



ADA TOWNSHIP REGULAR BOARD MEETING
AGENDA
MONDAY, SEPTEMBER 28, 2020
7:00 P.M.

NOTICE REGARDING ELECTRONIC PARTICIPATION

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

Topic: Ada Township Board - 09-28-20
Time: Sep 28, 2020 07:00 AM Eastern Time (US and Canada)

Click to join videoconferencing by computer/tablet/smartphone:
<https://us02web.zoom.us/j/86463916513>

One tap mobile:
+16468769923,,86463916513# or
+13017158592,,86463916513#

Dial-in phone audio
1- 646-876-9923
1-301-715-8592
Meeting ID: 864 6391 6513

- I. CALL TO ORDER--PLEDGE OF ALLEGIANCE
- II. MOMENT OF SILENCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA

V. GENERAL TOWNSHIP BUSINESS

Motion to accept and file reports/communications under consent agenda:

A. RECEIVE AND FILE VARIOUS REPORTS AND COMMUNICATIONS

1. PARKS, RECREATION, AND LAND PRESERVATION ADVISORY BOARD MINUTES –AUGUST 13, 2020
2. ADA HISTORICAL SOCIETY MINUTES – JULY 9, 2020
3. ADA TOWNSHIP DDA MINUTES – AUGUST 10, 2020 REGULAR MEETING AND AUGUST 10, 2020 SEMI-ANNUAL INFORMATIONAL MEETING
4. ADA TOWNSHIP ZONING BOARD OF APPEALS MINUTES – AUGUST 11, 2020
5. UTILITY ADVISOR BOARD MINUTES – AUGUST 20, 2020
6. ASSESSING DEPARTMENT UPDATE – SEPTEMBER 18, 2020
7. HISTORICAL SOCIETY MUSEUM MANAGER WEEKLY REPORT – SEPTEMBER 18, 2020
8. 1022 BUTTRICK PROPERTY “OPTION AGREEMENT” UPDATE –SEPTEMBER 18, 2020
9. ADA DRIVE SANITARY SEWER PROJECT INCIDENT UPDATE REPORT – SEPTEMBER 21, 2020
10. TOWNSHIP MANAGER REPORT – SEPTEMBER 28, 2020
11. LIBRARY/COMMUNITY CENTER PROJECT STATUS REPORT – SEPTEMBER 21, 2020

VI. APPROVAL OF WARRANTS

A. TOWNSHIP GENERAL WARRANTS

VII. PUBLIC COMMENT

VIII. BOARD MEMBER COMMENT

IX. UNFINISHED BUSINESS

A. PUBLIC ACCESS WIFI IN LEGACY PARK – KENT COUNTY CONTRACT FOR PROVISION OF FUNDING FOR WIFI EQUIPMENT AND SERVICES

X. NEW BUSINESS

A. CHANGE ORDER 5 TO ERHARDT CONSTRUCTION CONTRACT FOR LIBRARY/COMMUNITY CENTER

B. CHANGE ORDER 6 TO ERHARDT CONSTRUCTION CONTRACT FOR LIBRARY/COMMUNITY CENTER

XI. OPPORTUNITY FOR ADDITIONAL PUBLIC COMMENT

XII. ADJOURNMENT

V. GENERAL TOWNSHIP BUSINESS

Motion to accept and file reports/communications under consent agenda:

A. RECEIVE AND FILE VARIOUS REPORTS AND COMMUNICATIONS

- 1. PARKS, RECREATION, AND LAND PRESERVATION ADVISORY BOARD MINUTES –AUGUST 13, 2020**
- 2. ADA HISTORICAL SOCIETY MINUTES – JULY 9, 2020**
- 3. ADA TOWNSHIP DDA MINUTES – AUGUST 10, 2020 REGULAR MEETING AND AUGUST 10, 2020 SEMI-ANNUAL INFORMATIONAL MEETING**
- 4. ADA TOWNSHIP ZONING BOARD OF APPEALS MINUTES – AUGUST 11, 2020**
- 5. UTILITY ADVISOR BOARD MINUTES – AUGUST 20, 2020**
- 6. ASSESSING DEPARTMENT UPDATE – SEPTEMBER 18, 2020**
- 7. HISTORICAL SOCIETY MUSEUM MANAGER WEEKLY REPORT – SEPTEMBER 18, 2020**
- 8. 1022 BUTTRICK PROPERTY “OPTION AGREEMENT” UPDATE –SEPTEMBER 18, 2020**
- 9. ADA DRIVE SANITARY SEWER PROJECT INCIDENT UPDATE REPORT – SEPTEMBER 21, 2020**
- 10. TOWNSHIP MANAGER REPORT – SEPTEMBER 28, 2020**
- 11. LIBRARY/COMMUNITY CENTER PROJECT STATUS REPORT – SEPTEMBER 21, 2020**

VI. APPROVAL OF WARRANTS

A. TOWNSHIP GENERAL WARRANTS

VII. PUBLIC COMMENT

VIII. BOARD MEMBER COMMENT

IX. UNFINISHED BUSINESS

A. PUBLIC ACCESS WIFI IN LEGACY PARK – KENT COUNTY CONTRACT FOR PROVISION OF FUNDING FOR WIFI EQUIPMENT AND SERVICES

X. NEW BUSINESS

A. CHANGE ORDER 5 TO ERHARDT CONSTRUCTION CONTRACT FOR LIBRARY/COMMUNITY CENTER

B. CHANGE ORDER 6 TO ERHARDT CONSTRUCTION CONTRACT FOR LIBRARY/COMMUNITY CENTER

XI. OPPORTUNITY FOR ADDITIONAL PUBLIC COMMENT

XII. ADJOURNMENT

**ADA TOWNSHIP PARKS, RECREATION AND LAND PRESERVATION ADVISORY BOARD
MINUTES OF THE THURSDAY AUGUST 13, 2020 REGULAR MEETING
8:30 A.M., VIA VIDEO/AUDIO CONFERENCING**

1. Call meeting to order/roll call

Present: Schmottlach, Levick, Terwilliger, Steketee, Crosby, Haga, VandenBerge, Roe
Absent: Nowak, Jacobs, Damstra

Staff Present: Ferro, Fitzpatrick, Ergang, McCormick

Public Present: None

2. Approval of agenda

Roe moved, Haga supported, to approve the agenda as presented. Motion carried unanimously by roll call vote.

3. Approval of minutes of the July 9th, 2020 meeting.

Steketee moved, VandenBerge supported, to approve the minutes as presented. Motion carried unanimously by roll call vote.

4. OCBA proposal - Roselle Park Shelter/Picnic Area/ Parking lot project

Fitzpatrick presented an overview and referred to summary of details in the packet. He noted that this was a revised proposal from OCBA after a DNR grant was not awarded last year. The new proposal was for \$55,900.00, up from the earlier proposal of \$44,800.00. The new design proposal was for two years and included additional services of engineering, soil testing and electrical. Haga added comments on getting board approval for the two years and Fitzpatrick to get this report to him by Monday 8/17/20 for the Township Board 8/24/20 meeting agenda.

Haga moved, Schmottlach supported, to recommend approval of the OCBA proposal for \$55,900 service for Roselle park project for over 2 year period. The motion carried unanimously by a roll call vote.

5. House adjacent to Ada Park – Potential Purchase

Fitzpatrick gave an overview on a property and house at 1022 Buttrick now available for purchase. The lot is surrounded by Ada Park. Purchase of this property meets the long-range goals of the Community Recreation Plan and Ada Park Master Plan. Haga, Ferro and Fitzpatrick met with family members on Wednesday to talk about the procedures for, and interest in, the purchase of this property. The family is working with their lawyer to review an option to purchase agreement. The owner of the property suggested a purchase price over \$300,000 but a price was not determined yet. A purchase price would go into the option to purchase agreement. The family also requested that the house not be taken down and would like to get this sale done by the end of October. The Township would need to get an appraisal of the property and inspections. We need the PRLP Boards approval to get this going. Fitzpatrick noted this is a short timeframe to act, but due to the passing of a family member, the family wishes to process the sale of the house quickly. Fitzpatrick noted potential uses of the house included housing parks administrative services and storage needs

Crosby moved, Schmottlach supported, to approve taking steps to secure an option to purchase the property. The motion carried unanimously by a roll call vote.

6. Committee Report and updates

- a. **Facilities/Program Committee** – The group had not met so no updates.
- b. **Trails & Connect Ada Committee** – Ferro stated that with the passing of the Trail millage in the August election, the trail committee will next get busy on project planning and finance needs for next year.
- c. **Stewardship Committee updates** – Ferro stated that he has talked with Norm Byrne's office, owner of property in the Chase lake area, and that he is waiting on some dates to meet. Crosby stated she was in touch with Jim Vogt, a river property owner on Pettis north of Knapp, and in the process of closing his business and retiring. He is willing to talk to Joe Engle from Land Conservancy of West MI to preserve the property. They will be discussing this matter more in September.
- d. **Rules Committee** – Fitzpatrick stated have not met yet. Focus of next meeting to be on updating the park rules and setting the facility use pricing and guidelines for Legacy Park.

7. Directors Report

Fitzpatrick provided an update on projects, programs and facility use and referred to his report for more details. Fitzpatrick stated that due to COVID-19, we continue to have a decline in park rentals and that the room at Roselle Park is still limited to 10 people for inside rentals. He stated early estimates for lost revenues in rentals, where last year Roselle had \$17,000 and this year, we are at \$7,500. Also, for Ada Park, rentals are down from \$11,000 last year to \$1,400. A more complete report is being prepared. He also noted that we have put on hold hiring the Recreation Program Assistant and Intern positions until further notice.

8. Board Member Comment

Haga stated that the Board of Trustees approved a contract for Julius Suchy as the new Township Manager. He will be starting September 14th. Haga will be starting part-time in September as well with the Water Utilities responsibilities being contracted out. McCormick provided an update on softball programs noting a late start this year due to COVID-19. He noted that we had 15 teams for summer league, we just started our fall league with 17 teams and 4 tournaments were held this summer where normally we have 7. He is working on getting a youth league set up for this fall.

9. Public Comment – None

10. Adjournment

Meeting adjourned at 9:21 a.m.

Respectfully Submitted,

Jacqueline Smith, Ada Township Clerk

IA2

Minutes of August 13, 2020
Ada Historical Society
Board of Directors Meeting
(Meeting was held via Zoom)

1. **Call to Order:** President Veldkamp called the meeting to order at 3:06 pm.

Present: Crosby, Ferro, Hoover, Kroon, Mulligan, Moran, Thompson, Veldkamp, Vierson, Wildes.

Absent: Czekai, DeGood (due to technical difficulties), Sefton.

Others Present: M. Bolhuis, D. Bolhuis, Haga, Mieras, Penninga, Sullivan.

2. **Approval of Agenda.** Mulligan supported by Kroon moved to approve the agenda. The motion carried.

3. **General Business - Consent Agenda**

- A. Minutes of July 9, 2020

- B. Receive and File Reports and Communications:

- Collections Committee
- Display Committee
- Publicity Committee
- Facilities
- July Financial Report
- Gardener's Report
- Programs & Gift Shop report

Veldkamp approved the Consent Agenda.

4. **Public Comment:** Mieras related for several weeks she has been working on an annual fundraising plan. She has met with Crosby, Wildes and Veldkamp in that regard. There will be more to come.
5. **Board Comment:** Kroon related he attended the dedication of the new pavilion. It was really nice, Haga gave a good speech and a jazz quartet played. Kroon thanked Haga for doing such a nice job on speaking. Ferro related she attended also and it was really nice. She is excited about having concerts there. Veldkamp related it was very nice. Haga related the Township Board approved the hiring of a Township Manager. He is currently serving as the village manager of Sparta. He will start with Ada Township on September 14.

6. **Unfinished Business.** None.

7. **New Business** - Committee Reports:

- a. **1. Finance Report.** Kroon presented the financial reports. The reports are in a new format. He would like authorization to cover the museum expansion invoice. There will be additional payments for museum expansion as we go along. These invoices will be approved on a payment by payment basis. Wildes informs him when payments are due. The next invoice will be in the amount of \$10,944. He would like the Board to give approval for disbursements. Thompson supported by Mulligan moved to approve the payment. The motion carried. M. Bolhuis related there will be an invoice after September for ribbon and the Christmas wreaths. M. Bolhuis related the same number of wreaths have been ordered as last year except one more large wreath has been added. Changes to the order can be made before November. M. Bolhuis related she will be taking care of the orders as usual.

- b. **Programs & Education:** Vierson related everything has been cancelled for the year. She would like to still hold the bee keeping event on August 27 as that can be done outside. The event is limited to 20 people including volunteers. Wildes related 20 is a great number and a way to do something. Pre-registration will be required. (Note: the event was later canceled). Veldkamp related Mark from the Parks Department wants to hold one concert this year at the new pavilion. Veldkamp will arrange for the music group. Vierson related there isn't a lot of access to the gift shop with just being open one afternoon per week. She wants to hold off on purchasing new merchandise. Ferro related we need to pursue the ability to purchase from the website. She would be happy to be part of that. A discussion ensued. Moran and Ferro both volunteered to obtain information in that regard for the next board meeting. Crosby commented on the sale of our history books. Cascade Township sold two books. They are doing a good job promoting for us. Ada Township also has our books for sale.

- c. **Museum Manager:** Wildes related she was able to procure an exhibit celebrating the 100th anniversary of womens right to vote from the National Archives. The exhibit is in the community room for viewing.

- d. **Collections.** Wildes related she is arranging for streamlining the operation of pictures on the soda fountain since everyone is struggling with it. Haga related the Adaview is coming out shortly and there is an opportunity for updates regarding the museum. Wildes related she has submitted already since the August deadline covers the months of September, October and November. Wildes related new items have been accepted per the Collections Report under the Consent Agenda.
- e. **Fund Raising Committee:** Mieras related this was covered previously in the meeting under Public Comment.
- f. **Facilities:** Hoover related he and Dale repainted the outhouse. Someone put a mannequin in there sitting with its pants down. He has nick named it "Smiling Sam". He thanked whoever was responsible as we all need a good laugh during this time of pandemic. Hoover further related he met with Haga earlier this week regarding the gutter estimates. He is trying to obtain a third estimate. Thompson asked Haga how the barn painting estimates are going. Haga related he needs one more estimate. Hoover then asked about the barrels in the barn as they need to be moved prior to the wreath sale. Moran related finding another home for them has gone nowhere.

8. **PUBLIC COMMENT:** None presented.

9. **OPEN DISCUSSION:** Mulligan gave an update on the podcast. It is coming together and he is looking forward to using the podcast room at the new library.

10. **Adjournment.** The meeting was adjourned at 4:51 pm.

Respectfully submitted,

Marilyn Thompson

VA 3

**ADA TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
BOARD OF DIRECTORS
MINUTES OF THE AUGUST 10, 2020 MEETING**

DRAFT

A regular meeting of the Ada Township Downtown Development Authority (DDA) was held on Monday, August 10, 2020, 8:00 a.m. via video/audio-conferencing, in conformance with the Michigan Governor's Executive Order concerning temporary authorization of remote participation in public meetings.

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 8:00 a.m. by Chairperson, Bowersox.

