III B.12

STATE OF MICHIGAN
EXECUTIVE OFFICE
LANSING

RICK SNYDER
GOVERNOR

BRIAN CALLEY
LT. GOVERNOR

May 22, 2018

George Haga, Township Supervisor
Ada Township
7330 Thornapple River Dr NE, PO Box 370
Ada, MI 49301

Dear Township Supervisor Haga:

Thank you for participating in the Regional Asset Management Pilot and for furthering the culture of asset management within the State of Michigan. One year ago, the Regional Asset Management Pilot was tasked with determining a roadmap for the state to establish a statewide integrated asset management system in order to provide safe and reliable infrastructure for Michigan citizens and reduce costs for communities and users. The Pilot has accomplished this and so much more.

Over 200 communities, regional entities, and private utilities engaged in at least one area of the pilot process. Data collection necessary for the pilot to succeed covered a geography of 158 communities with submissions of over 15,000 miles of drinking water data, 13,000 miles of wastewater data and 6,000 miles of storm water data. This information has helped demonstrate how a statewide asset management database will allow better decision-making about where and how much we invest in the vital resources necessary for the long-term success of our state.

Michigan is quickly establishing itself as becoming the first state in the nation to create a comprehensive asset management data collection and planning process to drive efficiencies and coordination across all infrastructure asset types. However, our work is not done. Through the creation of the Michigan Infrastructure Council to oversee the implementation of the Pilot's final recommendations and the creation of a statewide asset management database, we will have a holistic, integrated, and comprehensive strategy for our vital infrastructure. This will put us on a path toward a sound and modern infrastructure system the people of Michigan deserve and that our economy requires.

Again, thank you for your participation in the Pilot program and your dedication to the residents of Michigan. This comprehensive pilot would not have been possible without your participation and I look forward to your continued support through the Michigan Infrastructure Council.

Sincerely,

Rick Snyder
Governor

B.13

STATUS OF STRATEGIC PLAN INITIATIVES
Lead Responsibility - Brian Hilbrands
May 31, 2018

Initiative	Target Date	Action Steps	Status
Establish quarterly joint work sessions to foster open communication between all boards	Dec, 2017	1. Present to DDA Board	Presented at 1/8 meeting, consensus was to move forward with establishing meetings
		2. Present to Planning Commission	Presented at 1/18 meeting
		3. Present to Township Board	Presented at 1/22 meeting
		4. Hold joint work session	Held on 5/22 between Township and DDA Boards
		5. Schedule a meeting of the Township Finance subcommittee with DDA representatives	Work with Supervisor Haga to schedule a subcommittee meeting
Develop a marketing plan to capture a more diverse demographic of Ada residents	Feb, 2018	1. Review/assess current communication methods and opportunities	Current communication includes Facebook, constant contact emails, website, and Ada View
		2. Identify gaps/areas that need in improvement in Township communications	Meet with Katie Pirog to discuss Township social media plan for the next year
			Held a communications meeting to discuss how to create a central information "hub" for all things Ada
		3. Create a marketing plan to address gaps and improve communications with the public	Will hold monthly editorial meetings involving the website, Facebook page, ABA and Parks to discuss upcoming content
		4. Update Township website to better display events, and inlcude a Business tab	Discussions with Supervisor Haga and Clerk Smith on how to best implement updates

STATUS OF STRATEGIC PLAN INITIATIVES
Lead Responsibility: Jim Ferro
5/30/18

Initiative	Target Date	Action Steps	Status
Determine/develop plan for trail expansion/financing	Jun, 2018	1. Establish/convene new trail committee	Subcommittee of Parks/Rec./Land Advisory Board being recruited Need to recruit additional citizen members of Subcommittee.
		2. Prepare updated Trail Plan	-Host a table at July or August "Beers at the Bridge," with Township-wide trail map for public "marker" input. - Public Open House event on draft Plan in September at Roselle Park. - Prepare final Plan for adoption by Advisory Board and Twp. Bd. In November.
		3. Develop ballot proposal for renewal of trail millage.	Target for 8/2020 primary ballot.
Identify priority land acquisition parcels; be prepared to act on new opportunities.	Dec, 2018	1. Review/assess current priorities with PRLP Advisory Board	No action to date
		2. Evaluate need for revisions to current priorities.	
Develop/implement strategies for diverse/affordable housing	Dec, 2018	1. Identify available alternatives under MI law	Monitor status of Senate Bill 110, introduced 2/17, which authorizes local units to enact incentives for affordable housing development.
		2. Benchmark other local government strategies	City of GR "Housing NOW" policy and regulatory recommendations have been obtained and are being reviewed.
		3. Assess obstacles/impediments in current zoning rules.	
		4. Prepare draft of potential measures.	
Provide timely/relevant communications to Twp. Officials/staff/public	Jun, 2018	1. Discuss at Dept. Head meeting.	
		2. Inventory all current communications methods.	
		3. Engage Dept. Heads in evaluation of potential improvements.	

