such said that he and Kevin will be meeting with other entities, Baton Collective, ABA, DiscoverAda, to discuss moving forward. He noted that together they need to find a way to be more engaging with the business community. They will report back to the DDA with updates.

There was DDA discussion about removal or relocating the fencing at the event and whether a decision of the DDA selling beer or not selling beer. DDA members concurred that further discussion take place at the strategic planning workshop later this week.

#### VII. REPORTS AND COMMUNICATIONS

#### a. DDA Financial Report, December 31, 2024

Suchy mentioned there have been past conversations regarding the financial reports and the difficulty with reading and understanding them. Suchy provided the DDA with a Revenue Expense report in a different format and went over the report with details on DDA revenues and expenditures, and the budgeted amounts for 2024/2025.

#### b. Farmers Market Manager Report – Raquel Valverde

Valverde summarized her 2024 Ada Farmers Market Annual Report. The season ran from June 4<sup>th</sup> to October 29 (22 weeks). She shared information on the number of vendors and the rates per space for the vendors. She said the market layout was updated this season which streamlined the vendor booths, added a center aisle, and opened up the greenspace for family activity and a designated picnic area.

Valverde noted some of the vendors' comments; appreciate the size of Ada's market, having on Tuesdays is beneficial, and a lot of positive feedback about the children's activities. The vendors felt attendance could have been higher, particularly due to a combination of insufficient advertising and the hot summer weather. Many vendors suggested to shorten hours to 1:00 p.m. (the market tends to be slow between 1pm & 2pm and because of the heat of the day).

Valverde provided updates on all the kid's activities (Storytime, planned activities, face painting), social media shows increased usage (Instagram & Facebook), and the food trucks were highly successful. She said to ensure a successful market for 2025, they are strategizing for increased marketing, adding signage, market fliers, and more social media posts.

Valverde went over the 2025 Farmers Market Budget that was included in the DDA budget: sponsorship revenue \$5,000, Farmers Market registration \$10,000, merchandise revenue \$5,000, and expenditures of operating supplies \$6,000, program supplies \$2,800, continuing education \$500, contract services \$13,000, membership and dues \$150, and mileage and expenses \$325.

Cloutier asked about marketing outside of Ada. Valverde said her focus is marketing Ada, but she does want to promote outside of Ada as well. Valverde said she plans to implement the food stamps program and that will help attract people outside of Ada.

There was DDA discussion regarding the items covered in operating supplies, the additional and improved marketing, education of products offered, adding more music, continuing to listen to the vendors, consider shortening the market hours, and further discussions on possibly having the market on Saturday.

#### c. Township Department Head Staff Reports

Harrison thanked the Ada Staff for sharing the Department Head Reports. He said the DDA appreciates the support and participation from Ada Staff and the community.

#### VIII. BOARD MEMBER COMMENT

Cloutier inquired about the new, temporary banners that were put up. Suchy explained the temporary banners would hang for about one year and he will work with Kevin and vendor, Fully Promoted, on the branding/changes for possibly new banners to be reviewed for the 2026/27 budget.

Austin explained that he was not able to provide a Staff update report for the Farmers Market Social Media Manager, however, Tara Heerspink was available to provide the DDA with a verbal update.

Tara Heerspink, Consultant for the Ada Farmers Market, updated that the past 30 days they have been focusing on the Enewsletter (brings awareness to the market and promotes vendors). She also worked on putting some strategic planning within the farmers market committee, enhancing more community engagement, working with the food truck lineup, developing school outreach programs as well as senior living communities, and provide more services for the elderly.

#### IX. PUBLIC COMMENT - none

#### X. ADJOURN MEETING

Moved by Idema, supported by Harrison, to adjourn the meeting at 9:31 a.m. Motion carried.

Respectfully submitted:

Dawn Marie Coe, DDA Secretary

rs:eb



#### ADA TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY (DDA) MINUTES OF JANUARY 15, 2025, SPECIAL WORK SESSION, 8:30 A.M.

A Special Work Session of the Ada Township Downtown Development Authority (DDA) was held on Wednesday, January 15, 2025, at 8:30 a.m. at the Amy Van Andel Library, Community Room #2, 7215 Headley St SE, Ada, MI.

#### I. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 8:42 a.m. by Chair Knapp.

BOARD MEMBERS PRESENT: Cloutier, Coe, Harrison, Idema, Knapp, Turan, Vogl, Korth, BOARD MEMBERS ABSENT: Frost STAFF AND OFFICIALS PRESENT: Austin, Said, Suchy, Treasurer Moran, PUBLIC PRESENT: None

#### II. APPROVAL OF AGENDA

Moved by Harrison, supported by Coe, to approve the agenda as presented. Motion carried.

#### III. UNFINISHED BUSINESS - none

#### **IV. VL. NEW BUSINESS**

#### a. Goals & Objectives Work session #1 – Evaluating performance on Existing Objectives

Travis Alden, facilitator from The Right Place, started the discussion with a brief overview of the premise of the work session. He described to the board that we are seeking to evaluate the current objectives of the DDA to decide whether they still have relevance to the current state of the district or if there should be a new orientation of the board. Discussion was had about whether the 2022 objectives that were enacted had been accomplished or if they should remain as goals and objectives.

The DDA believed much progress had been made regarding Objective 3 Beautification/Placemaking and that the actionable items within that objective could be replaced with new items. They stated that more brick-and-mortar infrastructure improvements should be analyzed to keep this objective relevant.

The DDA expressed that the streetscape furniture/refuse receptacles should be treated as a priority in 2025, and that wayfinding signage should be evaluated as well contingent on the Township Board progress on the Trails Wayfinding. The DDA also expressed that a more deliberate tree plan for vegetation within the right-of-way in the DDA district should be included to reap the benefits of tree canopy and increased natural aesthetic.

Travis Alden expressed that he had good input regarding the revisions needed for Objective 3 Beautification and Placemaking. He confirmed a rough timeline of 2 additional months and 2 additional work sessions with the DDA and also informed them that he will continue to communicate with Director Austin on including community stakeholders in the follow-on meetings and implementing a survey to improve feedback.

#### V. VIII. BOARD MEMBER COMMENT - None

#### VI. <del>IX.</del> PUBLIC COMMENT

Treasurer Moran stated that he enjoys participating with the DDA on these work sessions and that he appreciates the thoughtful dialogue and intentional commitment of the DDA Board members to this necessary update.

#### VII. <del>X.</del> ADJOURN MEETING

Moved by Idema, supported by Turan, to adjourn the meeting at 10:49 a.m. Motion carried.

Respectfully submitted:

Dawn Marie Coe, DDA Secretary

ka

#### ADA TOWNSHIP WARRANTS FOR BOARD APPROVAL ON BOARD MEETING DATE: February 24, 2025

#### HAND CHECKS

<b>#10</b> 1	#			 	
#205	#				
#208	#			 	
#211	#				
#213	#				
#243	#				
#248	#		_	-	
#282	#				
#408	#				
	#				
#590 #591	#			 	
#597	#				
#701	#	 			

#### TOTAL ALL HAND CHECKS

\$

-

#### WARRANTS

#101	GENERAL FUND	\$	127,248.39
#205	PUBLIC SAFETY FUND	\$	2,918.36
#208	PARKS & RECREATION	\$	72,249.08
#211	TOWNSHIP TRAILS	\$	41,847.39
#213	PARKS & OPEN SPACE		
#243	BROWNFIELD REDEVELOPMENT		
#248	DDA FUND	\$	238,733.49
#282			<u> </u>
#408	CAPITAL PROJECT	\$	55,7 <u>68.59</u>
#590	SEWER OPERATION FUND	5	144,166.38
#591	WATER OPERATION FUND	\$	428,259.09
#597	GRAND VALLEY ESTATES FUND	\$	1,301.34
<b>#</b> 70 <b>1</b>			
	TOTAL WARRANTS	5	1,112,492.11

#### **TOTAL ALL CHECKS & WARRANTS**

\$ 1,112,492.11

02/20/2025 02:27 PM User: cassie DB: Ada

Vendor Name

#### INVOICE APPROVAL BY INVOICE REPORT FOR ADA TOWNSHIP EXP CHECK RUN DATES 02/11/2025 - 02/24/2025 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID BANK CODE: GEN

Vender Mane	Description	Amount	Check #	Check Date
1. ADA TOWNSHIP PETTY CASH	K			
	PETTY CASH REIMBURSEMENT	376.28		
2. BATTERIES PLUS BULBS				
	AHS LIGHTING BATTERIES	137.70		
3. BLOOM SLUGGETT, PC				
	LEGAL - GENERAL	2,220.00		
	LEGAL - ORD ENF	624.00		
	LEGAL- LITIGATION	1,749.00		
	LEGAL ~ PETTIS	1,541.00		
	LEGAL - LABOR/EMPLOYMENT	506.00		
	TOTAL	6,640.00		
4. BOERMAN, STEPHANIE				
	MILEAGE REIMBURSEMENT	173,18		
5. BROWN, VICTORIA				
	UB REFUND FOR ACCOUNT: FARH-005630-03	164.00		
6. CASCADE COMMUNITY FOUN				
	ENTERPRISE SPONSORSHIP- DDA	5,000.00		
7. CITY GR DEVELOPMENT CE	NTER STE#300 WATER/SEWER CONNECTION FEE	1,000.00		
8. COMCAST	WAIER/SEWER CONNECTION FEE	1,000.00		
B. COMCASI	INTERNET-TOWNSHIP HALL	1,580.00		
	TOWNSHIP PHONES	1,784.01		
	INTERNET-TOWNSHIP HALL	801.85		
	TOWNSHIP PHONES	921.88		
	INTERNET-MUSEUM	124.95		
	INTERNET-LIFT STATION	244.85		
	INTERNET-ROSELLE PARK	208.85		
	INTERNET-FIRE #1	178.90		
	INTERNET-ADA PARK	169.95		
	TOTAL	6,015.24		

02/20/2025 02:27 PM User: cassie DB: Ada

Vendor Name

Description

#### INVOICE APPROVAL BY INVOICE REPORT FOR ADA TOWNSHIP EXP CHECK RUN DATES 02/11/2025 - 02/24/2025 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID BANK CODE: GEN

	L	
9. CONSUMERS ENERGY		
	ELECTRIC SERVICES-LEONARD FLD	158.77
	ELECTRIC SERVICES-7351 BRONSON	52.27
	ELECTRIC SERVICES-STREET LIGHTS, 49301 LED LIGHTS	1,352.39
	ELECTRIC SERVICES-STREETLIGHTS	5,277.11
	ELECTRIC SERVICES-SIRENS	44.98
	ELECTRIC SERVICES-SIRENS	54.23
	ELECTRIC SERVICES-7380 FULTON	2,858.11
	ELECTRIC SERVICES-LIBRARY	2,902.98
	ELECTRIC SERVICES-5458 GRAND VALLEY CT	343.71
	ELECTRIC SERVICES-5824 KNAPP	76.17
	ELECTRIC SERVICES-5465 HALL ST	217.95
	ELECTRIC SERVICES-ROSELLE PARK	303.18
	ELECTRIC SERVICES-FIRE #2	170.06
	ELECTRIC SERVICES-5200 CASCADE	255.89
	ELECTRIC SERVICES-STREETLIGHTS, M-21 BRIDGE	25.00
	ELECTRIC SERVICES-FINDLAY CEMETERY	28.28
	ELECTRIC SERVICES-ROSELLE PARK	74.59
	TOTAL	14,195.67
10. CORBIN DESIGN		
	TRAIL WAYFINDING SERVICES	406.25
11. F & V OPERATIONS		
	UTILITY SERVICES-Q&M WW	806.26
12. FOX FORD		
	2022 F-250 OIL CHANGE	92.50
13. GALL'S LLC		110.01
	UNIFORMS - DEWEY	119.94
14. GODWIN HARDWARE, INC	SUPPLIES-PARKS	22.17
	SUPPLIES-UTILITIES	40.96
	SUPPLIES-BFG & PARKS	33.34
		55.46
	SUPPLIES-BFG	
	CHANISAW & BATTERIES - FIRE	1,511.96
	SUPPLIES - UTILITIES	43.98
	CREDIT - BATTERY RETURN. FIRE	(359.99)
	TOTAL	1,357.88
15. GRANITE TELECOMMUNICATIO		
	TELEPHONE SERVICES - FIRE #2	116.16
16. GREENMARK EQUIPMENT		
	JOHNDEERE LIGHT SWITCH	54.63

Check Date

Check #

Amount

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Vendor Name

#### INVOICE APPROVAL BY INVOICE REPORT FOR ADA TOWNSHIP EXP CHECK RUN DATES 02/11/2025 - 02/24/2025 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID BANK CODE: GEN

Vendor Name				
	Description	Amount	Check #	Check Date
7. HOPE NETWORK WEST MICHIGA	N			
	TRANSPORTATION-JAN	1.00		
	TRANSFORTATION-OLIVIAS GIFT, JAN	196.86		
	TOTAL	197.86		
18. HURST MECHANICAL				
	PREVENATIVE MAINTENANCE - LIBRARY	1,041.25		
19. INTEGRITY BUSINESS SOLUTI	ON			
	SUPPLIES-FIRE	189.85		
	SUPPLIES - BFG	43.33		
	LATOT	232.18		
20. KENDALL ELECTRIC INC				
	SUPPLIES-UTILITIES	82.14		
21. KENT COMMUNICATIONS, INC	WATER BILLS - FEB	2,135.80		
	ASSESSMENT NOTICES	1,268.50		
	TOTAL	2,404.30		
??. KENT COUNTY TREASURER				
	TOWNSHIP LAW - SANTA PARADE	1,100.00		
23. KENT COUNTY TREASURER				
	TAXES - PER DEC BOARD OF REVIEW	737.57		
24. KINGSLAND'S ACE HARDWARE	OUDDITES DOCUTE ONOV	35.15		
	SUPPLIES-ROSELLE PARK	73.34		
	SUPPLIES-TWP HALL			
	SUPPLIES-ROSELLE PARK	51.96		
	TOOLBOX FOR BFG TRUCK	79.99		
	TOTAL	240.44		
25. KONICA MINOLTA BUSINESS				
	NEW COPY MACHINE PURCHASE	7,281.15		
26. MLIVE MEDIA GROUP	ADS	224 00		
27. MOORE & BRUGGINK INC	ADS	324.00		
27. MOORE & BRUGGINK INC	PETTIS TRAIL	20,937.89		
	HALL STREET LIFT STATION	13,640.53		
	PEDESTRIAN BRIDGE	11,341.77		
	TRAILS	8,100.00		
	TOTAL	54,020.19		
28. MS. ROBIN DAREN				
20. HO. NODIN DHNUM				

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#### INVOICE APPROVAL BY INVOICE REPORT FOR ADA TOWNSHIP EXP CHECK RUN DATES 02/11/2025 - 02/24/2025 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID BANK CODE: GEN

Handay Name	DANA COUS. GEN			
Vendor Namé	Description	Amount	Check #	Check Date
29. NAPA				
	SUPPLIES-FIRE	21.48		
30. ORKIN PEST CONTROL				
	PEST CONTROL- ROSELLE PARK	69.00		
	PEST CONTROL - TWP HALL	154.00		
	PEST CONTROL - ROSELLE PARK	69.00		
	TOTAL	292.00		
31. PINNACLE CLEANING SERVICES	TNC			
JI. LINNAGED CHEMING BERVICES	CLEANING SERVICES - LIBRARY, JAN	3,934.50		
32. PITNEY BOWES INC	,	-,		
	COPY MACHINE LEASE	441.99		
33. PLUMMER'S DISPOSAL SERVICE				
	HANDICAP RESTROOM-PARKS	319.25		
34. PROGRESSIVE COMPANIES				
	ADA COVERED BRIDGE PARK	55,768.59		
35. REPUBLIC SERVICES				
	TRASH SERVICES	1,754.34		
36. SITEONE LANDSCAPE SUPPLY				
	WINTER SALT	385.65		
37. STANDARD SUPPLY & LUMBER C	•			
	BFG MAINTENANCE GARAGE	294.15		
38. THE BANK OF NEW YORK MELLC		40.4 0.00 75		
	BOND PAYMENT SERIES 2020	484,288.75		
	BOND PAYMENT SERIES 2016	125,162.50		
	BOND PAYMENT SERIES 2017	311,050.00		
	TOTAL	920,501.25		
39. ULINE				
	CEMETERY TRASH CANS	731.02		
40. UNUM				
	LONG TERM DISABILITY/LIFE INSURANCE-MARCH	1,270.22		
41. UTILITY SUPPLY OF AMERICA	A INC DB			
	HAND PUMP FOR GRAND VALLEY ESTATES TO TRANSFER	CHL 767.90		
42. VANVOSSEN PROPERTY SERVICE				
	SNOW PLOW	4,587.50		
	SNOW PLOW	9,462.50		
	WINTER SALTING AND SNOW PLOW	6,115.00		
	TOTAL	20,165.00		

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Vendor Name					
	Description		Amount	Check #	Check Date
43. VC3, INC					
	OFFICE 365 AGREEMENT		538.00		
	CLOUD PROTECTION		240.00		
		TOTAL	778.00		
TOTAL - ALL VENDORS			1,112,492.11		

XI A

MEMORANDUM

Date: 2/18/25



TO:Ada Township BoardFROM:Julius Suchy, Township ManagerRE:Award Pettis Avenue Trail Phase II (Chief Hazy Cloud to Vergennes St.) Construction<br/>Bid

Background:

I have enclosed a letter from M+B regarding the Pettis Avenue Trail Phase II bid results and their recommendation on who to award the bid to (C&D Hughes). This phase of Pettis Avenue is from Chief Hazy Cloud Park to Vergennes St. This project will complete the Pettis Avenue Trail from Knapp Street to Vergennes St., as this section was not included in Phase I, which was completed a few years ago. M+B estimated the project cost for this phase to be \$2,802,100.00.

In total, the Township received eight bids, summarized below:

- C&D Hughes \$2,556,565.15
- Dan's Excavating Services Inc. \$2,771,359
- L.J Construction, Inc. \$2,794,265
- Apex Contractors Inc. \$2,809,900.10
- Brenner Excavating Inc. \$2,999,540.20
- AnLaan Corporation \$2,939,571.15
- Kamminga & Roodvoets Inc. \$3,789,415.00
- Davis Construction Inc. \$5,948,201

The full details of the bids are available in the attached tabulation.

The funding for this project, which has been anticipated for several years, is included in the draft FY 2025-26 budget. Funding is available from the trail bond to pay for it.

Recommendation:

Staff supports M+B's recommendation to award the bid to C&D Hughes for \$2,556,656.15.

*Requested Motion:* Motion to Award Pettis Avenue (Chief Hazy Cloud Park to Vergennes St.) Non-Motorized Trail Construction Bid Award to C&D Hughes for an Amount Not to Exceed \$2,556,565.15.



February 4, 2025

Re: Pettis Trail from Chief Hazy Cloud Park to Vergennes Project No. 210187.02

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

Dear Mr. Suchy:

We received eight bids earlier today for the *Pettis Avenue Trail* project. All bids were reviewed and checked for accuracy. There was a wide range on the price of the bids. The six lowest bids ranged from \$2,556,565.15 to \$2,939,571.15. Two other bids that were significantly higher – one for \$3,789,415.00 and one way up at \$5,948,201.00 – were also received. A copy of the tabulation of bids is attached.

C & D Hughes submitted the low bid for the project in the amount of \$2,556,565.15. We had estimated the construction cost for the project at \$2,802,100.00.

C & D Hughes is a large construction company based in Charlotte, and they typically do \$40 to 45 million in construction every year. We have worked with them on projects in Walker and on the Knapp Street Trail in Grand Rapids Township.

While the company is based out of Charlotte, Miko Foss, the project superintendent, lives just north of Ada, and we are confident they will construct a quality trail. They have a good performance record on previous projects, and we recommend that a contract be awarded to C & D Hughes in the amount of \$2,556,565.15.

Miko Foss will be joining us at the Township Board meeting on February 24, 2025, to introduce himself and to answer any questions from the Township Board.