BOARD MEMBERS PRESENT: Terry Bowersox, Dawn Marie Coe (arrived 8:04A), George Haga, Bryan Harrison (arrived 8:03A), Devin Norman, Margaret Idema, Justin Knapp, Ted Wright

BOARD MEMBERS ABSENT: Vanderwulp

STAFF AND OFFICIALS PRESENT: Elaine Buckley, Administrative Assistant; Jim Ferro, Planning Director; Kevin Moran, Township Treasurer

PUBLIC PRESENT: 3

II. APPROVAL OF AGENDA

It was moved by Idema, seconded by Norman, to approve the agenda as presented. Motion passed unanimously.

III. APPROVAL OF MINUTES OF THE JULY 13, 2020 MEETING

Idema pointed out the Election of Officers reads Haga as Vice Chair. Idema stated she is the Vice Chair and that a correction to the minutes was necessary. All members agreed with correction. It was moved by Norman, seconded by Harrison, to approve the minutes of the July 13, 2020, meeting as amended to identify Idema as Vice-Chair. Motion passed by 7-0 roll call vote, 2 absent; Coe, Vanderwulp.

Harrison arrived at 8:03 a.m.
Coe arrived at 8:04 a.m.

IV. CONSIDER APPLICATION FOR RESOLUTION OF SUPPORT FOR REDEVELOPMENT AREA LIQUOR LICENSE APPLICATION, GRACE COFFEE, LLC/DBA MUDPENNY, 496 ADA DRIVE

Ferro stated that Matthew Fuller, Applicant, from Mudpenny was present. Idema asked if current customers that arrive for breakfast and lunch request alcohol. Mr. Fuller stated that currently quite a few customers that come in for breakfast have an interest to order cocktails; like Mimosa or Bloody Mary. Mr. Fuller presented that Mudpenny has planned more ticketed events, dessert dinners, and chef dinners with more opportunity to expand their hours and to serve alcohol, upon the approval of the liquor license.

Norman asked if a temporary license is allowable. Harrison stated the DDA has the ability to issue liquor license that is temporary and there are DDA Grants available to give. Harrison stated he was in support of Mudpenny's request. Norman noted there are limited number of liquor license allowed based on two things; the amount of redevelopment and the population of the community. Norman added that this would be the third and final license available. Ferro confirmed this is the final liquor license for now with potential of one additional license depending on future investment levels in the defined redevelopment area. Ferro stated The General Store was the first liquor license approved. The second license was approved for Luna knowing the current limit of 3 at that time.

Following further discussion, Knapp stated he would like to move forward on this request with the support that DDA is doing everything possible to promote business in Ada. Coe and Bowersox agreed with Knapp.

Haga pointed out the agenda/packet states "Consider Application for Resolution of Support," however, there is not a Resolution Number assigned or a draft Resolution included.

It was moved by Haga, supported by Harrison, to recommend approval the application of Grace Coffee, LLC/dba Mudpenny, for a Redevelopment district liquor license under Resolution R-DDA-081020-3. Motion passed by roll call vote: 7 Yes: Bowersox, Coe, Haga, Harrison, Idema, Knapp, Wright;
1 No: Norman; 1 Absent: Vanderwulp

V. ADOPTION OF 2020 MILLAGE RATE

A. RESOLUTION R-DDA-08-10-20-1, TO CONSIDER ADOPTION OF 2020 "ADDITIONAL MILLAGE RATE"

Ferro stated every year the DDA Board is required to establish their millage rate. There are two optional millage rates the DDA can approve. Ferro stated one millage rate is permitted without holding a public hearing. The second, a slightly higher millage rate, is permitted only after a public hearing is held. Ferro stated last month the DDA Board decided to hold a public hearing. The two alternative millage rates are 1.9454 mills or 1.9724 mills, which is .027 mills difference.

It was moved by Knapp, seconded by Bowersox, to adopt the Resolution R-DDA-081020-1 to consider adoption of 2020 additional millage rate. Motion passed by 8-0 roll call vote, with 1 absent.

B. PUBLIC HEARING REGARDING ADOPTION OF ADDITIONAL MILLAGE RATE

Bowersox opened the public hearing on consideration of the adoption of the millage. No public comment was presented. It was moved by Harrison, seconded by Norman, to close the public hearing. Motion passed unanimously.

C. RESOLUTION R-DDA-08-10-20-2, ADOPTION OF 2020 MILLAGE RATE

It was moved by Harrison, supported by Haga, to adopt Resolution R-DDA-081020-2, to adopt 2020 millage rate of 1.9724 mills. Motion passed by 8-0 roll call vote, with 1 absent.

VI. STAFF/COMMITTEE UPDATES

A. RECAP OF VAN ANDEL FAMILY PAVILION DEDICATION EVENTS

B. DDA FINANCIAL REPORT, 7/31/20

Ferro stated there was a dedication event for the Van Andel Family Pavilion to recognize the Dave and Carol Van Andel family as the major donors for the performance space in Legacy Park. Ferro stated there were many other events planned, with social distancing measures in-place. Ferro stated there was a children's program, a sunrise yoga class, and all events were extremely successful in a manageable and safe manner.

Ferro said there was nothing significant to report in the DDA Financial Report. Ferro reported a payment for street sweeping in June and a returned fee to a sponsor for the Beers at the Bridge cancelled event.

VII. BOARD MEMBER COMMENT

Idema asked for an update on repair of the “uneven” sidewalk on Bronson Street. Ferro stated the sidewalk was reviewed. Ferro reported two ways to repair; replace sections of the sidewalk or grind down the raised cement edges. Coe shared the concern of the sidewalk and was in favor of the grind down option. Ferro will look into cost options.

Idema reported concern of the graffiti along Ada Drive, the tunnel at Rix Street, and a utility box. Harrison suggested a few methods of removal of the graffiti. Haga stated he will have the township Building and Grounds staff take a look at it.

Coe reported concern of the overgrown bike path on Fulton Street, heading east into Ada. Following discussion by members, Ferro stated the Trail Committee has a list of potential projects and the plan of when they get accomplished. Norman noted the trail needs to be cleaned and maintained. Haga stated the trail will get looked at.

VIII. PUBLIC COMMENT

No public comment.

IX. ADJOURNMENT

It was moved by Norman, seconded by Harrison, to adjourn the meeting at approximately 8:48 a.m. Motion passed unanimously.

Respectfully submitted:

Devin Norman, Secretary

rs:eb

**ADA TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
BOARD OF DIRECTORS
MINUTES OF THE AUGUST 10, 2020, SEMI-ANNUAL INFORMATIONAL
MEETING**

DRAFT

A regular meeting of the Ada Township Downtown Development Authority (DDA) Semi-Annual Informational Meeting was held on Monday, August 10, 2020, 8:30 a.m. via video/audio-conferencing, in conformance with the Michigan Governor's Executive Order concerning temporary authorization of remote participation in public meetings.

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 8:50 a.m. by Chairperson, Bowersox.

BOARD MEMBERS PRESENT: Terry Bowersox, Dawn Marie Coe, George Haga, Bryan Harrison, Devin Norman, Margaret Idema, Justin Knapp, Ted Wright

BOARD MEMBERS ABSENT: Vanderwulp

STAFF AND OFFICIALS PRESENT: Elaine Buckley, Admin. Asst., Jim Ferro, Planning Director, et

PUBLIC PRESENT: none

II. INFORMATION ON DDA EVENTS AND PROJECTS

Ferro informed the Board he included in the packet an informational summary of programs and projects the DDA had in 2019 and welcomed any questions or comments. Ferro also included a synopsis of events that were planned for 2020 with many events that were cancelled, including the Leprechaun Hunt, and all three Beers at the Bridge events. Ferro stated there are two upcoming Fall events that are uncertain at this time. Ferro stated filling the vacant DDA Coordinator position has been postponed and will be reviewed again at a later time.

Ferro stated the projects that were completed were street sweeping and the holiday garland and lighting installation removed in the Village. Ferro stated the Farmers Market is up and running through September or October, with social distancing regulations in place.

Idema asked for an update on the hiring of a Township Manager. Haga stated a contract has been negotiated with Julius Suchy, current Village Manager of Sparta, MI, and would be reviewed for approval at the Board Meeting today.

III. ADJOURNMENT

It was moved by Norman, seconded by Idema, to adjourn the meeting at approximately 8:53 a.m. Motion passed unanimously.

Respectfully submitted:

Devin Norman, Secretary

rs:eb

VA4

**ADA TOWNSHIP ZONING BOARD OF APPEALS
MINUTES OF THE TUESDAY, AUGUST 11, 2020, REGULAR MEETING**

DRAFT

A regular meeting of the Ada Township Zoning Board of Appeals was held on Tuesday, August 11, 2020, 4:30 p.m. The meeting was held by video/audio-conferencing, in conformance with the Michigan Governor's Executive Order.

CALL TO ORDER

The meeting was called to order by Chair Dixon at 4:34 p.m.

ROLL CALL

Members present: Burton, Dixon, McNamara, Nuttall, Smith
Members absent: 0
Staff Present: Bajdek, Buckley, Ferro
Public: 1

APPROVAL OF AGENDA

Moved by McNamara, supported by Smith, to approve the agenda as presented. Motion carried with roll call vote 5-0.

APPROVAL OF MINUTES

Moved by Smith, supported by Burton, to approve the July 23, 2020 special meeting minutes as presented. Motion carried with roll call vote 5-0.

UNFINISHED BUSINESS – None.

NEW BUSINESS

1. **Request for setback variances from the Accessory Building standards for the R-3 zoning district to allow for the construction of a replacement 582 sq. ft. (22.2' x 26.2') detached garage:**
 - from the required rear yard setback of 20 feet to a width varying from 4 feet to 5 feet; &
 - from the required minimum side yard setback of 20 feet to a width varying from 5 feet to 6 feet

Theodore L. Johnson & Patricia Cornelisse, 818 Sarasota Ave. SE, 41-15-31-302-047

Dixon invited the applicant to present her request. Ms. Cornelisse explained that the variance request is to allow for a new detached garage to be constructed in the same location as a previously existing garage from the 1950's that was recently demolished and determined to be nonconforming.

Bajdek summarized the request as included in his staff memo. Bajdek stated a new detached garage is planned to be constructed in the same location to replace a recently demolished detached two (2) stall garage that did not conform with the current rear and side yard setbacks. The 'new' garage is planned to be erected in the same location as the previously existing detached garage, at the southeast corner of the property. Bajdek stated the property is .339 acres and is located at the southeast corner of Ada Drive and Sarasota Avenue and is within a fairly compact/higher density neighborhood. Ingress/egress to the property is via a private driveway from Sarasota Avenue, with the driveway located along the south property line; the site has no direct vehicular access to Ada Drive. The home is situated at the southeast portion of the property, does not contain an attached garage, and is in fairly close proximity to the location of the existing slab/proposed 'new' garage. There is also a garden shed which is 84 sq. ft. that exists on the southern portion of the property. The northern portion of the site consists of a fair number of trees and lawn

area; there are no site improvements in this area of the site. The applicant stated that they did explore other placement locations for the 'new' garage, as well as reducing its size, but neither was deemed practical.

Bajdek reviewed the criteria which must be met in order for the Zoning Board of Appeals to grant a variance:

1. Whether unique physical circumstances exist which cause a "practical difficulty" in complying with the Zoning Ordinance standards.

Limited land space available in the 'improved area' of the site (and that is the area of the site that contains the dwelling, private driveway, the slab of the previously existing garage, and a garden shed). The layout of the dwelling and associated deck creates a "practical difficulty" and differentiates this property from other properties justifying the requested variances.

2. Whether granting the variances would alter the essential character of the area.

The granting of the variances would not alter the essential character of the area.

3. Whether the circumstances leading to the variances are self-created.

The applicant did not create the setback nonconformances of the previously existing garage, which was demolished prior to consulting with the Township on reconstruction regulations/requirements.

4. Whether amending the Zoning Ordinance standards is a more appropriate remedy to the situation.

An amendment of the Zoning Ordinance is not deemed as an appropriate remedy to the situation.

Bajdek concluded due to limited land space available in the 'improved' portion of the property, as well as the layout of the dwelling and associated deck, a "practical difficulty" exists in being able to comply with the current rear and side yard setback standards of the Zoning Ordinance to erect a reasonably sized and functional detached garage. The proposed location of the detached garage will not adversely affect the surrounding properties. Bajdek stated approval of the request for variance is recommended by staff.

Chair Dixon opened the public hearing. There was no public comment, and the public hearing was closed.

Following Board member discussion, it was moved by Smith, supported by Burton, to approve the variance request, based on the findings that the required standards to grant the variances have been satisfied.

Motion passed by 5-0 roll call vote.

CORRESPONDENCE

No correspondence was received.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

Moved by Nuttall, supported by McNamara to adjourn meeting at 4:48 p.m.

Respectfully submitted,

Jacqueline Smith
Ada Township Clerk

rs:eb

V A 5

UTILITY ADVISORY BOARD
Thursday, August 20, 2020
8:30 a.m.
Minutes

AGENDA

Present: Brian Vu, Chuck Schroeder, Darrel Schmalzel, Doug La Fave, Eric DeLong, James Hurt, Jeff McCaul, Jenessa Carter, Mike Grenier, Sam Giffel, Tim Bradshaw, Tim Burkman, Wayne Jernberg, Bill Kaiser, Lindsay Sagorski

Approval of Minutes – June 18, 2020

The meeting was called to order at 8:32 am by Mr. DeLong.

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

MOTION CARRIED.

Public Comment on Agenda Items

None

Approval of Agenda

Motion to approve agenda by Mr. Grenier second by Mr. Kaiser.

Introduction of New Water System and Environmental Services Leadership – Eric DeLong

Mr. DeLong introduced Mr. Jernberg as the new Water System Manager and Mr. Grenier as the new Environmental Services Manager. He thanked them for their leadership and wishes them the best in their new roles.

Mr. Jernberg thanked Mr. DeLong and looks forward to continuing to work with each partner community. If partner communities have questions or concerns, please don't hesitate to reach out to him. Mr. Grenier also thanked Mr. DeLong. He is impressed with the work that ESD staff continues to do.

Presentation on the New Lead Service Line Web Tool – Wayne Jernberg

Mr. Jernberg gave a presentation on the new lead service line web tool. From January 1st-June 30th, 239 lead services lines have been replaced due to emergency leaks and capital projects. The new web tool allows residents to search for their property address to determine the service line material of the publicly and privately owned water service line serving the property. For the last couple of years, water staff has been populating service line information in Cayenta using historical data such as plumbing and tap records.

Mr. Jernberg gave an overview of the map. Mr. Hurt asked if the map is now available? Mr. Jernberg said yes, it is available on the City's website. Ms. Contreras will share the link.

Updates

Biodigestion Update

ACO - Eric DeLong

Mr. DeLong spoke about the notice of violation that the City of Grand Rapids received. He thanked Mr. Kaiser and the staff at the wastewater plant for their work on this. The steps that the City has taken to resolve this issue is by restoring relationships with the Air Quality Division at the Department of Environment, Great Lakes, and Energy (EGLE) and exploring supplemental environmental projects that could be done. Mr. DeLong explained that the administrative process for the violation entails paying the fine or completing a supplemental environmental project that both parties agree would advance their joint goals to protect the environment. Staff analyzed various projects that could fall under the criteria but could not find one. The air quality monitoring, water quality modeling, and lead service line replacements were some of the projects that were considered. The projects were proposed to EGLE but were deemed either not innovative or too expensive. Additionally, the supplemental environmental project proposal would be more expensive because the City would've had to pay for the project and a portion of the fine.