STRATEGIC PLAN INITIATIVES - STATUS UPDATE - MARK
5/30/18

Initiative	Target Date	Action Steps	Status
Identify priority land acquisition parcels; be prepared to act on new opportunities.	Dec, 2018	1. Review/assess current priorities with PRLP Advisory Board	No action to date
		2. Evaluate need for revisions to current priorities and funds.	CIP and Budget set to sustain some funds for potential land aquisitions.
		3. Review and update as needs maps	No action to date
Determine Township role and service levels in providing active programming for the community's use of parks and trails.	July, 2018	1. Have a Recreation Needs Assesment conducted	The firms RJM and MainStreet have been hired to conduct the assesment. A start up meeting was held last week. Plan is to be completed by October 1.
		2. PRLP Advisory Board to review assessment, PRLP Community Recreation Plan goals and feasability of implementing program services	Now that the asseement is underway, the Advisory Board, and Township Board members will be involved in the input sessions. Full review and adjument of goals won't occur until after report in October.
		3. Define current and past programs in an easily read format for review committes	This is currentlyly underway and will be part of the needs assesment project over June and July.
		4. Township Board to weigh in on roles and priorities	Targeted as part of the needs assessment process. Should occure during June and July.
Complete the Master Plan for future phases of Settler's Grove Park	July, 2018	1. Master plan for entire park drafted - for the access ares it is already done - some adjustments needed	Construction of public access area is underway and due completion late summer 2018
		2. Review adjustments to deck constructions details	Architects are to have new concept drawings and cost estimates ready for a review meeting on June 7.
		3. Review trail extensions to connect park to trails north of M21	Current Master Plan shows these as "Future Trails". Review and funding plans will come after the the current construction phase of the park area is completed.

STATUS OF STRATEGIC PLAN INITIATIVES

Lead Responsibility - George Haga

1-Jun-18

Initiative	Target Date	Action Steps	Status
Safe Community	Dec. 2017	1. Contract for Transportation Engineering services.	Progressive AE provided report to Township Board. No formal action taken by Board. See attached update from Township Engineer regarding Ada Dr./Thornapple River Dr. and Ada Dr./Bronson St.
		2. Budget for Speed Board signs.	New Speed Boards are scheduled to arrive in two weeks
		3. Continue to work with KCRC on this initiative and the Kent County Sheriff's Department .	Continueing dialog with KCRC on public safety matters. Working with Kent County Sheriff's Department for planning Selective Speed enforcement as follow-up to information received from Speed Board.
Develop a plan to identify staffing needs for Township.	Feb. 2018	1. Contract with consultant to review current staffing and future staffing needs.	No further action at this time.
		2. Coordinate with Buildings and Grounds Committee as they review space needs.	No further action at this time.
Develop a compreshnsive plan for maintenance of Community Center/Library and Trails	Dec. 2018	1. Develop a plan for funding plan and maintenance plan.	No action to date.
Develop a comprehensive strategy for engaging elected officials in Township busiess and policy development.	Dec. 2018	Discuss with the Administrative Committee and Trustees on ideas to develop a plan of interaction.	No action to date.

Develop a comprehansive Asset Management plan.	Jul. 2018	1. Asset management plan for township water system.	Completed December 2017
		2. Asset management plan for sanitary sewer system.	To be completed Summer of 2018. Assets are being inventoried and inspected. Several Sanitary Sewer lines are being scheduled for video.
		3. Asset management plan for Township property and equipment.	Will be scheduling Administrative Assistant for training on the Asset Management software with BS&A

MOORE & BRUGGINK, INC.
Consulting Engineers
2020 Monroe Avenue NW
Grand Rapids, Michigan 49505-6298

MEMORANDUM

TO: George Haga

FROM: Steven C. Groenenboom, P.E.

DATE: May 31, 2018

SUBJECT: Ada/Bronson/River/Thornapple River Drive, Project No. 16202.1

We have revised the Ada/TRD and the Ada/Bronson intersection drawings per our meeting on May 24. The conceptual plans are attached for your review.