Sincerely,

Steven C. Groenenboom, P.E. Project Engineer

SCG/pim Attachment cc: C & D Hughes

#### MOORE & BRUGGINK, INC. TABULATION OF BIDS

#### PROJECT: Pettis Avenue Trail – Project No. 210187.02

#### OWNER: Ada Township, 7330 Thornapple River Drive SE, Ada, Michigan 49301

BIDS RECEIVED: 11 a.m., Tuesday, February 4, 2025

ITEM NO. PROPOSAL ITEM	UNIT	ESTIMATED QUANTITY	ENGINEER'S PRICE	ESTIMATE AMOUNT	C&D HUG PRICE	GHES AMOUNT	DAN'S EXC SERVI PRICE		L.J. CONSTI PRICE	RUCTION AMOUNT	APEX CONT	RACTORS AMOUNT	BRENNER EX PRICE	CAVATING AMOUNT	ANLAAN COF PRICE	RPORATION AMOUNT	KAMMINGA & F PRICE	ROODVOETS AMOUNT	DAVIS CONS PRICE	
1 Mobilization, Max \$300,000	Lsum	1	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
2 Tree, Remove, 8 inch to 18 inch	Ea	50	\$500.00	\$25,000.00	\$450.00	\$22,500.00	\$325.00	\$16,250.00	\$740.00	\$37,000.00	\$472.00	\$23,600.00	\$400.00	\$20,000.00	\$650.00	\$32,500.00	\$600.00	\$30,000.00	\$530.00	\$26,500.00
3 Tree, Remove, 19 inch to 36 inch	Ea	5	\$2,000.00	\$10,000.00	\$1,700.00	\$8,500.00	\$1,200.00	\$6,000.00	\$3,162.00	\$15,810.00	\$1,610.00	\$8,050.00	\$1,500.00	\$7,500.00	\$1,200.00	\$6,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00
4 Removing HMA Driveway	Sft	8,100	\$3.00	\$24,300.00	\$1.25	\$10,125.00	\$1.00	\$8,100.00	\$4.00	\$32,400.00	\$1.20	\$9,720.00	\$1.00	\$8,100.00	\$2.00	\$16,200.00	\$7.00	\$56,700.00	\$2.00	\$16,200.00
5 Removing Concrete Driveway	Sft	700	\$5.00	\$3,500.00	\$4.25	\$2,975.00	\$1.00	\$700.00	\$6.00	\$4,200.00	\$2.78	\$1,946.00	\$5.00	\$3,500.00	\$2.00	\$1,400.00	\$7.00	\$4,900.00	\$5.50	\$3,850.00
6 Saw Cutting HMA	Lft	1,000	\$3.00	\$3,000.00	\$1.75	\$1,750.00	\$1.20	\$1,200.00	\$6.00	\$6,000.00	\$2.22	\$2,220.00	\$4.25	\$4,250.00	\$2.00	\$2,000.00	\$3.50	\$3,500.00	\$16.00	\$16,000.00
7 12-inch Diameter Concrete Storm Sewer C-76-III	Lft	200	\$60.00	\$12,000.00	\$75.00	\$15,000.00	\$60.00	\$12,000.00	\$105.00	\$21,000.00	\$62.00	\$12,400.00	\$51.00	\$10,200.00	\$75.00	\$15,000.00	\$100.00	\$20,000.00	\$255.00	\$51,000.00
8 12-inch Concrete Storm Sewer Sloped End Section	Ea	3	\$1,000.00	\$3,000.00	\$2,500.00	\$7,500.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,355.00	\$4,065.00	\$1,265.00	\$3,795.00	\$1,100.00	\$3,300.00	\$1,200.00	\$3,600.00	\$2,060.00	\$6,180.00
9 2' Diameter yard Basin w/flat grate(188 Pettis)	Ea	2	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$5,500.00	\$11,000.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00	\$5,070.00	\$10,140.00
10 EJIW Type K Casting (Deer Run Drive)	Ea	2	\$1,000.00	\$2,000.00	\$345.00	\$690.00	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00	\$1,300.00	\$2,600.00	\$950.00	\$1,900.00	\$1,500.00	\$3,000.00	\$2,640.00	\$5,280.00
11 Storm Inlet at Soil Nail Retaining Wall	Ea	4	\$10,000.00	\$40,000.00	\$1,725.00	\$6,900.00	\$11,000.00	\$44,000.00	\$9,000.00	\$36,000.00	\$4,800.00	\$19,200.00	\$1,000.00	\$4,000.00	\$4,800.00	\$19,200.00	\$8,000.00	\$32,000.00	\$23,180.00	\$92,720.00
12 Heavy Rip-Rap over Geotextile Blanket	Syd	200	\$80.00	\$16,000.00	\$95.00	\$19,000.00	\$150.00	\$30,000.00	\$150.00	\$30,000.00	\$116.00	\$23,200.00	\$225.00	\$45,000.00	\$150.00	\$30,000.00	\$150.00	\$30,000.00	\$500.00	\$100,000.00
13 Trail Grading	Lft	4,500	\$15.00	\$67,500.00	\$60.00	\$270,000.00	\$30.00	\$135,000.00	\$15.00	\$67,500.00	\$37.29	\$167,805.00	\$18.00	\$81,000.00	\$38.00	\$171,000.00	\$24.00	\$108,000.00	\$52.00	\$234,000.00
14 Sand, MDOT Class 2, 6-inch CIP	Cyd	900	\$30.00	\$27,000.00	\$35.00	\$31,500.00	\$30.00	\$27,000.00	\$40.00	\$36,000.00	\$43.00	\$38,700.00	\$42.00	\$37,800.00	\$45.00	\$40,500.00	\$30.00	\$27,000.00	\$90.00	\$81,000.00
15 Aggregate Base, 6-inch, 21AA, Mod.	Syd	6,100	\$20.00	\$122,000.00	\$15.00	\$91,500.00	\$17.00	\$103,700.00	\$15.00	\$91,500.00	\$17.27	\$105,347.00	\$19.50	\$118,950.00	\$28.00	\$170,800.00	\$17.00	\$103,700.00	\$43.00	\$262,300.00
16 HMA, 13A	Ton	400	\$130.00	\$52,000.00	\$105.15	\$42,060.00	\$140.00	\$56,000.00	\$147.00	\$58,800.00	\$116.72	\$46,688.00	\$133.00	\$53,200.00	\$105.15	\$42,060.00	\$130.00	\$52,000.00	\$172.00	\$68,800.00
17 HMA, 36A	Ton	400	\$130.00	\$52,000.00	\$108.40	\$43,360.00	\$142.00	\$56,800.00	\$150.00	\$60,000.00	\$120.32	\$48,128.00	\$133.00	\$53,200.00	\$108.40	\$43,360.00	\$135.00	\$54,000.00	\$175.00	\$70,000.00
18 Bit Approach (Driveway 36A)	Ton	159	\$150.00	\$23,850.00	\$139.10	\$22,116.90	\$170.00	\$27,030.00	\$179.00	\$28,461.00	\$154.40	\$24,549.60	\$133.00	\$21,147.00	\$139.10	\$22,116.90	\$175.00	\$27,825.00	\$488.00	\$77,592.00
19 6-inch Concrete Driveway	Sft	700	\$6.00	\$4,200.00	\$7.00	\$4,900.00	\$7.10	\$4,970.00	\$8.00	\$5,600.00	\$9.16	\$6,412.00	\$10.50	\$7,350.00	\$8.00	\$5,600.00	\$16.00	\$11,200.00	\$10.30	\$7,210.00
20 Remove Curb and Gutter	Lft	400	\$5.00	\$2,000.00	\$15.00	\$6,000.00	\$6.00	\$2,400.00	\$12.00	\$4,800.00	\$10.55	\$4,220.00	\$10.00	\$4,000.00	\$18.00	\$7,200.00	\$35.00	\$14,000.00	\$17.00	\$6,800.00
21 24-inch Curb and Gutter, Det. F-4, Mod.	Lft	320	\$22.00	\$7,040.00	\$25.00	\$8,000.00	\$30.55	\$9,776.00	\$34.00	\$10,880.00	\$47.75	\$15,280.00	\$40.00	\$12,800.00	\$35.00	\$11,200.00	\$65.00	\$20,800.00	\$40.00	\$12,800.00
22 Type M Driveway Opening	Lft	110	\$30.00	\$3,300.00	\$25.00	\$2,750.00	\$43.50	\$4,785.00	\$47.00	\$5,170.00	\$47.75	\$5,252.50	\$58.00	\$6,380.00	\$48.00	\$5,280.00	\$65.00	\$7,150.00	\$56.50	\$6,215.00
23 6-inch Concrete Sidewalk	Sft	600	\$25.00	\$15,000.00	\$7.00	\$4,200.00	\$7.60	\$4,560.00	\$8.00	\$4,800.00	\$11.00	\$6,600.00	\$10.40	\$6,240.00	\$8.50	\$5,100.00	\$16.00	\$9,600.00	\$10.00	\$6,000.00
24 Detectable Warning Surface	Lft	60	\$100.00	\$6,000.00	\$70.00	\$4,200.00	\$110.00	\$6,600.00	\$116.00	\$6,960.00	\$140.00	\$8,400.00	\$126.50	\$7,590.00	\$110.00	\$6,600.00	\$100.00	\$6,000.00	\$129.00	\$7,740.00
25 Pavt Mrkg, Waterborne, 12 inch, White	Lft	720	\$5.00	\$3,600.00	\$2.00	\$1,440.00	\$3.00	\$2,160.00	\$4.00	\$2,880.00	\$1.75	\$1,260.00	\$3.50	\$2,520.00	\$3.00	\$2,160.00	\$5.00	\$3,600.00	\$6.00	\$4,320.00
26 Inlet Protection, Fabric Drop	Ea	6	\$150.00	\$900.00	\$100.00	\$600.00	\$300.00	\$1,800.00	\$100.00	\$600.00	\$175.00	\$1,050.00	\$500.00	\$3,000.00	\$160.00	\$960.00	\$125.00	\$750.00	\$134.00	\$804.00
27 Silt Fence	Lft	5,000	\$5.00	\$25,000.00	\$2.00	\$10,000.00	\$6.00	\$30,000.00	\$2.50	\$12,500.00	\$3.05	\$15,250.00	\$0.01	\$50.00	\$3.50	\$17,500.00	\$2.75	\$13,750.00	\$6.00	\$30,000.00
28 Boardwalk Concrete Abutment/Foundation	Ea	2	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00	\$8,000.00	\$16,000.00	\$13,000.00	\$26,000.00	\$6,600.00	\$13,200.00	\$10,500.00	\$21,000.00	\$10,000.00	\$20,000.00	\$11,200.00	\$22,400.00	\$37,940.00	\$75,880.00
29 Timber Boardwalk	Lft	242	\$1,000.00	\$242,000.00	\$515.00	\$124,630.00	\$405.00	\$98,010.00	\$365.00	\$88,330.00	\$358.00	\$86,636.00	\$503.00	\$121,726.00	\$325.00	\$78,650.00	\$475.00	\$114,950.00	\$455.00	\$110,110.00
30 Boardwalk Pile, 20' length	Ea	30	\$1,500.00	\$45,000.00	\$1,900.00	\$57,000.00	\$1,650.00	\$49,500.00	\$3,200.00	\$96,000.00	\$1,830.00	\$54,900.00	\$1,932.00	\$57,960.00	\$1,650.00	\$49,500.00	\$2,300.00	\$69,000.00	\$2,310.00	\$69,300.00
31 Segmental Block Retaining Wall	Sft	1,760	\$80.00	\$140,800.00	\$90.00	\$158,400.00	\$120.00	\$211,200.00	\$135.00	\$237,600.00	\$97.00	\$170,720.00	\$170.00	\$299,200.00	\$95.00	\$167,200.00	\$90.00	\$158,400.00	\$138.00	\$242,880.00
32 Soil Nail Cast-In-Place Retaining Wall w/Formliner	Sft	9,100		\$1,274,000.00	\$120.00	\$1,092,000.00	\$145.00	\$1,319,500.00	\$145.00	\$1,319,500.00	\$162.42		\$170.00	\$1,547,000.00	\$133.00	\$1,210,300.00		\$1,556,100.00	\$234.00	\$2,129,400.00
33 Black Vinyl Poly Coated Chain Link Fence	Lft	125	\$50.00	\$6,250.00	\$47.73	\$5,966.25	\$50.00	\$6,250.00	\$160.00	\$20,000.00	\$53.00	\$6,625.00	\$55.00	\$6,875.00	\$47.73	\$5,966.25	\$150.00	\$18,750.00	\$177.00	\$22,125.00
34 Sign, Type IIIB	Sft	34	\$50.00	\$1,700.00	\$20.00	\$680.00	\$20.00	\$680.00	\$21.00	\$714.00	\$44.40	\$1,509.60	\$10.40	\$353.60	\$20.00	\$680.00	\$40.00	\$1,360.00	\$23.50	\$799.00
35 Steel Post, 3#	Lft	60	\$6.00	\$360.00	\$9.00	\$540.00	\$9.00	\$540.00	\$10.00	\$600.00	\$21.09	\$1,265.40	\$23.00	\$1,380.00	\$9.00	\$540.00	\$12.00	\$720.00	\$11.00	\$660.00
36 12-inch Waterborne Crosswalk Pavement Marking	Lft	500	\$6.00	\$3,000.00	\$2.00	\$1,000.00	\$3.00	\$1,500.00	\$5.00	\$2,500.00	\$3.33	\$1,665.00	\$4.60	\$2,300.00	\$3.00	\$1,500.00	\$5.00	\$2,500.00	\$6.00	\$3,000.00
37 12-inch Waterborne Stop Bar	Lft	16	\$50.00	\$800.00	\$2.00	\$32.00	\$3.00	\$48.00	\$10.00	\$160.00	\$27.75	\$444.00	\$4.60	\$73.60	\$3.00	\$48.00	\$10.00	\$160.00	\$6.00	\$96.00
38 Maintaining Traffic	Lsum	1	\$150,000.00	\$150,000.00	\$125,000.00	\$125,000.00	\$50,000.00	\$50,000.00	\$58,000.00	\$58,000.00	\$46,620.00	\$46,620.00	\$26,000.00	\$26,000.00	\$278,000.00	\$278,000.00	\$750,000.00	\$750,000.00	\$1,470,500.00	\$1,470,500.00
39 Turf Establishment	Syd	15,000	\$10.00	\$150,000.00	\$2.50	\$37,500.00	\$7.00	\$105,000.00	\$3.00	\$45,000.00	\$1.89	\$28,350.00	\$3.40	\$51,000.00	\$9.00	\$135,000.00	\$8.00	\$120,000.00	\$17.50	\$262,500.00
40 Mulch Blanket	Syd	5,000	\$5.00	\$25,000.00	\$1.25	\$6,250.00	\$2.50	\$12,500.00	\$2.00	\$10,000.00	\$2.22	\$11,100.00	\$3.70	\$18,500.00	\$1.25	\$6,250.00	\$3.00	\$15,000.00	\$9.50	\$47,500.00
TOTAL ALL ITEMS				\$2,802,100.00		\$2,556,565.15		\$2,771,359.00		\$2,794,265.00		\$2,809,900.10		\$2,888,540.20		\$2,939,571.15		\$3,789,415.00		\$5,948,201.00

# CHIEF HAZY CLOUD COUNTY PARK TO VERGENNES ST.



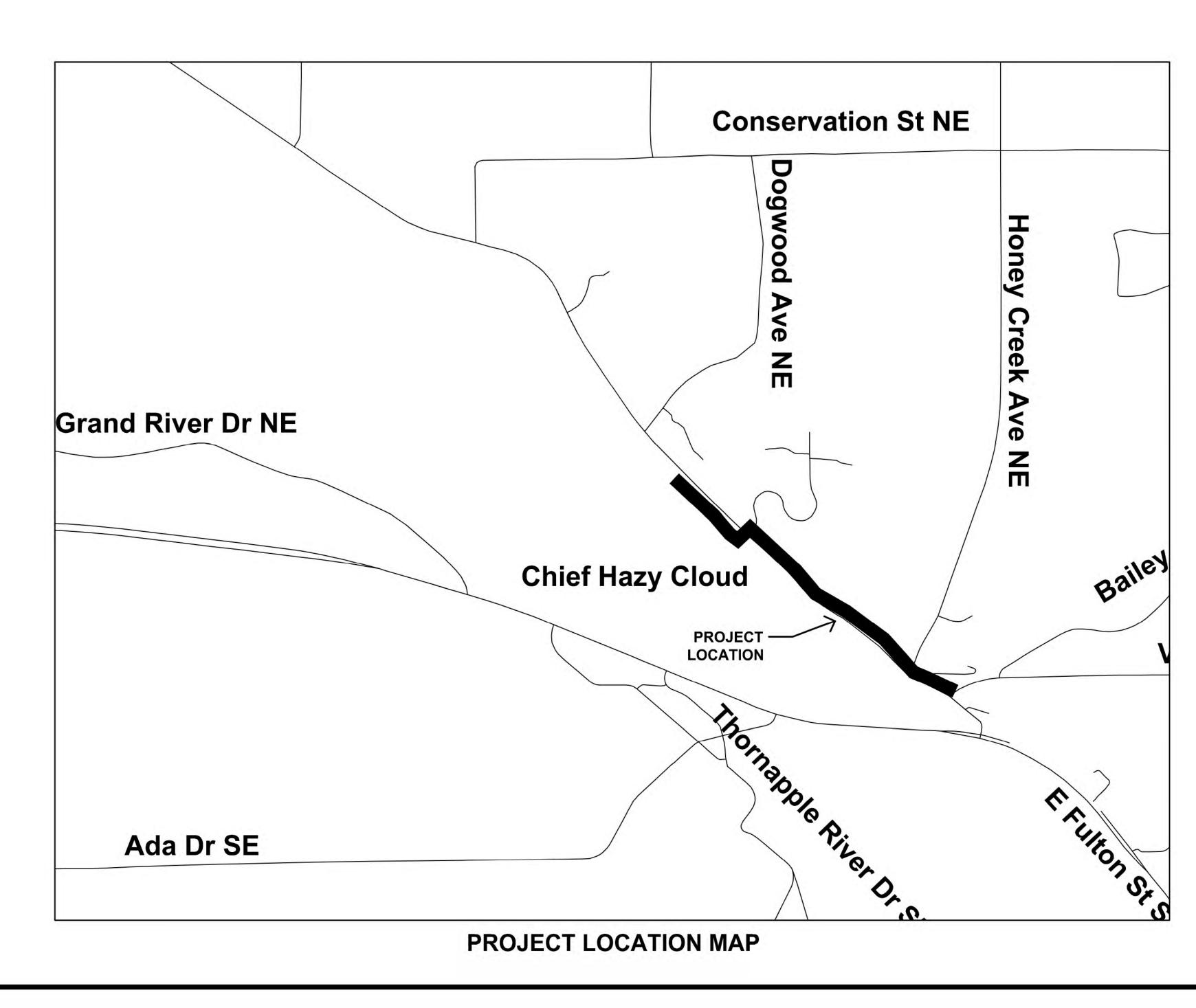
CONSUMERS ENERGY (ELECTRIC) PO BOX 201 GRAND RAPIDS, MI 49501-0201 (616) 530-4244

AT&T (TELEPHONE) ROOM 5 (PROJECTS N. OF FRANKLIN ST.) 2ND FLOOR (PROJECTS S. OF FRANKLIN ST.) 955 36TH ST. SE GRAND RAPIDS, MI 49508 (616) 246-7203 (PROJECTS N. OF FRANKLIN ST.) (616) 246-7210 (PROJECTS S. OF FRANKLIN ST.)

DTE ENERGY (NATURAL GAS) 444 WEALTHY ST. SW GRAND RAPIDS, MI 49503 (800) 947-5000

XFINITY/COMCAST (CABLE TV) 955 CENTURY AVE. SW GRAND RAPIDS, MI 49503 (616) 245-5039





# **ADA TOWNSHIP**

# **KENT COUNTY, MICHIGAN**

# PETTIS TRAIL

-2025-



# TOWNSHIP

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	BOARDWALK DETAILS
3-4	<b>CROSS SECTIONS &amp; DETAILS</b>
5-8	PETTIS TRAIL IMPROVEMENTS
9	<b>RETAINING WALLS DETAILS</b>

PLAN INDEX

# **PETTIS TRAIL**

FROM CHIEF HAZY CLOUD COUNTY PARK TO VERGENNES ST.

SURVEYED & DESIGNED BY:



Moore Bruggink Consulting Engineers 2020 Monroe Ave. Grand Rapids, MI 49505 (616) 363-9801 mailbox@mbce.com

ADA TOWNSHIP APPROVAL

JULIUS SUCHY ADA TWP MANAGER

KENT COUNTY ROAD COMMISSION APPROVAL

WAYNE HARRALL, P.E.

PREPARED UNDER SUPERVISION OF

STEVEN C GROENENBOOM, P.E.

6201036751

REGISTRATION NO.