The initial fine from EGLE's ACO draft was around \$86,000. Mr. Kaiser worked closely with the Air Quality Division at EGLE and other parties involved to negotiate the fine. The final fine for the violation is \$50,000. This amount was recommended to the City Commission. On August 11, the City Commission approved the execution of the ACO. The next step is for EGLE to publish the ACO draft, it will be available for 30 days, and if there are no comments/changes the ACO will be executed.

Project Report – Brian Vu

Mr. Vu gave a presentation on the progress of the Biodigester project. The presentation included pictures of the waste storage tank, electrical room, chemical feed pumps gas flares and storage dome, and the RNG piping. Ms. Contreras will email the presentation to the board members.

Mr. Bradshaw said that the last update that was given of the biodigester, the project was going to be in-service approximately this summer. Now it will be in service sometime in March of next year. How will that affect rates this upcoming year and the following year? Ms. Carter said that the City is currently in the process of completing its year-end financials, and the rate study for 2021 will begin. She expects to have more of those discussions at the next meeting. Mr. Vu is working on finalizing the timeline of the project that will help to choose the best possible method that will take into consideration all the assets and the preloading of the \$30 million that was approved by UAB last year. Mr. Bradshaw also asked that he has heard that the waste characterization/ consistency will be different from Founders compared to when the project originally began. Is that true, if so will that affect potential gas revenue? Mr. Kaiser said that at this point there have not been any changes, and he feels that Founders has suspended more solids than what was originally thought. Mr. Vu mentioned that the stuff from the concentrated waste line will be going to the anaerobic tank which is the third tank that will be completed. That will not affect the gas production of the other two tanks.

Mr. DeLong said that as of now the budget for the project continues to be on track. Ms. Carter referenced the memo that was presented to UAB last year that highlighted the overall budget. As of now, 85% of the budget has been spent. With that information, she will start running possible scenarios that could affect rates. There have been no changes to the budget.

Mr. DeLong proposed that if members are interested in a tour of the biodigester, the board should plan to have the next meeting at ESD. Mr. Bradshaw and Mr. Szhmalzel both support the idea of a tour of the biodigester after the September meeting.

June & July Awards – Jeff McCaul

Mr. McCaul gave an overview of the project awards that were awarded in June and July. In June, three projects were awarded that includes the reconstruction of Mason Street from Monroe Ave to Division Avenue and Ottawa Avenue; reconstruction of Tremont Boulevard from Covell Avenue to Ravine Drive; and reconstruction of Woodward Lane from Sunnybrook Avenue to Fulton Street and Sunnybrook Avenue. All three of the projects are non-integrated.

In July, one project was awarded which includes the reconstruction of Prince Street, College Avenue, and Henry Avenue. This is a non-integrated project.

Comprehensive Master Plan – Wayne Jernberg

Mr. Jernberg gave an update on the Comprehensive Master Plan (CMP) for Water, Sewer, and Stormwater Services. This includes the update of the water distribution system, Lake Michigan Filtration Plant, Wastewater Collection System, Water Resources Recovery Facility, and Stormwater Collection System. A draft report will be submitted to staff on August 17, 2020, for review. The overall budget for the CMP is \$1,077,466.

Schedule and Zoning for Water

Mr. Jernberg spoke about the zoning document that is attached to the agenda. Mr. Jernberg referred to the map, there will be a section of the map that will be added to section 54. A portion of a main that is in Mason and a portion in Ottawa that goes up to Livingston tank. This is a zoned asset that will affect everyone east of the river. The percentages are attached, and the facility percentages have been updated. Things that have changed for water, the second water main that comes out of Livingston Reservoir and goes down Leonard Street towards Dean Lake. Essentially that is pushing more flow to the north and supplying more flow to Grand Rapids Township. The north communities are being supported by the transmission main. Ultimately, Cascade Township and Kentwood are getting a larger percentage of the flow that goes through East Paris.

If members have questions, please feel free to reach out to him.

Lead and Copper Sampling- Wayne Jernberg

Mr. Jernberg spoke about the lead and copper sampling that the Water System is currently conducting. Last year the 90th percentile for lead was a little over 6ppb which is below the state regulation of 15 ppb. This year due to COVID-19 restrictions, customers are conducting their water samples and the chemist is picking them up. Compared to last year the weather was a lot colder, and the water temperature was not as warm as this year. As of now, the 90th percentile for lead is trending at 8 ppb. Additionally, the 5th-liter draw has caused the 90th percentile to increase. The system is still below the state regulation of 15 ppb and the 12 ppb that will take effect in 2025.

Mr. Jernberg asked Mr. LaFave how East Grand Rapids sampling is going? Mr. LaFave said that they have conducted 24 water samples. He has had better participation from customers this year than in previous

years. He does not have any final numbers to report. Mr. DeLong asked the reasoning behind having the customer conduct the water sample rather than a chemist? Mr. Jernberg said that the decision was made due to COVID-19 restrictions.

Large Capital Projects- Wayne Jernberg

Two projects are currently occurring at the Lake Michigan Filtration Plant. The LMFP Pretreatment Project and the Livingston PS Project/Coldbrook Decommissioning that will impact partner communities. The pretreatment project included the installation of the plate settlers. The project cost totaled approximately \$15 million. There is still a portion of the project that will not be completed until 2021. The Livingston Pump Station is a dual facility that will have low-pressure water coming from the Lake and will enter the Livingston Reservoir. The pump station expansion and the new pumps that are being added are a Grand Rapids cost only, but the two pumps that are being replaced in the high service side is zone-gated assets. The pump station expansion and the installation of the two new pumps will not be service until 2021.

Utility Bill Assistance from the Department of Health and Human Services – Wayne Jernberg/Sam Giffel

Mr. Jernberg gave an update on the Utility Bill Assistance Program. Governor Whitmer set aside \$25 million of the Cares Funding Act for Utility Assistance. The City of Grand Rapids and Lansing will be the pilot communities for the program. For customers to qualify for assistance that individual would need to have arrearages and be a food assistance recipient. Customers that qualify could have up to \$1,400 of their bill waived. If there are funds still available, the water system would be eligible for a 25% bill credit. Currently, he and Ms. Giffel are waiting to receive a data share agreement with the Kent County Community Action that will allow the City to share customer billing data with DHHS to conduct a data match with their food assistance program.

Ms. Giffel added that another qualification is that the Water System cannot disconnect the water service of customers. She is happy to be able to help the customers that are in need. Currently, there are \$2.6 million in arrearages out 90 days. Mr. DeLong asked how the \$2.6 million of arrearages compare to previous years? Ms. Giffel said that compared to last year around this time it is about \$1 million over. She is noticing that customers and businesses are paying their bills slower.

Public Comment

None

Items from Members

Mr. Schmalzel congratulated Mr. Grenier and Mr. Jernberg on their promotion and wishes them the best in their new roles. Mr. LaFave also congratulated them. He also said that East Grand Rapids will be harvesting a lead service line for Grand Rapids as part of the Corrosion Control Study. Mr. Jernberg thanked him for his assistance in this project.

Next Meeting – September 17, 2020

The next Utility Advisory Board meeting is scheduled for September 17, 2020 and will take place at the Environmental Services Department.

Adjournment

The meeting was adjourned by Mr. DeLong at 9:45 am.

Memo

To: George Haga, Supervisor
From: Stephanie Boerman, Assessor *SB*
Date: September 18, 2020
Re: Assessing Department Update

Comments: We are currently completing 20% of the residential class field reviews for summer 2020. Most of the land values and economic condition factors have already been set for the residential class and we will be moving on to the agricultural, commercial and industrial classes in the next couple of weeks.

Below is an update on our active MTT cases:

- Vasilily Gagin – Valuation Appeal. Telephone Hearing has been set for 10/20/20.
- American Tower Mgmt. Inc – Valuation Appeal. Telephone Hearing has been set for 11/5/20.
- The Caves LLC – Valuation Appeal. Answer to petition was filed on 8/20/20.
- West Michigan Youth Ballet Company – Valuation Appeal. Answer to petition was filed on 9/14/20.

Thanks

V A 7

George Haga

From: Kristen Wildes <kristenwildes@gmail.com>
Sent: Friday, September 18, 2020 5:48 PM
To: Art Kroon; Barbara Mieras; Bernie Veldkamp; Carol Penninga; Chris Czekai; Crosby, Betty Jo; Frank Hoover; George Haga; Jan Brown; Jeanne Ferro; Kevin Moran; Marie Vierson; Marilyn Thompson; PATRIC SULLIVAN; Sandy Sefton; Tom Mulligan
Subject: Weekly report 9/14-9/18

Happy Friday all,

Rolling in at 5:30 on Friday, - better late than never! This week I have focused on:

1. **Exhibits** - Sadly, Mindy's mother died unexpectedly this past weekend. So not much happening with the new exhibit this week. I sent a sympathy card from her friends at AHS. Did meet with Marie about items for the trading post.
2. **Publicity** - Social media postings and emails sent about Rix's Trading Post gas station, the Centennial Properties presentation to Marilyn D, Ada Township concert at the amphitheater. Been working with the graphic designer of our logo on some new ideas. Stay tuned.
3. **Marketing** - met with sub-committee to begin process to switch over to new website that has improved offerings. We will be able to do so much more! Jen Czekai is leading the charge.
4. **Collections** - took in items from Vierson, Chuck & Ward, Cascade Library, and Rozeboom. Processed items with Karey on Tuesday. Began process of adding historic photos to database with Gary on Thursday.
5. **Facilities** - Communications sent out about cleaning/painting the picket fence and the decrepit condition of the garden fence. The trellis is leaning and has to be roped off so that it won't collapse on visitors.
6. **Connections** - Enjoyed attending the Centennial presentation and connecting with Marilyn T & D, Cindy and husband Mark, Bernie, Patric, Jeanne. Supplied a few historic images to Kevin for Township business. Briefly met Julius the new Township Manager. He mentioned coming soon to the museum to check us out. I will happily encourage that!

Enjoy this beautiful weather and take care,
Kristen



VA8

To: Ada Township Board of Trustees
Cc: George Haga, Ada Township Supervisor
From: Mark Fitzpatrick, Parks Director
Re: Follow Up on “Option Agreement” for 1022 Buttrick property
Date: September 18, 2020

At the September 14 meeting of the Ada Board of Trustees, the Board approved a motion to authorize presenting an “Option to Purchase Agreement” to the owner of the property at 1022 Buttrick.

Earlier this year, the property owners had discussed with us their preference to sell the property to the Township. The property is of interest to the Township due to its location adjacent to and surrounded on 3 sides by Ada Township Park.

On September 15, Park Director Mark Fitzpatrick personally presented the signed Option Agreement to two of the three owners. At that time the property owners stated that they did not wish to enter into an “Option Agreement”. As a result, they did not accept or sign the “Option Agreement”. One of the owners has also discussed with the Planning Director the possibility of dividing the property into two lots before placing it on the market for sale.

We are still on good terms with the property owners and maintaining a conversation with them regarding their interest in donating a memorial bench to be installed in Ada Township Park in memory of their Mother.

V A 9



TO: TOWNSHIP BOARD
FROM: GEORGE HAGA
TOWNSHIP SUPERVISOR
DATE: JULY 21, 2020
SUBJECT ADA DRIVE SANITARY SEWER PROJECT INCIDENT

Attached is a copy of report prepared by Ryan's Municipal Service regarding the collapsed section of the Ada Drive sanitary sewer planned for relining on August 25, 2020. Included in the report were invoicing information for Ryan's, Plummer's, and Elite Pipeline Services. Not listed is Lee's Trenching, their invoice amount is \$18,797.50. Total cost for the collapsed main totals \$56,426.15. These costs include, labor (158.5 regular hours and 41 overtime hours), equipment, supplies, disposal of waste, televising, and some miscellaneous.



Re: Ada Drive Liner project

Day1:

The morning of August 25th 7:30 am I received a phone call from Steve Groenenboom of Moore & Bruggink Engineering

The preparatory cleaning crew for Insituform was pulling large amounts of clean fill sand from the first stretch, due to be lined. Upon my arrival the pipeline inspection crew was televising that section and showed me the pipe 10 feet from the upstream manhole the top of the pipe was completely gone for about 5 feet. I could see the bottom of the road surface and immediately called the Kent County Sherriff to close Ada Dr. completely. I called in Lee's trenching to open excavate the pipe and make a temporary repair so the liner crew could line it knowing that the new liner would be structurally stronger than the existing pipe alone. The lining crew's sewer jet cleaner was lodged in the pipe. I had a crew from Ryan's come out to dislodge the other jetter and then clean the pipe with the understanding that the liner crew plans were to line two sections of the pipe ASAP. As much as 20 or more cubic yards of material had gone down the line. The cleaning crews made several trips to the waste disposal facilities. I decided to call in a cleaner truck and TV truck from Plummer's environmental and a cleaning truck from Elite Pipeline Services to simultaneously clean from two ends of the pipe. The cleaning crews cleaned into the night till Midnight. The lining crew was able to line the first section of pipe that next day.

On this day I noted that the structure at Ada Dr and Spaulding for the 12inch watermain had heaved up out of the road surface. And concentrated my efforts to that while the sewer project was in good hands with Stephanie.

Day 2:

While the lining crew began preparations to line, we had the cleaning crew from Plummer's continue cleaning until all sand and road material was removed from the next few sections that had already been cleaned by Insituform's cleaning contractor. The crew from Elite they was no longer needed and released. The Plummer's cleaning crew will continue with Ryan's cleaning until the pipe is ready for lining. We wanted absolute confirmation that the lines that were affected by the collapse were ready to be lined. The Insituform project manager was constantly threatening billing for down-time so my goal was to not let that happen and continue the cleaning process until all sand was removed.

Please note: The fact that we were having the sewer lined in the first place shows how fragile the sewer really was. The top of the pipe was less than ¼ inch thick. The collapse was no one's fault - just a little late in the renovation of it.



Day 3:

Stephanie received a phone call at 2am that resin was stuck in the first lateral to the north at 5738 Ada Dr. Stephanie ordered a service truck to televise and locate to determine how much resin might be in the line. With us cabling from inside the lateral and Insituform cutting from the inside the main - the resin was successfully removed. Lee's trenching was then able to backfill the hole and prepare for paving. Sewer cleaning of sand downstream continued. Lining crew was done helping with the resin around 11am and with the late then early times that they would line on the 28th.