My notes from our meeting follow:

1. No left turn lanes from Ada Drive at either intersection will be required.
2. Ada Drive will be two lanes at the intersections. At the throat of the intersection, Ada Drive will be 31' face to face (16 foot lane + 12 foot lane + 3 foot c&g).
3. Jim Ferro will check with Walt VanderWulp to see if we can move his mailbox on Ada Drive. This will free up an additional parking space.
4. We need to show the driveway on TRD just east of the gas station.
5. We will close the curb dub down/drive entrance just east of Nona's. This will allow for an additional parking space.
6. Crosswalks at TRD will be constructed similar to the ones at Headley.
7. We will look at an option to construct a colored concrete intersection at Ada/TRD similar to the one on Headley. This will involve closing the intersection to traffic for several weeks during construction.
8. KCRC will fund cost for asphalt paving. They will also consider cost of curb and gutter.
9. Need to fill in areas in back of curb and gutter with brick pavers.
10. M&B to submit plans to KCRC/Ada Township for conceptual approval. They are attached.
11. Ada Township would like to add in the resurfacing of Bronson and River Street into a bid package that would then include Bronson (resurfacing), River Street (resurfacing),

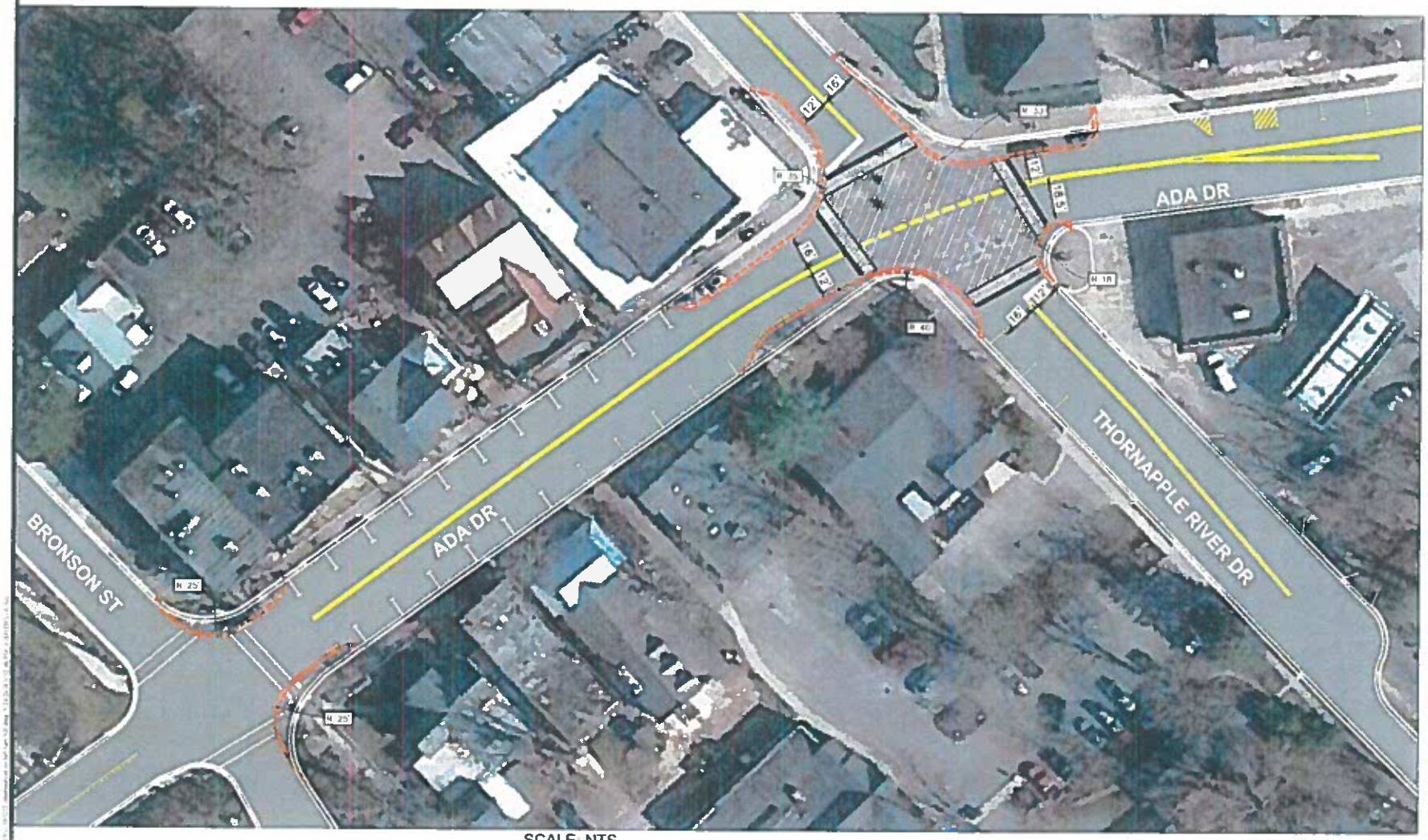
and construction of both the Bronson/Ada Drive and Thornapple River/Ada Drive intersections.