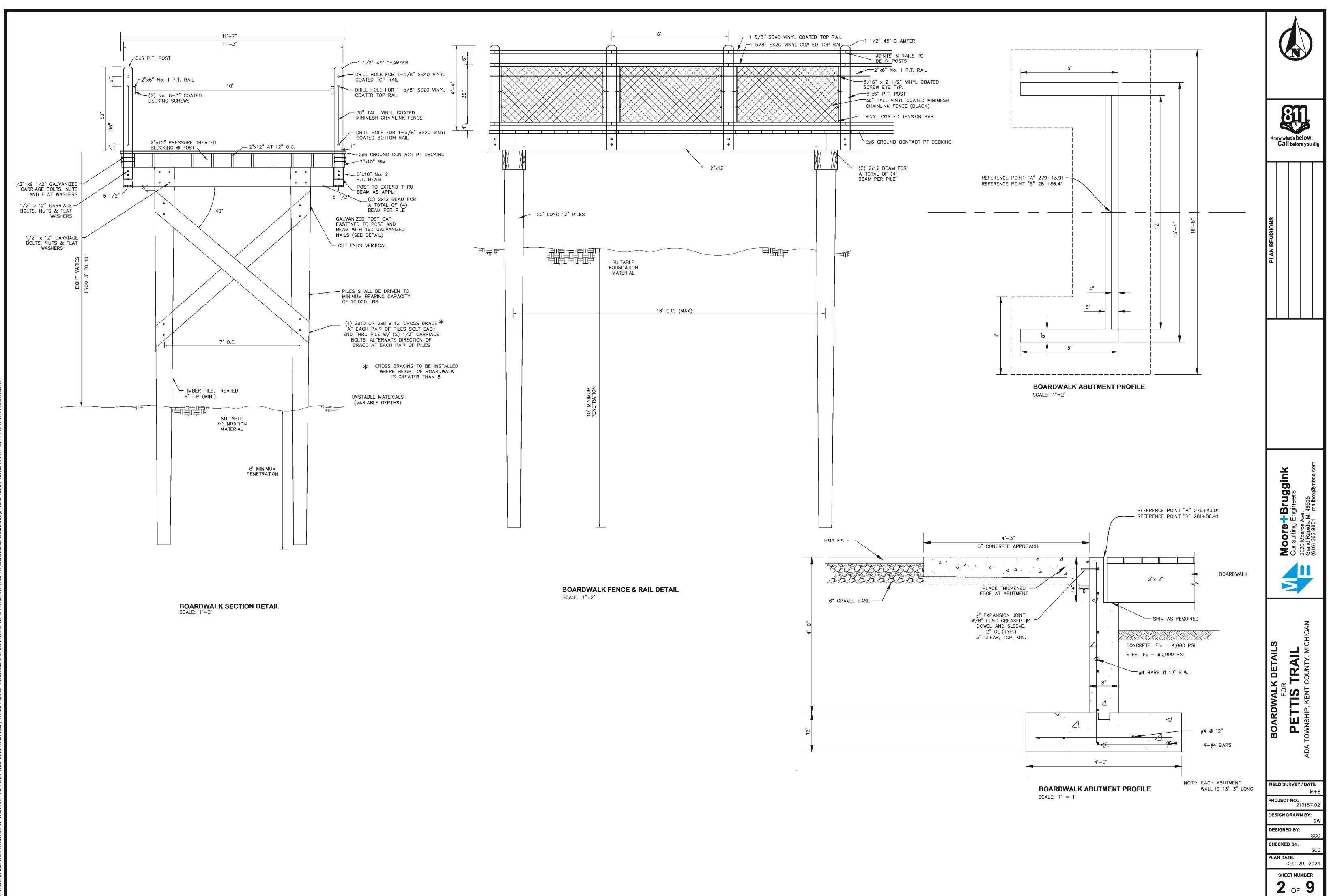
## Moore+Bruggink

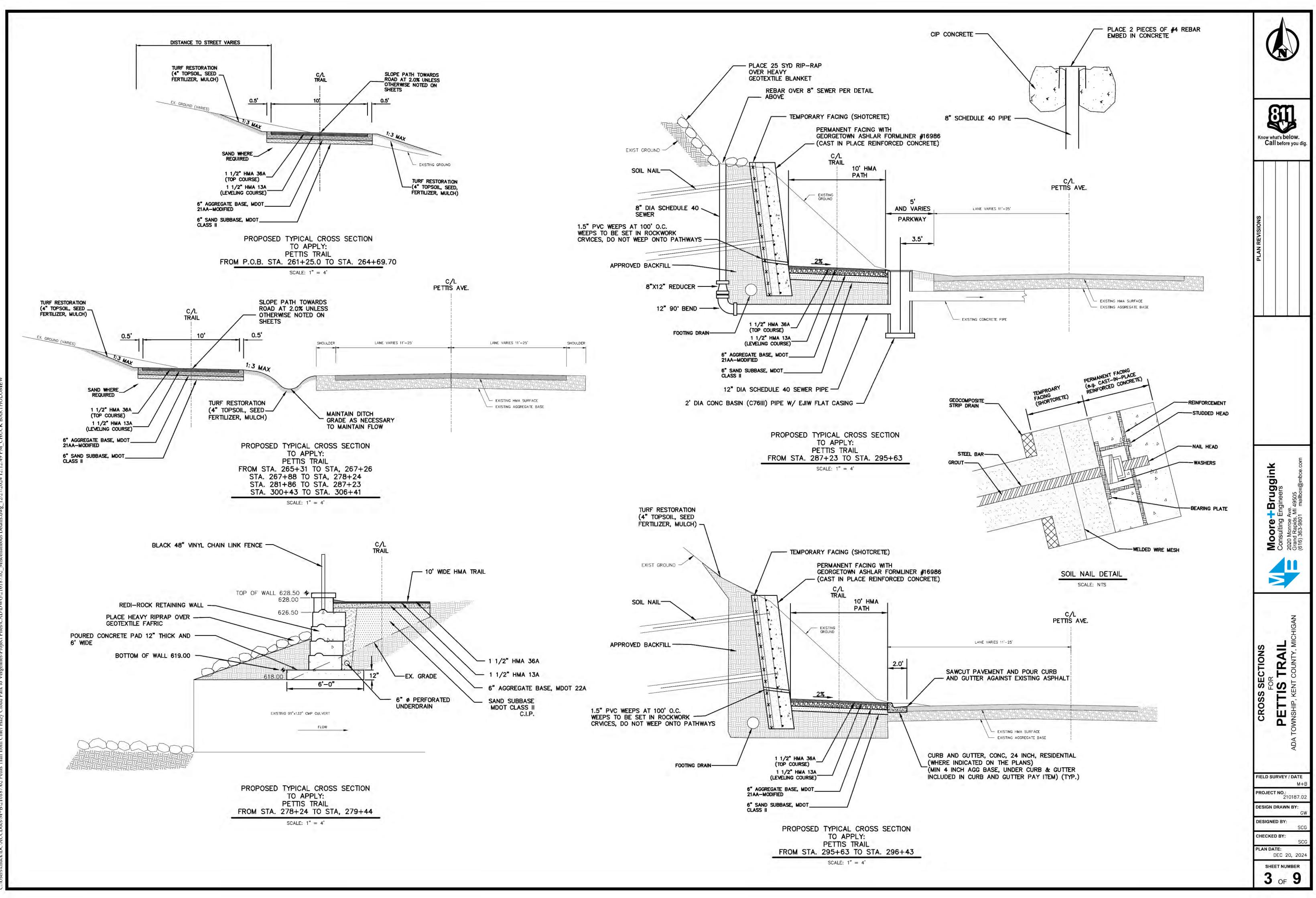
ORGANIZATION

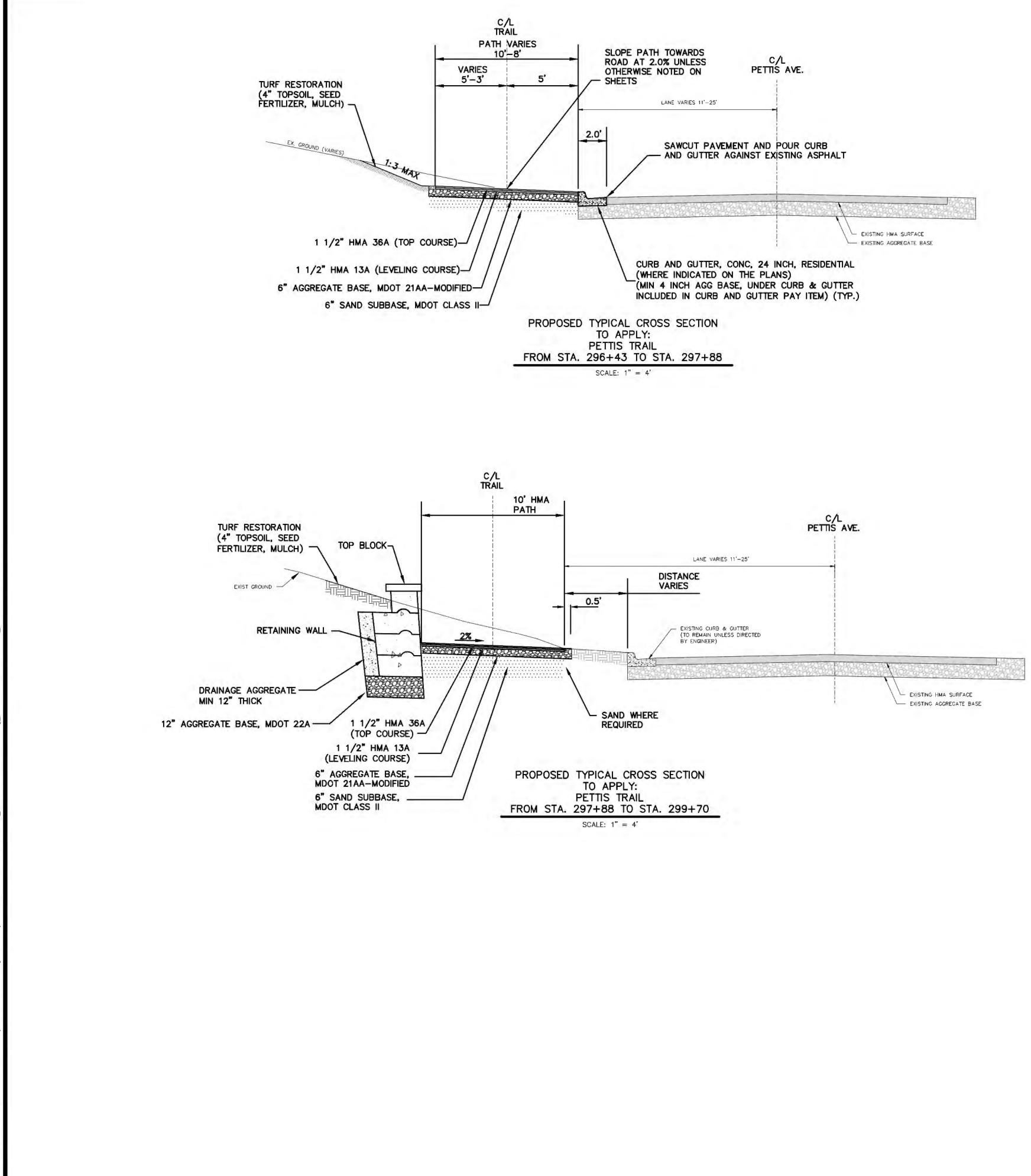
DATE: DEC 20, 2024

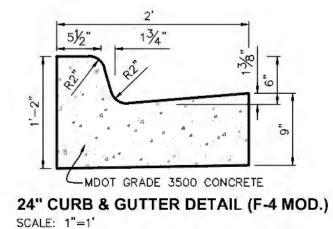
2020 MONROE NW GRAND RAPIDS, MI 49505

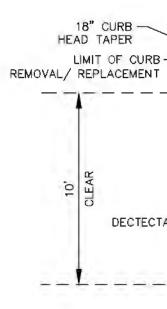


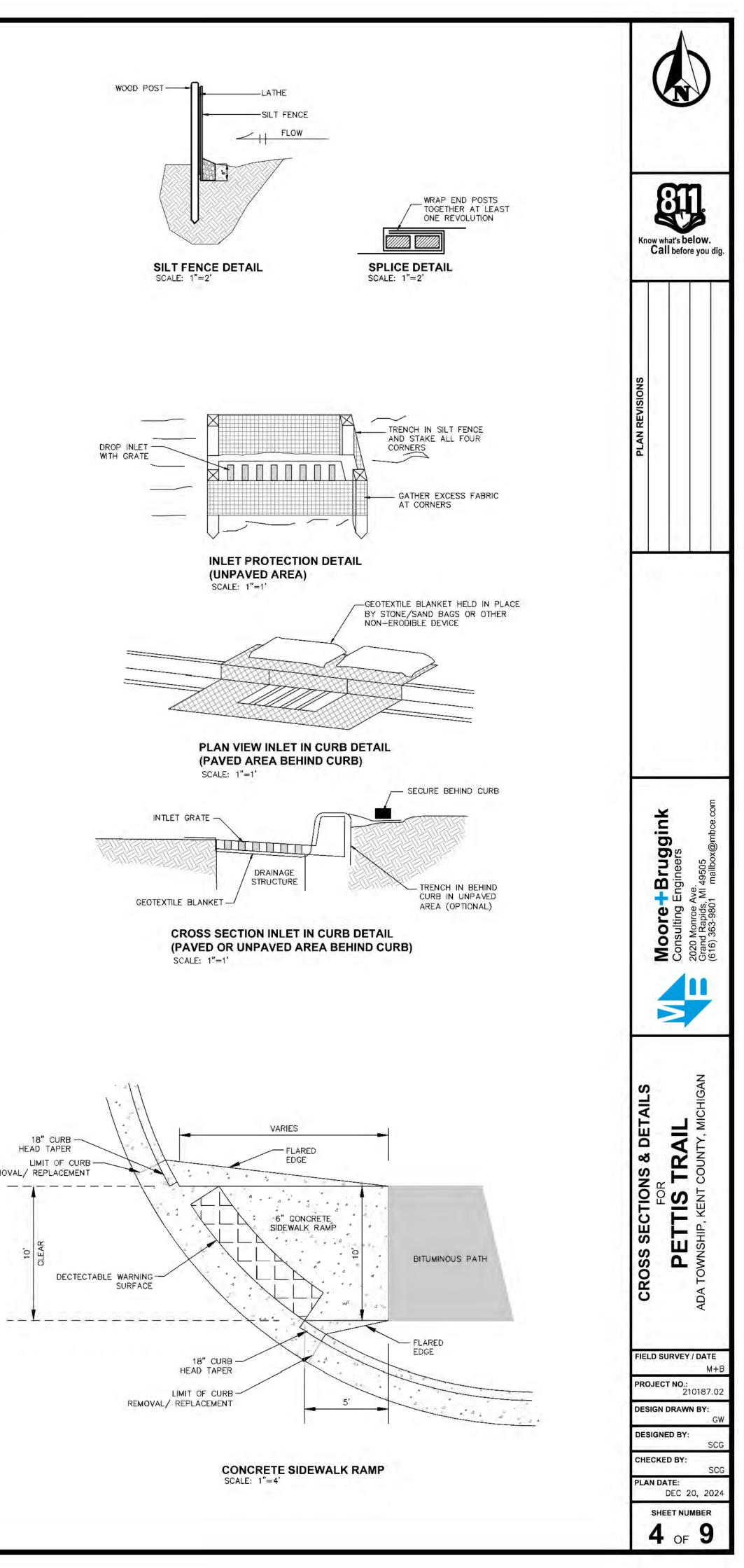


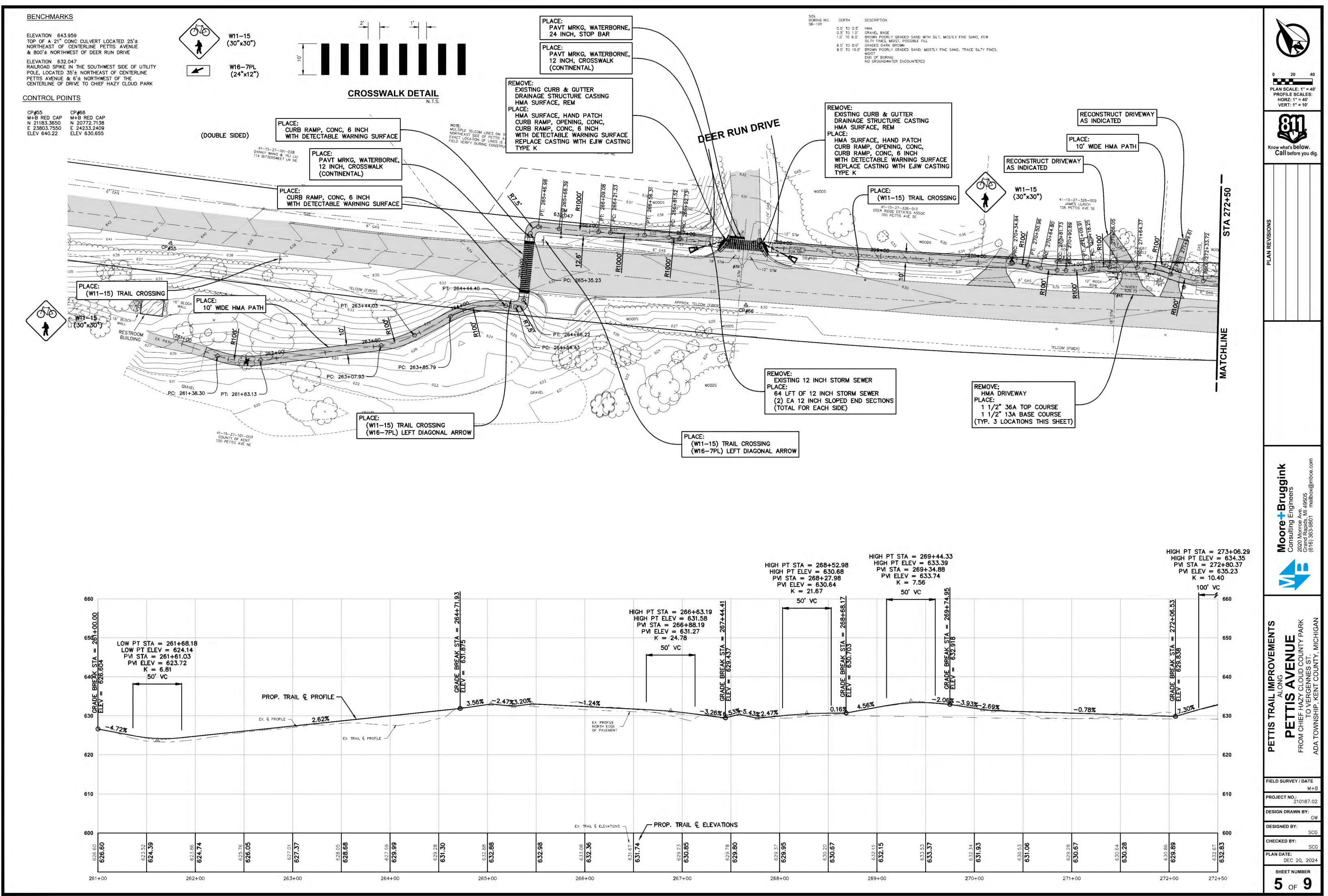


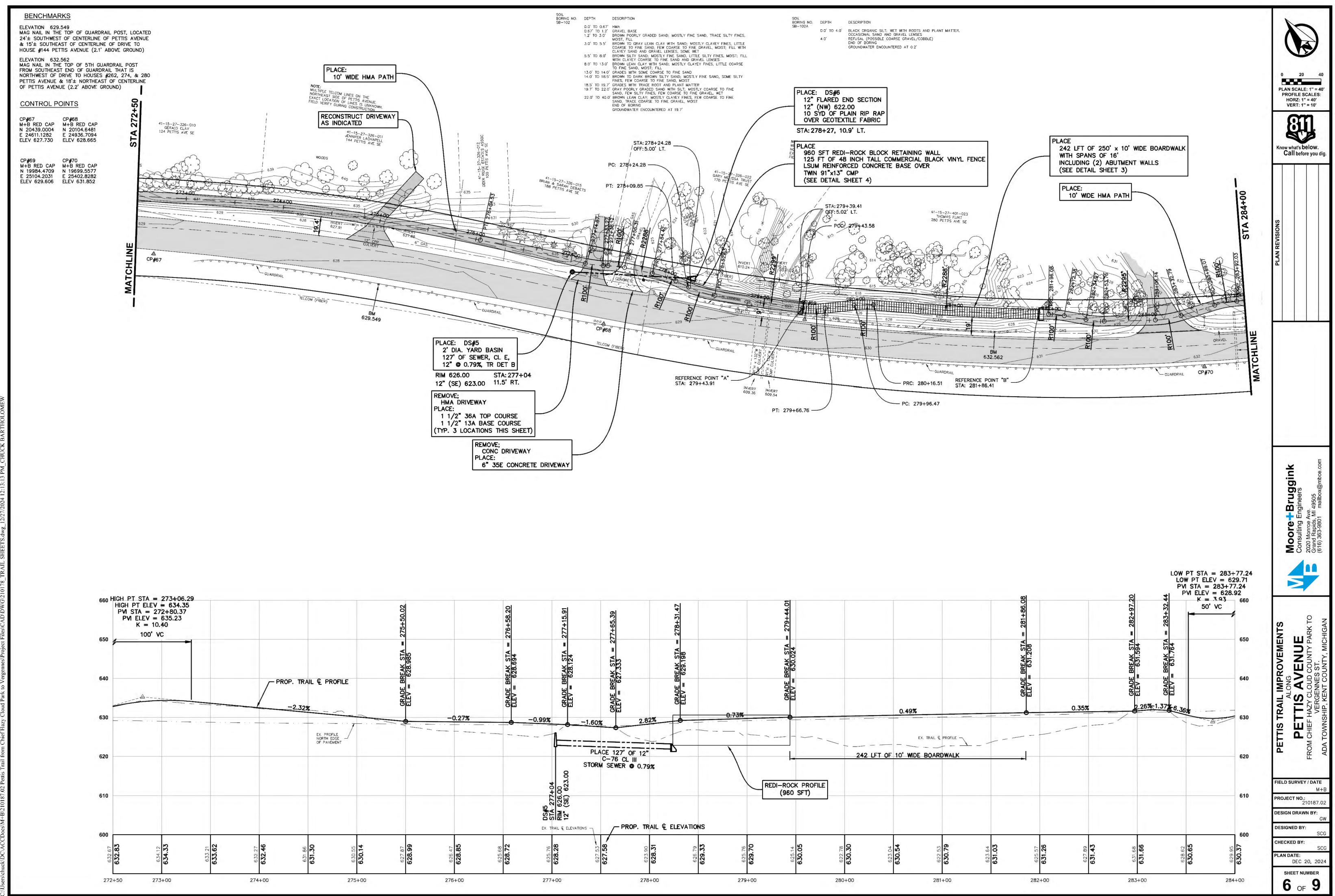


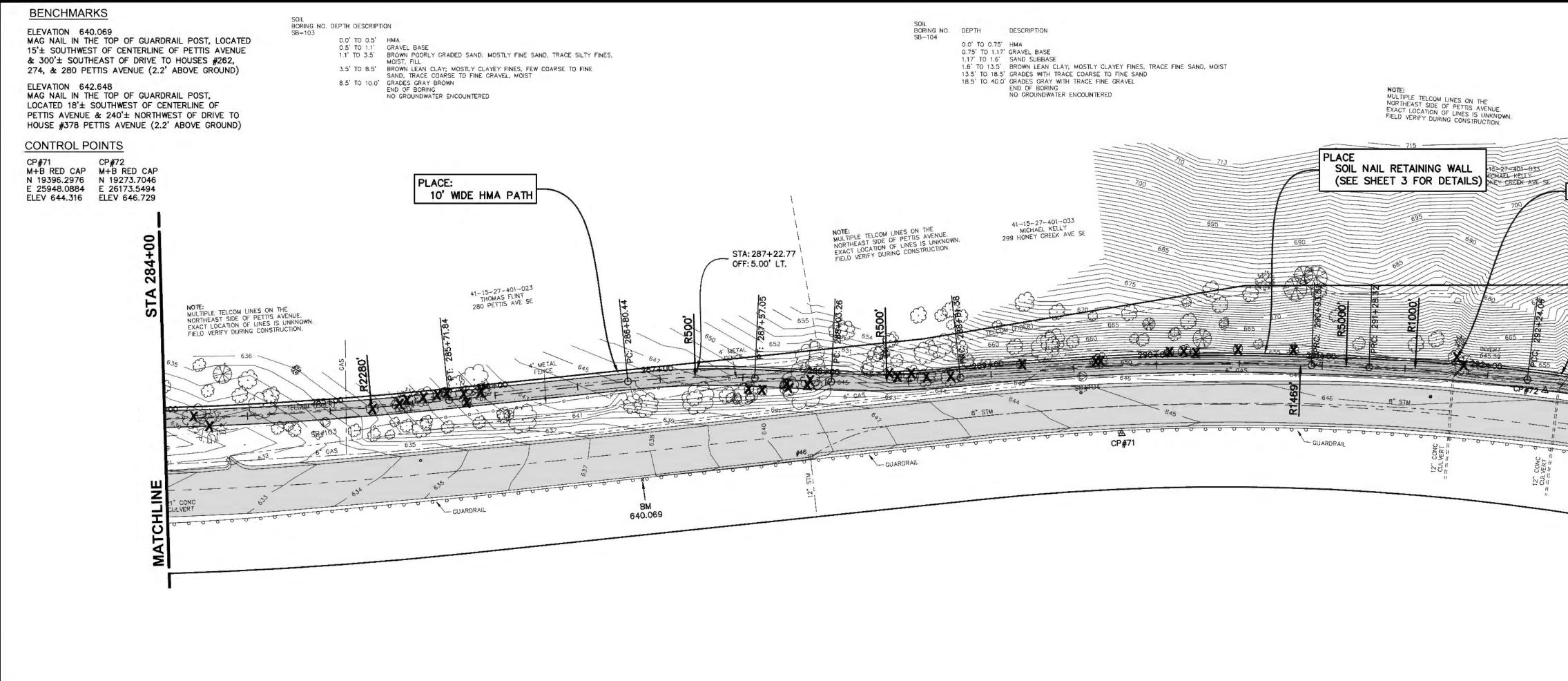


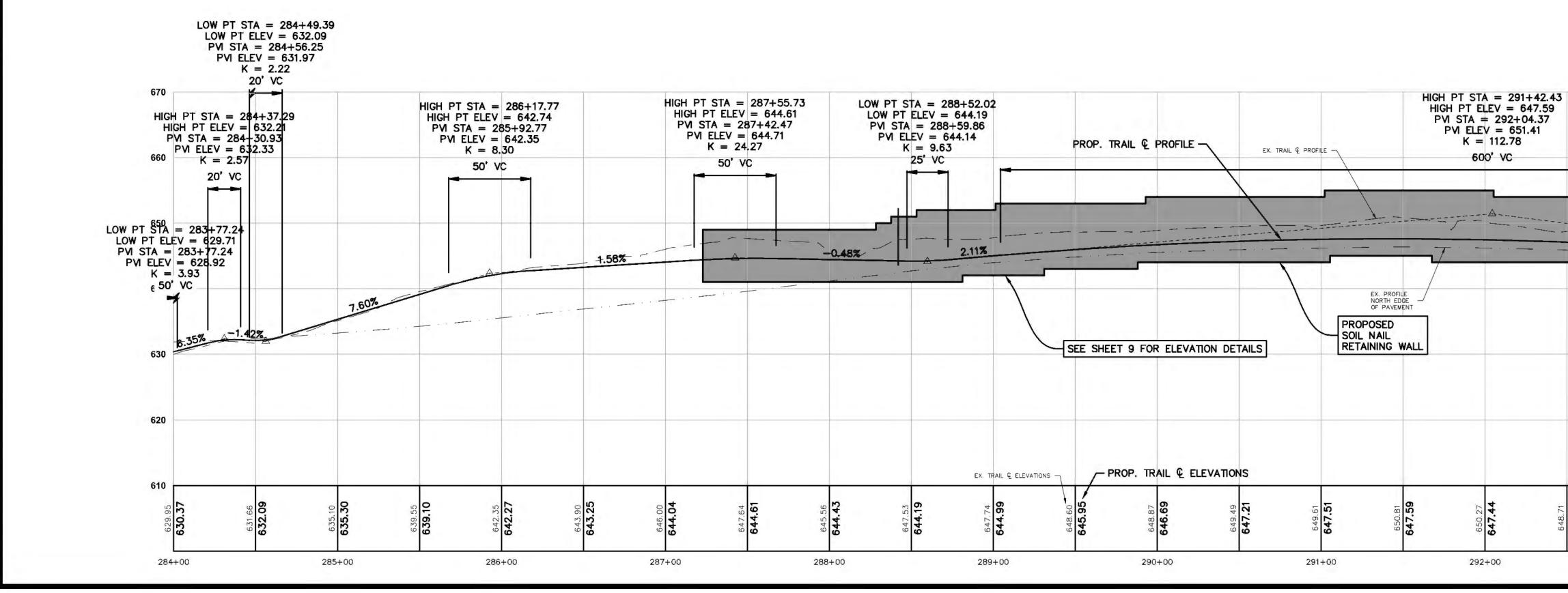


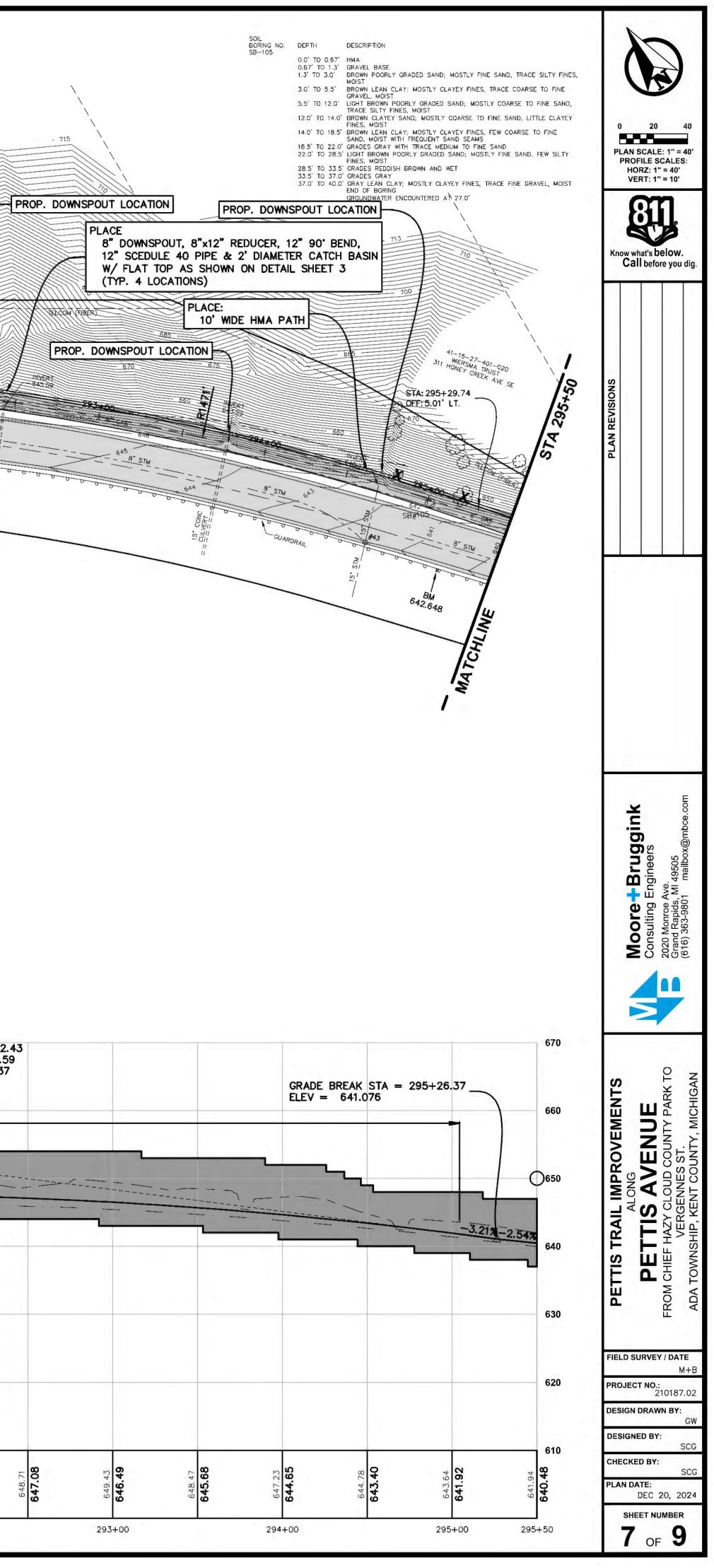


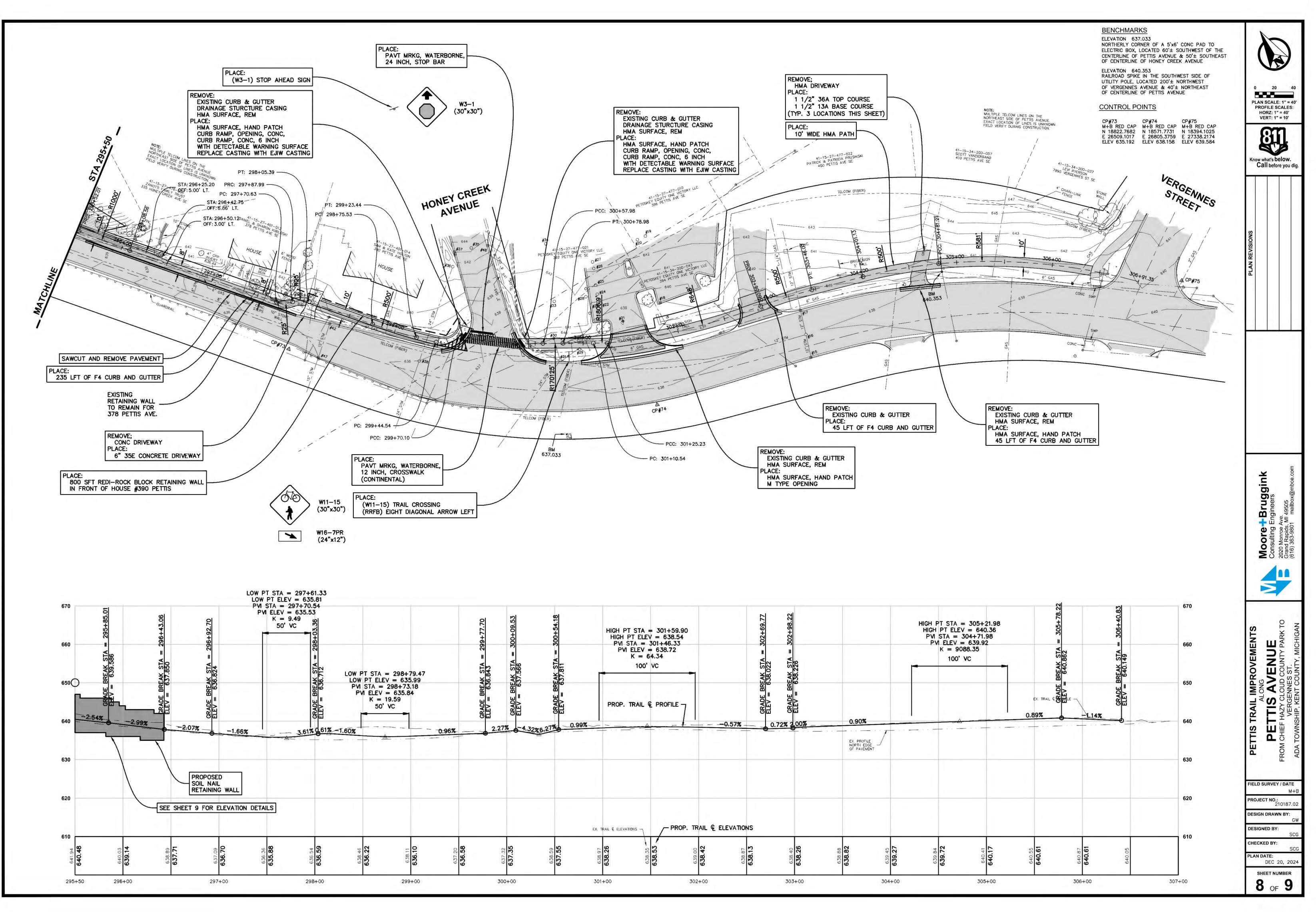


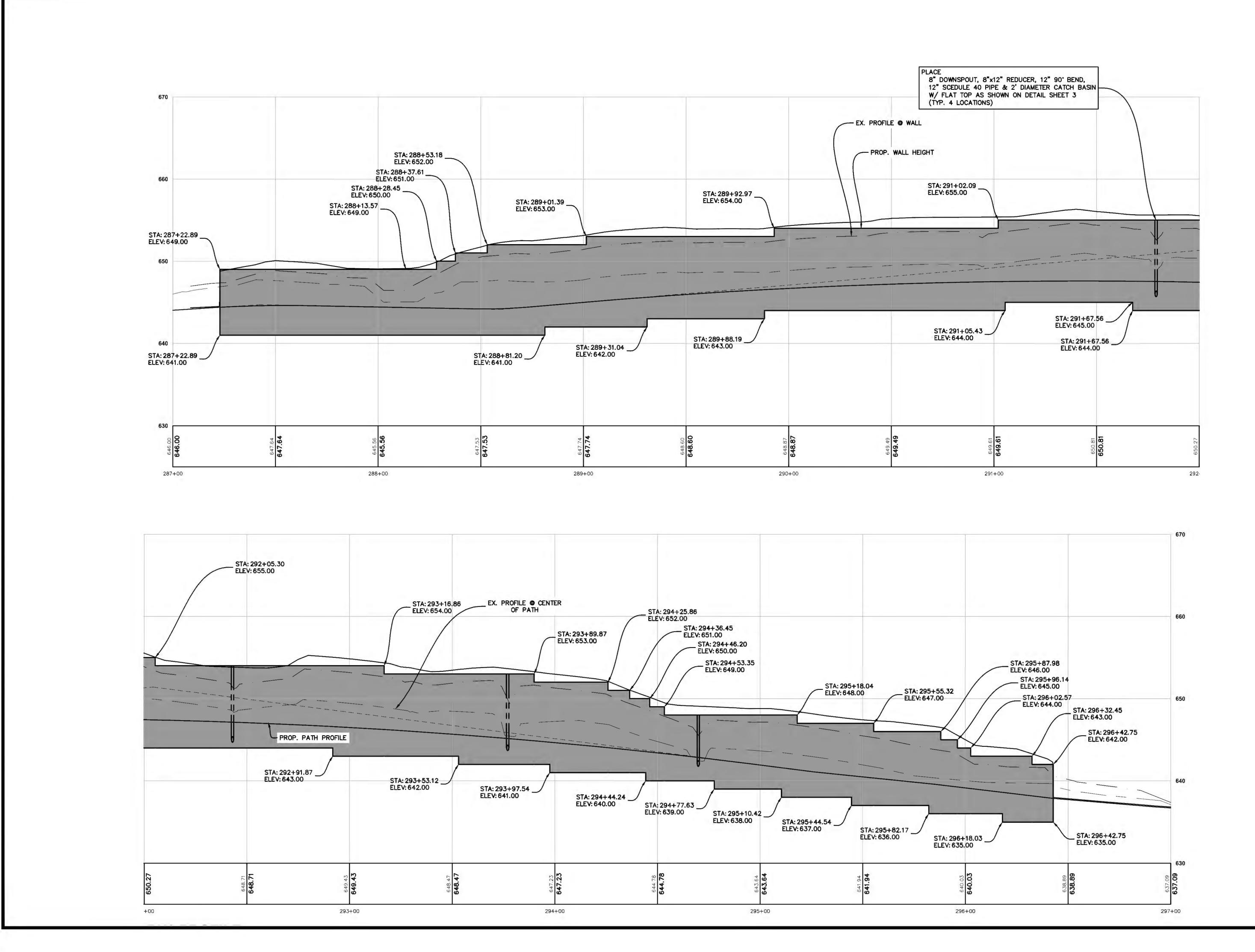


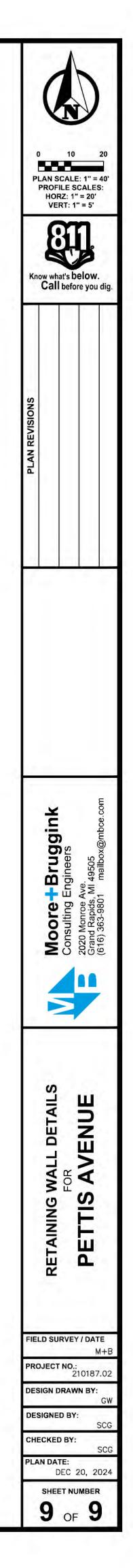












XI B

MEMORANDUM

Date: 2/19/25



TO:Ada Township BoardFROM:Julius Suchy, Township ManagerRE:Pettis Avenue Trail Phase II Design & Construction Engineering, Honey CreekIntersection Improvements, Soil Borings, Wetland Issues, and Project Contingency<br/>Proposal

#### Background:

The board will consider awarding the Pettis Avenue Trail Phase II Construction bid to C&D Hughes for the next agenda item. One item that needs to be approved is the budget for design engineering, construction inspection, and project contingencies.

Moore+Bruggink has provided a Pettis Avenue Phase II Trail budget letter outlining the total project costs, including the low bid award, design and construction engineering activities, permitting, and contingencies. All the work they are proposing to complete or already have completed (design engineering) is required for the job and is typical with any construction project the Township has undertaken.

In total, the costs associated with the work outside of the bid award total \$543,434.85. A summary of that work is included below:

- Honey Creek Intersection (\$50,000) this is to reconfigure the Honey Creek Intersection at Pettis Avenue to narrow the intersection, allowing for safe pedestrian crossing. This was discussed with the Kent County Road Commission, and they were supportive of this work taking place.
- Alignment Study of North/South Side (\$20,000) this is engineering work that has already been completed to review and consider both the north and south side of Pettis Avenue.
- Design Engineering (\$189,000) Design engineering for the actual trail to be located on the north side of Pettis Avenue.
- Soil Borings (\$10,000) Soil boring work for the project
- Wetland Issues (\$3,000) Work related to the wetlands located in the trail project area
- Construction Engineering, Inspection, and Staking (\$150,000): This involves having Moore+Bruggink on-site during construction to ensure that the trail is built as designed and issues can be addressed quickly instead of after the fact. It also includes staking the entire trail.
- Project Contingency (\$121,434.85) This is for items that come up during construction. If an item is identified, it will be brought up to staff, and then, depending on the level of cost/scale, it will be presented to the Township Board for a potential change order.

#### Recommendation:

Staff would recommend approving the Pettis Avenue Phase II Pedestrian Trail (Chief Hazy Cloud Park to Vergennes St.) bid budget as outlined in the Moore+Bruggink budget letter dated February 4,

2025. The amount provided in the requested motion is the total cost of these services, with the bid amount to C&D Hughes deducted from the \$3,100,000.00 total in the budget letter.

*Requested Motion:* Motion to Approve Pettis Avenue Phase II Trail Street Trail Design & Construction Engineering, Honey Creek Intersection Improvements, Soil Borings, Wetland Issues, and Project Contingency as Outlined in the Moore+Bruggink Budget Letter Dated February 4, 2025, for an Amount not to Exceed \$543,343.85.



February 4, 2025

Re: Pettis Trail from Chief Hazy Cloud Park to Vergennes Project No. 210187.02

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

Dear Mr. Suchy:

Based on our recommendation to award a contract on the **Pettis Avenue Trail** project in the amount of \$2,556,565.15, we hereby estimate the total project budget as follows:

#### PROJECT COSTS

Low Bid (C & D Hughes)	\$2,556,565.15
Honey Creek Intersection	\$50,000.00
Alignment Study (North/South Side)	\$20,000.00
Design Engineering	\$189,000.00
Soil Borings	\$10,000.00
Wetland Issues	\$3,000.00
Construction Engineering, Inspection and Staking	\$150,000.00
Project Contingencies	\$121,434.85

#### TOTAL ESTIMATED BUDGET \$3,100,000.00

We are working with the Kent County Road Commission to revise the geometrics of the Honey Creek intersection with Pettis Avenue by narrowing the curb and gutter width on Honey Creek. This will result in slowing the traffic on Honey Creek along with a shorter surface crossing. The final geometrics have not been approved yet. This work was not included in the bid, and we have included \$50,000 in the project budget for this work.

Funding for the project is being provided by the trail bond proceeds. We had previously estimated required funding for the project at \$3.2 million.

I will be at the Township Board meeting on February 24, 2025, to review the contract award and project budget.

If you have any questions, please contact me.

Sincerely,

Steven C. Groenenboom, P.E. Project Engineer

SCG/pim

2020 Monroe Avenue NW | Grand Rapids, MI 49505-6298 T [616] 363 9801 | F [616] 363 2480 | W mbce.com



February 19, 2025

Re: Thornapple and Knapp Bridges Project No. 250102.01

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

Dear Mr. Suchy:

This letter will provide an update on the Thornapple River Pedestrian Bridge and Knapp Street Trail projects.

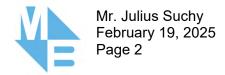
**Thornapple River Pedestrian Bridge** – The new bridge will be 30 feet downstream from the existing bridge. EGLE permitting guidelines require the new bridge to span the width of the floodway. The floodway is nearly 270 feet wide at the proposed location, so the new pedestrian bridge needs to span 270 feet.

We are proposing a three-span bridge with spans of 50 feet, 170 feet, and 50 feet. In addition to spanning the floodway, the new bridge also needs to be placed above the 100-year floodplain elevation of 632.1 feet. The existing Thornapple bridge spans 160 feet and the top of the bridge deck is at 631 feet, so the new bridge will be longer and higher than the existing bridge. Progressive A/E is preparing a new rendering of the bridge that we will be able to share with the Township Board on February 24. Given the longer bridge spans, we are now estimating the project cost will increase from \$1.5 million to \$1.8 million.