Ryan's invoice Included in this packet \$17,197.00
All hours verified by Stephanie Kozal

Lee's trenching _____ *sent to Ada direct* _____

Plummer's invoice is included in this packet \$16,966.65
All hours verified by Steven Ryan

Elite Pipeline Services included in this packet
All hours verified by Steven Ryan \$ 3,465.00

Total----- \$37,628.65

Thank You
Steven Ryan

V A 10



Township Manager Report for September 28, 2020 **Submitted by Township Manager Julius Suchy**

Ada Drive/Patterson Avenue Intersection Closing:

On Monday September 21, 2020 a vehicle traveling through the Ada Drive/Patterson Ave intersection hit the Township's sanitary sewer bypass piping equipment leaving behind significant debris. The Township is working with its contractor to inspect the bypass pump equipment to ensure there is no significant damage. The Kent County Road Commission was called out to the scene of the incident and has informed the Township that effective immediately the Patterson Ave/Ada Drive intersection will be closed to vehicle traffic, except for emergency vehicles for the remainder of this project through October 26, 2020. All residents on Patterson Ave will have to travel south and exit via Cascade Rd SE.

I prepared a letter that was distributed to all residents on Patterson Ave informing them of this closure.

Kent County CARES Act Funding:

Kent County received \$114.6 million dollars in CARES ACT funding from the Federal Government. The County established a CARES ACT subcommittee to review options for how to split the \$114.6 million up to best address the impact of COVID-19. Of the initial allocation, \$15 million was intended for local governments through a reimbursement program.

The County has now switched gears and moved towards an allocation based on total population and the number of COVID cases in each local government jurisdiction. Under this allocation Ada Township would be eligible to receive \$321,851. Kent County will be sending out additional information but most likely the Township board will have to approve an agreement at a future meeting that those funds will be spent on CARES ACT eligible expenses. Once more information is known I will share it with the board.

Kent District Library Lease Agreement:

A committee comprised of Jim Ferro, Treasurer Moran, Supervisor Haga, Trustee Proos, Township attorney Jeffrey Ammon and I will be meeting the week of the 21st to discuss the KDL lease agreement. Staff is hopeful this will be ready for the October 12, 2020 Township Board meeting for board review.

DDA Sidewalk Snow Removal 2020-2021 Winter Season:

The DDA was informed at its last meeting that Woods Landscaping who had the contract for sidewalk snow removal for the upcoming season had indicated they could no longer preform this work and withdrew their services. The DDA asked staff to put together a request for proposal (RFP) for this service and also for staff to explore the capacity to complete the sidewalk snow removal in-house.

Staff met and reviewed the ability for current grounds staff to add the DDA sidewalk snow removal work to their existing work load and due to a lack of adequate staffing for the increased workload and different equipment needs it was determined that utilizing existing staff was not a good option.

The RFP has been released to potential contractors and the deadline for the RFP is 5:00 PM on Friday October 2nd. Jim Ferro, Planning Director has been in contact with a number of firms who have expressed interest in bidding on this work. Once the bids have been received, they will be reviewed by the DDA for approval.

Ada Ridge Progress Meeting #1:

I attended the Ada Ridge Progress #1 meeting on Wednesday September 16, 2020. The topics discussed included progress to date, upcoming timeline, concerns from residents as well as the Township sending out a written communication to the residents about the timeline moving forward. A tentative timeline is included below:

- Construct Curb and Gutter – September 16th & 17th
- Base Course Paving – September 23rd or 24th
- Concrete Driveway and Flat Work – September 28th through October 2nd
- Adjustment of Castings and Valve Boxes, Lawn Restoration, Seeding & Mulch – October 5th through 9th
- Final Paving – October 12th
- Project Cleanup – October 13th through 15th

Thornapple River Drive Crosswalk Pre-Construction Meeting:

I also attended the Thornapple River Drive Crosswalk pre-construction meeting on Tuesday September 15, 2020. The topics discussed included anticipated start date, notifying the public and signage for the closure of Leonard Field Park and the anticipated completion date.

The project will start with the crossing at River Street on September 28th and then move to the Fase Street crossing on September 29th. Leonard Field Parking lot will be closed from Wednesday September 30th through Friday October 16th. This closure will not impact softball as their last day of games is September 29th. The completion date is anticipated to be prior to October 16th but they are using that date as a just in case date if they run into bad weather.

Getting to Know the Community:

As I get more familiar with the community, I would appreciate board members sharing contact information for residents or business owners that I should meet. If you have someone that I should reach out to or get to know please send me an e-mail with their contact information or share my contact information with them. I look forward to getting to know more about the Ada community through these conversations.

V A 11



PROJECT STATUS REPORT

Amy Van Andel Library & Community Center

Ada, Michigan

September 21, 2020



| Schedule Summary

Ada Library & Community Center **21864P180001**

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

Description & Overall Summary

Description	Design and construction of a new 24,000 s.f. township library and community center.
Summary	Site improvements in progress with curbs and sidewalks being installed. Interior painting and ceiling work in progress. Lobby structural steel complete and exterior walls being framed.
Phase	Construct
JLL Project Type	New Build
JLL role	Agent

Completed Milestones

Name	Due Date	Actual End Date
Initiate	24-Jan-2018	27-Feb-2018
Plan	25-Apr-2018	11-Jun-2018
Design	23-Aug-2019	23-Aug-2019

Upcoming Critical Activities

NAME	Start	Finish

Finish Milestones

Name	Due Date	Status
Construct / Certificate of Occupancy	23-Dec-2020	● On Track
1 st Day of Business	29-Jan-2021	● On Track

Budget Summary

Ada Library & Community Center

21864P180001

By Cost Category Section

Name	Original Budget	Total Projected Budget	Total Approved Budget	Projected Total Commitments	Total Invoices
Hard Costs - CAP	8,920,780	10,146,433 USD	10,146,433 USD	10,146,433 USD	6,347,745 USD
Soft Costs - CAP	1,155,250	1,286,867 USD	1,286,867 USD	1,244,384 USD	1,189,757 USD
FF&E, Moving and Technology - CAP	1,140,614	736,611 USD	736,611 USD	455,986 USD	83,948 USD
Contingency - CAP	783,356	410,008 USD	410,008 USD	0 USD	0 USD
Total	12,000,000	12,579,919 USD	12,579,919 USD	11,846,803 USD	7,621,451 USD

5/11/20 Cash Flow Update: A significant portion of the capital campaign contributions are from donors whose payments are being made over 3 years. As a result, approximately \$1.01 million in campaign contributions are currently scheduled to be made in January 2021, which coincides with the expected completion of construction. Additional pledged payments scheduled to be received in calendar year 2020 may not be received until November or December of 2020. Based on the above, Capital Projects fund may experience a negative fund balance starting in approximately November 2020. The Owner may need to provide short-term supplemental funding to the Capital Project Fund pending receipt of final pledged contributions.

ACR Potential Savings = \$407,116.16

On 6/8/20, the Board approved additional funding and the transfer of Library contingency to fund the Arts Center pre-function lobby.

Budget Increase (\$579,919):

- + \$185,169 Capital Campaign donations previous to 6/1/20
- + \$150,000 Township General Fund
- + \$100,000 Township DDA Fund
- + \$350,000 Future Capital Campaign donations
- \$181,500 Design costs offset by using Library contingency
- \$3,750 Soil boring costs offset by using Library contingency

Budget Transfer (\$330,100):

- \$300,000 Library Furniture Allowance to Arts Center contingency
- \$30,100 Library Owner Contingency to Arts Center contingency

| Action Items

Ada Library & Community Center

21864P180001

Action Items

Status	Name	Comments	Start Date	Due Date	Owner
<u>Open</u>	Cash Flow	Need to provide gap funding until all committed donations are received	10/24/19	November 2020	Ada Township
<u>Closed</u>	Signage	Township to award signage bid package 8/24/20-Township approved split award between Universal Sign and Valley City Sign	8/11/20	8/24/20	Ada Township
<u>Open</u>	Lease	Township & KDL to execute lease/license agreement, which Board rejected at 7/27/20 meeting. 9/14/20-Township Manager to present committee recommendation to the Board at 9/28/20 meeting	7/27/20	9/28/20	Ada Township
<u>Closed</u>	JLL Amendment 2	Township Board to reconsider JLL's Amendment 2 to extend project oversight to align with Erhard's construction schedule. 8/24/20-Township approved Amendment	7/13/20	9/30/20	Ada Township

Risks

Ada Library & Community Center

21864P180001

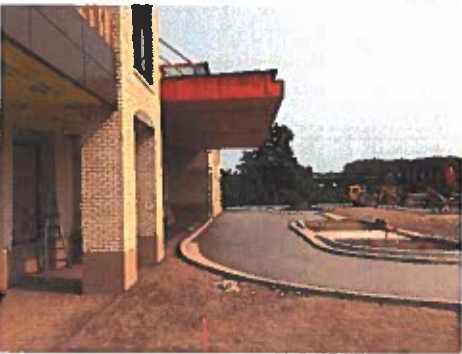
Risk Register

Status	Title	Category	Impact	Date Opened	Due Date
<u>Open</u>	COVID-19 Protocols	Schedule	On May 7, 2020, construction was able to resume per Gov. Whitmer. Schedule may be impacted should an additional Executive Order be issued re-suspending construction and/or impacting workers' production.	5/7/20	TBD
<u>Open</u>	Parking Lot Pavement	Schedule	Erhardt working on site improvements to allow asphalt pavement to be installed before the plants close.	9/14/20	10/30/20

| Progress Photos

Ada Library & Community Center

21864P180001



| Progress Photos – 1st Floor

Ada Library & Community Center 21864P180001



| Progress Photos - 2nd Floor

Ada Library & Community Center 21864P180001



VI A

ADA TOWNSHIP
WARRANTS FOR BOARD APPROVAL
ON BOARD MEETING DATE: September 28, 2020

HAND CHECKS

#101	# 50560, 50561, E37, E38, 50634, 50635	\$ 4,635.54
#205	# E37, E38, 50634	\$ 831.47
#208	# 50622	\$ 40,968.00
#211	# 50625	\$ 3,398.72
#213	# 50625, E36, E37, E38, 50634	\$ 4,250.95
#214	#	
#243	#	
#248	#	
#249	#	
#401	# 50624, 50633	\$ 695,140.52
#590	# 50634	\$ 23.06
#591	# 50634	\$ 23.06
#592	# 50634	\$ 5.13
#701	# 50623	\$ 818.20
TOTAL ALL HAND CHECKS		\$ 750,094.65

WARRANTS

#101	GENERAL FUND	\$ 120,005.81
#205	PUBLIC SAFETY FUND	\$ 3,847.30
#208	PARK FUND	
#211	TOWNSHIP TRAILS	
#213	PARKS & OPEN SPACE	
#214	PARKS & RECREATION	\$ 13,117.46
#243	BROWNFIELD REDEVELOPMENT	
#248	DDA FUND	
#301	ENVISION ADA	
#401	CAPITAL PROJECT	\$ 24,681.26
#590	SEWER OPERATION FUND	\$ 67,760.16
#591	WATER OPERATION FUND	\$ 22,713.35
#592	GRAND VALLEY ESTATES FUND	\$ 3,524.37
#701	ESCROW ACCT	
TOTAL WARRANTS		\$ 255,649.71
TOTAL ALL CHECKS & WARRANTS		\$ 1,005,744.36

Vendor Name	Description	Amount	Check #	Check Date
1. .CITY GR DEVELOPMENT CENTER STE#300	WATER/SEWER CONNECTION FEE	930.00		
	WATER/SEWER CONNECTION FEE FOR VAN ANDEL LIBRARY 7	5,715.00		
	TOTAL	6,645.00		
2. .CONSUMERS ENERGY	ELECTRIC SERVICES-7380 E FULTON	3,230.26		
3. .ELITEPIPELINE SERVICES	ADA DR SANITARY SEWER COLLAPSE	3,465.00		
4. .ETNA SUPPLY COMPANY DBA	MXU 2-PORT PIT Verson FOR 7484 RIVER ST QUOTE# S10	170.00		
	3/4 RUBBER METER GASKET	40.00		
	TOTAL	210.00		
5. .GODWIN PLUMBING, INC.	SUPPLIES	14.99		
	SUPPLIES	13.98		
	TOTAL	28.97		
6. .LEE'S TRENCHING SERVICE	ADA DR SANITARY SEWER COLLAPSE	18,797.50		
7. .MICHIGAN RURAL WATER ASSOC	MEMBERSHIP FOR JULIUS SUCHY, TOWNSHIP MANAGER	350.00		
8. .PLUMMER'S ENVIRONMENTAL SERV INC.	ADA DR SANITARY SEWER COLLAPSE	16,966.65		
9. .RYANS MODERN SEWER CLEANING	CONTRACT SERVICE AUG-2020	17,500.00		
	METER READ CYCLE B	877.20		
	WEED WHIP FIRE HYDRANT	142.50		
	6540 E FULTON MISS DIG	380.00		
	7690 FASE ST DTE HIT WATER SERVICE	475.00		
	SIGN FOR FULTON ST	237.39		
	HYDRANT CONNECTION PARTS METERED	566.71		
	ADA DR SEWER BREAK	17,197.00		
	SPAULDING/ADA DR WATER MAIN REPAIR	3,462.50		
	TOTAL	40,838.30		
10. .UTILITY SUPPLY OF AMERICA INC DB	SUPPLIES	97.42		
	SUPPLIES	67.73		
	TOTAL	165.15		

Vendor Name	Description	Amount	Check #	Check Date
11. VERIZON WIRELESS	SCADA LINE SERVICES	43.46		
	SCADA LINE SERVICES	323.28		
	TOTAL	366.74		
12. ACCIDENT FUND OF MICHIGAN	INSTALLMENT-OCT	2,404.70		
13. ADA HISTORICAL SOCIETY	COMCAST	88.40		
	MUSIC ON THE LAWN	500.00		
	TOTAL	588.40		
14. ADA TOWNSHIP PETTY CASH	REIMBURSE PETTY CASH	209.80	50635	09/22/2020
15. AFLAC	EMPLOYEE PREMIUMS	444.96		
16. ANTHONY'S GLASS & MIRROR, LLC	COVID-19 TEMPERED SNEEZE GUARDS	1,232.00		
17. APOLLO FIRE APPARATUS REPAIR	HURST TOOL REPAIR-FIRE	45.00		
18. AUNALYTICS	ENDPOINT PROTECTION	1,152.84		
19. BESTROM SERVICES, INC	COFFEE SERVICES-TWP HALL	2.75		
20. BULTSMA CONSTRUCTION	ROSELLE PARK IMPROVEMENTS NORTH TRAIL	40,968.00	50622	09/15/2020
21. CANTERBURY CREEK, LLC	REFUND OF ZONING ESCROW ACCOUNT BLANCE	818.20	50623	09/15/2020
22. COLIN RODRIGUEZ	REIMBURSEMENT-MOBILE PHONE UPGRADE & SUPPLIES	125.37		
23. COMCAST	INTERNET-ROSELLE PARK	128.40	36	09/15/2020
24. CUSTODIAL HOUSEKEEPING STAFFING, IN	JANITORIAL SERVICES-AUGUST	800.00		
25. DAN TEMPLIN	BAND PAYMENT "CLIQUE VOCALS" AT LEGACY PARK	200.00		
26. DAY, SUSAN	UB REFUND FOR ACCOUNT: PRES-000370-02	447.42		
27. DELTA DENTAL	DENTAL PREMIUMS-PREPAID	2,043.09		
28. DIMENSION GRAPHICS, INC	TREE MEMORIAL PLAQUE	21.50		
29. DYNAMIC CAPTIONING	CAPTIONING FOR TOWNSHIP MEETINGS	918.75		
30. ERHARDT CONSTRUCTION	LIBRARY COMMUNITY CENTER CULTURAL ARTS CENTER ENTR	552,359.39	50624	09/15/2020