12. Ada Township would like to get the project constructed this year.

13. We will submit cost estimates to KCRC and Ada Township for review as a separate submittal. Cost shares will then be reviewed.

Please let me know if I missed anything.

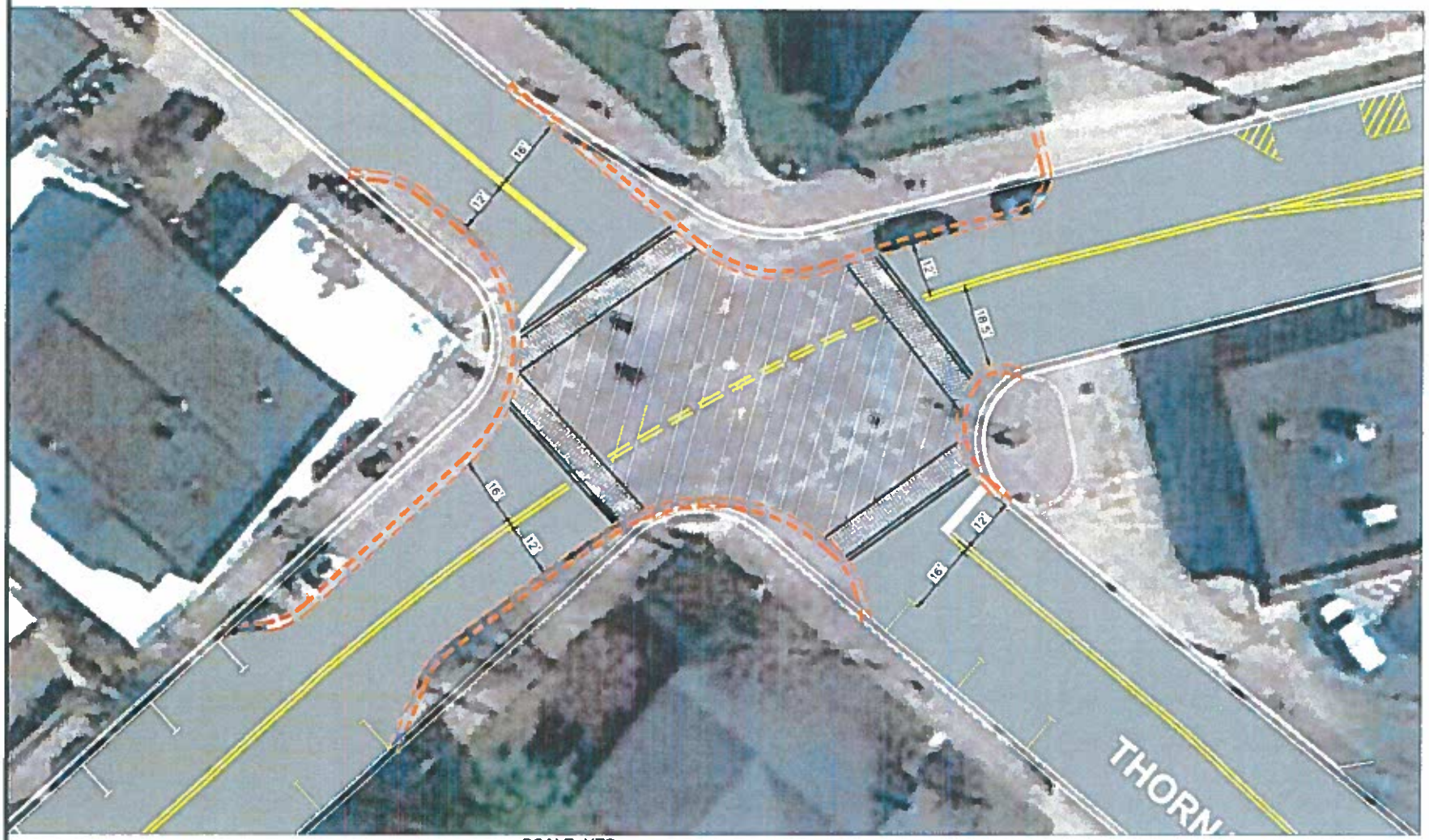
cc: Tim Haagsma, P.E.
Wayne Harrall, P.E.
Pete LaMourie, P.E.
Jim Ferro
Josh DeYoung



SCALE: NTS

THORNAPPLE RIVER DR AND ADA DR. INTERSECTION IMPROVEMENTS

PLAN REVISIONS	THORNAPPLE RIVER DR. AND ADA DR. INTERSECTION FOR ADA ADA KENT COUNTY MICHIGAN	
	MOORE & BRUGGINK, INC. Consulting Engineers	SHEET NUMBER 1 OF 2