Following the meeting on the 24th, we plan on having final drawings, specifications, and bidding materials complete by March 11 and then receiving bids on April 1 with a contract being awarded on April 14.

**Knapp Street Bridge** – This section of trail will complete the missing one-half mile section of trail on Knapp Street between Grand River Drive and Watercrest Drive. We had originally planned on constructing the trail on the embankment of Knapp Street and supported with a retaining wall, similar to the trail on Fulton Street near the Grand River. However, the soil borings for the project show there is a 5-foot thick layer of peat/muck below the existing roadway and proposed trail location. The bad soils require the trail be constructed as some type of walkway supported by deep steel piles.

Over the past few months, we have researched various types of boardwalk systems and the most cost-effective solution is prefabricated steel bridge sections topped with a reinforced concrete deck with chain link fence railing. Each bridge section will span 50 feet and will be supported with steel piles that can be driven well below the layer of poor soils. We have prepared the following project estimates:



	10 Feet Wide	14 Feet Wide
Widen Existing Bridge Piers	\$1,800,000	\$2,000,000
Prefab Pedestrian Bridge (550 feet)	\$1,675,756	\$1,811,754
Elevated Concrete Walk (1,800 feet)	\$5,199,120	\$5,886,976
Path on Grade (550 feet)	\$110,000	\$110,000
Traffic Control Allowance	\$200,000	\$200,000
Design/Construction Engineering	\$670,000	\$670,000
Mussel Relocation	\$30,000	\$30,000
Contingency Allowance	\$1,015,124	\$991,270

# Total Estimate

#### \$10,700,000 \$11,700,000

The project is being funded by the Grand River Greenways, the Kent County Road Commission, and Ada Township, and each entity has budgeted the following amount:

Total	\$10,700,000
Shortfall	\$2,700,000
KCRC	\$1,000,000
Ada Township	\$3,500,000
Grand River Greenways	\$3,500,000

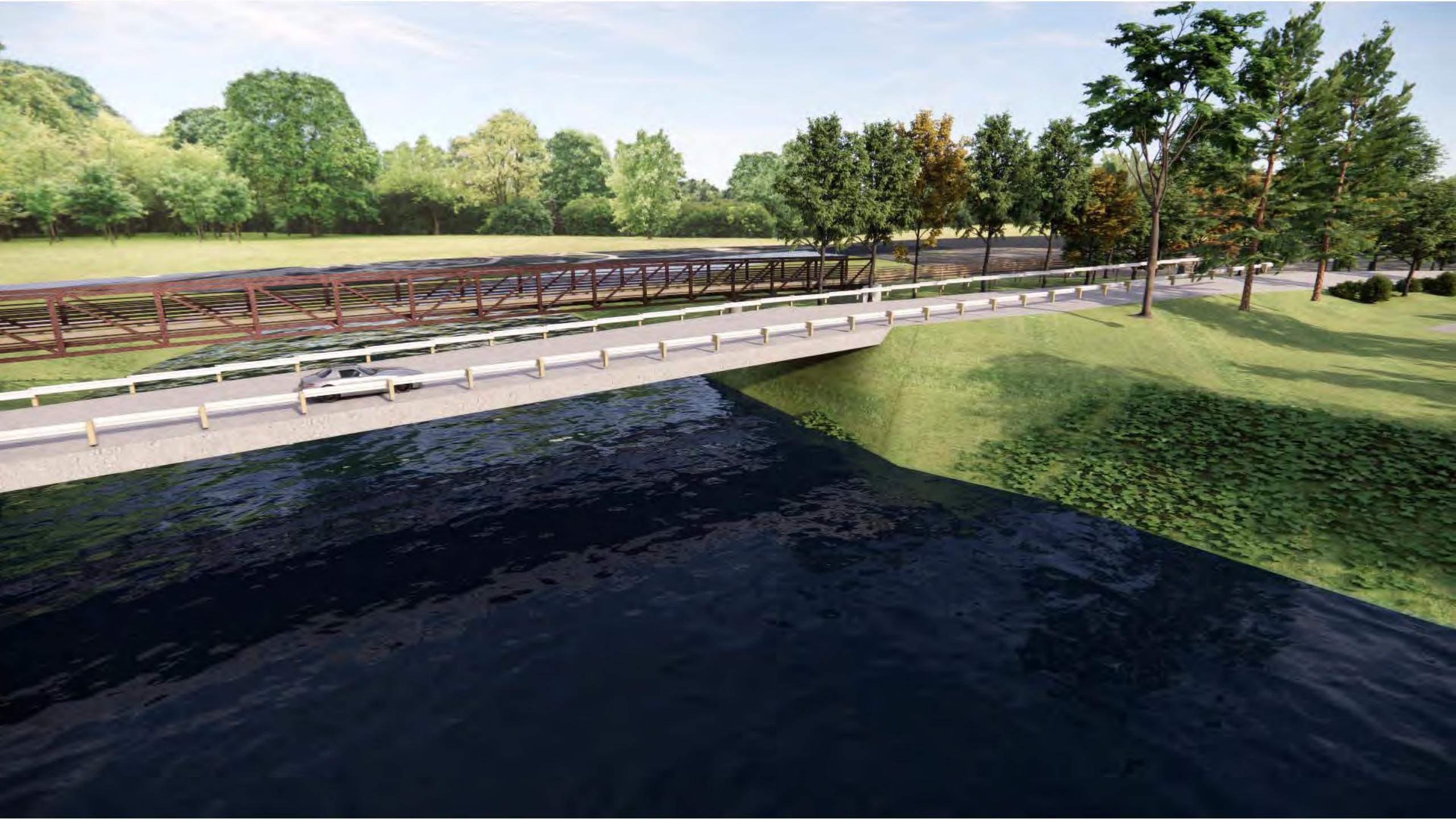
# We are currently working through the various permitting issues with EGLE, including floodplain, floodway, and wetlands issues. The EGLE permit application will be submitted in March, and we anticipate approval by early June. There are also snuffbox mussels in the river that need to be relocated by certified divers. This will be done later this spring. Assuming the additional funding is confirmed, we will have final plans and bidding documents complete in May, with bids being received in June. Construction would then start in July with a summer 2026 completion date.

I will be at the Township Board meeting on Monday to review this information..

Sincerely,

Steven C. Groenenboom, P.E. Township Engineer









#### BENCHMARKS - NAVD88 ELEVATION 634.84

TOP OF 3/4" BOLT (N'LY BOLT OF 4), LOCATED AT THE W'LY CORNER OF BRIDGE OVER THORNAPPLE RIVER (BOLT FOR TUBE RAILING & 2.5' ABOVE CONCRETE BRIDGE DECK) ELEVATION 627.21

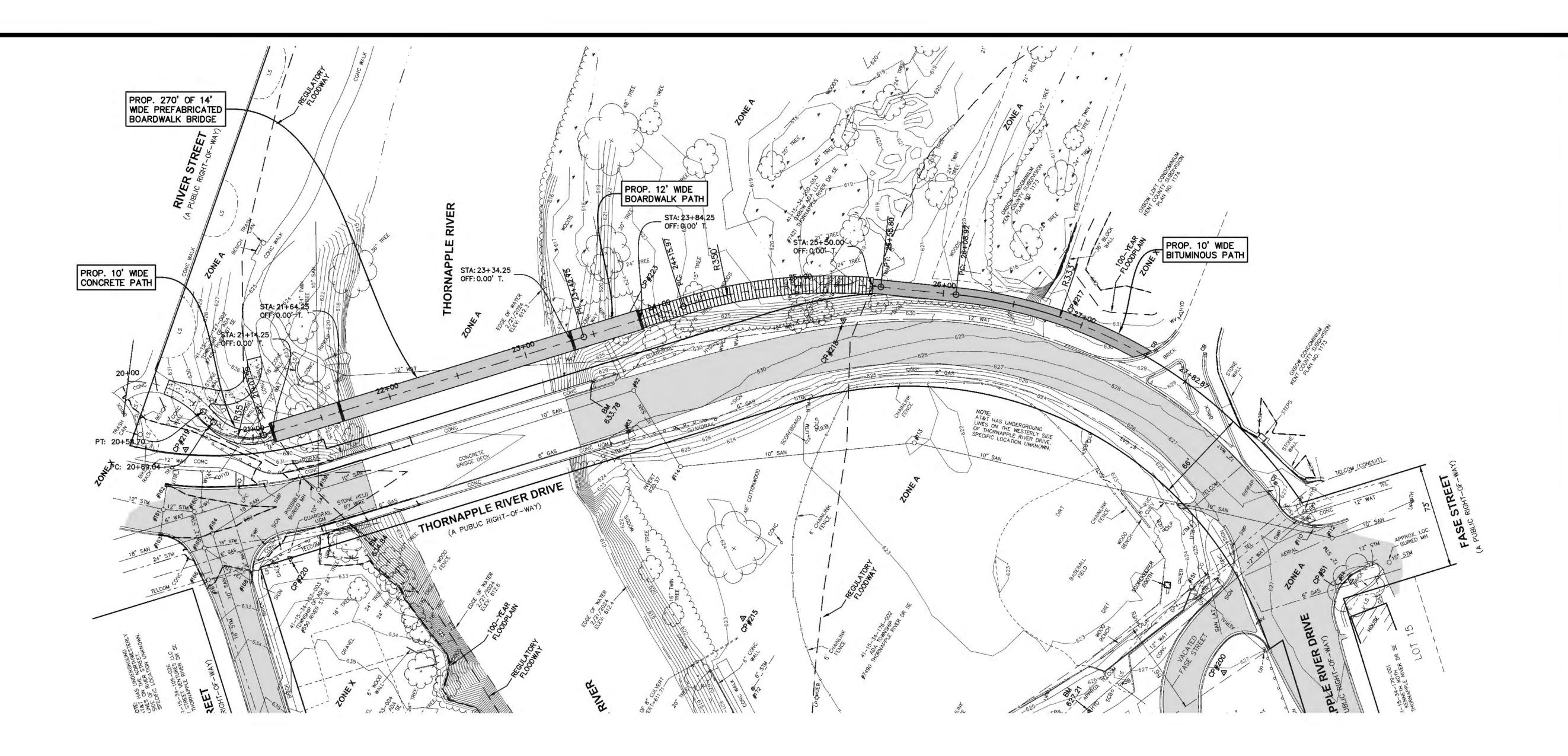
TOP OF NORTHEAST FLANGE BOLT (UNDER "E" OF "EJIW") TO HYDRANT, LOCATED 5'± NORTHEAST OF B/WALK & 35'± SOUTHWESTERLY OF 3RD BASE DUGOUT

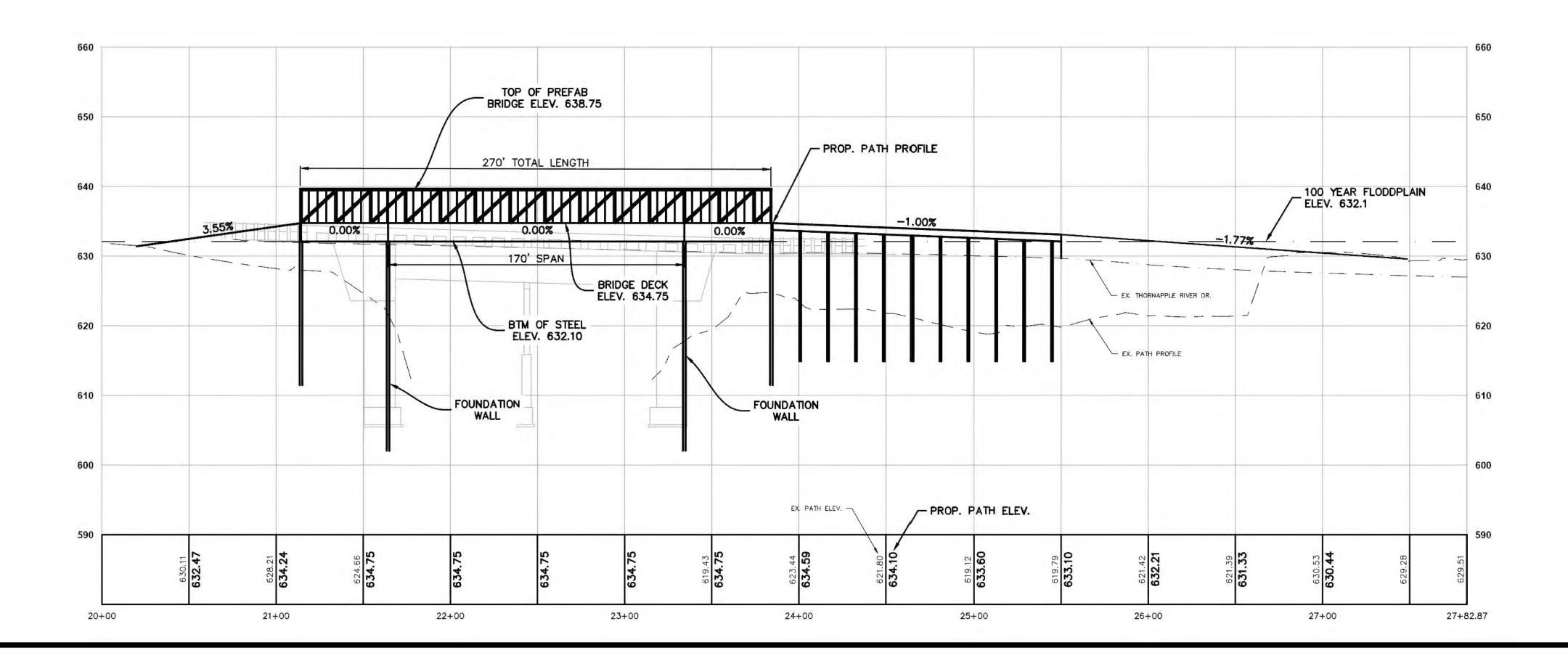
ELEVATION 638.16 TOP OF SOUTHEAST FLANGE BOLT (UNDER "W" OF "EJIW") TO HYDRANT, LOCATED 5'± SOUTH OF CENTERLINE BRONSON STREET & 27'± WEST OF CENTERLINE RIVER STREET FLEVATION 633.78

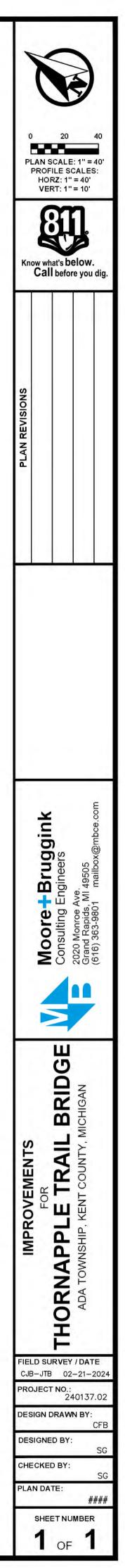
STREET ELEVATION 633.78 TOP OF SOUTHERLY BOLT ON THE EASTERLY END OF THORNAPPLE RIVER DRIVE BRIDGE OVER THORNAPPLE RIVER

# CONTROL POINTS

CP#51 M&B RED CAP N 531075.576 E 12824047.308 ELEV 627.43	N 531420.3171 E 12823794.8101	N 531710.6126
CP#200 M+B RED CAP N 531115.7519 E 12823945.0497 ELEV 627.12		M+B RED CAP N 531463.7913 E 12823396.9487
CP#201 M+B RED CAP N 531224.1889 E 12823824.7139 ELEV 626.80		E 12823552.3281
CP#202 M+B RED CAP N 531195.4990 E 12823649.1911 ELEV 619.45	N 531474.3492	N 531602.6411 E 12823925.1693
CP#203 M+B RED CAP N 531325.6985 E 12823564.6480 ELEV 615.86	N 531813.9713	N 531329.4222







# MOORE & BRUGGINK, INC. Updated Estimate of Cost 1/23/25

Thornapple River Drive Legacy Park to Fase Trail

ITEM			ESTIMATED	ENGINEER'S	ESTIMATE
NO.	PROPOSAL ITEM	UNIT	QUANTITY	PRICE	AMOUNT
1	Mobilization, Max \$100,000	Lsum	1	\$100,000.00	\$100,000.00
2	Tree Removals & Clearing	Lsum	1	\$10,000.00	\$10,000.00
3	Drainage Improvements	Lsum	1	\$10,000.00	\$10,000.00
4	Trail Grading	Lft	300	\$40.00	\$12,000.00
5	Sand Fill, MDOT Class II, CIP	Cyd	1,800	\$30.00	\$54,000.00
6	Aggregate Base, 6-inch, 21AA, Mod.	Syd	480	\$15.00	\$7,200.00
7	6" Concrete Trail on grade	Sft	3,600	\$10.00	\$36,000.00
8	Silt Fence	Lft	500	\$5.00	\$2,500.00
9	Boardwalk Concrete Abutment/Foundation	Ea	1	\$10,000.00	\$10,000.00
10	Timber Boardwalk	Ft	170	\$800.00	\$136,000.00
11	Boardwalk Pile, 20' length	Ea	28	\$2,000.00	\$56,000.00
12	Prefabricated Steel Bridge 170' Long	Each	1	\$450,000.00	\$450,000.00
13	Prefabricated Steel Bridge 50'	Each	2	\$125,000.00	\$250,000.00
14	Installation of Prefab Bridge Spans	Each	1	\$25,000.00	\$25,000.00
15	CIP 6" Thick Concrete Deck	Sft	3,240	\$10.00	\$32,400.00
16	Steel Piling to support 170' span	Lsum	1	\$150,000.00	\$150,000.00
17	Concrete abutment to support 50' span	Each	2	\$20,000.00	\$40,000.00
18	Maintaining Traffic	Lsum	1	\$20,000.00	\$20,000.00
19	Turf Establishment	LSUM	1	\$10,000.00	\$10,000.00
	Sub Total Construction				\$1,411,100.00
	EGLE River Crossing Permitting				\$25,000.00
	Design/Construction Engineering (15%)				\$175,000.00
	Contingency Allowance			_	\$100,000.00
	Total Project Estimate				\$1,711,100.00
	Project Schedule				
	Submit EGLE Permit		1-Feb		
	Finalize construction plans		27-Feb		
	Review plans with Trail Committee		6-Mar		
	Plans available for Bidders		11-Mar		
	Bids Due		1-Apr		
	Award Contract		14-Apr		
	EGLE Permit Approved		1-May		
	Start Construction		19-May		
	Bridge Delivered	26 - 3	0 weeks after av	vard	
	Project Complete		1-Apr		

# MEMORANDUM

Date: 02/04/25



TOAda Township Board of Trustees, Julius Suchy Township ManagerFROM:Dennis Brinks – Director of Buildings, Facilities & GroundsRE:Township Weed Control Plan

#### Background:

The Ada Township Fertilization program has previously been set up on 3-year service contracts for lawn areas in the Township. Including parks, cemeteries, museum, fire stations, lift stations, utilities and the Township Hall. Thornapple River Nursery has held the contracts for the past several years and the most recent contract has expired in the fall of 2024.