Vendor Name	Description	Amount	Check #	Check Date
31. FIRST BANK	CREDIT CARD EXPENSE	819.35	37	09/15/2020
32. GILSON	ADAVIEW FALL 2020	2,054.64		
33. GODWIN HARDWARE, INC	SUPPLIES-FIRE	32.85		
	SUPPLIES-FIRE	77.59		
	SUPPLIES-B&G	22.98		
	SUPPLIES-PARKS	57.48		
	CREDIT-AIR HOSE RETURN	(42.99)		
	SUPPLIES-B&G	17.98		
	TOTAL	165.89		
34. GRANITE TELECOMMUNICATIONS	TELEPHONE SERVICES	1,196.03		
35. GRIFFIN PEST SOLUTIONS, INC	PEST CONTROL-MUSEUM	110.00		
36. HOPE NETWORK WEST MICHIGAN	TRANSPORTATION-AUGUST	40.00		
37. I.T.RIGHT	REMOTE BACK UP INSTALLATION	82.19		
38. INTEGRITY BUSINESS SOLUTION	SUPPLIES-GEN, PLAN/ZONE, ASSESSING	184.17		
	SUPPLIES-GEN & FIRE	364.03		
	SUPPLIES-PARKS	53.06		
	TOTAL	601.26		
39. JOE CARLSON WELL DRILLIG, INC	FIRE #1 WELL REPAIR	338.00		
40. JONES LAND LASALLE AMERICAS, INC	LIBRARY & COMMUNITY CENTER	12,126.29		
41. JORDAN INTERCOASTAL	TRAIL CONSTRUCTION REPAIRS	6,797.43	50625	09/15/2020
42. JULIUS SUCHY	COBRA BASIC INSURANCE REIMBURSEMENT	1,072.18		
43. KAREN ROZEBOOM	REFUND DUE TO COVID-19-ROSELLE PARK	250.00		
44. KATERBERG-VERHAGE, INC	LEGACY PARK IMPROVEMENT	142,781.13	50633	09/21/2020
45. KBP COMMUNICATIONS, LLC	SOCIAL MEDIA MANAGEMENT	1,200.00		
46. KENT COUNTY DRAIN COMMISSIONER	2020 DRAIN DISTRICT-FASE STREET	1,598.37		
47. KENT COUNTY ROAD COMMISSION	MILL AND FILL RECONSTRUCTION	86,595.57		

Vendor Name	Description	Amount	Check #	Check Date
48. LISA MAY	BOARD MEETING MINUTES JUNE 18, 2020	100.00	50560	09/11/2020
	BOARD MEETING MINUTES 8/10 & 8/31	200.00	50560	09/11/2020
	TOTAL	300.00		
49. LLOYD BOYTNON	PAINTING NAME PLATES-PARKS	700.00		
50. LOWELL GRANITE COMPANY	ENGRAVING FOR LEGACY PARK	22.00		
51. MILLER, JOHNSON, SNELL, & CUMM	GENERAL MATTERS	1,000.00		
	EMPLOYMENT	481.25		
	THE CAVES, LLC-MTT TAX MATTER	481.25		
	FLORENCE PROPERTIES LICENSE AGREEMENT	893.75		
	TOTAL	2,856.25		
52. NAPA	SUPPLIES-FIRE	170.42		
53. NOWAK, SHAYNE	UB REFUND FOR ACCOUNT: DOGW-001208-02	223.45		
54. OCONNOR, CATHERINE	UB REFUND FOR ACCOUNT: DRIF-007123-02	8.00		
55. PAST PERFECT	EDUCATIONAL MEETING-POTENTIAL HISTORIC DISTRICT	1,500.00		
56. PLUMMER'S DISPOSAL SERVICE	HANDICAP RESTROOM-ROSELLE PARK	99.00		
57. PROGRESSIVE AE	LIBRARY AND COMMUNITY CENTER	11,422.97		
58. REPUBLIC SERVICES	TRASH SERVICES-PARKS	323.14		
59. RHD TIRE CO.	UNIT 14 TIRES	750.00		
60. ROOKS LANDSCAPING	ADA GARDENS MAINTENANCE-3RD QUARTER	900.00		
	ADA FIRE GARDEN MAINTENANCE - 3RD QUARTER	300.00		
	TOTAL	1,200.00		
61. RYAN'S MODERN SEWER CLEANING I	MONTHLY INSPECTION-ROSELLE PARK	200.00		
62. SIEGFRIED CRANDALL	COMPUTER WORK-FIRE, SUPERVISOR, CLERKS	2,019.95		
	AUDITING SERVICES	5,000.00		
	TOTAL	7,019.95		

Vendor Name	Description	Amount	Check #	Check Date
63. STANDARD SUPPLY & LUMBER CO, INC	SUPPLIES-PARKS	89.60		
64. THE BADGE COMPANY, LLC	NAME BADGES-JULIUS SUCHY	19.40		
65. THOMET CUSTOM CONSTRUCTION	BASEMENT WINDOW AT MUSEUM	450.00		
	ADA COVERED BRIDGE REPAIR	1,815.00		
	TOTAL	2,265.00		
66. THORNAPPLE, INC	MOWING CONTRACT 5 OF 6	14,944.44		
67. U.S. POSTAL SERVICE	POSTAGE	3,000.00	50561	09/11/2020
68. UNUM	LONG TERM DISABILITY PREMIUM-OCT 2020	607.73		
69. VEENSTRA'S LLC	UNIT 14 SERVICING	177.81		
70. VERIZON WIRELESS	TELEPHONE/TABLET SERVICES	572.38	50634	09/21/2020
71. WEST MICHIGAN BRICK AND STONE	ENGRAVING 4"X 8" HOLLANDSTONE PAVERS	1,110.00		
72. WEST SHORE SERVICES, INC	REPAIRS OF SIREN ADA PARK LOCATION	642.00		
73. WEX BANK	FUEL SERVICES	1,340.57	38	09/15/2020
74. WILKINSON DEANNA	UB REFUND FOR ACCOUNT: ADAD-005585-02	11.39		
75. XEROX CORPORATION	COPY MACHINE LEASE	366.39		
TOTAL - ALL VENDORS		1,005,744.36		
PAYMENT TYPE TOTALS				
	Paper Check	1,003,456.04		
	EFT Transfer	2,288.32		

IX A



MEMORANDUM

Date: 9/18/20

TO: Ada Township Board
FROM: Julius Suchy, Township Manager
RE: Public Access WiFi at Multiple Township Property Locations – Kent County Contract for the Provision of Funding for WiFi Equipment and Services

Background:

Kent County has allocated a portion of their CARES Act funding for public WiFi systems throughout the County. These systems are intended to help residents of the County who may not have reliable internet access during COVID-19 when additional demands have been placed on having reliable internet access.

Through a partnership with AT&T and DH Wireless (Battle Creek), Kent County is offering Ada Township the opportunity to have public WiFi available through "Network-in-a-box" (NIB) units to be installed at locations determined by Ada Township. These units are a fully kitted National Electrical Manufacturers Association (NEMA) rated "Network-in-a-box" enclosure. These units may be mounted to an external source (building wall, light pole, etc.) The equipment to be utilized is a Sierra Wireless Airlink MP70 Gateway and a Panorama Dual Cell/LTE Antenna with WiFi. The broadcast range of these units is up to 900' depending on the surrounding topography and landscape and can handle 30-50 users per installed unit.

The process if the Township is interested is as follows:

1. Township signs enclosed agreement with Kent County and DH Wireless
2. Township coordinates with DH Wireless to conduct site surveys, build schedules, and determine timelines
3. Kent County will advance Township \$5,200 per unit to cover the initial costs of acquisition, installation, and internet service (until 12/15/20) Any expenses that exceed this amount will be reimbursed up to \$6,000 per unit
4. Project Manager and DH Wireless provide final timeline and buildout schedule
5. Township is responsible for ongoing service, management, and maintenance

If the Township approves the enclosed agreement with Kent County the next steps are outlined below:

1. Dispatch of Site Surveys
2. Site Surveys Conducted
3. Hardware Ordered
4. NIB Build
5. Installation/Implementation
6. Testing
7. Post Installation Operations Training
8. Project Completion/Signoff

Jim Ferro, Planning Director and I met to discuss potential locations for these units that would allow the Township to provide reliable internet access in locations that are easily accessible by the public, and advantageous to the Township. Potential locations include Leonard Field, Legacy Park, Ada Park, Township Hall, and Roselle Park. These locations were selected based on their level of activity and ease of use for the public to access WiFi as well as their easy access for installation (light pole or building mount option available). This location list can be adjusted to remove or add a different location if the Township Board so desires.

At the September 14, 2020 Township Board meeting a number of questions and concerns were raised to staff. Following the meeting I reached out to Tim Mroz with the Right Place who is heading up this project on behalf of Kent County. Below are the general concerns that were raised by the Township Board and the answers from the County.

1. Is there a limit on the number of units the Township can request?

Answer: No

2. What if the cost exceeds the \$6,000 per site approved to be reimbursed by Kent County?

Answer: The Township would be responsible for any cost overage above \$6,000 per each unit.

3. What if a site survey is completed and the site is determined to be cost prohibitive or not feasible due to topography, trees, or landscape?

Answer: The County will pay for the site survey, because it was undertaken as part of the agreement. In that situation, the Township will end up with County funds that it won't use for the equipment or service. It can keep the excess funds but can only spend it on expenses eligible under the CARES Act and will still be obligated to keep receipts.

4. Is there a deadline for getting this project approved to move forward?

Answer: No hard deadline, but there is a 3-4 week lead time for installation once an agreement is signed.

5. There was a question about network security firewalls for the units and how that would tie into any larger public WiFi system the Township might be interested in.

Answer: This unit is a complete standalone mobile hotspot on the AT&T system and will not be tied to the Township internal system in any way.

6. Why is there no mention of insurance in the contract with DH Wireless?

Answer: On Page 4 of the agreement with DH Wireless it states that this agreement is subject to DHWS standard terms and conditions and then it provides a link to their website. I have attached the DHWS Terms and Conditions.

The Scope of Work (SOW) that is enclosed is for five (5) units at a cost of \$4,037 per unit, the same amount that has been provided by DH Wireless for all municipalities in Kent County. As long as there isn't anything that is out of scope requested of DH/professional service team, there will be no additional charges. This is an all-encompassing solution that includes the site survey/signal analysis, the NIB hardware itself, and installation of said hardware. The Township is responsible for building penetrations related to the installation of electric. This amount can be

submitted to the County for reimbursement as long as the Township has not exceeded the \$6,000 per unit cost.

The original agreement with Kent County was a template that was provided. In communication with surrounding communities a revised version of this agreement that was acceptable to Kent County is enclosed. The revisions were minor and provided additional clarification on the term of the agreement, termination of the agreement, and what the municipality agreed to.

It is likely that the Township will be able to submit the \$40.00 monthly cost per unit as part of our CARES Act funding through the Kent County allocation noted in my managers' report.

Recommendation:

If the board is interested in a public WiFi system for the Township, this would be a good opportunity to pilot a program at very low cost. The only cost to the Township after December 15, 2020 will be \$40.00 per month per unit. With 5 units proposed to be installed, the cost will be \$200.00 per month and \$2,400.00 per year to the Township. If the Township is not satisfied with the public WiFi or feels the cost is too high in the future it can discontinue the program. If the program is discontinued in the first two years the Township is required to remove the equipment and return it to Kent County.

Approval of the enclosed agreements with Kent County and DH Wireless is recommended.

Proposal for



Ada Township, MI

Remote Connectivity – Network-in-a-Box (NIB) Site Survey & Install SOW

Prepared by



Digital Highway
175 Hill Brady Road
Battle Creek, Michigan 49037
PH: (269) 660.6600 • FAX: (269) 660.661



Project Charter

Ada Township (“Customer”) desires to retain Digital Highway, Inc. d/b/a DH Wireless Solutions (“Project Manager”) for the following services pursuant to the terms and conditions of this scope of work (“SOW”). This SOW includes project management and labor for the testing of cellular viability, location speeds and throughput (“Site Survey”), as well as the installation of the DHWS Network-In-A-Box (“NIB”) solution at designated public works/municipality buildings throughout Ada Township, as designated by Ada Township and participating municipalities (“Customer”). All testing will be performed with Customer contacts per the outlined SOW herein. The Effective Date of this SOW is August 19, 2020

Timelines

Dispatch of Site Surveys – 3-5 business days

Site Surveys – 7-10 business days after dispatch request/coordination and confirmation of proposed date/time works with LCON. Site Survey expected to take 2-3 hours of on-site analysis

Hardware Lead Time – 7-10 business days (will do this in parallel to Site Surveys being scheduled so we have hardware/NIBs built and ready for installation dispatch, or as close as possible to installation timeline – need PO to order hardware)

NIB Build – 7-10 Business Days depending on volume but 5-7 for single day – this includes assembly of NIB and activation coordination with cellular carrier, along with initial configuration. This does not include lead time for shipment of NIBs on-site. Would be best if we had a “golden” template for all units to display the same WIFI for each. If we need to identify what each individual site wants for their WIFI SSID and Password, this will extend timeline, unless submitted with PO.

Installation/Implementation – Per Site: 7-10 days to coordinate proposed date/time of dispatch

Testing – Done prior to shipment, along with configurations. Testing connectivity will be responsibility of on-site POC to confirm WIFI is available and providing internet access after power termination. If power is available and we are plugging into AC, we will have technician confirm WIFI is broadcasting and can be connected to.

Post Installation Operations Training– Will need to coordinate with who is managing the hardware so we can train on ALMS – firmware updates, up/down status, data usage, configuration changes, etc.

Project Completion Sign/Off – ~3-4 weeks from PO submission to final implementation barring no unexpected hardware availability/activation/coordination with local POC delays. There will be an installation sign off at time of install to release technician. Project completion/sign off will occur once training is finalized and confirm POC’s have no further questions. We will be supporting the hardware / POC’s should any assistance be needed after installation and deployment.

*Timelines are preliminary and may be subject to change.