SCALE: NTS

THORNAPPLE RIVER DR. AND ADA DR. INTERSECTION IMPROVEMENTS

PLAN REVISIONS	THORNAPPLE RIVER DR. AND ADA DR. INTERSECTION FOR ADA ADA KENT COUNTY MICHIGAN	
	MOORE & BRUGGINK, INC. Consulting Engineers 2020 Monroe Avenue N.W. Grand Rapids, Michigan 49505-4298 Phone (616) 361-9961 Web www.mbrc.com	2 OF 2

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Ada Township

Fire Department

May 2018

Activity Report

May 2018 Activity Report

Type	May	YTD
Medical	27	127
Vehicle accident	5	24
Structure fire	2	32
Vehicle fire	0	3
Grass fire	4	10
False alarms	10	26
Service calls	2	10
Good intent call	0	5
Hazardous Cond. CO	0	7
Other calls wires	6	14
Total	56	258

Shift	Incidents	Arrival	Responders
First	28	5	3
Second	13	6	4
Third	11	6	5
Fourth	4	6	6

Year	Month	YTD	
2018	56		Current
2017	45	242	One year
2013	50	255	Five year
2008	33	188	Ten year
2003	38	221	Fifteen year

Auto aid	Received	Received	Given	Given
Department	May	YTD	May	YTD
Cannon		4		0
Cascade		9	3	9
G R Twp.		1	1	4
Grattan		1		2
Lowell		2	3	10
Plainfield		1		2

May 2018 Incident Report

#	Date	Address	Description	Detail	Shift	Time	Arrive	#FF's	Assist
208	5-1	Thornapple River & Ada Dr.	Vehicle accident	Two cars	1	13:21	2	3	
209	5-1	7192 Bradfield	Med 2	Medical	1	14:34	3	2	
210	5-1	3 mile & Lincoln Lake	Vehicle accident	Motorcycle	1	15:37	9	3	To Lowell
211	5-1	12740 Triple Oak	Grass fire	Several acres	1	15:23	9	2	To Lowell
212	5-1	2590 Sumac Lane	Grass fire	Several acres	2	19:54	19	5	To Cascade
213	5-2	998 Ada Place	Med 2	Medical	1	10:29	4	6	
214	5-2	7128 Fulton	Med 2	Medical	1	12:50	4	5	
215	5-2	5810 Ada Drive	Med 1	Medical	2	16:33	4	2	
216	5-4	7575 Fulton	Med 1	Medical	3	7:55	2	1	
217	5-4	4986 W. Village Trail Ct.	Med 1	Medical	1	8:44	6	5	
218	5-4	8338 Fulton	Wires down	Tree	1	10:14	5	3	
219	5-4	8246 Vergennes	Wires down	Winds	1	10:48	7	2	
220	5-4	3100 Honeycreek	Wires down	Winds	1	11:05	2	1	
221	5-4	946 McCabe	Wires down	With fire	1	11:08	2	1	
222	5-4	8723 Vergennes	Wires down	Broken pole	1	11:28	7	3	
223	5-4	1029 Thornapple River	Wires down	Low hanging	1	11:43	10	3	
224	5-4	6790 Cascade Road	Structure fire	Electrical problems	1	11:57	6	3	To Cascade
225	5-4	Grand River & Mtn. Ridge	Vehicle accident	Property damage	2	16:17	-	1	
226		Dispatch error							
227	5-4	Three mile & Gd. River	Vehicle accident	Truck vs. house	3	7:19	4	8	
228	5-9	756 Abbey Mill Ct.	Med 1	Medical	3	7:24	5	8	
229	5-9	Cascade & Laraway Lake	Vehicle accident	Pin in/ Aero Med	1	10:24	5	7	To Cascade
230	5-9	Grand River & Knapp	Smoke investigation	Controlled burn	1	11:27			From GR Twp.
231	5-9	2200 Pettis	Med 1	Medical	2	19:09	7	7	
232	5-10	7500 Four Mile	Med 1	Medical	1	12:14	5	5	
233	5-11	5456 Ada Drive	Med 1	Medical	2	21:21	5	6	
234	5-12	8831 Vergennes	Med 1	Medical	3	5:26	8	8	
235	5-14	838 Bridgewalk Ct.	Med 2	Cancel Med 3	3	5:05	-	-	
236	5-14	7575 Fulton	Med 1	Medical	3	7:09	3	1	
237		Dispatch error							
238	5-15	6555 Grand River	Fire alarm	False	1	10:52	2	3	
239	5-16	7575 Fulton	Fire alarm	False	3	12:19	6	5	