The fertilization program calls for three treatments per year. The Township properties will receive a spring treatment with both fertilizer and a crabgrass inhibitor herbicide; a summer treatment with both fertilizer and an insecticide for insect larvae; and a fall treatment with fertilizer and a broadleaf herbicide.

After consulting with Parks and Recreation Director Deason and Stephanie Kozal from Fleis & VandenBrink, we have determined that the line items for treating Leonard Park and Grand Valley Estates should be removed from the estimates. During construction at Leonard Park, portions of the green space will be impacted, making mowing and lawn treatment challenging for 2025. Additionally, the State "EGLE" prohibit the application of chemicals near water sources, particularly around the Well House at Grand Valley Estates, to protect drinking water quality.

We put the program out to RFQ with a closing on Thursday, January 30th, 2025. Several companies submitted bids for the program ranging from \$25,473.00 to \$50,000.70 for the three years total. These are summarized in the table below:

List of Contractors	3-year Bid Amount after adjustmen				
BlueGrass	\$50,000.70				
RRR Nursery	Not licensed for this work				
Thornapple River Nursery	\$25,473.00				
True Green	\$35,045.18				
Turf Tech	\$36,809.71				

#### **Recommendation:**

It is our recommendation to accept the adjusted bid of \$25,473.00 by Thornapple River Nursery to provide the Township Fertilization program. \$8,021 for year 2025, \$8,726 for 2026 and \$8,726 for 2027. Thornapple River Nursery has a long history assisting with Ada Township properties, including holding this contract in the past. Note that annual reviews and adjustments will be made. We ask the Ada Township Board to approve this recommendation.

Attached are the bid sheets from the contractors.

**Requested Action:** Motion to Award Three Year Fertilizer Program to Thornapple River Nursery for an Amount Not to Exceed \$25,473.00.



8080 28TH ST., S.E. • ADA, MI 49301 (616) 676-0102 • FAX (616) 676-1599 www.thornapplerivernursery.com

Retail • Wholesale • Landscape • Design • Maintenance

### **BID AMOUNTS 2025-2027**

Properties	Bid Amounts
General (3 treatments)	
Ada Township Hall + Ada House	\$180.00
Amy Van Andel Library	\$450.00
Streetscapes (3 treatments/year for 3 years)	
Ada Drive from E. Fulton to Rix Street	\$99.00
Bronson Street from E. Fulton Street to the Covered Bridge	\$210.00
Headley Street from Bronson Street to Thornapple River	\$99.00
Headley Street from Fulton to Thornapple River Drive	\$99.00
Headley Street from Headley Street to Headley Street	\$99.00
Thornapple River Dr. from Headley St. to the Thornapple River Bridge	\$99.00
Museum (3 treatments)	
Averill Historical Museum	\$240.00
Parks (3 treatments)	
Ada Township Park	\$4,335.00
Leonard Field	\$705.00 Remove for 2025
Roselle Park	\$180.00
Legacy Park	\$675.00
Fire Station #1 (3 treatments)	\$216.00
6990 E Fulton st.	
Fire Station #2 (3 treatments)	\$90.00
7211 Knapp st. NE	
Cemeteries (3 treatments)	
Ada Cemetery	\$350.00
Findley Cemetery	\$305.00

Properties	s Bid Amounts
Utility Facilities (3 treatments)	
Ada Sewer Station	\$55.00
Ada Elevated Water Tank	\$45.00
Ada Sewer Lift Station - Corner of Cascade a	nd Spaulding Ave \$35.00
Ada Sewer Lift Station – 290 Spaulding Ave	\$35.00
Hall Street Life Station	\$35.00
Ada Moorings Lift Station	\$35.00
Grand Valley Estates Water Pump Station	\$35.00 Remove for Contract
Grand Valley Estates Elevated Water Tank	\$55.00

TOTAL PROPOSAL (2025-2027):	2025 = \$ 8,021 2026 = \$ 8,726
\$8,761.00	2027 = \$ 8,726

PRINTED NAME: \_\_\_\_\_

SIGNATURE:

**DATE OF ACCEPTANCE:** / /2025

# Blue Grass Lawns LLC Bid BID STATEMENT

# FOR FERTILIZATION TREATMENT AT ADA TOWNSHIP PROPERTIES

# List size (to 1/10 of acre) for each property and projected amount for each year:

PROPERTIES	ACRES	5 В	<b>BID AMOUNTS</b>			
		2025	2026	2027		
General (3 treatments/year for 3 years)						
Ada Township Hall -7330 Thornapple River Dr.	.2	<u>\$1291.50</u>	<u>\$1291.50</u>	\$1291.50		
Amy VanAndel Library – 7215 Headley St.	.2	\$982.80	\$982.80	\$982.80		
Streetscapes (3 treatments/year for 3 years)						
1) Ada Drive from E. Fulton to Rix Street	.1		ogether witl			
2) Bronson Street from E. Fulton Street to the Covered Bri	dge .5	Township	Hall and all	Streetscapes		
3) Headley Street from Bronson Street to Thornapple Rive						
4) Headley Street from Fulton to Thornapple River.	.2					
5) Headley Street from Headley Street to Headley Street	.1					
6) Thornapple River Dr. from Headley St. to the	.2					
Thornapple River bridge.						
Museum (3 treatments/year for 3 years)						
Averill Historical Museum - 7144 Headley St	.6	\$434.70	\$434.70	\$434.70		
<b>Parks</b> (3 treatments/year for 3 years)		<u>.</u>				
Ada Township Park - 1180 Buttrick Ave SE	15.5	\$8555.40	\$8555.40	\$8555.40		
Leonard Field - 7500 Thornapple River Dr.	2	\$1209.60	\$1209.60	\$1209.60		
Roselle Park - 1010 Grand River Dr.	.3	\$1549.80	\$1549.80			
Legacy Park – 7450 River St.	2	\$957.60	\$957.60	\$957.60		
<b>Fire Station #1</b> (3 treatments/year for 3 years)	-			<u>+</u>		
Ada Fire Station #1 - 6990 E Fulton St	.6	\$447.30	\$447.30	\$447.30		
<b>Fire Station #2</b> (1 treatment per year for 3 years)	.0	<u>•</u>	<u> </u>	<u> </u>		
Ada Fire Station #2 - 7211 Knapp St NE	.4	\$108.00	\$108.00	\$108.00		
<b>Cemeteries</b> (1 treatment per year for 3 years)		<u> </u>	<u> </u>	<u> </u>		
Ada Cemetery - 6645 Fulton St	4	\$658.80	\$658.80	\$658.80		
Findley Cemetery - 7200 2 Mile Rd NE	3	\$457.20	\$457.20	\$457.20		
<b>Utility Facilities</b> (1 treatment per year for 3 years)	5	<u> </u>	<u> </u>	·		
Ada Sewer Station $-7380$ E. Fulton St.	.2	\$81.00	\$81.00	\$81.00		
Ada Elevated Water Tank – 5554 Ada Dr.	.3	\$82.80	\$82.80	\$82.80		
Ada Water Pump Station – 4816 Ada Dr.	.5 NA	\$36.80	\$36.80	\$36.80		
Ada Sewer Lift Station – Corner of Cascade Rd. & Spaulding		\$41.60	\$41.60	\$41.60		
Ada Sewer Lift Station – 290 Spaulding Ave.	.1	\$36.80	\$36.80	\$36.80		
Hall Street Lift Station – 5465 Hall St.	.1	\$36.80	\$36.80	\$36.80		
Ada Moorings Lift Station – Corner of Thornapple Club D		\$36.80	\$36.80	\$36.80		
Grand Valley Estates Water Pump Station - 5458 Grand Va		\$82.80	\$82.80	\$82.80		
Grand Valley Estates Elevated Water Tank – 5842 Knapp		\$64.80	\$64.80	\$64.80		
	511001.12					
Sub-Totals:		<u>\$17,152.90</u>	<u>, 152.9</u>	0 <u>\$17,152.90</u>		
TOTAL PROPOSAL: \$51,458.70						
William K Kladder William K		1/28/20				
CONTRACTOR SIGNATURE PRINTEI BlueGrass Lawns LLC	O NAME	DATE				
COMPANY NAME						
6848 Whites Bridge Rd. Belding, MI 48809						
ADDRESS						
(616)794-2000		wkladder@blu	iegrassslaw	ns.com		
TELEPHONE NUMBERS FAX		EMAIL ADDR				

# **True Green Bid**

#### **BID STATEMENT**

# FOR FERTILIZATION TREATMENT AT ADA TOWNSHIP PROPERTIES

# List size (to 1/10 of acre) for each property and projected amount for each year:

202520262027General (3 treatments/year for 3 years)2223333333333333333 <th colspa<="" th=""><th>PROPERTIES</th><th>ACRES</th><th colspan="3"><b>BID AMOUNTS</b></th></th>	<th>PROPERTIES</th> <th>ACRES</th> <th colspan="3"><b>BID AMOUNTS</b></th>	PROPERTIES	ACRES	<b>BID AMOUNTS</b>		
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**Turf Tech Bid** 

# BID STATEMENT

# FOR FERTILIZATION TREATMENT AT ADA TOWNSHIP PROPERTIES

# List size (to 1/10 of acre) for each property and projected amount for each year:

PROPERTIES	ACRES	B	BID AMOUNTS		
ч		2025	2026	2027	
General (3 treatments/year for 3 years)					
Ada Township Hall -7330 Thornapple River Dr.	.2	121.75	245.03	269.53	
Amy VanAndel Library – 7215 Headley St.	.2			283090	
Streetscapes (3 treatments/year for 3 years)					
1) Ada Drive from E. Fulton to Rix Street	.1	279.18		337-81	
2) Bronson Street from E. Fulton Street to the Covered Bridge	.5	3411.55	375.71	413028	
3) Headley Street from Bronson Street to Thornapple River	.2	222.75	245.03	269.53	
4) Headley Street from Fulton to Thornapple River.	.2	350.416	385.51	424.06	
5) Headley Street from Headley Street to Headley Street	.1	184.14	202-55	222.81	
6) Thornapple River Dr. from Headley St. to the	.2	234.63	258.09	283.90	
Thomapple River bridge.					
Museum (3 treatments/year for 3 years)					
Averill Historical Museum - 7144 Headley St	.6	4112.83	454611	499.52	
<b>Parks</b> (3 treatments/year for 3 years)					
Ada Township Park - 1180 Buttrick Ave SE	15.5	4760,55	52.36.61	5760.27	
Leonard Field 7500 Thornapple River Dr.	2	· <u> </u>			
Roselle Park - 1010 Grand River Dr.	3	1098.90	1208.79	1329-67	
Legacy Park – 7450 River St.	2		1025.84		
Fire Station #1 (3 treatments/year for 3 years)					
Ada Fire Station #1 - 6990 E Fulton St	.6	484.11	532.52	585.77	
<b>Fire Station #2</b> (1 treatment per year for 3 years)					
Ada Fire Station #2 - 7211 Knapp St NE	.4	126.90	139-59	153-55	
<b>Cemeteries</b> (1 treatment per year for 3 years)			101051	<u> </u>	
Ada Cemetery - 6645 Fulton St	4	1136 50	480.15	579.17	
Findley Cemetery - 7200 2 Mile Rd NE	3		360.36		
Utility Facilities (1 treatment per year for 3 years)	5				
Ada Sewer Station – 7380 E. Fulton St.	.2	8280	8012	100-19	
Ada Elevated Water Tank – 5554 Ada Dr.	.2	113,40	124.24	137.21	
Ada Water Pump Station – 4816 Ada Dr.	NA		47.52	_ 52.27_	
Ada Sewer Lift Station – Corner of Cascade Rd. & Spaulding Ave.	.1	43.20			
Ada Sewer Lift Station – 200 Spaulding Ave.	.1	58,50	64.35	70,79	
· · ·	.1	<u>43.20</u> 43.20	47.52	<u></u> 52.27	
Hall Street Lift Station – 5465 Hall St.	.1	43.20	47,52	52.27	
Ada Moorings Lift Station – Corner of Thornapple Club Dr. Grand Valley Estates Water Pump Station - 5458 Grand Valley C	.1				
		43.60	102.96	113.26	
Grand Valley Estates Elevated Water Tank – 5842 Knapp Street		43.20	47.52	52,27	
ab-Totals:		11214.36	12335,80	13569.38	
TOTAL PROPOSAL: 37119.53					
	~	Mag	00		
	าเว็ท	<u>1720</u>	125		
CONTRACTOR SIGNATURE PRINTED NAL	ME	DATE			
Turf Tech Fertilization	·				
COMPANY NAME					
9625 Fulton St E Ada MI 49301					
ADDRESS	~	Caro Di	-C: \ - \	J	
616-425-7500	<u> </u>	office @ HI	<u>ILF FECNN</u>	M,COM	
TELEPHONE NUMBERS FAX	E	MAIL ADDR	ESS		

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# MEMORANDUM

Date: 02/7/25

TOAda Township Board of Trustees, Julius Suchy Township ManagerFROM:Dennis Brinks – Director of Buildings, Facilities & GroundsRE:Certified Playground Mulch Installation Recommendation

#### Background:

Ada Township has historically added playground mulch on an annual basis. This specialized mulch specifically sized and filtered to ensure safety for children, providing both impact cushioning and a suitable play surface.

Over time, the safety mulch naturally degrades and is dispersed, necessitating replenishment to maintain optimal conditions in accordance with the manufacturer's recommendations. In preparation for the upcoming spring season, our playgrounds will require a new mulch refresh. However, I am proposing a three-year contract in lieu of an annual agreement to streamline the process and enhance cost efficiency.

Certified playground mulch can be applied using various methods, including direct delivery to the site for the staff to spread or full-service installation by a contractor either manually or via mechanical blowing method. In previous years, we have utilized the blown-in application due to its efficiency, reduced labor demands, and minimal cleanup requirements. This method has consistently yielded the best results.

Contractor	2025	2026	2027	Price per cubic	Total for 3-
	average	average	average	yard installed	year contract
	120 CY	120 CY	120 CY		
3 Oaks Ground Cover	\$2,880	\$2,940	\$3,000	\$24 / \$24.5 / \$25	\$8,820
Superior Ground Cover	\$3,240	\$3,360	\$3,480	\$27 / \$28 / \$29	\$10,080
VanVossen	\$4,200	\$4,320	\$4,440	\$35 / \$36 / \$37	\$12,960

#### **Contractor Bid Summary:**

A Request for Quote (RFQ) was issued with a submission deadline of Thursday, February 6th, 2025. Several companies responded with bids ranging from \$8,820.00 to \$12,960.00. A summary of the received bids is provided in the table above. It is unclear how much exactly is needed for each park but past invoices have shown 125 cubic yards for all 3 parks.

Attached are the detailed estimates from the contractors.

#### **Recommendation:**

It is our recommendation to award the three-year contract for blown-in certified playground mulch to 3 Oaks Ground Cover for a cost of \$8,820.00. Even though VanVossen has established a long history of successfully maintaining Ada Township properties, by choosing 3 Oaks Ground Cover the Township would save \$4,100 over the three years.

**Requested Action**: Motion to Award Three Year Mulch Program to 3 Oak Ground Cover for an amount not to exceed \$8,820.00.





## SPECIFICATIONS FOR PLAYGROUND MULCH BIDS

For Ada Township Parks

# **SCOPE**

Ada Township is requesting quotes for mulch in our 3 playgrounds.

Prices are requested for three years. Acceptance of the second and third years is optional for the Township. This will be for the 2025, 2026 and 2027 calendar years.

The work covered by these specifications consists of furnishing all necessary labor, equipment, supplies and materials and performing all operations in connection with complete and professional service.

#### **LOCATIONS**

Ada Township Playgrounds located at:

- ADA PARK 1180 BUTTRICK AVE
- LEGACY PARK 7450 RIVER STREET
- ROSELLE PARK 1010 GRAND RIVER AVE

#### SERVICES REQUESTED

Blown in certified playground mulch at each of the 3 locations.

Must be scheduled prior to application of blown in mulch as the parks may have rentals previously scheduled.

# The Contractor must be well acquainted with the sites and be knowledgeable about areas to be serviced. For questions contact: Dennis Brinks – BFG Director at 616-920-7854.

#### **BID PRICING STRUCTURE**

- Payment will be withheld for any site without proper depth of mulch.
- All Contractor work shall be accomplished to the satisfaction of the Ada Township representative prior to payment for services.
- Prices must remain firm for the three-year period.

#### **INSURANCE**

Upon notification of bid acceptance, it shall be the responsibility of the Contractor to furnish Ada Township with Certificates of Insurance identifying Ada Township as an additional insured on your policies for the duration of the contract. General Liability limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations, \$1,000,000 personal and advertising injury, \$300,000 fire damage, \$10,000 medical expenses, \$1,000,000 auto liability, worker compensation limits of \$100,000/\$50,000/\$10,000 umbrella limit of \$1,000,000.

#### **REFERENCES**

Each bidder shall include at least three references that may be contacted regarding performance of this type of work. The references shall include names, titles, addresses, telephone numbers, and emails of the individuals who may be contacted.

List 3 other properties of similar scope and size that you were under contract for the 2024 season. Please include property name, contact with phone number, size of the property in acres, and also how many years you have been treating at this site: 1. Scott Gerow - Various Condo's in the Metro GR Area 15-20 yrs 616-219-4135 2. Deuting Landscape - 200-250 yds - Various Recidental properties - 10-15yrs 616-292-7886 (3. Master Piece = 200 yds - There personal properties 5 yrs 616-318-6970 (Brian)

Please list equipment to be used on these properties:

Bowy trucks

#### BID PREPARATION AND RESPONSE

To be considered, quotes must be received by email no later than 11:00 a.m. Thursday, February 6<sup>th</sup>, 2025. Email to: dbrinks@adatownshipmi.com

#### **NON-DISCRIMINATION**

Ada Township's contractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

#### FREEDOM OF INFORMATION ACT

Information submitted in this bid is subject to the Michigan Freedom of Information Act and may not be held in confidence after the bid is opened. The bid will be available for review after staff has evaluated it, or fifteen (15) business days after the opening, whichever comes first.

#### WITHDRAWL

A bid may be withdrawn in person or by written request prior to the time specified for opening the bids.



# **BID SHEET**

# FOR MULCH SERVICES AT

# ADA TOWNSHIP PROPERTIES

#### **BID AMOUNTS**

- -

2026 2027

2025

PLAYGROUND MULCH:	2025 2026 2027
• ADA PARK – 1180 BUTTRICK AVE	\$ 24 privels \$ 24.50 \$ 25.00
• LEGACY PARK - 7450 RIVER STREET	\$ 24 peryd \$ 24.50 \$ 25.00
• ROSELLE PARK - 1010 GRAND RIVER AVE	\$74 \$ 74.50 \$ 25.00

TOTAL



# SPECIFICATIONS FOR PLAYGROUND MULCH BIDS

For Ada Township Parks

# **SCOPE**

Ada Township is requesting quotes for mulch in our 3 playgrounds.

Prices are requested for three years. Acceptance of the second and third years is optional for the Township. This will be for the 2025, 2026 and 2027 calendar years.

The work covered by these specifications consists of furnishing all necessary labor, equipment, supplies and materials and performing all operations in connection with complete and professional service.

#### **LOCATIONS**

Ada Township Playgrounds located at:

- ADA PARK 1180 BUTTRICK AVE
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- ROSELLE PARK 1010 GRAND RIVER AVE

#### SERVICES REQUESTED

Blown in certified playground mulch at each of the 3 locations.

Must be scheduled prior to application of blown in mulch as the parks may have rentals previously scheduled.

# The Contractor must be well acquainted with the sites and be knowledgeable about areas to be serviced. For questions contact: Dennis Brinks – BFG Director at 616-920-7854.

#### **BID PRICING STRUCTURE**

- Payment will be withheld for any site without proper depth of mulch.
- All Contractor work shall be accomplished to the satisfaction of the Ada Township representative prior to payment for services.
- Prices must remain firm for the three-year period.

#### **INSURANCE**

Upon notification of bid acceptance, it shall be the responsibility of the Contractor to furnish Ada Township with Certificates of Insurance identifying Ada Township as an additional insured on your policies for the duration of the contract. General Liability limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations, \$1,000,000 personal and advertising injury, \$300,000 fire damage, \$10,000 medical expenses, \$1,000,000 auto liability, worker compensation limits of \$100,000/\$50,000/\$10,000 umbrella limit of \$1,000,000.

#### **REFERENCES**

Each bidder shall include at least three references that may be contacted regarding performance of this type of work. The references shall include names, titles, addresses, telephone numbers, and emails of the individuals who may be contacted.

List 3 other properties of similar scope and size that you were under contract for the 2024 season. Please include property name, contact with phone number, size of the property in acres, and also how many vears you have been treating at this site:

1. City of Mt. Pleasant - Craig Brune, 989-330-9108, Chrune O-mt-pleasant. org 2. City of Roosavelt Park - Ben Unhaven, 616-550-1006, BVan Hoeven@roosavelt park. org 3. City of brand engids - Steve Krogman, 616-460-2846, skrogman@grand-rapids.mi, us

Please list equipment to be used on these properties:

```
Blower Truck
```

#### **BID PREPARATION AND RESPONSE**

To be considered, quotes must be received by email no later than 11:00 a.m. Thursday, February 6<sup>th</sup>, 2025. Email to: dbrinks@adatownshipmi.com

#### **NON-DISCRIMINATION**

Ada Township's contractors shall not discriminate against an employee or applicant for employment with respect to hire, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

#### FREEDOM OF INFORMATION ACT

Information submitted in this bid is subject to the Michigan Freedom of Information Act and may not be held in confidence after the bid is opened. The bid will be available for review after staff has evaluated it, or fifteen (15) business days after the opening, whichever comes first.

#### **WITHDRAWL**

A bid may be withdrawn in person or by written request prior to the time specified for opening the bids.