Locations

Site Name	Address	Local Cont.	Local Contact Phn
Ada Park	1180 Buttrick Ave SE Ada, MI 49301	TBD	TBD
Roselle Park	1010 Grand River Dr NE Ada, MI 49301	TBD	TBD
Leonard Park	7490 Thornapple River Dr. SE Ada, MI 49301	TBD	TBD
Township Hall	7330 Thornapple River Dr. SE Ada, MI 49301	TBD	TBD
Legacy Park	7450 River St. Ada, MI 49301	TBD	TBD

Scope of Work

1. Site Survey

DH Wireless Solutions' ("DHWS") contracted supplier, Velociti ("Supplier"), shall arrive at the designated site as defined by Ada Township, at a mutually agreed upon scheduled date/time. They will then contact the listed Location Contact ("LCON") or primary point of contact ("POC") and confirm arrival with DHWS. Participating municipality LCON/POC shall escort Supplier's technician to location where NIB connectivity is desired. Supplier will locate possible installation sites within designated location defined by Customer LCON/POC. Supplier technician will facilitate three (3) primary functions during site survey:

- a. Confirm cellular viability within LCON/POC defined/designated area
 - o Supplier Technician will run signal verification tests to confirm cellular viability within desired NIB location
 - o Signal verification tests will confirm cellular availability, and determine if speed, throughput, and latency are conducive for cellular connectivity as primary internet
 - o Signal verification will test all major US Carriers, with primary focus on viability of AT&T cellular network as primary network provider
- b. Determine installation location within LCON/POC defined/designated area
 - o Supplier technician will look for feasible installation locations to meet pole/wall mount capabilities of NIB solution
 - o Supplier technician to notate all needed equipment to properly install NIB for installation dispatch
- c. Confirm power for NIB within LCON/POC defined/designated area
 - o Supplier Technician will confirm available power at desired install location of NIB
 - o Supplier Technician will confirm with DHWS what available power will be utilized, so NIB can be built with proper wiring and transformer for expected input voltage

Should the customer desired/designated location of NIB not yield good results for cellular viability, customer will be notified and other means to improve cellular connectivity will be explored i.e. booster/high-gain directional antenna(s).

2. Installation

Based upon results of site survey, supplier technician will be re-dispatched to complete and finalize installation of NIB solution. Supplier technician will bring all hardware and equipment necessary to install NIB in mutually agreed upon location determined during site survey dispatch. Supplier technician will install NIB hardware utilizing one of two options:

- a. Pole mount via light post or other available pole apparatus within LCON/POC defined/designated area
 - o Supplier technician will have all hardware necessary included with NIB bundle to affix NIB to light pole or other pole apparatus being leveraged within designated area
 - o Supplier technician will confirm unit is mounted high enough to be tamper proof, but not too high to affect performance (7-10 ft above ground level)
 - o Pole mounted solution will be "semi-permanent" – pole mount can be locked to make permanent mount; NIB can also be removed from pole at later date to relocate or repurpose hardware
 - o Supplier technician will not lock hardware
 - o Any securing/locking will be responsibility of customer
 - o NIB hardware will have available AC power pigtail to be terminated by customer with contracted electrician after install of NIB hardware via installation dispatch
 - If determined during site survey that an AC outlet is available, DHWS will ensure NIB has waterproof 3-prong AC termination available to plug into AC outlet
- b. Wall mount within LCON/POC defined/designated area
 - o Supplier technician will have all misc. hardware necessary to affix NIB to available wall within customer defined/designated area.
 - o Supplier technician will confirm unit is mounted high enough to be tamper proof, but not too high to affect performance (7-10 ft above ground level)



- Supplier technician will not lock hardware
- Any securing/locking will be responsibility of customer
- NIB hardware will have available AC power pigtail to be terminated by customer with contracted electrician after install of NIB hardware via installation dispatch
 - If determined during site survey that an AC outlet is available, DHWS will ensure NIB has waterproof 3-prong AC termination available to plug into AC outlet

3. General Assumptions:

- a. All components of this quote are included. Any changes to the SOW, BOM or timeframe outside of Supplier's will be considered Out of Scope Work.
- b. Pricing excludes conduit and exterior (roof or other) penetrations, NIB mounting hardware will be included with NIB bundle
- c. Continental US sites only. Hawaii and Alaska to be quoted separately.
- d. Site Surveys and Installations will take place during the hours of 8:00am - 6:00pm, local time, Monday - Friday.
- e. Any malfunctions, faulty conditions, inoperable equipment, mislabeled circuits, inactive circuits/extensions, poor workmanship and any all other abnormal conditions discovered in work areas during period of service are not the responsibility of Supplier to detect, troubleshoot, repair or recommend action on under this scope of work. Any such requirement may be handled upon request under a time and materials basis.
- f. All travel and expenses and labor are included in site survey and installation pricing unless considered out of scope which may result in additional fees

4. Responsibilities

- a. Ada Township "Customer"
 - Provide site address(s), prior to scheduled dispatch date
 - Provide LCON name, email, & phone number, prior to scheduled dispatch date
 - LCON to be promptly available at beginning and throughout Site Survey for desired location and installation
 - Provide Supplier with unrestricted access to grounds and hardware, during the scheduled Site Survey & Installation timeframe
 - Will terminate power for NIB via contracted electrician or resource of their choosing, unless AC outlet is available and leveraged during installation
 - Will be responsible for any locking/securing of NIB hardware beyond installation to wall or pole as described in section 2 "install" of this SOW
 - Ongoing maintenance of NIB hardware, and networking/connectivity
 - Approval of activation via cellular carrier
 - If a hardware failure occurs, Ada Township will need to remove the NIB for shipment to DHWS for further troubleshooting, as part of our standard \$35 RMA service.
- b. Supplier
 - Has ten (10) business days from the last site visit to compile and post PDF deliverables to DHWS
 - Provide feedback on cellular viability and best throughput for carrier based upon site survey
 - Provide installation documentation as described in section
- c. DHWS
 - Project manage conversations, materials, and timelines between Ada Township and Supplier.
 - Articulate Site Survey results for presentation to Ada Township and other LCON/POC
 - Make installation implementation recommendations
 - Provide deliverables in timely manner for overall success of NIB implementation for remote connectivity
 - Coordinate cellular activation with cellular carrier for each location
 - Coordinate hardware delivery to meet schedule install timelines, and ensure hardware is available and on-site
 - DHWS to provide ongoing configuration and remote troubleshooting for 1 year after date of invoice

5. Scheduling Assumptions and Guidelines:



- a. Site Dispatches will be scheduled at least (5) business days in advance. Any Dispatch scheduled with less than (5) business days' notice is considered an expedite request and may result in charges as stated in section 7 "Rates and Charges" of this document.
- b. Cancellation of dispatch with less than (48) business hours' notice will result in charges as stated in the "Rates and Charges" section of this document.
- c. If, during a scheduled Dispatch in performance of this SOW, a technician is turned away or otherwise refused entry to Site for reasons outside Supplier's control, Customer will incur the full associated Base charge, as stated in the "Rates and Charges" section of this document.
- d. Supplier schedules a (1) hour arrival window for all Site Dispatches.
- e. Hardware shipments will be completed prior to scheduled installation dispatch, so all NIB hardware is available to technician upon arrival

6. Equipment and Materials:

- a. DHWS will provide all necessary equipment for NIB bundle and mounting hardware. All applicable hardware will be on-site and available to the Supplier technician at designated location upon arrival.
- b. DHWS will provide modem provisioning services, to ensure all modem hardware is pre-configured, firmware updated, and templated (if applicable) prior to scheduled installation.

7. Deliverables:

- a. DHWS will provide signal analysis readings upon request to include RSSI, RSRQ, SINR, Download and Upload throughput
- b. DHWS will provide picture documentation of install location, and pigtail for power termination

8. Pricing Matrix / Rates & Charges:

Rates & Charges	Qty	Ada Township Price	Total
Base Site Survey: Project management, labor for signal and site analysis for all major US Carriers	5	\$1,250.00	\$6,250.00
Base Installation: Project Management, labor to install NIB via pole or wall mount without power termination	5	\$1,250.00	\$6,250.00
MP70 Network-In-A-Box (NIB): Modem hardware, enclosure, antenna, mounting apparatus, misc. hardware, provisioning, and configuration assistance	5	\$1,537.00	\$7,685.00
<u>Project Total:</u>			\$20,185.00
Out of scope work, hourly rate	N/A	\$150.00 / Hr.	
Dispatch Cancellation Fee w/o greater than 48 Hr. Notice	N/A	\$1,250.00	

9. Terms, Conditions, and Warranty

- This SOW, if executed between DHWS and Ada Township, is subject to DHWS standard terms and conditions: [DHWS Terms and Conditions](#)
- Labor provided by DHWS contracted supplier technician, Velociti, will carry a 120-day warranty



10. Acceptance:

IN WITNESS HEREOF, the parties hereto have caused this Statement of Work Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted: DH Wireless Solutions

Accepted: Ada Township

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**For any additional information or questions, please contact:

Robert Boyer
Sales Account Manager
DH Wireless Solutions | DHI
O 269.660.9148
rboyer@dhm2m.com

Tom Hoag
Director of Operations
DH Wireless Solutions | DHI
O 269.660.9132
tmhoag@dhm2m.com

DH WIRELESS SOLUTIONS STANDARD TERMS AND CONDITIONS

Home (<https://www.dhm2m.com/>) / DH Wireless Solutions Standard Terms and Conditions

DH Wireless Solutions ("DHWS") agrees to provide the equipment (the "Equipment") and services (the "Services") set forth in the attached quotation.

1. Expiration of Quotation. Any quotation by DHWS will be held open for acceptance for a period set forth therein; however, DHWS reserves the right to correct clerical and typographical errors within 15 days after acceptance of an order based on a quotation.
2. Acceptance. Any quotation, purchase order or scope of work, together with these Standard Terms and Conditions and all documents referenced in such quotation, purchase order or scope of work (the "Agreement") are the entire agreement with respect to the Services and Equipment and no modification of the Agreement shall be effective unless in writing and signed by DHWS. Any terms stated by Buyer in any other communication, prior or subsequent hereto, shall NOT be binding on DHWS if different from or in addition to any of the provisions hereof or the quotation, unless expressly agreed to in writing. Commencement of performance of the Services by DHWS or acceptance by Buyer of the Equipment, orally or in writing, shall constitute acceptance of these terms and conditions, notwithstanding any prior dealings or usage of trade.

3. Payment.

Equipment. All shipped orders of Equipment will include an invoice for payment. 100% of payment is due at time of order unless otherwise agreed in writing. All payments not made by the due date shall bear interest at a rate of 1½% per month. If Buyer fails to fulfill the terms of payment, or DHWS has any doubt at any time as to Buyer's financial responsibility, DHWS may either decline to make further deliveries except upon receipt of cash or other satisfactory security, or may terminate the Agreement. Buyer shall reimburse DHWS for any costs of collection incurred in collecting any past due sums, including attorneys' fees. To secure Buyer's obligation to pay DHWS the purchase price of the Equipment, Buyer grants to DHWS a security interest in the Equipment and any proceeds thereof, with full rights as a secured party under the Uniform Commercial Code, and Buyer authorizes DHWS to file any financing statements evidencing such security interest on behalf of Buyer.

Services. Invoices for Services shall be submitted on a timely basis in the manner, frequency and form as required by the Agreement. Buyer shall pay invoices in accordance with the payment terms specified in the Agreement. Additional support services may be purchased through a DHWS Service Agreement. In the absence of a DHWS Service Agreement, support services performed following the sale of Equipment shall be invoiced at a per incident cost.

4. **Shipment and Risk of Loss.** Buyer shall take delivery of the Equipment F.O.B. DHWS's FACILITIES, unless otherwise agreed in writing. Method and route of shipment are at DHWS's discretion unless Buyer supplies instructions otherwise. All expense and risk of loss or any damage incurred in the transportation of the Equipment, including any risk of loss in loading or unloading, shall be borne solely by Buyer, unless otherwise specified. All claims for loss, damage, or delay against the carrier must be made by Buyer. Buyer shall accept partial delivery of any order, and any defect therein or failure to make any subsequent partial delivery shall be severable and not constitute a breach of the entire agreement.

5. **Delays and Damages.** DHWS shall attempt to make deliveries of Equipment in accordance with the Agreement, but if for any cause DHWS fails to make such deliveries or to make them within the time stated, or cancels any order, DHWS shall not be liable for any loss or damage resulting from any such failure or delay in delivery, or from any such cancellation or for loss of use or loss of profits, or for any other consequential, incidental or special damages on account of delay in delivery.

6. **Rejection of Non-Conforming Equipment.** Any rejection of Equipment as non-conforming must be made by Buyer within ten (10) days after delivery by delivering written notice to DHWS confirming the rejection. Such notice shall identify each alleged non-conformity of the Equipment and describe that portion of the shipment being rejected. If Buyer shall fail to give such notice or if Buyer uses the Equipment in any manner inconsistent with the rights of DHWS, the Equipment shall be deemed to conform to the terms of the order in all respects and Buyer shall be bound to accept and pay for the Equipment.

7. **Cancellation or Modification.** Any Agreement for Equipment or Services accepted by DHWS may be canceled or modified by Buyer only upon the written approval of DHWS. Buyer shall reimburse DHWS for all expenses incurred by DHWS in connection with such Agreement, including without limitation for time and materials, together with a cancellation fee of 25% of the total remaining cost of the Equipment under such Agreement. Agreements which are at least 75% complete are payable in full if terminated. Payment of any fees resulting from the cancellation or modification of any Agreement shall be made in accordance with paragraph 3 above.

8. **Return of Merchandise.** Equipment that is in "new in box condition" may be returned to DHWS within 14 days of receipt with prior notification and an RMA number. All returned Equipment is subject to a 15% restocking fee. Shipping and handling will not be credited. All device management software solutions/support/extended warranties, special order items, custom built solutions, and the PDN product and services are NCNR (Non-Cancelable, Non-Refundable).

9. **Confidentiality of Proprietary Information.** All information that was or will be developed, created or discovered by or on behalf of DHWS, or which became or will become known to DHWS, or was or is conveyed to DHWS that has commercial value in DHWS's business, whether or not patentable or copyrightable, including, without limitation, information about software programs and subroutines, source and object code, algorithms, trade secrets, specifications, drawings, designs, technology, know-how, processes, data, ideas, techniques, inventions,

works of authorship, formulae, business and product development plans, customer lists and terms of compensation and performance levels of DHWS's employees and consultants ("Proprietary Information"), shall be the sole and exclusive property of DHWS. At all times during the term of the Agreement and thereafter, Buyer shall keep in confidence and trust and shall not use or disclose any such Proprietary Information or anything relating to it without the prior written consent of DHWS. Upon request, Buyer will return to DHWS all documents and things in its possession or control pertaining to the Proprietary Information.