May 2018 Incident Report

#	Date	Address	Description	Detail	shift	Time	Arrive	#FF's	Assist
240	5-16	7128 Fulton	Med 1	Medical	1	9:18	1	3	
241	5-16	9280 Two mile	Med 1	Medical	2	23:31	8	4	
242	5-17	5758 Highbury	Med 1	Medical	3	6:06	6	4	
243	5-17	7144 Headley	Fire alarm	False	1	8:58	1	1	
244		Dispatch error							
245	5-17	519 Ada Drive	Med 2	Medical	1	12:50	4	4	
246	5-18	9500 Vergennes	Grass fire	Permit out of control	2	18:54	4	5	
247	5-17	5901 Hall	Fire alarm	False	2	20:45	17	4	
248	5-18	5070 Cascade Rd.	Med 1	Medical	1	11:56	2	2	
249	5-18	8124 Fulton	Med 1	Med 3	2	22:02	6	5	
250	5-19	1455 Hunters Trace	Structure fire	Explosion	4	15:29	12	6	To Lowell
251	5-20	4850 Aylesworth	Med 1	Medical	4	12:07	5	6	
252	5-21	2200 Pettis	Fire alarm	False	3	3:53	9	8	
253	5-21	6477 Ada Drive	Fire alarm	Construction	1	8:29	5	3	
254	5-23	7370 Fairhaven Ct.	Grass fire	Out on arrival	2	18:45	13	4	
255	5-23	7030 Thornapple River	Fire alarm	Testing	1	11:59	1	3	
256	5-25	9280 Two Mile	Med 0	Medical	3	00:55	6	5	
257	5-25	1771 Mccabe	Med 1	Medical	1	8:12	8	5	
258	5-25	680 Auburn Trail	Fire alarm	Cooking	1	12:38	9	3	
259	5-27	9281 Conservation	Med 1	Medical	4	8:39	5	6	
260	5-28	1073 Bridgecrest	Med 1	Medical	4	14:35	7	4	
261	5-28	5121 Winter ridge	Fire alarm	Cooking	2	21:22	-	4	
262	5-29	9071 Bailey	Illegal burn	Leaves	2	19:16	5	3	
263	5-30	7575 Fulton	Med 2	Medical	3	6:31	7	1	
264	5-27	731 Ada Drive	Fire alarm	False	1	9:04	2	4	
265	5-30	348 Creekrun	Med 0	Canceled	1	14:09	-	2	
266	5-30	6550 Fulton	Med 1	Medical	2	20:34	8	3	

May 2018

Fire Training

For the month of May our teams reviewed the Incident Command System. After a power point presentation we broke into small groups and did hands on scenarios using the ICS system. This gave each squad a chance to present their summary of an incident and how to manage an incident.

We joined forces with both Grand Rapids Township and East Grand Rapids to take part in a mock disaster at the Porter Hills retirement complex. This exercise involved search and rescue, patient removal, triage and accountability. It was a very successful training in which everyone learned something.

Medical Training

This month we watched a video produced for the FBI on active shooter training. The scenario took place in a college setting and demonstrated how multi jurisdictions worked together at one scene. The film also took you inside to show how to triage victims and perform rescue operations.

On the Cover

Our team works to free two victims of a single vehicle accident at the intersection of Grand River and Three Mile road. The morning sun is believed to have been a factor in this accident. The damage to the house was very minimal cracking a single piece of trim board. In the past this home has been struck several times.

May 2018

The Community

With the end of the school year in sight we have welcomed many classes to the station. Meadowbrook students took a walking tour of the Village. On the tour the firefighters gave a quick look through the fire engines and reviewed fire prevention tips. Another stop was the Township Offices where they learned the operations the office personnel provide to our community.

Ada Vista Elementary had a quick cool down following its field day activities this year. Engine 4 responded to help the kids deal with the 90 degree temperatures.

Ada Vista students walked the village as part of a scavenger hunt with stops at the department and many other businesses.

Station Construction

Barracks construction is underway at Fire Station One. Crews began with removal of a large tree and shrubbery on the south side, while brick removal began on the north side. A projected completion date of October 19th the date of the Brats & Bon Fires event held at Station One.

Equipment donation

The local General Electric Service Team has made the donation of a Canon video camera to the department. The camera will be used to record our trainings. This will allow our members who are not able to make training due to their work schedule the opportunity to stay current on our trainings.

German Fire Chief visits station

Our Facebook page had a message from and Ada resident asking if we gave station tours. The following day three members of a German Fire Department stopped by for a tour. The son of the chief is a student at Cornerstone College and was graduating. The Chief, his wife and brother are all firefighters. They looked over every detail of our trucks that are much larger than those in their department.

TOWNSHIP

Ada Township
Community Center / Library Project

JLL Achieve Ambitions

Executive Summary

Progressive AE/OPN Architects has issued a preliminary design schedule for the next seven months that will involve the Building Committee, Township Board, stakeholders and community. The initial meetings will consist of a visioning session, reviewing the design process timeline, programming discussions and site analysis. Erhardt Construction was selected as the construction manager. MTC was selected to provide a geotechnical report summarizing the site conditions and providing shallow foundation and other pertinent geotechnical recommendations.