# **BID SHEET**

#### FOR MULCH SERVICES AT

#### ADA TOWNSHIP PROPERTIES

#### **BID AMOUNTS**

2026 **202**7 2025

#### **PLAYGROUND MULCH:**

- ADA PARK 1180 BUTTRICK AVE •
- LEGACY PARK 7450 RIVER STREET •
- ROSELLE PARK 1010 GRAND RIVER AVE •

TOTAL

4025	2026	2027
\$27.00/cy	\$ 28/44	\$ 29/64
\$ 27.00/04	\$ 28/cy	\$ 29/cy
\$ 27.00/cy		

# VanVossen Bid

#### **Dennis Brinks**

From:	Alek VanVossen <alek.vanvossen@gmail.com></alek.vanvossen@gmail.com>
Sent:	Thursday, February 6, 2025 8:54 AM
То:	Dennis Brinks
Subject:	Ada Playground Mulch bid
Attachments:	Ada Playground Mulch 2024 Invoice.pdf

I am writing to submit a proposal for the mulch installation project at Ada Park, Legacy Park, and Roselle Park for the **2025 season**. We are excited about the opportunity to provide high-quality, certified playground mulch, along with professional installation using a mulch blower at each of the designated locations.

## **Project Overview:**

We propose to supply and install a total of **50 yards of certified playground mulch** at each park. The mulch will be installed using a **mulch blower** for a clean, efficient, and precise application. Additionally, we offer the option for additional mulch to be blown in as needed after the initial installation.

## Cost Breakdown by Park for 2025 Season:

- Ada Park (2025):
  - o 50 yards of certified playground mulch installed
  - Price: \$35 per yard
  - o Total for Ada Park (2025): \$1,750
- Legacy Park (2025):
  - o 50 yards of certified playground mulch installed
  - Price: \$35 per yard
  - Total for Legacy Park (2025): \$1,750
- Roselle Park (2025):
  - o 50 yards of certified playground mulch installed
  - o Price: \$35 per yard
  - Total for Roselle Park (2025): \$1,750

#### **Pricing for Future Seasons:**

We have outlined the pricing for the 2026 and 2027 seasons, with a \$1 per yard increase each year.

- Ada Park (2026):
  - o 50 yards of certified playground mulch installed
  - Price: \$36 per yard
  - Total for Ada Park (2026): \$1,800
- Legacy Park (2026):
  - o 50 yards of certified playground mulch installed
  - Price: \$36 per yard
  - Total for Legacy Park (2026): \$1,800
- Roselle Park (2026):

- o 50 yards of certified playground mulch installed
- Price: \$36 per yard
- o Total for Roselle Park (2026): \$1,800
- Ada Park (2027):
  - o 50 yards of certified playground mulch installed

- o Price: \$37 per yard
- Total for Ada Park (2027): \$1,850
- Legacy Park (2027):
  - o 50 yards of certified playground mulch installed
  - Price: \$37 per yard
  - Total for Legacy Park (2027): \$1,850
- Roselle Park (2027):
  - o 50 yards of certified playground mulch installed
  - Price: \$37 per yard
  - Total for Roselle Park (2027): \$1,850

Additional Mulch:

• Should you require additional mulch to be blown in after the initial installation, we are happy to provide this service at the rate of **\$35 per yard installed**.

#### Total Proposal Amount for 2025:

- Ada Park: \$1,750
- Legacy Park: \$1,750
- Roselle Park: \$1,750
- Total for all three parks (2025): \$5,250

#### **References:**

- Ada Township
- Cascade Township
- East Grand Rapids
- Red Water Golf Course

For your reference, I am attaching last year's invoice for mulch installation at the parks.

Thanks,

Alek



# MEMORANDUM

Date: 2/19/25

TOAda Township Board of Trustees, Julius Suchy – Township ManagerFROM:Wesley Deason, Director – Parks & RecreationRE:Progressive Companies Proposal for Design Services

Background:

Progressive Companies has submitted the attached proposal for design services as part of the Connecting Community Campaign, which includes transforming Leonard Field into Covered Bridge Park and enhancing the downtown trail and connectivity infrastructure. This proposal marks the next phase of design work, building on the initial 30% completion milestone approved at the October 28, 2024, Township Board meeting and advancing toward full completion of the Covered Bridge Park portion.

Over the past three months, Township Manager Suchy, PRLP Advisory Board Chair Josh Hulst, Connecting Community Campaign Fundraising Co-Chair Loren Crandell, and I have collaborated closely with representatives from Progressive Companies. Our discussions have centered on refining project details to uphold the original design continuity established by the committee while ensuring alignment with the approved budget.

Please note that this proposal is scheduled for review by the PRLP Advisory Board at our February 20 meeting. Staff intends to seek a recommendation for approval from the PRLP to the Township Board for Progressive Companies' services. To prevent further delays to the project's original timeline, which had targeted a construction start day in May 2025, we have prepared these materials in advance to allow for Township Board consideration at the February 24 meeting.

#### **Project Scope Overview:**

Through ongoing collaboration with the Township and Steering Committee, the project has developed a finalized conceptual layout and design direction, ensuring consistency in materials, color, scale, durability, and maintenance. Phase 1 will incorporate key elements from the Master Plan, including a parking lot, playground, splash pad, memorial plaza, dog park, pickleball courts, expanded restroom building, canopies, pathways, and landscaping across both sides of the Thornapple River, connected by the covered bridge. The construction documents will be produced with input from civil engineering, landscape architecture, electrical engineering, architecture, and mechanical engineering. Progressive Companies will also support the Township in the bidding process and oversee construction observation.

#### Permitting & Environmental Considerations:

A pre-application meeting with EGLE on December 16<sup>th</sup>, 2024 (Michigan Department of Environment, Great Lakes, and Energy) confirmed the need to minimize fill within the floodplain. Progressive Companies will oversee this aspect of the design while ensuring compliance with

permitting requirements for riverbank stabilization, as well as the construction and enhancements of the restroom building within the floodplain. Barr Engineering Co. will support the process by preparing the necessary permit applications and aiding in the development of riverbank improvement plans.

#### **Construction Document Development:**

Progressive Companies will refine project details and cost estimates through 60% and 90% progress reviews before preparing finalized construction documents for bidding. Any necessary adjustments will be made to ensure alignment with the project budget.

#### **Bidding and Pre-Construction Process:**

To facilitate the bidding phase, Progressive Companies will handle bid distribution, coordinate the pre-bid meeting, and provide clarifications for bidders. They will also prepare bid tabulations and recommend a contractor for selection.

#### **Construction Administration:**

Throughout the construction phase, Progressive Companies will oversee contract facilitation, preconstruction coordination, and project management. Regular bi-weekly status meetings will be conducted, along with change order management, payment reviews, and on-site observation (estimated at 20 hours per week). The firm will also coordinate material testing and ensure proper project closeout with as-built documentation.

#### **Project Timeline:**

- February 25, 2025 Construction documents development begins
- Early March 2025 EGLE application for shoreline and floodplain work
- April 16, 2025 Owner review of final construction documents
- April 30, 2025 Completion of final construction documents
- May 6, 2025 Bid letting
- May 29, 2025 Bids due
- June 9, 2025 Township meeting and contract award
- August 2025 Construction begins
- December 2025 Completion of north side improvements
- June 13, 2026 Completion of south side improvements

#### **Estimated Costs:**

- Construction documents: \$160,000
- Permitting: \$15,000 (on an hourly basis)
- Bidding: \$5,000
- Construction administration: \$120,000 (on an hourly basis)
- Construction staking: \$20,000 (on an hourly basis)
- Material testing: Estimated \$15,000

#### Recommendation:

Pending PRLP review and consideration, staff recommends Township Board approval for the design services outlined in the attached proposal for the completion of Covered Bridge Park.

Requested Motion: Motion to approve Progressive Companies' proposal for design services related to the completion of Covered Bridge Park.



February 17, 2025

Mr. Julius Suchy, Township Manager Ada Township 7330 Thornapple River Drive P.O. Box 370 Ada, MI 49301

Re: Proposal for Professional Design and Construction Services for Ada Covered Bridge Park

Dear Julius,

Progressive Companies is pleased to present this proposal for the completion of construction documents for the Ada Covered Bridge Park project. In early January 2025, a 30% (thirty percent) set of construction documents, including a preliminary opinion of probable cost was submitted for client review. The review by the Steering Committee and subsequent comments will establish the project scope that aligns with the overall budget and schedule. This cost verification will assist in finalizing material selections and the overall design parameters. The services outlined in this proposal include engineering, landscape architecture, architecture, and construction administration. We are truly grateful for the opportunity to submit this proposal and continue our work with Ada Township (Township) to create the documents that will bring this project to reality. The following is our understanding of the project, our scope of services, proposed schedule, and compensation for your consideration.

#### UNDERSTANDING OF PROJECT

Our continued engagement with the Township and Steering Committee has created the basis of design for the construction documents. The on-going refinement and input have provided a final conceptual layout and established a design direction for materials, color, scale, durability, maintenance, and design consistency.

The **Phase 1** scope of the project will include the design features outlined in the Master Plan, such as the parking lot, playground, splash pad, memorial plaza, dog park, pickleball courts, expanded restroom building, canopies, walks, and landscaping. This work encompasses the two (2) properties on the east and west sides of the Thornapple River, connected by the covered bridge.

The disciplines involved in producing the documents will be civil engineering, landscape architecture, electrical engineering, architecture, and mechanical engineering. Progressive Companies will assist the Township in the bidding process and provide construction observation during the construction phase of the project.

#### SCOPE OF BASIC SERVICES (PHASE 1)

Based on the above understanding of the project, Progressive Companies will provide the following services:

#### Permitting with EGLE

A pre-application meeting with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Township was held on December 16, 2024 to discuss the implications of the proposed amenities on the existing floodplain elevations. The meeting solidified our understanding that design efforts should limit fill of the site, with the goal to be net-zero on fill in the floodplain. Also, we understand that permitting will be needed for any work on the embankments and permitting for the restroom building will include special provision to allow for construction within the floodplain by both EGLE and local building officials.

We will continue the permitting process and engage Barr Engineering Co. to assist us in development of the permit applications and bank improvements.

#### **Construction Documents (Phase 1)**

Following the presentation, review, and approval of the 30% (thirty percent) construction document set and opinion of probable cost, Progressive Companies will prepare drawings, specifications, and bid documents necessary to construct the proposed improvements at the Ada Covered Bridge Park property. Based on Owner input, we will adjust the amenities within the Master Plan to align with the estimated project budget, as necessary.

Deliverables:

- Progress construction documents for review at the 60% (sixty percent) and 90% (ninety percent) completion stages.
- Meeting minutes/document any revisions.
- Opinion of probable cost will be included at the 60% (sixty percent) and 90% (ninety percent) stages of the project.
- Final construction drawings and specifications ready for distribution and bidding.

#### Permitting

Progressive Companies will pursue the needed permits for the project, including authorization to work in the floodplain from EGLE. This permit will include the needed bank repairs on the west side of Thornapple river.

#### **Project Bidding/Pre-Construction**

Progressive Companies will provide digital files of the construction documents for distribution by the Township. We will assist the Township through the bidding phase by coordinating the bid process and attending the pre-bid meeting. During the bidding phase, Progressive Companies will provide clarifications of the drawings and specifications and issue one (1) addendum, if required, to provide additional information to bidders.

Addendums issued by Owner-initiated changes during bidding will be an additional service and billed per the attached Schedule of Invoice Rates. We will also review the submitted bids, prepare the bid-tabulation, and interview up to three (3) lowest bidders prior to making a recommendation of award.

Deliverables:

- Pre-bid meeting minutes.
- Addenda, if needed.
- Bid tabulation.
- Recommendation of award.

#### **Construction Administration**

Progressive Companies will provide the following services during the construction phase to ensure that the project is managed well, the Township's interests are represented, and the final product is consistent with the intent of the construction documents.

- Facilitate the construction contract.
- Coordination of the pre-construction meeting.
- Project management in coordination with Township representatives and the selected contractor.
- Coordination of Requests for Information (RFIs), Bulletins, and Change Orders, as necessary.
- Review of shop drawings.
- Payment application review and coordination.
- Hold bi-weekly construction status meetings.
- Construction observation and field guidance to ensure that the work is being performed according to the construction documents.
  - We anticipate that this will be on a part-time basis, estimated to be 20 hours per week during construction activities.
- Material testing coordination:
  - We will assist in coordinating a separate contract with a local testing firm. Progressive Companies staff will coordinate the required inspections.
- Project closeout and as-built drawings.

#### **Construction Staking**

Progressive Companies will provide construction staking and layout for the project.

#### SCHEDULE

Upon receiving a signed copy of the proposal, we estimate 10 weeks to complete the construction documents for the project. This will allow for bidding in **May** 2025 and start of construction in **late summer** 2025. We anticipate completion of construction by June 2026, however additional evaluation of the construction market is needed **to solidify this schedule**.

#### **Tentative Schedule:**

February 25, 2025	Construction Documents Start
1st Week of March	EGLE Application Work for Shoreline and Floodplain
April 30, 2025	Final Construction Documents (April 16, 2025 – Owner Review)
May 6, 2025	Bid Letting
May 29, 2025	Bids Due
June 9, 2025	Township Meeting / Contract Award
August 2025	Start of Construction
December 2025	Completion of North Side Improvements
June 13, 2026	Completion of South Side Improvements

#### **PROFESSIONAL COMPENSATION (PHASE 1)**

Based upon the above identified scope of services, Progressive Companies proposes to provide the work as delineated above according to the following breakdown:

1.	Construction Documents	Progressive Companies will produce the balance of the (60%, 90%, and Final) construction documents for a fixed fee of <b>\$160,000</b> (one hundred sixty thousand dollars). This amount is based upon the documents issued for the 30% Owner review.
2.	Permitting	Estimated amount of <b>\$15,000</b> (fifteen thousand dollars) to be billed on an hourly basis. Will include efforts of Barr Engineering Co.
3.	Bidding	Stipulated sum of <b>\$5,000</b> (five thousand dollars).
4.	Construction Administration	Estimated amount of <b>\$120,000</b> (one hundred twenty thousand dollars) on an hourly basis.
5.	Construction Staking	Estimated amount of <b>\$20,000</b> (twenty thousand dollars) on an hourly basis.

We estimate that material testing will be in the range of **\$15,000** (fifteen thousand dollars) for this project. We will work with local companies to procure quotes for this work and provide such to the Township for consideration **and contracting**.

In the event that this development budget is reduced or increased by more than 10% (ten percent) between the time of approval of the concept design phase and the time of award of a construction contract, cost of modification of drawings and specifications to meet the changed project budget shall be considered additional services.

Reimbursable expenses are in addition to the professional compensation, estimated to be as follows:

1.	Construction Documents	\$1,500
2.	Bidding	\$250
3.	Construction Administration	\$2,500
4.	Construction Staking	\$800

Progressive Companies has prepared this proposal for Ada Township and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The attached Standard Agreement Provisions are incorporated into and made part of this proposal. If an AIA or other Standard form of Agreement is entered into by the Parties, the AIA or other Standard Form of Agreement will include the terms and conditions of the Standard Agreement Provisions. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive Companies in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

Julius, we appreciate our continued involvement with projects in Ada as we begin to explore the possibilities that will best serve the residents of the community. We look forward to working with you in making the right decisions for the best possible outcome. Please do not hesitate to call if you have any questions.

Sincerely,

Michael J. Oezer, PE Senior Civil Engineer James F. Horman, AIA, Principal Practice Leader

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

ADA TOWNSHIP

The parties to this Agreement, Progressive Companies, Grand Rapids, Michigan, USA, hereinafter called the ENGINEER and Ada Township, Ada, Michigan, USA, hereinafter called the OWNER, hereby agree to the following conditions:

- 1. <u>Scope of Services</u>: The services provided by the ENGINEER shall be limited to those described in the proposal dated February 17, 2025. The parties agree that the Standard Agreement Provisions incorporated herein shall govern.
- 2. <u>Term</u>: If services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the ENGINEER, extension of the ENGINEER's services beyond that time shall be compensated as additional services.
- 3. <u>Changed Conditions</u>: If, during the term of this Agreement, the ENGINEER becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ENGINEER, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of the Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- 4. <u>Additional Services</u>: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
- 5. Standard of Care: Professional Services provided by the ENGINEER will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed engineers and engineers practicing in the State where the Project resides. In reference to the Standard of Care, the Owner and ENGINEER acknowledge that changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the plans and specifications, and, therefore, that the costs of the project may exceed the construction contract sum. The Owner and ENGINEER agree that a design contingency in the amount of three percent (3 percent) of the cost of the work be established, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or thirdparty action against the ENGINEER or his or her subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes. Costs or expenses that are considered value added/betterment (see Paragraph 29) to the project shall not be applied against the design contingency. The design contingency shall be established as a line item in the overall project budget and be carried through the project's construction phase.
- 6. <u>Schedule for Rendering Services</u>: The ENGINEER shall prepare and submit for OWNER approval a schedule for the performance of the ENGINEER's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
- 7. <u>Payment Terms</u>: Invoices will be submitted by the ENGINEER monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the

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original invoice date. If past due invoices cause the ENGINEER to proceed with legal action or collection services, the OWNER agrees to pay all of the ENGINEER's collection expenses including reasonable attorney fees.

- 8. <u>Opinions of Probable Construction Cost</u>: In providing opinions of probable construction cost, the OWNER understands that the ENGINEER has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the ENGINEER's opinions of probable construction costs are made on the basis of the ENGINEER's professional judgment and experience. The ENGINEER makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ENGINEER's opinion of probable construction cost.
- 9. <u>Ownership of Instruments of Service</u>: The OWNER acknowledges the ENGINEER's design documents, including electronic files, reports, drawings, worksheets, plans, supporting documents and other material as the ENGINEER's instruments of professional service. Provided that the OWNER complies with all obligations of this Agreement and, upon completion of the services and payment in full of all monies due to the ENGINEER, the ENGINEER shall provide the OWNER with an exclusive agreement to use the final construction documents prepared under this Agreement for construction or maintaining the project. The OWNER shall not reuse or make any modifications to the construction documents without the prior written authorization of the ENGINEER. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) against any damages, liabilities or costs, including reasonable lawyers' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ENGINEER.

Under no circumstances shall the transfer of ownership of the ENGINEER's drawings, specifications, electronic files, or other instruments of service be deemed a work made for hire, or sale by the ENGINEER, and the ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the ENGINEER's copyrights or intellectual property rights including Universal Design innovation strategies, checklists, reports and processes in any of the foregoing, full ownership of which shall remain with ENGINEER, absent the ENGINEER's express prior written consent.

Native format software models (NFSM) used in development and/or analysis of the OWNER's power system(s) are considered the intellectual property of the ENGINEER. The ENGINEER reserves the right of sole ownership of said NFSM. Sole ownership by the ENGINEER shall survive termination or expiration of the agreement with the OWNER and shall not be restricted by any constraint.

10. <u>Digital Data/Electronic Media</u>: The ENGINEER reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ENGINEER in CAD form. Release of digital data will be by execution of the ENGINEER's digital data licensing Agreement (AIA Document C106-2013 or latest edition). Copies shall be for information and used by the OWNER for the specific purpose for which the ENGINEER was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ENGINEER's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ENGINEER harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation. Under no circumstance shall the transfer of drawings

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or data or other instruments of service on digital data for use by the Recipient be construed to be as a sale. ENGINEER makes no warranties, either express or implied or of merchantability or of fitness for a particular purpose. To the extent that the digital data includes building information models (Models), the parties agree to the following terms. (1) The Models are intended for the purpose of communicating design intent only and are not construction documents. (2) The Models may not detect all conflicts or inconsistencies. (3) The Models are not intended for quantity take-offs, cost estimates, fabrication, or dimensional purposes. (4) Information contained in the Models will not be construed to dictate construction means or methods. This will remain the Contractor or Fabricator's responsibility.

11. <u>Dispute Resolution</u>: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any Agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

12. <u>Termination</u>: If the OWNER fails to make payments in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ENGINEER's option, cause for suspension of services. The ENGINEER shall provide seven days' written notice. If the OWNER or ENGINEER suspends the Project, the ENGINEER shall be compensated for services performed prior to notice of suspension. The ENGINEER's fees for the remaining services and the time schedule shall be equitably adjusted. Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause. If the Agreement is terminated, the ENGINEER shall be compensated by the OWNER for services performed prior to termination and reimbursable

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expenses including costs attributable to termination, including the costs attributable to the ENGINEER's termination of consultant Agreements.

- 13. <u>Professional Liability Insurance and Limitation of Liability</u>: The ENGINEER maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ENGINEER's negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER to all those named shall not exceed the amount of the ENGINEER's compensation for the Project.
- 14. <u>Indemnification</u>: Subject to the limitation in Paragraph 13 above the ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.

The OWNER agrees to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither OWNER or ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

The OWNER and ENGINEER waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including disruptions to business operations or loss of profits.

- 15. <u>Mutual Waiver of Consequential Damages</u>: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- 16. <u>Delays</u>: The OWNER agrees that the ENGINEER is not responsible for any damages arising directly or indirectly from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics, or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services in an orderly and efficient manner, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.

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- 17. <u>Disputed Invoices</u>: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ENGINEER's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- 18. <u>ADA Requirements</u>: The ENGINEER shall make a reasonable professional effort to interpret applicable ADA requirements as they apply to this project but cannot warrant or guarantee compliance due to the fact it is civil rights legislation and open to many different interpretations.
- 19. <u>Code Compliance</u>: The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
- 20. <u>Buried Utilities</u>: The OWNER will be responsible for furnishing the ENGINEER information identifying the type of all underground utilities and verifying their specific locations. The ENGINEER (or their subconsultant) will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by the OWNER. The OWNER will approve of all locations of subsurface penetrations prior to them being made. The OWNER agrees to waive all claims and causes of action against the ENGINEER for damages to underground improvements. The OWNER further agrees to indemnify and hold the ENGINEER harmless from any damage, liability, or cost, including reasonable attorney's fees and defense costs for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations.
- 21. <u>Condominium Conversion</u>: If the ENGINEER's services and Construction Documents are intended for the design and construction of residential or commercial rental units, they shall be under the ownership and control of a single, integrated OWNER. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the ENGINEER shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the OWNER of the Construction Documents shall be void. The OWNER shall be expressly prohibited from making any further use of the Construction Documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the OWNER agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement.
- 22. <u>Energy Tax Deduction</u>: The ENGINEER may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce overall energy use of a building. If Progressive AE determines that this Project meets the relevant 179D qualification criteria, the OWNER agrees to allocate the tax deduction to Progressive AE by signing an Allocation Acknowledgement form which is required by the IRS to receive the deduction.

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- Evaluation of Work: The ENGINEER shall have authority to reject work that does not conform to the contract documents; however, the ENGINEER does not have authority to stop work at any time.
- 24. <u>Hazardous Materials</u>: The ENGINEER shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 25. <u>Hiring of Personnel</u>: OWNER may not directly hire any employee of the ENGINEER. OWNER agrees that it shall not, directly, or indirectly solicit any employee of the ENGINEER from accepting employment with OWNER, affiliate companies, or competitors of ENGINEER.
- 26. <u>Means and Methods</u>: The ENGINEER shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the ENGINEER be responsible for the constructor's failure to perform work in accordance with the contract documents.
- 27. The ENGINEER shall be permitted to install exterior signs on the project premises for promotional purposes.
- 28. <u>Timeliness of Performance</u>: The OWNER and ENGINEER are aware that many factors outside the Agreement control may affect the ENGINEER's ability to complete the services to be provide under Agreement. The ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices.
- 29. <u>Value-Added/Betterment</u>: If, due to the ENGINEER's error or omission, any required item or component of the project is omitted from the ENGINEER's Construction documents, the ENGINEER shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. In no event will the ENGINEER be responsible for any cost or expenses that provides value, upgrade, or enrichment of the project.



#### **Hourly Staff Charges**

Class 10 Personnel	Director, Principal	\$275/hour
Class 9 Personnel	Practice Leader, Principal / Team Leader, Project Principal, Senior Healthcare Planner, Senior Project Leader	\$215/hour
Class 8 Personnel	Director of Strategy and Transformation, Senior Construction Project Manager, Senior Engineer, Senior Planner, Senior Project Manager	\$195/hour
Class 7 Personnel	Construction Administrator, Project Manager II, Senior Architect, Senior Construction Superintendent, Senior Environmental Scientist, Senior Project Designer, Senior Surveyor	\$180/hour
Class 6 Personnel	Architect II, Engineer II, Estimator, Planner III, Project Designer, Senior Engineering Designer, Senior Interior Designer, Senior Landscape Architect	\$155/hour
Class 5 Personnel	Architect, Construction Project Manger, Engineer, Project Manager, Senior Architectural Staff, Senior Engineering Technician	\$130/hour
Class 4 Personnel	Architectural Staff, Architectural Technician, Engineering Designer, Environmental Scientist II, Interior Designer II, Landscape Architect II, Planner II, Survey Technician	\$115/hour
Class 3 Personnel	Construction Observer, Construction Superintendent, Environmental Scientist, Interior Designer, Landscape Designer	\$100/hour
Class 2 Personnel	Engineering Technician, Field Scientist, Interior Design Staff, Planner, Project Assistant	\$85/hour
Class 1 Personnel	Intern	\$60/hour

#### **Reimbursable Expenses**

- 1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
- 2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
- 3. Outside services, consultants, travel and lodging at cost plus 10%.
- 4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
- 5. CAD black/white plotting at 25¢ per square foot; CAD color plotting at 35¢ per square foot; CAD low density color images at 40¢ each; and CAD high density color images at 60¢ each. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 70¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.

6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

- 1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
- 2. Special media requests may be at a higher rate.
- 3. Hourly staff charges and expenses are subject to change annually.