10. Ownership of Work Product. All work product prepared by DHWS in connection with its performance of the Services shall remain the property of DHWS, shall be used by Buyer only for its own internal purposes and may not be copied, distributed or otherwise delivered to anyone outside of Buyer's organization.
11. Independent Contractor. DHWS is and at all times shall be acting and performing as an independent contractor and nothing in the Agreement is intended to create an employer/employee relationship or a joint venture relationship with Buyer. DHWS shall be solely responsible for the performance, general direction, supervision and efficient administration of the Services. DHWS shall be responsible for any and all wages, taxes or benefits that are due and owing its employees and Buyer shall not withhold any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body on behalf of DHWS. Any applicable state or local sales or use taxes due on the Services are the duty of DHWS to collect and shall be separately stated on all invoices as such, however, DHWS shall not collect or include any sales or use taxes on Services for which Buyer furnishes a properly completed Exemption Certificate.
12. Warranty Exclusions and Disclaimers. All Equipment is sold "as is" without any warranty by DHWS, and the only warranty is given by the manufacturer of the Equipment. DHWS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. Limitations of Damages. DHWS shall not be responsible for any damages, whether or not foreseeable, which are sustained by Buyer and arise from either the condition or performance of any Equipment or DHWS's performance or nonperformance of the Services regardless of the form of action, whether in contract, tort (including negligence), strict liability, products liability, or otherwise. DHWS shall not be liable for any incidental, indirect, consequential, special, exemplary or punitive damages (including loss of profits, goodwill, data, use or revenues or increased cost of operations), whether or not DHWS has been advised of the possibility of such damages. IN ANY EVENT, DHWS'S MAXIMUM LIABILITY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE AGREEMENT IS LIMITED TO THE AMOUNTS PAID TO DHWS UNDER THE AGREEMENT.
14. Buyer agrees to defend, indemnify and hold harmless DHWS and its agents from and against any losses, liabilities, damages, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including without limitation, all judgments rendered against and all fines and penalties imposed upon DHWS,

and any attorneys' fees and other costs of litigation (collectively, "Liabilities") arising out of injuries to persons, including disease or death, or damage to property caused by Buyer, its employees, agents, other contractors, or in any way attributable to the acts or omissions of Buyer under the Agreement, including without limitation any asserted defects in any Equipment produced for Buyer by DHWS caused by any alteration thereof with or without DHWS's consent made by Buyer, the improper handling, maintenance, storage or installation by Buyer, any action taken by Buyer which voids any certification or actual or claimed liabilities from infringement of patents or trademarks arising from compliance with any oral or written specifications or instructions provided by Buyer or its agents, except that Buyer's obligation to indemnify DHWS shall not apply to any Liabilities arising from DHWS's sole negligence, or that portion of any Liabilities that arise out of DHWS's contributing negligent acts or negligent omissions.

15. **Non-Solicitation.** Buyer agrees that, for a period of twelve (12) months from the date of the Agreement it will not (a) solicit, recruit or hire, or assist others in soliciting, recruiting or hiring, any of the current employees of DHWS with whom Buyer has been directly in contact or directly introduced or otherwise had contact with as a result of the Agreement or (b) solicit, interfere with or attempt to impair the relationship between DHWS and any of its customers, clients or accounts without the prior written consent of DHWS. Nothing in the foregoing sentence shall prohibit Buyer from soliciting any persons by means of a general advertising.
16. **Non-Performance.** Neither party shall be liable to the other for failure to perform its obligation in whole or in part when performance is prevented by flood, drought, fire or any other casualty, war, terrorism, riot, insurrection, acts of God, restrictions or interference by any government or governmental agency, strike, labor action, or any similar cause beyond the control of the party failing to perform, for the period during which such cause of failure exists.
17. **Limitation Period for Bringing Action.** No action may be commenced to enforce this contract or for any breach hereof, or for any defect or deficiency of the Equipment to be delivered or Services to be provided hereunder, whether on warranty, contract, negligence, or strict or products liability, unless such action is brought within 12 months after accrual of such cause of action.
18. **Choice of Law and Forum.** This Agreement shall be governed by the laws of the State of Michigan, notwithstanding any state's choice of law or rules to the contrary. Buyer consents and agrees that any action brought to enforce this Agreement, or for any breach hereof, or for any defect or deficiency of the Equipment or Services to be delivered hereunder, whether on warranty, contract, negligence, or strict or products liability, shall be brought solely in a state or federal court sitting in the State of Michigan, and Buyer consents and submits to the jurisdiction of such court.
19. Any quotation for the rental of Equipment shall be governed by the DHWS rental terms and conditions accompanying such quotation. To the extent any of the terms and conditions set forth in the rental terms and conditions conflict with the terms and conditions set forth herein, the terms and conditions set forth in the rental terms and conditions shall control.

ACTIVE.10744730.1

Contact Us

First Name*

Last Name*

Email Address*

Company Name*

Phone Number*

Product requirements, details, or questions.

I'm not a robot

reCAPTCHA
Privacy - Terms

SUBMIT

The PDN®



(<https://www.dhm2m.com/wireless-solutions/portable-data-network/>)

A rugged, closed-case portable data network. Keep the case closed, push a single button, and your secure WiFi network is up and running. Remote connectivity wherever you need it.

FIND OUT MORE ([HTTPS://WWW.DHM2M.COM/WIRELESS-SOLUTIONS/PORTABLE-DATA-NETWORK/](https://www.dhm2m.com/wireless-solutions/portable-data-network/))

site search...





(https://www.gsaadvantage.gov/advantage/contractor/contractor_detail.do?mapName=/catalog/product_detail&oid=828861669&contractNumber=GS-35F-0494Y&itemNumber=140-9323-100)



(<https://www.dhm2m.com/purchasing/cooperative-purchasing-program/>)

DH Wireless Solutions is a premier Value Added Reseller and Systems Integrator for wireless communications, M2M, and IoT technologies with complete solutions for connectivity, hardware, and application deployments. Our full Operations Center provides high-level support, pre- and post-sale assistance, backed by an incredibly experienced fulfillment team to assure a great customer experience.

©DH Wireless Solutions, All rights reserved. [Site Map](#)

(<https://www.dhm2m.com/sitemap/>)

site search...



CONTRACT FOR THE PROVISION OF FUNDING FOR WIFI EQUIPMENT AND SERVICES

THIS AGREEMENT is made between the County of Kent, a Michigan municipal corporation (the "County"), with a principal place of business at County Administration Building, 300 Monroe Avenue NW, Grand Rapids, MI 49503-2206 and Ada Township ("Township"), with a principal place of business at 7330 Thornapple River Drive, Ada, MI 49301.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Exclusive Agreement.** This Agreement, including exhibits attached hereto, constitute the entire Agreement between Township and County for the scope of services on Exhibit A for the term of this Agreement. The Agreement includes the following documents which are incorporated herein by reference and are deemed to be part of this contract as if set forth in full herein and, in the event of inconsistencies between the documents, shall govern in the order listed:
 - a. This Agreement
 - b. All Provisions required by law to be inserted in this Agreement whether actually inserted or not.
2. **Term of Agreement.** This Agreement will become effective when signed by both parties and shall continue until one of the following occurs:
 - a. Township has ceased using any equipment acquired under this Agreement; or
 - b. The Agreement is terminated pursuant to Section 3.
3. **Termination of Agreement.**
 - a. **With reasonable cause:** Either party may terminate this Agreement with reasonable cause immediately by giving written notice of termination to the other party. For purposes of this Agreement, reasonable cause shall be defined as: a material violation of this Agreement, or any act or omission by the non-terminating party that exposes the terminating party to liability for personal injuries or damage to property, real or personal.
 - b. **Without cause:** This Agreement may be terminated on 30 days' written notice by either party to the other party without cause
 - c. At termination, regardless of the reason, Township will cease using any equipment acquired under this Agreement.
4. **Services to be Performed.**
 - a. County agrees to:
 - i. Provide funding for expenses associated with Township acquiring and installing an external WiFi system designed to deliver internet connectivity to multiple users (the "System"). These expenses include equipment acquisition, site survey, installation including permits and wiring, and testing.

- ii. Pay for internet service for the System through December 30, 2020, provided that any billing for such service, either direct from the supplier or from the Township, must be in the hands of the County no later than December 15, 2020. No payments will be made to Township after December 30, 2020 for internet service.
- b. Township agrees to:
 - i. Use the equipment, installation, and internet service provider(s) designated by the County for the System through the term of this Agreement.
 - ii. Cooperate with the designated providers in installation and operation activities. Such cooperation includes the issuing of and any payments for required permits.
 - iii. Allow free access to the public to the parking lot of the Township's facility where the System is located in order to permit public use of the System.
 - iv. The Township will not charge fees for use of the System.
 - v. Township agrees to comply with all applicable provisions of the Michigan Telecommunications Act, PA 179 of 1991, MCL 484.2101 et seq. as amended, and specifically MCL 484.2252.
 - vi. Provide and pay for electricity needed to run the System.
 - vii. Dismount and turn the equipment associated with the System over to the County in the event it discontinues the internet service component within two (2) years of beginning operation of the System for public use.
 - viii. Maintain records of all expenses related to this Agreement for seven (7) years following termination of this Agreement.
- c. Nothing herein will be interpreted to require the Township to operate the System after December 30, 2020.

5. Performance.

- a. The parties will perform the Work as required by and in accordance with the schedule or time requirements set forth in this Agreement.
- b. Failure to complete the obligations as required shall constitute breach of this Contract.
- c. The non-breaching party shall have the option of allowing the breaching party to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within the Cure Period shall allow the non-breaching party to, without further notice to the breaching party, declare this Contract terminated and the non-breaching party shall be entitled to all remedies available to it at law or in equity.

- 6. Payment and Terms of Payment.** County will pay to Township Five Thousand Two Hundred Dollars (\$5,200.00) per unit to cover initial costs of acquiring, installing and providing Internet service for the System within fifteen (15) days of this Agreement being fully executed. Any expenses incurred by Township in fulfilling its responsibilities under this Agreement pertaining to the System that exceed this amount will be reimbursed by County within 15 days of receipt by the County of appropriate documentation supporting such Township expenses. The total County commitment for the System, including any reimbursement, is capped at Six Thousand Dollars (\$6,000.00). All documentation must be received by County by December 15, 2020 in order to be eligible for reimbursement. In the event the funds paid by County exceed the amount required for acquiring, installing and service provision for the System through the end of 2020, any overage may be used by Township for purposes that qualify under the federal

CARES Act.

7. Indemnification. Township agrees to indemnify, defend, and hold harmless County from any and all liability arising out of or in any way related to Township's performance of services during the term of this Agreement, including any liability resulting from negligent, grossly negligent, intentional or reckless acts or the acts of the employees or agents of Township. This provision shall survive the termination of this Agreement.

8. Dispute. In the event of any dispute or difference of any kind whatsoever, arising out of or in relation to or in connection with the validity or invalidity, construction, execution, meaning, operation or effect, change of or breach of this Agreement, which cannot be settled by the individuals who have executed this Agreement by signature, such dispute or difference shall be referred to the Parties' respective CEOs (or equivalents) who shall meet together with a view to resolving the same within a period of not more than 30 days from the date of the submission. In the event that Parties' respective CEOs are unable to amicably resolve such dispute or difference within a reasonable time, the Parties shall be free to pursue any and all available remedies at equity or law including binding or non-binding mediation if agreed to by both Parties.

Pending resolution of such dispute or difference and without prejudice to their rights, the Parties shall continue to respect all their obligations and to perform all their duties under this Agreement.

9. Township Representation and Warranty Regarding Federal Excluded Parties List. The Township acknowledges that the County may be receiving funds from or through the Federal Government and that such funds may not be used to pay any Township on the Federal Excluded Parties List (EPLS). The Township represents and warrants to the County that it is not on the Federal EPLS. If the Township is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Township shall be in breach and the County shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Township, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of the Township's non-compliance with this warranty and representation.

10. Applicable Law.
 - a. This Agreement will be governed by the laws of the State of Michigan.
 - b. Relative to its performance and consistent with the terms of the Agreement, Township shall at all times comply with all applicable local, State and Federal laws, rules, and regulations applicable to this Contract and the work to be done herewith, specifically including but not limited to:
 - i. The Elliott-Larsen Civil Rights Act,
 - ii. The Americans with Disabilities Act,
 - iii. Occupational Safety and Health Administration (OSHA) and Michigan OSHA

- requirements,
 - iv. Laws and regulations concerning environmental or pollution matters,
 - v. Laws and regulations concerning export and/or data security and/or destruction matters,
 - vi. Laws, ordinances, rules and regulations that may in any manner affect the safety of equipment or material used in accordance with this Agreement, those employed on the work, and the conduct of the work,
 - vii. The Michigan Iran Economic Sanctions Act, 2012 P.A. 517.
- The Township shall indemnify and hold County harmless against any claim or liability arising from the violation of any such provisions.

11. **Jurisdiction and Venue.** The parties consent to the exercise of general personal jurisdiction over it by the appropriate courts in the State of Michigan. Any action on a controversy that arises under or in association with this Agreement shall be brought in the Kent County Circuit Court, State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
12. **No Partnership.** This Agreement does not create a partnership relationship. Neither party may enter into a contract on behalf of the other party.
13. **Partial Invalidity.** The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
14. **Absence of Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
15. **Governmental Immunity.** Neither party waives its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
16. **Miscellaneous.**
 - a. **Force Majeure:** Either party shall be excused from performance under this Agreement for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
 - b. **Titles and Headings:** Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

- c. **Anticipatory Breach:** If the Township, at any time before delivery of services, declares its intent not to perform in accordance with this Agreement, County shall have an immediate cause of action for breach of this Agreement, and shall be entitled to all remedies available to it at law or in equity.
- d. **Assignment and Delegation:** Township may not assign or subcontract any rights or obligations under this Agreement without County's prior written approval.
- e. **No Third-Party Benefit:** The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- f. **Availability of Funds:** Each payment obligation of County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. County shall notify the Township at the earliest possible time of the services that will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any further payments due or for any damages as a result of termination under this Section.
- g. **Notices:** Notices required under this Agreement shall be sent to the signatories of this Agreement at the addresses set forth above via the US Postal Service, or at such address as the party or parties to be served notice may have furnished in writing to the party or parties seeking or desiring to serve notice as a place for service of notice.
- h. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- i. **Records.** Township will retain all records associated with acquisition, installation and operation of the System for a period of seven (7) years after the term of this Agreement.

SIGNATURES APPEAR ON NEXT PAGE

In witness whereof, each party to this Agreement has caused it to be executed on the date(s) indicated below. This agreement is effective upon the execution of the final signature required by this Agreement.

County of Kent

By: _____

Wayman P. Britt
Administrator / Controller

Date: _____

Ada Township

By: _____

George Haga
Supervisor

Date: _____

IXA



MEMORANDUM

Date: 9/18/20

TO: Ada Township Board
FROM: Jim Ferro, Planning Director
RE: Change Order 5 to Erhardt Construction contract for Library/Community Center

Change Order 5 to the contract with Erhardt Construction for the Library/Community Center encompasses the completion of the Lobby addition to the west end of the building, the scope and pricing for which was included in Bulletin 7 and previously approved by the Township Board.

The change order increases the Guaranteed Maximum Price (GMP) by \$699,174.26, to a total of \$10,108,333.51

Approval of the Change Order is recommended.



6060 Fulton St E
Ada, MI 49301
Ph: (616)676-1222

Change Order

Project:
3993 Ada Township Comm Cntr/Library
7171 Headley Street
Ada, MI 49301

Change Order: 5
Date: 9/4/2020

To Contractor:
Erhardt Construction
6060 Fulton St E
Ada, MI 49301

The Contract is changed as follows:

Bulletin 7 - Lobby Addition

CE 033 Bulletin 7

\$699,174.26

*Please note that the date of Substantial Completion for the Lobby Addition (only) is scheduled to be February 12, 2021, but we are doing our best to improve upon that date so that it will more closely align with the original project substantial completion of 12/23/20. The exterior landscaping will have to be finished in the Spring of 2021.