Progress This Period

May 2018

- Progressive AE/OPN Architects' design agreement has been approved by the Ada Township Board.
- Building Committee short listed construction managers for interviews.
- Construction Manager interviews completed and Erhardt Construction was recommended for contract award.
- Geotech RFP proposals received for providing soil borings with MTC recommended for contract award.

Planned For Next Period

June 2018

- Erhardt Construction agreement to be presented to Ada Township Board for approval.
- Architect's design kickoff meeting & visioning session scheduled for 6/18/18 with the Ada Twp. Building Committee.
- MTC soil boring proposal to be presented to Ada Township Board for approval.

Key Issues / Risks / Decisions

1. **Design:** Need to finalize a programming document that captures the size, needs and functions of the community center and library.
2. **Procurement:** Ada Township Board to approve the construction management agreement.
3. **Procurement:** Ada Township Board to approve the geotechnical investigation proposal.

Key Milestone Status

Milestone	Status	Target Date
Engage Architect	Complete	5/14/18
Engage Construction Manager	In Progress	6/11/18
Complete Design		December 2018
Start Construction		February 2019
Complete Construction		February 2020
Begin Operations		March 2020

III. B. 16

Assessing bill introduced in Senate

An identical bill proposing major assessing reforms was introduced in the Senate this week. SB 1025, sponsored by Sen. Jim Stamas (R-Midland Chtr. Twp.), was referred to the Senate Finance Committee. The bill sponsor reached out to MTA prior to the bill's introduction and committed his willingness to work with us on changes. The bill, along with HB 6049, stems from the state Department of Treasury's proposal--which MTA shared with members earlier this month. Per state Treasurer Nick Khouri, the proposal is intended to address a need for greater assessing expertise throughout the state, due to an increasingly complex tax system with which many assessing entities are unable to cope. Treasury proposes to remedy this by imposing comprehensive quality standards on every tax-assessing entity over a five-year period. Some local units would be able to meet these standards on their own, while others would need to form a joint entity or even contract assessment administration with their county. MTA has already expressed opposition to treasury's reform proposal with specific concerns including increased costs and the already-existing shortage of assessors with higher level certifications. MTA will continue to update members on this crucial issue.

Assessing proposal to get hearing next week

A bill proposing major assessing reforms will have its first hearing next week. HB 6049, sponsored by Rep. James Lower (R-Cedar Lake), is slated to be on the agenda before the House Tax Policy Committee on Wednesday, June 6, at 10:30 a.m. However, it is unclear how many individuals or associations will have the ability to testify beyond state officials and the bill's sponsor at the initial hearing. The bill stems from the state Department of Treasury's proposal intended to address a need for greater assessing expertise throughout the state, due to an increasingly complex tax system with which many assessing entities are unable to cope. In response, the bill would impose comprehensive quality standards on every tax-assessing entity over a five-year period. Some local units would be able to meet these standards on their own, while others would need to form a joint entity or even contract assessment administration with their county. MTA has expressed concerns and opposition to the bill as introduced, along with identical bill SB 1025, sponsored by Sen. Jim Stamas (R-Midland Chtr. Twp.). Concerns include increased costs and the already-existing shortage of assessors with higher level certifications. Treasury and bill sponsors have indicated a willingness to work on changes.

local view

Larry Merrill
MTA Executive Director

Assessing reform proposal stirs local ire

Township supervisors were the first local officials to learn from the Michigan Townships Association of the Michigan Department of Treasury's initiative to consolidate property tax assessment administration and implement new assessing performance standards. According to State Treasurer Nick Khouri, too many assessing entities are unable to cope with an increasingly complex tax system that needs greater assessing expertise throughout the state.

Treasurer Khouri released his proposal more than a year after convening a series of meetings to discuss three local government issues: unfunded liabilities, local government revenue restrictions, and reforming local government. When, in late fall, the discussions shifted to assessing reforms, MTA expressed support for improving assessment administration, reflecting the frustrations with the current system that many MTA members have shared. However, MTA disagreed with forcing reforms on assessing entities that are performing well, including requiring smaller townships and cities to contract assessing with their counties or jointly administer assessing with other assessing entities. While there was agreement that property assessment administration faces many challenges, no consensus was reached on a mutually acceptable reform package, with Treasury leaning toward fewer assessing offices and MTA favoring more funding and better technical assistance and valuation data administration from the state.