STD RATE

January 10, 2025



MEMORANDUM

Date: 2/18/25

TOAda Township Board of Trustees, Julius Suchy – Township ManagerFROM:Wesley Deason, Director – Parks & RecreationRE:Ada Park Restroom Door Purchase Request

### Background:

I am writing to request approval for the purchase of two ventilated doors (photo provided below) for both the men's & women's restroom at Ada Park in the amount of \$6,412.00. This request stems from ongoing concerns raised by both park visitors and our Buildings, Facilities & Grounds staff who perform the regular maintenance and cleaning of these spaces. The lack of adequate ventilation has contributed to excessive condensation on the floors as well as creating persistent unpleasant odors during our operating season.

In preparing for the busy park season with restrooms accessible to the public on April 1<sup>st</sup>, we believe the installation of these doors will improve airflow, reduce moisture buildup, and help mitigate odor retention, ultimately enhancing the cleanliness and comfort of our facilities.





### (Current Door)

Action Requested: for the Ada Township Board of Trustees to approve the purchase of two new restroom doors from Fisher Door & Hardware, Inc. in the amount not to exceed \$6,412.00.



## **Proposal**

DOOR & HARDWARE, INC. 1125 41<sup>st</sup> Street SE Kentwood, Michigan, 49508

Date	
2/18/25	

Customer Information:			Contact Information
Ada Township	N	ame:	Wesley Deason
	Pł	hone:	
	Ce	ell:	
	Er	mail:	wdeason@adatownshipmi.com

QTY	DESCRIPTION	
	Ada Park Restroom Doorways	
2	3070 Galvanneal frames with 4" head - grey primed - 1 LHR/1 RHR	
2	3070 Galvanneal doors with PR1 Prep - grey primed	
2	NGP L-VRSG-3 24"x24" louvres with security grills- dark bronze painted	
2	Accentra 2100 Panic bars - grey painted finish	
2	Rockwood 10" Offset pull handles - brushed stainless steel finish	
2	HES 9600 Electric strikes	
2	Rim cylinders keyed to Ada Township keys	
2	Sets McKinney NRP hinges	
2	NGP Thresholds	
2	NGP Weather-strip kits	
2	NGP Door sweeps	
	Re-install existing door closers	
	Labor to remove existing doors and install new	
	Total	\$ 6,412.00
	Optional Extras:	
	Add 2 Accentra 5801 Door closers to replace existing door closers add	\$ 578.00
	Pre-paint doors and frames with rust inhibiting commercial paint	
	- owners specified color add	\$ 500.00
	*Ourste velid for 20 dage often date written	
,	*Quote valid for 30 days after date written	
roposal acce	epted byDate:	

(A signed copy of this or a purchase order must be received by us in accepting this proposal)

Proposal submitted by Mike Wertz (616) 249-2200

A 2 % monthly service charge will be added to all invoices that are not paid within 30 days of the invoice date

## Quotation



Grand Rapids Office 1100 Gezon Parkway SW Wyoming, MI 49509-9582 P: 616.245.0583 F: 616.245.9275 Mailing Address P.O. Box 2182 Grand Rapids, MI 49501-2182

DATE: 2/18/2025

TO: ADA TOWNSHIP ATTN: WESLEY BUILDING: PARK SHELTER ARCHITECT: PLANS AND SPECS DATED: ADDENDUM:

We are pleased to submit our proposal on the following

### PARK SHELTER DOOR PACKAGES

2 ea. Curries 3-0 x 7-0, punched, welded, galvannealed, hollow metal frames w/ 4" head 16 ea. Kwikbolt anchors

2 ea. Curries 3-0 x 7-0, poly-styrene core, galvannealed, hollow metal doors w/ 24" x 24" louver

- 6 ea. McKinney stainless steel ball bearing hinges
- 2 ea. HES 9600 electric strikes (wiring and hookup by others) mounting only included in quote
- 2 ea. Rockwood BF157 offset pull- 10" CTC(stainless steel)
- 2 ea. Yale 2100 series exit device
- 2 ea. Cylinders keyed to existing key
- 2 ea. NGP L-VRSG-3 24"x24" louver with insect screen (dark bronze)
- 2 ea. NGP door gasketing
- 2 ea. NGP door brush sweep
- 2 ea. NGP threshold
- 8 ea. Duralink Caulk
- 1 ea. Painting of doors and frames to customers desired color
- 1 ea. Installation of the above

#### Notes:

- Installation to be 6-8 weeks from receipt of order/downpayment
- Customer to provide copy of key to key cylinders to
- Pricing good for 30 days
- Any wall (drywall, block, brick) damage from tear out of existing materials to be repaired by others
- If credit account is not established, minimum 50% downpayment required to order materials with the remaining balance due at time of delivery/pickup. If opening credit account add 2-3 weeks to quoted lead time

#### \$6,760.00 INSTALLED

#### ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

## S.A. Morman & Co.

Salesperson:

Ву \_\_\_\_

#### Estimator:

Unless otherwise stated, prices are for material only. Seller does not become a subcontractor within the meaning of any laws. Unless otherwise indicated, Michigan State sales or use tax is not included. Delivery as agreed unless accident or delay beyond our control. All purchases must be accepted by the Purchaser within six (6) months from the date of Purchase Order. In the event of defect in materials or delivery of material which does not conform to Purchaser's order, the Seller must be notified at once and given reasonable opportunity to correct same. Unless otherwise stated, the terms of sale are net 30 days with approved credit. Seller does not assume responsibility for loss or damage of material in transit when quoting material F.O.B. jobsite. The Consignee-Purchaser must make all claims against carrier. When order is confirmed by Purchaser, some cancellations may be accepted for a service fee. Prices quoted are subject to change after 30 days. Finance charges on past due accounts.

- \_

**CREDIT CARD TRANSACTIONS CAN BE SUBJECT TO A 3% FEE** 

### TOWNSHIP MEMORANDUM

02/14/25

TO:Ada Township BoardFROM:Jo DeMarco, ClerkRE:Revised Fee Schedule

### Background:

As part of our overall cemetery review and update, combined with the Ada Cemetery columbarium project, we found our all inclusive process regarding invoicing for services and payment for them was not comprehensive, fluent or consistent. We engaged with contractors for burial services, headstone foundations, monument companies and funeral directors in attempt to construct a more straightforward pattern for required work, invoicing and payment.

**New Fee Schedule: (Attached):** A pricing comparison for cemetery services from 13 nearby communities was conducted showing Ada Township at the mid to low end for each of the services provided. These services include grave site purchases, perpetual care, columbarium purchases, opening/closing (burial) of graves per varying day/time options, for regular burials and cremations. Consequently, we designed a new fee schedule for all services, as well as a more efficient payment process to the township.

**Recommendation:** Motion to approve Resolution R-022425-1 Incorporating the new fee schedule for Ada Township burial services.

### PROPOSED CEMETERY PRICING Ada and Findlay Cemeteries

### SALE, RECORD MAINTENANCE, COORDINATION = CLERK'S OFFICE

Grave Site Purchase	\$1000
<ul> <li>* 4' x 8' unit</li> <li>* Perpetual Care - snow removal, lawn maintenance, water supply, trash removal, gravel fill, ground leveling, Veteran Memorial placements, staff time, record retention, power washing for columbarium units</li> <li>* No charge to Veterans</li> </ul>	
* Veteran Spouse	\$ 500
Grave Opening/Closing - Adult full casket burial	
* Monday through Friday up to 3:00 pm	
* May 2nd through October 31st	<b>\$</b> 11 <b>50</b>
* November 1st through May 1st	\$1250
* Saturday up to 3:00 pm	\$1250
* Headstone foundation/placement	
(headstone must be within gravesite dimensions)	\$ 500
Grave Opening/Closing - Cremation Burial	
* Monday through Friday up to 3:00 pm	
* May 2nd through October 31st	\$ 600
* November 1st through May 1st	\$ 700
* Saturday up to 3:00 pm	\$ 700
* Headstone foundation/placement	\$ 500
COLUMBARIUM (72 Niche unit)	
* Niche - holds two cremains	\$1000
* Engraved name plate	\$ 100
* Flower vase	\$ 50
* Opening/Closing	
Monday through Friday up to 3:00 pm	\$ 500
Saturday up to 3:00 pm	\$ 600
* Veterans	\$ 500

Veteran Niche purchase will include Kent County Veterans Services paperwork and application for \$300 benefit toward any burial expense.

**FEES & PAYMENTS:** Fees for all services will be designated by Clerk's office and communicated to funeral directors and all contractors. Funeral Directors will collect all fees from family/contractors and pay the township office.

## **Columbarium Project**

1 Columbarium unit contains 72 niches Ada Township has ordered 2 units, totaling 144 niches							
Taxpayer Cost per Columbarium unit (Ada units paid for via ARPA funds)	\$35,000/ea. = \$70,000						
Installation costs (Ada Cemetery) Foundation & Retention Wall Costs per existing quote; extra time/mater if changes/alterations occur	\$28,908.60 ial						
Tree Removal	4,250.00						
Miscellaneous Ground Work	1,000.00						
Total Installation	\$34,158.60						
Niche Sales Niche (holds 2 cremains) \$1,000.00 72 niches per unit @ \$1000/each = 2 units = 144 niches	\$ 72,000.00 \$144,000.00						
Minus installation costs	\$ 34,158.60						
ROI (estimated)	\$109,841.40*						

\* Estimate is does not account for veteran purchases, which are 50% less, \$500 each.

#### Cemetery Services and Sales

	Current	Proposed
Grave Sites	\$300.00 each	\$1,000
*4'x8' unit		
*Perpetual Care- Snow removal, lawn mair	n <mark>tenance, water</mark>	supply, trash removal, gravel
fill, ground leveling, veteran memorial placements	s, staff time, reco	ord retention, power washing
for columbarium units.		
*No charge for Veterans		
*Veteran Spouse		\$500
Grave Openings/Closings: Full Casket Burial, Mon	day-Friday until 3	3:00PM
Adult Burial (May 2 - October 31)	\$450.00	\$1,150
Adult Burial (November 1 - May 1)	\$550.00	\$1,250
Saturday before 3:00PM		\$1,250
Infant Burial (May 2 - October 31)	<del>\$250.00</del>	Remove
Infant Burial (November 1 - May 1)	\$450.00	Remove
Headstone foundation/placement		\$500
Grave Openings/Closings: Cremation Burial, Mon	day-Friday until 3	3:00PM
Cremation Burial (May 2 - October 31)	\$125.00	\$600
Cremation Burial (November 1 - May 1)	\$200.00	\$700
Saturday until 3:00PM		\$700
Additional Weekend Charge:		
Saturday and weekdays after 4:30	<del>\$125.00</del>	
Sunday and holidays	\$225.00	
Headstone foundation/placement		\$ <b>50</b> 0
COLUMBARIUM (72 niche unit)		
Columbarium Niche- holds two sets of cremains	\$150.00 each	\$1,000
Engraved name plate		\$100
Flower/flag vase		\$50
Columbarium Opening/Closing		
Monday through Friday until 3:00PM	\$75	\$500
Saturday		\$600
Veteran pricing		\$500

Veteran Niche purchase will include Kent County Veterans Services paperwork and application for \$300 benefit tward any burial expense.

Fees and Payment: fees for all services will be designated by the Clerk's office and communicated to funeral directors and all contractors. Funeral directors will collects all fees from family/contractors and pay the township office.

# **DIRT CHEAP EXCAVATING!**

K. Wittenbach 897-0300 2655 Lincoln Lake Lowell, MI 49331

ESTIMATED DATE: [ - 10 ·	-25				
ACCEPTED IN DAYS.					
NAME ADA TOU	NSH	ПР			
ADDRESS					
PHONE					
CITY		9	STATE	ZIP	
We hereby propose to furnish all mate					
EXCAVATION		L	ANDSCAF	PING	
DESCRIPTION			DESCRIPTIC		
· Concrete ·		6	EXCAVA	ting.	
Retaining WAH Stamp Panels Color concrete FLAT WORK Peens under Concrete Total Due	2 	60	Prep for Drill for SAND - Compace Backfil TOP Son Seed IN	1 L Jg	WORK
			<u>tiline</u>	·	00115
JOB BASED TIM Due to any	ChANC	41. es	<u>10tai</u>		<u> </u>
than	12 ý	w.	Ken	ny	
TOTAL DUE UPON COMPLETION \$ 28,90	() <u>8.6</u> 0	TOTAL D		\$	
TERMS AVAILABLE:		*TERMS	AVAILABLE:		
SIGNATURE:			C	DATE:	

### Jo DeMarco

From: Sent: To: Cc: Subject: Dennis Brinks Tuesday, January 7, 2025 2:52 PM Jo DeMarco Erin McIntosh FW: Estimate 1432 from Wittenbach Services, Inc.

Please see the attached quote for the two tree removals at Ada Cemetery.

Dennis

From: Wittenbach Services Inc. <no\_reply@intuit.com> Sent: Tuesday, January 7, 2025 2:49 PM To: Dennis Brinks <dbrinks@adatownshipmi.com> Subject: Estimate 1432 from Wittenbach Services, Inc.

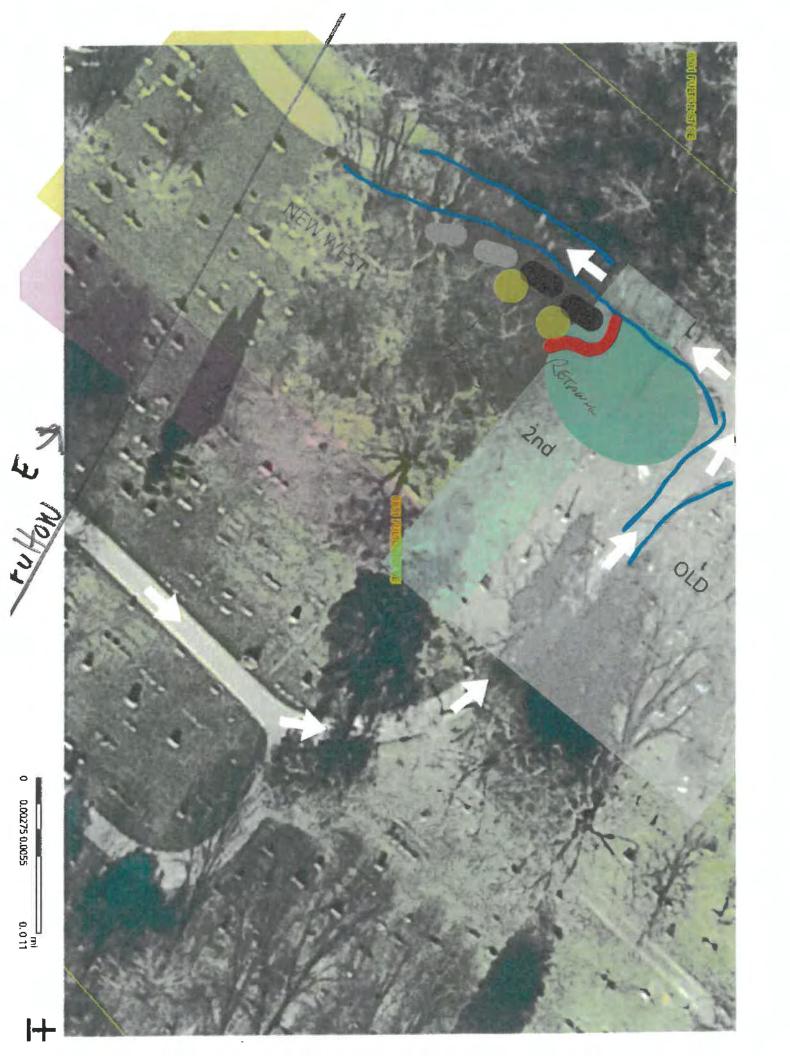
You don't often get email from no reply@intuit.com. Learn why this is important

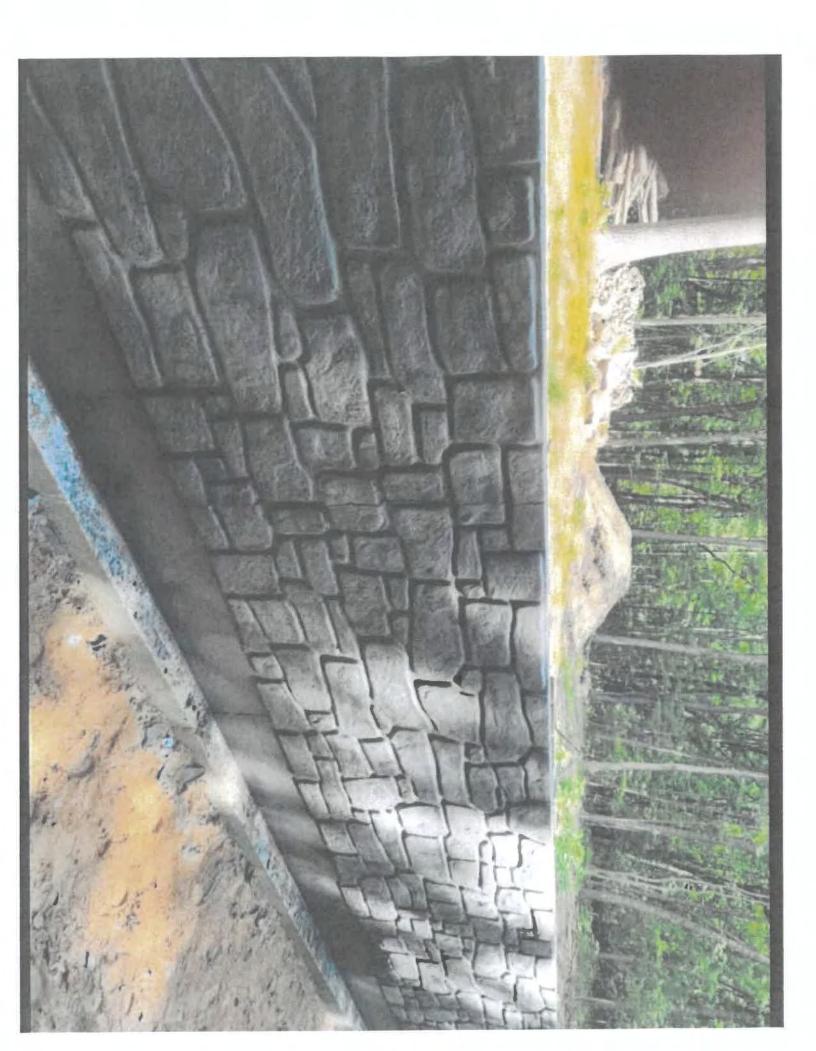


**Total Estimate** 

\$4,250.00

Get \$63 cash back when paying with Capital on Tap Business Credit Card for vendors accepting credit card payments\*







#### KENT COUNTY SQLDIERS & SAILORS COMMISSION BURIAL ALLOWANCE APPLICATION

Name of Deceased	
Address of Deceased	
	ial Security Number
Name of Veteran (if not the deceased)	
Veteran must have at least 90 Days of active duty military servi assistance.	E SERVICE DATES
WWII: December 7, 1941 to December 31, 1946 Vietnam: February 28, 1961 to May 7, 1975	Korea: June 27, 1950 to January 31, 1955 Gulf Era: August 2, 1990 to a date to be determined
Name of Applicant	
Address of Applicant	
Relationship to Deceased Appli	icant Telephone Number ()
Name of Funeral Home	Telephone ()
Total Cost of Funeral \$ Has the free V. A	A. Marker been applied for? Yes [] No [] ASSETS
	wife applies for their deceased spouse, for all other I. <u>For all applicants</u> the following items are excluded; all life insurance.
after the \$ (dollar sign). All property held jointly of Real Estate (except the deceased's home) Cash on Hand (money in a checking or savings acco Stocks, bonds, certificates of deposit, or retiremen	ount) \$ it accounts having cash value \$
All vehicles in deceased name (wholesale value-mi	inus the amount owed) \$ TOTAL \$
<u>NOT</u> /	ARIZATION
STATE OF MICHIGAN COUNTY OF KENT	
COUNTY OF KENT	
	BEING DULY SWORN, DEPOSES, AND SAYS
I,	BEING DULY SWORN, DEPOSES, AND SAYS CATION FOR BURIAL ALLOWANCE AND THAT THE FACTS CORDING TO THE BEST OF HIS/HER KNOWLEDGE.
THAT HE/SHE COMPLETED THE FOREGOING APPLI	CATION FOR BURIAL ALLOWANCE AND THAT THE FACTS

Notary Public, Kent County, Michigan My Commission expires\_\_\_\_\_ Signature of Applicant



Your case may be one chosen for review at which time you will be contacted to confirm the asset information listed on the burial application

#### AFFIDAVIT OF MORTICAN

J	, being duly sworr
deposes and says that he/she is:	
	of
(owner or partner) that he/she or his/her employees provided funeral a and that the attached itemized statement of expense	
The named decedent Did ( ) Did Not ( ) have any ty	pe of Pre-payment Funeral Agreement.
If yes, amount of prepaid agreement \$	
There is an unpaid balance of \$	
Subscribed and sworn to before me this	
of	Signature of Mortician
Notary Public, Kent County, Michigan My commission expires	

#### REPORT OF SOLDIERS RELIEF COMMISSION

To the Kent County Board of Commissioners:

I, \_\_\_\_\_\_, a member of the Kent County Soldiers & Sailors Relief Commission, have investigated the within claim pursuant to Section 35.801, CL 1948 et seq, as amended by Act 235 of 1959, being an act to provide for payment by counties of certain funeral expenses of ex-service persons or their spouses or widows/widowers, and therewith submit the following report: The facts and particulars set forth in the above application in the case of \_\_\_\_\_\_

() Left the surviving dependents listed upon the within applications and did not leave an estate, including real and personal property, exceeding the sum of \$ 40,000.00 over and above all encumbrances.

REMARKS:

Dated this	day	i of	, 20

are, to the best of my knowledge and belief, a true statement of the material facts in this case, except as noted under REMARKS hereinafter.

I further report that, to the best of my knowledge, the deceased.

<sup>()</sup> Left no dependents and did not leave sufficient estate to meet all lawful claims, including burial expenses.



02/14/25

TO:Ada Township BoardFROM:Jo DeMarco, ClerkRE:Revised Cemetery Ordinance

**Background:** As part of our overall cemetery analysis and review, our first step was to review the existing Cemetery Ordinance dated 5-27-2008. We found the ordinance to be outdated, lacking in detail, not addressing guidelines for public adherence or restrictions that impair and diminish our ability to maintain our cemeteries to an optimum level. In addition, the existing ordinance lacked public restrictions that could hold the township liable if directives and requirements were not openly communicated. We believe the revised ordinance addresses all such issues and has been sanctioned by our legal representatives.

### Revised Cemetery Ordinance: Attached.

**Recommendation**: Motion to Schedule Public Hearing for March 10, 2025 Board Meeting for the Board to Consider Cemetery Ordinance No. O-03012025-1.

### TOWNSHIP BOARD ADA TOWNSHIP KENT COUNTY, MICHIGAN

## ORDINANCE NO. O-031025-1

Board Member \_\_\_\_\_ moved, and Board Member \_\_\_\_\_\_ supported, the adoption of the following ordinance:

### AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE IV, ENTITLED "ADA TOWNSHIP CEMETERY ORDINANCE" OF THE ADA TOWNSHIP CODE OF ORDINANCES

#### THE TOWNSHIP OF ADA ORDAINS:

Section 1. <u>Amendment of Chapter 22</u>, <u>Article IV</u>. That Chapter 22, Article IV of the Code of Ordinances, Ada Township, Michigan, is hereby amended to read in its entirety as follows:

### 22-171. - Title.

This article shall be known and cited as the "Ada Township Cemetery Ordinance."

### 22-172. – Definitions of cemetery lots and burial units.

Burial unit shall mean either of the following:

- (1) A land area four fect wide and eight feet in length, sufficient to accommodate hurial for one deceased person or the cremated remains of two individuals; or
- (2) A land area three feet wide and three and one-half feet in length in areas set aside for infant or stillborn burials, as authorized by the township clerk.

Cemetery Lot shall consist of eight burial units.

#### 22-173. - Sale of lots or burial units.

- (a) After the effective date of this Ordinance, cemetery lots or burial units shall be sold only to residents of the township for the purpose of the burial of the purchaser or his or her heirs at law or next of kin. No sale shall be made to funeral directors or others, except as set forth in this article. The township clerk, however, is hereby granted the authority to vary the aforesaid restriction on sales where the purchaser discloses sufficient personal reason for burial within the township through previous residence in the township or relationship to persons interred in the township cemetery involved.
- (b) The sale or transfer of a cemetery lot or burial unit grants a right of burial only and does not convey any other title or right to the cemetery lot or burial unit sold or transferred to

the recipient. Cemetery lots and burial units are nontransferable without prior written approval by the township.

- (c) All sales or transfers shall be made on a form approved by the township board, which includes the township clerk. Such form shall be authorized and executed by the township clerk and shall constitute a permit when approved. Records of all cemetery lot and burial unit sales will be maintained in the township clerk's office. At the time of purchase from the township, the township clerk or his or her designee may request from the purchaser the name of each individual to be buried in each burial unit.
- (d) Burial rights may only be transferred to those persons eligible to be original purchasers of cemetery lots or burial units within the township or to such individuals' legal heirs or next of kin. A transfer may be effected only by endorsement of an assignment (a legal will) of such burial permit upon the original burial permit form issued by the township clerk that was previously approved and entered upon the official records of said clerk. Upon such assignment, approval and record, the township clerk shall issue a new hurial permit to the assigned and shall cancel and terminate upon such records the original permit thus assigned. A "Record of Burial Unit Transfer" form to record legal transfer shall be executed by the township clerk and shall be maintained in the township record book.