The original Contract Amount was	\$8,940,331.00
Net change by previously authorized Change Orders	\$468,828.25
The Contract Amount prior to this Change Order was	\$9,409,159.25
The Contract will be increased by this Change Order in the amount of	\$699,174.26
The new Contract Amount including this Change Order will be	\$10,108,333.51

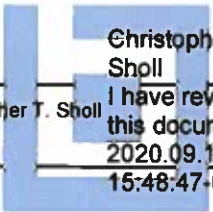
The date of Substantial Completion as of the date of this Change Order therefore is 2/12/2021

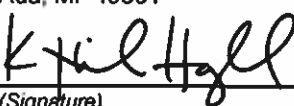
NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Progressive AE
ARCHITECT

Erhardt Construction
CONTRACTOR
6060 Fulton St E
Ada, MI 49301

OWNER


 Christopher T. Sholl
 I have reviewed this document
 2020.09.17
 15:48:47-04'00'
 By _____
 Date _____


 Nick Haglund, Project Manager
 By _____
 09/17/2020
 Date _____

 (Signature)

 By

 Date



Change Request

To: Number: CE 033
Date: 7/16/20
Job: 3993 Ada Township Comm Cntr/Library

Description: Bulletin 7

We are pleased to offer the following specifications and pricing to make the following changes:

Description	Price
Revised Concrete Contract	\$280.00
Revised Masonry Contract	\$6,923.56
Revised General Trades Contract	\$19,094.00
Revised Metal Panel Contract	\$58,900.00
Revised Roofing Contract	\$45,500.00
Revised AGG Contract	\$94,930.00
Revised LPDA Contract	\$75,769.00
Revised Flooring Contract	\$1,477.00
Revised Terrazzo Contract	\$39,834.55
Revised Painting Contract	\$2,120.00
Revised Fire Suppression Contract	\$4,170.00
Revised Plumbing Contract	\$29,775.00
Revised Mechanical Contract	\$73,571.00
Revised Commissioning Contract	\$1,100.00
Revised Electrical Contract	\$42,035.00
Added Sitework	\$65,000.00
Children's Garden Paver Credit	\$-2,800.00
Decorative Fence Credit	\$-5,188.00
Reduce Landscaping	\$-2,385.56
Bulletin 6-7 General Conditions	\$113,410.00
Fee	\$34,958.71
Revised Caulking Contract	\$700.00
	Subtotal: <u>\$699,174.26</u>
	Total: <u>\$699,174.26</u>

Erhardt's change request for the balance of work is \$35k over the relative budget line items, the Arts Center budget still has \$72,853 of construction contingency to cover the overrun.



6060 Fulton St E
Ada, MI 49301
Ph : (616)676-1222

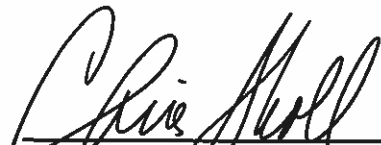
Change Request

To: Number: CE 033
Date: 7/16/20
Job: 3993 Ada Township Comm Cntr/Library

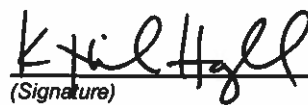
ARCHITECT

Erhardt Construction
CONTRACTOR
6060 Fulton St E
Ada, MI 49301

OWNER



(Signature)
PAE



(Signature)

Nick Haglund, Project Manager

By _____
Date _____

By _____
Date 07/16/2020

(Signature)
By _____
Date _____

XB



TOWNSHIP

MEMORANDUM

Date: 9/18/20

TO: Ada Township Board
FROM: Jim Ferro, Planning Director
RE: Change Order 6 to Erhardt Construction contract for Library/Community Center

Change Order 6 includes a number of minor project changes, only one of which results in a change to the Guaranteed Maximum Price.

Addition of E-Vehicle Charging Station

One 2-vehicle charging station is being added to the parking area, along with infrastructure needed to serve the potential future addition to 2 more 2-vehicle charging stations. The total cost of the system, which is added to the Guaranteed Maximum Price (GMP), is \$24,476.19.

The cost of the system increased from the original estimate of \$21,462 that was presented to the Township Board in November, 2019, when the Board authorized addition of the e-vehicle charging station to the project. Much of this cost increase is attributable to changes to the design that were made to accommodate adding 2 more charging stations in the future, as was suggested by the Township Board. These costs included providing a separate electrical service and meter for the system, instead of serving it from the building, added electrical equipment and expansion of the parking to provide ADA-accessibility to all 6 potential parking spaces served.

It should be noted that a donation pledge of \$15,000 toward the cost of the e-vehicle charger, confirmed in writing, has been received. In addition, a \$5,000 rebate from Consumers Energy has been applied for and approved.

This change was previously signed off on pursuant to the minor change order authority policy approved by the Board.

Miscellaneous Changes:

The Change Order also includes several items totaling \$18,441.84 in additional costs that will be funded from Erhardt's construction contingency (no change to the GMP). These include the following:

- providing electrical service to a monument sign location next to the driveway and adding a bicycle rack to the site. (\$6,388.47)
- revised fabric selections and wood casework revisions (\$12,053.37).

These changes were also previously signed off on pursuant to the minor change order approval authority. This change order increases the Guaranteed Maximum Price (GMP) by \$24,476.19, to a total of \$10,132,809.70. After approval of Change Order #6, the Township's remaining contingency budget will be approximately \$410,000, out of an original contingency amount of \$896,751.

Approval of Change Order #6 is recommended.

Change Order

Project:
3993 Ada Township Comm Cntr/Library
7171 Headley Street
Ada, MI 49301

Change Order: 6
Date: 9/17/2020

To Contractor:
Erhardt Construction
6060 Fulton St E
Ada, MI 49301

The Contract is changed as follows:

August Changes

CE 011 CCD 001	\$0.00
CE 028 CCD 003 - Electrical Vehicle Charging Stations	\$24,476.19
CE 037 Casework Submittal Mark-ups	\$0.00
Total:	\$24,476.19

The original Contract Amount was	\$8,940,331.00
Net change by previously authorized Change Orders	\$1,168,002.51
The Contract Amount prior to this Change Order was	\$10,108,333.51
The Contract will be increased by this Change Order in the amount of	\$24,476.19
The new Contract Amount including this Change Order will be	\$10,132,809.70

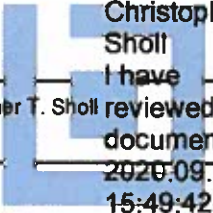
The date of Substantial Completion as of the date of this Change Order therefore is

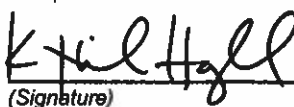
NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Progressive AE
ARCHITECT

Erhardt Construction
CONTRACTOR
6060 Fulton St E
Ada, MI 49301

OWNER


 Christopher T. Sholl
 I have reviewed this document
 2020-09-17 15:49:42-04'00'
 By _____
 Date _____


 (Signature)
 Nick Haglund, Project Manager
 By _____
 09/17/2020
 Date _____

 (Signature)

 By _____

 Date _____

PCO 011

6060 Fulton St E
 Ada, MI 49301
 Ph : (616)676-1222

Change Request

To: Ada Township
 7330 Thornapple River Dr
 Ada, MI 49301

Number: CE 011
 Date: 3/2/20
 Job: 3993 Ada Township Comm Cntr/Library

Description: CCD 001

We are pleased to offer the following specifications and pricing to make the following changes:
 Bike Rack out on sidewalk. Power to the (future) Monument Sign.

Description	Price
Power to Monument Sign	\$2,735.00
Added Bike Rack	\$3,251.00
Revised Bond Costs	\$31.94
Revised GL Insurance	\$51.11
Revised Fee	\$319.42
Subtotal:	\$6,388.47
Total:	\$6,388.47

Erhardt agrees with JLL to fund this change from the GMP construction contingency for a no cost GMP change request.

ARCHITECT

Erhardt Construction
 CONTRACTOR
 6060 Fulton St E
 Ada, MI 49301

OWNER

Chris Skell PAE
 (Signature)

Kyle Hill
 (Signature)

George Haga
 (Signature)

By

Nick Haglund, Project Manager
 By

George Haga
 By

Date

08/04/2020
 Date

Date



6060 Fulton St E
 Ada, MI 49301
 Ph : (616)676-1222

PCO 28

Change Request

To: Ada Township
 7330 Thornapple River Dr
 Ada, MI 49301

Number: CE 028
 Date: 6/19/20
 Job: 3993 Ada Township Comm Cntr/Library

Description: CCD 003 - Electrical Vehicle Charging Stations

We are pleased to offer the following specifications and pricing to make the following changes:
 See attached CCD 003 to add two Electrical Vehicle Charging Stations on the North Side of the Parking Lot

Description	Price
CE 028 CCD 3 Concrete Base	\$250.00
CE 028 CCD 3 Elec Vehicle Charging Stations	\$20,580.00
CE 028 CCD 3 Consumer's Energy	\$975.00
GL Insurance	\$122.38
CE 028 CCD 3 Added Parking Lot Base	\$1,325.00
CE 028 CCD 3 Fee	\$1,223.81
Subtotal:	\$24,476.19
Total:	\$24,476.19

Scott Rantala

ARCHITECT

Erhardt Construction
 CONTRACTOR
 6060 Fulton St E
 Ada, MI 49301

OWNER

Christopher J. Hull
 (Signature)
 PAE

Kyle Hall
 (Signature)

George Hagg
 (Signature)

By

Nick Haglund, Project Manager

GEORGE HAGG

Date

By
 08/13/2020

By
 TWP SUPVA
 08/17/2020

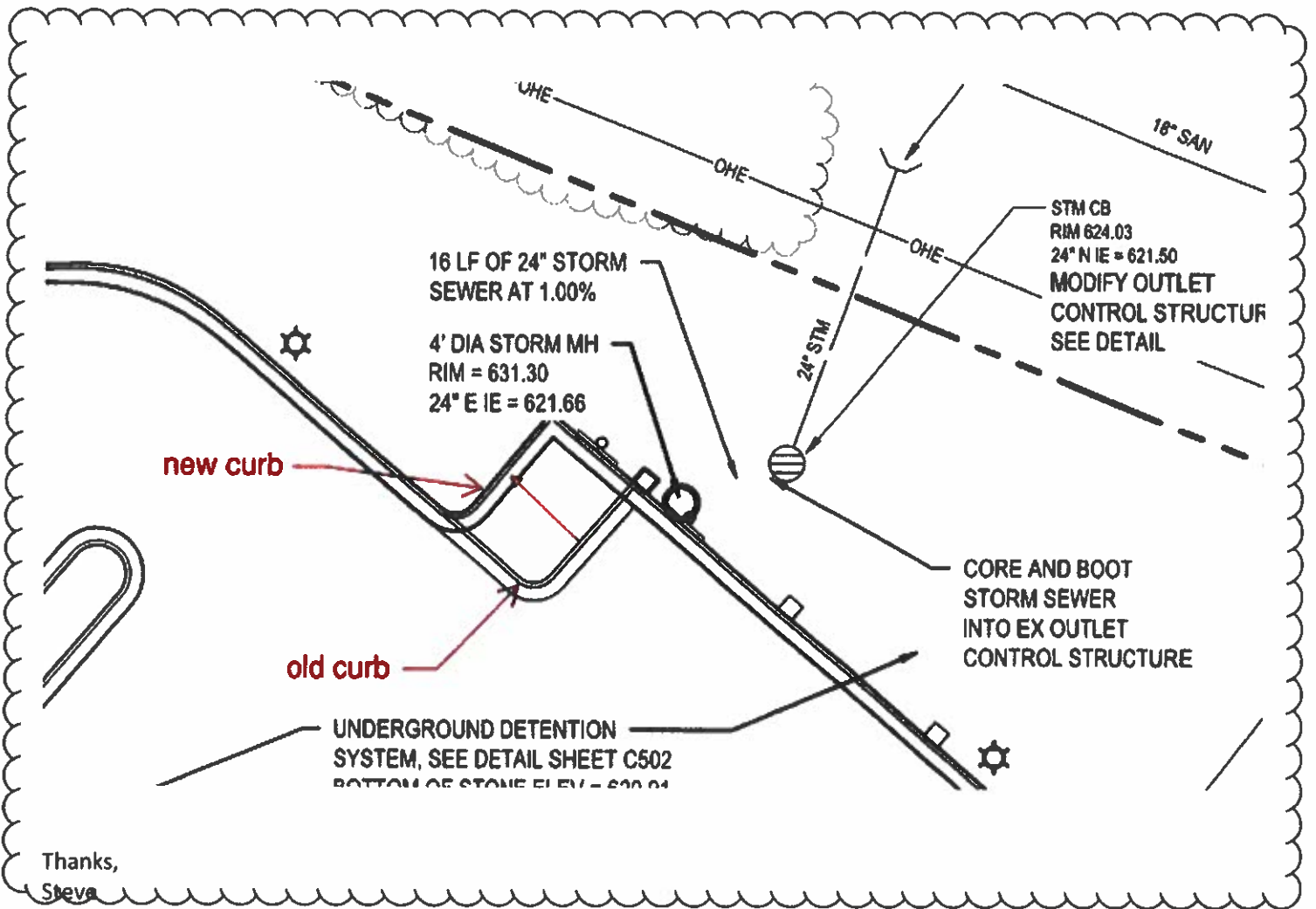
Date

Date

Nick Haglund

From: Steve Teitsma <TeitsmaS@progressiveae.com>
Sent: Friday, May 22, 2020 7:52 AM
To: Brian Darling; Ken Brandsen; Nick Haglund; Chris Sholl
Subject: RE: [External] AVA Library and Community Center CCD 003

Yes, it was taken into account, see below. The new charging station will be right next to the manhole, but there should be enough room to construct it.
Let me know if you have any questions.



Thanks,
Steve

Steve Teitsma, PE
Senior Civil Engineer
office 616.447.3384
progressiveae.com



From: Brian Darling <bdarling@Erhardtcc.com>
Sent: Friday, May 22, 2020 7:05 AM
To: Steve Teitsma <TeitsmaS@progressiveae.com>; Ken Brandsen <BrandsenK@progressiveae.com>; Nick Haglund



6060 Fulton St E
 Ada, MI 49301
 Ph : (616)676-1222

PCO 037

Change Request

To: Ada Township
 7330 Thornapple River Dr
 Ada, MI 49301

Number: CE 037
 Date: 8/4/20
 Job: 3993 Ada Township Comm Cntr/Library

Description: Casework Submittal Mark-ups

We are pleased to offer the following specifications and pricing to make the following changes:
 Revisions to the Caswork Submittals. Approval needed to release caework for fabrication.

1. Revised Fabric Selections.
2. Revised Dimensions at the Art Wall (depth) only a partial detail shown on documents.
- 3 Revised detailing at the Children's stack, changing from P-Lam to wood.
4. Completely revised Concierge Desk.

Description	Price
Revisions to the casework noted on the submittals	\$13,226.00
Revised bond costs	\$96.43
Revised GL Insurance	\$60.27
Revised Fee	\$602.67
Work scope clarifications	\$-1,932.00
Subtotal:	\$12,053.37
Total:	\$12,053.37

Erhardt agrees with JLL to fund this change from Erhardt's GMP construction contingency.

ARCHITECT

Chris Hall
 (Signature)

By _____

Date _____

Erhardt Construction
 CONTRACTOR
 6060 Fulton St E
 Ada, MI 49301

Nick Haglund
 (Signature)

Nick Haglund, Project Manager

By _____

Date 08/04/2020

OWNER

George Haga
 (Signature)

GEORGE HAGA TWP SUPER

By _____

Date 08/14/2020

Scott Rantala