### 22-174. - Purchase price and transfer fees.

- (a) The township clerk shall submit all fee updates to the township board for approval. Upon the township board's approval of the fee changes, the township clerk or authorized agent of said clerk shall add the approved fee changes to the township charges and fees schedule resolution. A full fee schedule shall be listed on the township website for public availability and shall be made available at the township clerk's office.
- (b) The aforementioned fees shall be paid to the township treasnrer and shall be deposited as designated by the township clerk into the appropriate general fund account for the sale or transfer. Upon the request of the township clerk, the township board, by resolution, may periodically revise the aforementioned fees to accommodate increased costs and needed reserve funds for cemetery care, maintenance, and acquisition.

#### 22-175. - Grave opening charges.

- (a) The township may charge reasonable fees for the opening and closing of any burial unit, prior to and following a burial therein, and including the interment of ashes. Such fees shall be set or changed from time to time by resolution of the township board, upon the request of the township clerk, payable to the township.
- (b) No burial units shall be opened or closed except under the direction and control of the township clerk or upon authorization by said clerk. This provision shall not apply to proceedings for the removal and reinterment of bodies and remains, which matters are under the supervision of the local health department.

(c) November 1st through April 30th burials may be restricted to areas set aside for such burials as authorized by the township clerk, and burials during this period are subject to additional fees. All additional costs for said burials will be incurred by the requester.

#### 22-176. - Markers or memorials.

- (a) All markers, headstones, and/or memorials must be comprised of stone, granite, or marble. Any large upright monuments must be placed upon a foundation constructed by the township and/or contractors designated by the township, to ensure that the marker, headstone, or memorial complies with standards to secure and maintain a stable and erect position. The monument also must be placed so that the gravesite and headstone conform to the cemetery grounds layout. The township shall define the permissible dimensions of markers, headstones, and memorials. Only one monument, marker, headstone, or memorial shall be permitted per burial unit. The footing or foundation upon which any monument, marker, or memorial is placed shall be constructed by an outside contractor per township requirements, at a cost to the owner of the burial unit.
- (b) Should any monument or memorial become unsightly, broken, moved off its proper site, dilapidated, or a safety hazard, the township shall have the right, at the expense of the owner of the burial unit, to correct the condition or remove the same. The township shall make reasonable attempts to contact the owner of the burial unit prior to the commencement of any such work.
- (c) The maintenance, repair, and upkeep of a marker, headstone, monument, memorial, urn, or similar item is the responsibility of the family or heirs of the person buried at that location. The township has no responsibility or liability regarding the repair, maintenance, or upkeep of any such item.

### 22-177. - Interment regulations.

- (a) Only one person may be buried in a burial unit except in the case of:
  - (1) A mother and infant;
  - (2) Two children buried at the same time;
  - (3) One-person burial and one of cremains; or
  - (4) Cremains of two individuals.
- (b) Not less than 48 hours' notice shall be given in advance to the township office to prepare and allow for a timely opening of a burial unit to accommodate funeral arrangements.
- (c) The appropriate permit for the burial unit involved, together with legal identification of the person to be buried therein, shall be presented to the township clerk or an authorized representative of said clerk prior to interment. Where such permit has been lost or destroyed, the township clerk will refer to and rely upon township records to confirm the

authenticity of both the burial unit and the person(s) to be interred there before beginning or completing interment.

### Sec. 22-178. - Ground maintenance.

- (a) Grading, leveling, and/or excavating upon burial units or any land within the cemetery will be provided exclusively by the township. Any attempted or actual commencement of noted groundwork by persons other than designated township officials will be considered a violation of this ordinance and subject to legal penalty.
- (b) Urns or metal baskets may be placed at the end of the headstone.
- (c) Holiday/Christmas wreaths may be placed during the fall season.
- (d) Veteran flags will be placed by the township in mid-May and remain through Veteran's Day, at which time the township will remove them.
- (e) Artificial flowers may be placed within one foot of the headstone or in the metal urn or basket.
- (f) All fresh flower containers or artificial flower placements must be removed by October 1st. Authorized township grounds staff will remove and dispose of all gravesite decorations after the first week in October.
- (g) No benches placed by the public will be allowed.
- (h) Planting of trees or shrubbery by the public is prohibited.
- (i) Any substance or structure that impairs the ongoing township ground maintenancerequired work (e.g., fencing, railings, wood, loose stones or gravel surrounding the headstone) is prohibited and will be removed by the designated township staff.
- (j) Landscape lighting is prohibited.
- (k) Signage or artwork is prohibited.
- (1) Placement of auything within the public walkway or on hanging tree branches is prohibited.
- (m) All refuse must be removed and placed in trash containers located within the cemctery.
- (n) Surfaces other than earth or sod are strictly prohibited.
- (o) Maintenance of all burial units shall be kept in compliance with township rules and regulations addendum, which will be communicated to all purchasers of burial units and columbarium niches.

#### 22-179. - Forfeiture of vacant cemetery lots of burial units.

(a) If any cemetery lots or hurial units sold after the effective date of this Ordinance remain vacant for 30 years from the date of their original sale, the township clerk shall send notice to the last known address of the last owner of record (or his or her designated legal

representative) for each such cemetery lot or burial unit(s). The notice shall inform the owner of the expiration of the 30-year period and that all rights with respect to said lots or units will be forfeited if the owner does not affirmatively respond and indicate their intentions in writing (either via mail or email) to the township clerk within 60 days from the date of mailing of said notice.

- (b) If no written response to the notice referenced in subsection (a) above is received within 60 days, ownership of the cemetery lot and/or burial unit(s) will automatically revert back to the township. The township may offer the forfeited cemetery lot and/or burial unit(s) for sale to township residents seeking the purchase of a burial unit.
- (c) The township clerk's office shall conduct an annual review of records to complete the ownership review process in January of each new year.

### 22-180. - Repurchase of lots or burial units.

If the original owner(s) or designated legal heir or representative of a cemetery lot or burial unit(s) responds to the township clcrk expressing that they do not wish to maintain ownership of said cemetery lot or burial unit(s), the township will repurchase said lot or unit(s) from the owner(s) for the original price paid to the township upon receiving written notification from the original owner(s). Notice sent to the original owner(s) shall contain definitive language indicating said notice must be responded to within the designated time frame and that owner(s), their legal heirs or representatives will forfeit any and all claim of ownership of the cemetery lot or burial unit(s) to the township if all requirements are not met.

### 22-181. - Records.

The township clerk shall maintain all records concerning burials, issuance of burial permits, ownership records, and repurchase and/or forfeiture records, separate and apart from any other records of the township. Such records shall be open to public inspection during the township's regular business hours.

### 22-182. - Vault.

All regular casket burials shall, at minimum, be within a standard concrete vault to be installed or constructed in each burial unit before interment. No casket burial shall take place without said vault. Cremains shall be in a container approved by the township.

### 22-183. - Cemetery hours.

The cemetery shall be open to the general public from 9:00 am to 9:00 pm. Except for authorized township staff, no person shall be permitted in the township cemeteries at any time other than the stated hours. Cemetery hours will be posted on site at the township's cemeteries, as well as on the township website.

### 22-184. – Penalties

Any person, firm, or corporation who violates any of the provisions of this Ordinance shall be guilty of a municipal civil infraction as defined in Ordinance 092500-1 and shall be subject to the penalties defined and determined by a court of competent jurisdiction. Each day that a violation continues to exist shall constitute a separate offense. Any prosecutions hereunder shall not prevent separate civil proceedings for abatement and termination of the violation.

Section 2. <u>Severability</u>. The various parts, sections, and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

Section 3. <u>Effective Date</u>. This Ordinance shall become effective 30 days after publication in a newspaper of general circulation in the Township.

AYES:		 	 		 _	
NAYS:	 	 	 	 		
ABSENT:					 	

Ordinance No. \_\_\_\_\_ declared adopted.

Jo DeMarco, Ada Township Clerk

### CERTIFICATION

I, the duly qualified Clerk of Ada Township, hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Ada Township Board at a regular meeting held on \_\_\_\_\_\_ and, that public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, 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.

Jo DeMarco, Ada Township Clerk

#### TOWNSHIP BOARD ADA TOWNSHIP KENT COUNTY, MICHIGAN

#### ORDINANCE NO. O-031025-1

Board Member \_\_\_\_\_ moved, and Board Member \_\_\_\_\_ supported, the adoption of the following ordinance:

#### AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE IV, ENTITLED "ADA TOWNSHIP CEMETERY ORDINANCE" OF THE ADA TOWNSHIP CODE OF ORDINANCES

#### THE TOWNSHIP OF ADA ORDAINS:

Section 1. <u>Amendment of Chapter 22</u>, <u>Article IV</u>. That Chapter 22, <u>Article IV</u> of the Code of Ordinances, Ada Township, Michigan, is hereby amended to read in its entirety as follows:

Sec. 22-171. - Title.

This article shall be known and cited as the "Ada Township Cemetery Ordinancer."

Sec. 22-172. -- Definitions of cemetery lots and burial spacesunits.

Adult burial spaceBurial unit shall consistmean either of athe following:

A land area four feet wide and eight feet in length-

- (1) <u>Cemetery lot shall consist of burial spaces</u>, sufficient to accommodate <u>fromburial for</u> one to eight burial spaces. <u>deceased person or the cremated remains of two individuals</u>; <u>or</u>
- (2) Infant or stillborn burial space shall consist of a<u>A</u> land area three feet wide and three and one-half feet in length in areas set aside for <u>such-infant or stillborn</u> burials, as authorized by the township clerk.

#### Sec.-Cemetery Lot shall consist of eight burial units.

#### 22-173. -- Sale of lots or burial spacesunits.

(a) Hereafter After the effective date of this Ordinance, cemetery lots or burial spacesunits shalls be sold only to residents of the township for the purpose of the burial of such the purchaser or his or her heirs at law or next of kin. No sale shall be made to funeral directors or others than, except as heretofore set forth in this article. The township clerk, however, is hereby granted the authority to vary the aforesaid restriction on sales where the purchaser discloses

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sufficient personal reason for burial within the township through previous residence in the township or relationship to persons interred therein. in the township cemetery involved.

- (b) All such sales shall be made on a form approved by the township clerk and township board, which The sale or transfer of a cemetery lot or burial unit grants a right of burial only and does not convey any other title or right to the cemetery lot or burial spaceunit sold- or transferred to the recipient. Cemetery lots and burial units are nontransferable without prior written approval by the township.
- (c) All sales or transfers shall be made on a form approved by the township board, which includes the township clerk. Such form shall be authorized and executed by the township clerk or upon authorization by and shall constitute a permit when approved. Records of all cemetery lot and burial unit sales will be maintained in the township clerk's office. At the time of purchase from the township, the township clerk or his or her designee may request from the purchaser the name of each individual to be buried in each burial unit.
- (d) Burial rights may only be transferred to those persons eligible to be original purchasers of cemetery lots or burial spacesunits within the township andor to such individuals' legal heirs or next of kin. A transfer may be effected only beby endorsement of an assignment (a legal will) of such burial permit upon the original burial permit form issued by the township clerk, that was previously approved by said clerk, and entered upon the official records of said clerk. Upon such assignment, approval and record, the township clerk or upon authorization by said clerk shall issue a new burial permit to the assignee and shall cancel and terminate upon such records, the original permit thus assigned. A "Record of Burial Unit Transfer" form to record legal transfer shall be executed by the township clerk and shall be maintained in the township record book.

#### Sec. 22-174. — Purchase price and transfer fees.

- (a) AnyThe township clerk shall submit all fee updates will be submitted to the township boardby the township elerk for approval. Upon boardthe township board's approval of the fee change(s)changes, the township clerk or authorized agent of said clerk willshall add the approved feesfee changes to the township charges and fees schedule resolution. A full fee schedule shall be listed on the township website for public availability and shall be made available at the township clerk's office.
- (b) The foregoing charges a forementioned fees shall be paid to the township treasurer and shall be deposited—in as designated by the township clerk into the appropriate general fund account for the sale or transfer. Upon the request of the township clerk, the township board, by resolution, may periodically revise the aforementioned fees to accommodate increased costs and needed reserve funds for cemetery care, maintenance, and acquisition.

Upon the request of the township clerk, the township board, by resolution, may periodically alter the foregoing fees to accommodate increased costs and needed reserve funds for cemetery maintenance and acquisition. Formatted: List Paragraph, Space After: 6 pt, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

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#### Sec. 22-175. - Grave opening charges.

- (a) The township may charge reasonable fees for the opening and closing of any burial space<u>unit</u>, prior to and following a burial therein, and including the interment of ashes<sub>5</sub>. Such fees shall be at a cost to be determined set or changed from time to time by resolution of the township board, upon the request of the township clerk, by resolution of the township board, payable to the township.
- (b) No burial spacesunits shall be opened andor closed except under the direction and control of the township clerk or upon authorization by said clerk. This provision shall not apply to proceedings for the removal and reinterment of bodies and remains, which matters are under the supervision of the local health department.
- (c) November <u>41st</u> through April <u>3030th</u> burials may be restricted to areas set aside for such burials as authorized by the township clerk: <u>all</u>, <u>and burials during this period are subject</u> <u>to</u> additional <u>cost</u><u>fees</u>. <u>All</u> <u>additional costs</u> for said burials will be incurred by the <u>requestor</u>. <u>requester</u>.

#### Sec. 22-176. - Markers or memorials.

All markers-, headstones, and/or memorials must be <u>comprised</u> of stone, <u>granite</u>, or <del>other equally</del> durable composition.

<u>marble</u>. Any large upright monuments must be <u>locatedplaced</u> upon a <u>suitable</u> foundation to constructed by the township and/or contractors designated by the township, to ensure that the marker, headstone, or memorial complies with standards to secure and maintain the same in an <u>a</u> <u>stable and</u> erect position.

The monument also must be placed so that the gravesite and headstone conform to the cemetery grounds layout. The township shall define the permissible dimensions of markers, headstones, and memorials. Only one monument, marker, headstone, or memorial shall be permitted per burial space.

- (a) unit. The footing or foundation upon which any monument, marker, or memorial must beise placed shall be constructed by thean outside contractor per township requirements, at a cost to the owner of the burial right. unit.
- (b) Sec. Should any monument or memorial become unsightly, broken, moved off its proper site, dilapidated, or a safety hazard, the township shall have the right, at the expense of the owner of the burial unit, to correct the condition or remove the same. The township shall make reasonable attempts to contact the owner of the burial unit prior to the commencement of any such work.
- (c) The maintenance, repair, and upkeep of a marker, headstone, monument, memorial, urn, or similar item is the responsibility of the family or heirs of the person buried at that location.

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The township has no responsibility or liability regarding the repair, maintenance, or upkeep of any such item.

#### 22-147-177. – Interment regulations.

(a) Only one person may be buried in a burial spaceunit except in the case of:

- (1) (1) A mother and infant;
- (2) (2) Two children buried at the same time;
- (3) (3) One-person burial and one set of cremains; or

(4) One to four cremains in areas set aside for such burials as authorized by the township clerk. Any columbarium niche may hold up to two cremains.

(4) Cremains of two individuals.

- (b) Not less than <u>36 hours'48 hours'</u> notice shall be given in advance of any time of any funeraltoto the township office to prepare and allow for the<u>a</u> timely opening of the<u>a</u> burial spaces. unit to accommodate funeral arrangements.
- (c) The appropriate permit for the burial spaceunit involved, together with appropriatelegal identification of the person to be buried therein, where necessary, shall be presented to the township clerk or an authorized representative of said clerk prior to interment. Where such permit has been lost or destroyed, the township clerk shall be satisfied, from his or herwill refer to and rely upon township records, to confirm the person to be buried inauthenticity of both the burial space is an authorized and appropriate oneunit and the person(s) to be interred there before anybeginning or completing interment is commenced or completed.

All burial spaces shall be located in an orderly and neat appearing manner.

#### Sec. 22-178. — Ground maintenance.

No gradingGrading, leveling, and/or excavating upon burial space shall be allowed without the permission the township clerk.

(a) No flowers, shrubs, trees or vegetation of units or any type shall be planted withoutland within the approval of cemetery will be provided exclusively by the township clerk. Any of the foregoing items planted without such approval may be removed by the township attempted or the cemetery sexton, actual commencement of noted groundwork by persons other than designated township officials will be considered a violation of this ordinance and subject to legal penalty.

The township clerk or authorized representative of said clerk reserves the right to remove or trim any tree, plant or shrub located within the cemetery in the interest of maintaining proper appearance and the use of the cemetery. Formatted: Font: Bold Formatted: Font: Bold Formatted: Space After: 6 pt Formatted: List Paragraph, Space After: 6 pt, Numbered + Level: 1 + Numbering Style: a b c + +

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#### Mounds which hinder the free use of a lawn mower or other gardening apparatus are prohibited.

- (b) <u>The Urns or metal baskets may be placed at the end of the headstone.</u>
- (c) Holiday/Christmas wreaths may be placed during the fall season.
- (d) Veteran flags will be placed by the township in mid-May and remain through Veteran's Day, at which time the township elerk or authorized representative of said elerk shall havewill remove them.
- (e) Artificial flowers may be placed within one foot of the headstone or in the right and authority tometal urn or basket.
- (f) All fresh flower containers or artificial flower placements must be removed by October <u>1st. Authorized township grounds staff will</u> remove and dispose of any and all growth, <u>emblems, displaysgravesite decorations after the first week in October.</u>
- (g) No benches placed by the public will be allowed.
- (h) Planting of trees or shrubbery by the public is prohibited.
- (i) Any substance or containers thereforestructure that through decay, deterioration, damage or otherwise become unsightly, a source of litter or aimpairs the ongoing township ground maintenance-problem.\_required work (e.g., fencing, railings, wood, loose stones or gravel surrounding the headstone) is prohibited and will be removed by the designated township staff.
- (j) Landscape lighting is prohibited.
- (k) Signage or artwork is prohibited.
- (1) Placement of anything within the public walkway or on hanging tree branches is prohibited.
- (m) All refuse must be removed and placed in trash containers located within the cemetery.
- (n) Surfaces other than earth or sod are strictly prohibited.

All refuse of any kind or nature including, among others, dried flowers, wreaths, papers, and flower containers must be removed or deposited in containers located within the cemetery.

(o) Sec. Maintenance of all burial units shall be kept in compliance with township rules and regulations addendum, which will be communicated to all purchasers of burial units and columbarium niches.

#### 22-179. -- Forfeiture of vacant cemetery lots orof burial spaces units.

<u>CemeteryIf any cemetery</u> lots or burial <u>spacesunits</u> sold after the effective date of <u>the ordinance</u> and <u>remainingthis Ordinance remain</u> vacant 40<u>for 30</u> years from the date of their <u>original</u> sale-<u>shall</u> automatically revert to the township upon occurrence of the following events: Formatted: List Paragraph, Space After: 6 pt, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

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- (a) Notice shall be sent by, the township clerk by first class mailshall send notice to the last known address of the last owner of record informing him(or his or her designated legal representative) for each such cemetery lot or burial unit(s). The notice shall inform the owner of the expiration of the 4030-year period and that all rights with respect to said lots or spacesunits will be forfeited if hethe owner does not affirmatively respond and indicate their intentions in writing (either via mail or email) to the township clerk within 60 days from the date of mailing of the within notice his desire to retain said burial rightsgaid notice.
- (b) NoIf no written response to saidthe notice indicating referenced in subsection (a-desire to retain-) above is received within 60 days, ownership of the cemetery lots-lot and/or burial spaces in question is received by unit(s) will automatically revert back to the township elerk from the last owner of record of said lots or spaces, or his heirs or legal representative, within 60 days from. The township may offer the dateforfeited cemetery lot and/or burial unit(s) for sale to township residents seeking the purchase of a burial unit.
- (c) The township clerk's office shall conduct an annual review of mailingrecords to complete the ownership review process in January of said notice. each new year.

#### 22-180. Sec. 22-180. \_\_ Repurchase of lots or burial spacesunits.

The-If the original owner(s) or designated legal heir or representative of a cemetery lot or burial unit(s) responds to the township clerk expressing that they do not wish to maintain ownership of said cemetery lot or burial unit(s), the township will repurchase any cemetery lotssaid lot or burial spaceunit(s) from the owner(s) for the original price paid to the township upon receiving written request of said owner or hisnotification from the original owner(s). Notice sent to the original owner(s) shall contain definitive language indicating said notice must be responded to within the designated time frame and that owner(s), their legal heirs or representatives— will forfeit any and all claim of ownership of the cemetery lot or burial unit(s) to the township if all requirements are not met.

#### Sec. 22-181. - Records.

The township clerk shall maintain <u>all</u> records concerning <u>all</u>-burials, issuance of burial permits, and any perpetual care fundownership records, and repurchase and/or forfeiture records, separate and apart from any other records of the township<u>and the same</u>. Such records shall be open to public inspection at <u>all reasonable during the township's regular</u> business hours.

#### Sec. 22-182. - Vault.

All regular <u>casket</u> burials shall, <u>at minimum</u>, be within a standard concrete vault <u>to be</u> installed or constructed in each burial <u>spaceunit</u> before interment. Any other arrangement of regularNo casket burial <u>mustshall</u> take place without said vault. Cremains shall be preauthorized in a container approved by the township clerk with the approval of the township board.

#### Sec. 22-183. -- Cemetery hours.

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The cemetery shall be open to the general public from dawn to dusk each day. No9:00 am to 9:00 pm. Except for authorized township staff, no person shall be permitted in the township cemeteries at any time other than the foregoingstated hours, except upon permission of the township clerk or authorized representative of said clerk... Cemetery hours will be posted on site at the township's cemeteries, as well as on the township website.

Sec.

#### 22-184. - Penalties

Any person, firm, or corporation who violates any of the provisions of this <u>articleOrdinance</u> shall be guilty of a <u>municipal</u> civil infraction as defined in Ordinance 092500-1 and shall be subject to the penalties defined and determined by a court of competent jurisdiction. Each day that a violation continues to exist shall constitute a separate offense. Any prosecutions hereunder shall not prevent <u>separate</u> civil proceedings for abatement and termination of the <u>activity complained of violation</u>.

Section 2. <u>Severability</u>. The various parts, sections, and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

Section 3. <u>Effective Date</u>. This Ordinance shall become effective 30 days after publication in a newspaper of general circulation in the Township.

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

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

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

Ordinance No. \_\_\_\_\_\_ declared adopted.

Jo DeMarco, Ada Township Clerk

#### CERTIFICATION

I, the duly qualified Clerk of Ada Township, hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Ada Township Board at a regular meeting held on and, that public notice of said meeting was given pursuant to Act No. 267,

Public Acts of Michigan, 1976, 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.

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Jo DeMarco, Ada Township Clerk

February 19, 2025

Memo to the Ada Township Board of Trustees

Subject: Status of Boards/Committees and request for confirmation of appointments

As part of my review of the board/committees in place for Ada Township, I have taken a light approach to many revisions in light of the fact an extensive review and restructuring occurred within the last few years and the framework is useful and manageable. One change I would, however, propose, is the elimination of the IT Committee altogether and its duties folded into the responsibility of the Administrative Committee.

Secondly, for the following Committees, please accept this as my request for approval of the following:

**Township Committee Appointments** 

- a. Administrative Committee (Tom Korth, Jo DeMarco, Kevin Moran)
- b. Buildings, Grounds, Utilities Committee (Tom Korth, Bob Proos, Kevin Moran)
- c. Personnel Committee (Tom Korth, Jo DeMarco, Erin Damstra)
- d. Public Safety Committee (Tom Korth, Bob Proos, Dan Carter)
- e. Trails Committee (Bob Proos)

Finally, I propose that all remaining committees with members currently serving in office to Ada township remain in those posts unless my office requests a formal change.

Thank you,

Tom Korth

Ada Township Supervisor



### Township Manager Report for February 19, 2025 Submitted by Township Manager Julius Suchy

### Charter Spectrum Expanding into Ada Township:

I received an update that Charter Spectrum has begun expanding its services in several rural Townships in Kent County. Specifically, to Ada Township, they have built and activated service on McCabe from 4 Mile to Bailey Drive, then heading to the east to Vergennes Township.

### **Connecting Community Campaign Update:**

Loren Crandell, Baton Collective, and I met with the co-chairs (Cherri DeVos and Steve and Amy Van Andel) for the Connecting Community Campaign to provide an update on the project and the preliminary design at 30% completion. The meeting went well, and we received questions and feedback that we will follow up on.

### Senate Passes Amended Minimum Wage Measure; Earned Sick Time Changes Expected Next Week

Per the Michigan Township Association - by a bipartisan vote, the Senate Thursday evening passed Senate Bill 8 to amend the changes to the minimum wage law set to take effect Feb. 21. Sponsored by Sen. Kevin Hertel (D-St. Clair Shores), the legislation's main provisions address lowering the tipped wage; however, it also moves the minimum wage to \$15 per hour in 2027 (Michigan Supreme Court policy was \$14.97 in 2028). SB 8 is also tie-barred to House Bill 4002, sponsored by Rep. John Roth (R-Green Lake Twp.), that would amend the Earned Sick Time Act (ESTA)—also scheduled to take effect on Feb. 21. Both the House and Senate continue to work on changes to both measures before the Feb. 21 effective date. Staff will continue to monitor this and provide updates as they are available.

### FY 2025-26 Budget Update:

I will continue to work with staff to finish minor adjustments to the draft budget, which will be presented at the March 10, 2025, board meeting, which will include a public hearing for the budget.

### **Trail Wayfinding Project Update:**

Staff continues to work with Corbin Design and Metro Signs on the color of the font the shop drawings and other details before fabrication.

### **Revize Website Update:**

Due to time constraints, the website is delayed until after the budget process has been completed.

### **Committee Updates:**

With the approval of committee appointments on this agenda, I will work to schedule committee meetings in the upcoming weeks as needed.