After conferring with the MTA Board of Directors and convening a workgroup of assessing experts, in February, MTA suggested a comprehensive list of assessing alternatives that would address assessing challenges consistent with the principle of local control:

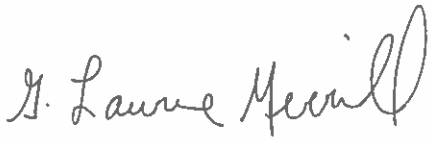
- Conduct uniform and appropriate reviews of local assessing practices that are fair and objective.
- Maintain a statewide valuation database and provide assessor-friendly technical assistance.
- Create more options for local governments to administer parts of the assessing function in-house while using inter-local agreements for assessment elements that could be done better cooperatively with other entities.
- Provide financial support through restoring statutory revenue sharing or create a new revenue stream dedicated to local government assessment administration.
- Continue decertifying assessors who demonstrate a lack of commitment to quality assessing.
- Increase the number of trained, certified assessors.

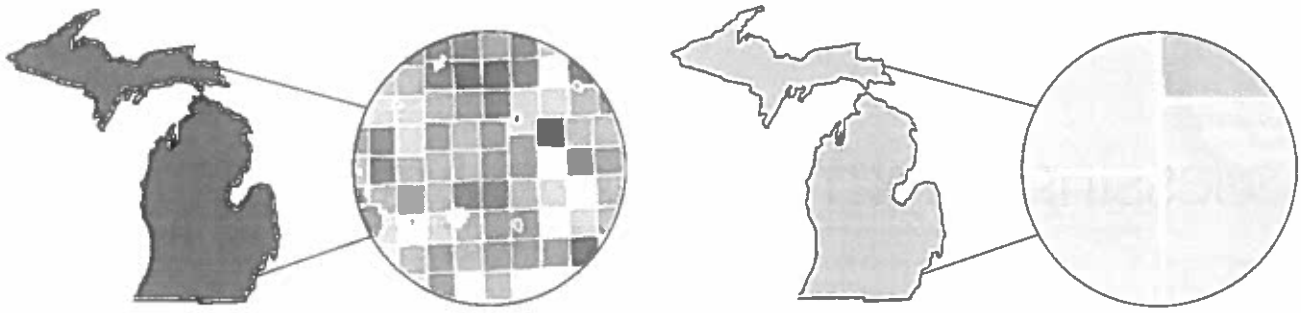
Whether Treasury would proceed with assessing consolidation, embrace MTA's suggestions, or abandon reform efforts was unknown until the Treasury proposal was rolled out. On May 1, Treasurer Khouri unveiled his assessing reform proposal and implementation legislation *(turn to pages 4-6 to see Treasury's proposal)*. While a few MTA recommendations were included in his proposal, most unfortunately were not. Our primary objection—townships losing their own well-functioning township assessing departments—remained a cornerstone of the Treasury proposal, which included several surprises as well, such as prohibiting elected officials from assessing in their own jurisdictions, among others.

Supervisors received the proposal from MTA the day after we received it, requesting input, and all MTA members were informed via *Township Insights* within the next two days. We refrained from editorializing so as to not influence member reactions. The member feedback nonetheless was what we expected—virtual universal objection to the loss of local control, as well as pointing out some technical flaws. At Treasury's request, township feedback was forwarded to Khouri for his further reflection. Many township officials communicated their concerns directly to their lawmakers.

MTA's recommended assessing reforms *(see pages 7-11)* focus on local elected leaders having the tools to exercise effective oversight of knowledgeable and capable local assessors. Accountability is paramount to ensuring the public interest is served through sound assessing practices and compliance with all legal requirements. Appropriate reforms should enhance, not erode, assessor accountability. Regionalism, consolidation and transferring assessing duties to governments further removed from the people does exactly the opposite.

The Legislature's receptiveness to Treasury's proposal this late in their current terms is uncertain, but assessment administration reform deserves more time for careful study. Treasury's proposal has tremendous cost and accountability implications. Township officials are clear they will passionately defend assessment administration performed at the local level. Treasury's reforms will fail to improve assessing without the state playing a more constructive role.





Assessing reform proposal summary

as presented by the Michigan Department of Treasury

Specify minimum quality standards that every assessing district must meet, on their own, in cooperation with other local units, or through the county.

Local units could meet the quality standards by using their own dedicated assessor of record (employee or contractor), sharing an assessor of record with another local unit or multiple other local units, or having the county provide assessing services. Counties providing assessing services would also have to meet specified quality standards.

The quality standards primarily focus on: 1) ownership of the assessing function, 2) capacity to perform, 3) organization and transparency, and 4) compliance with the law, policy, and assessing standards.

- Provide training and start-up funding (including necessary costs to increase the pool of advanced-level and master-level assessors)
- Phase in over 5 years
- Create regional and specialized boards of review (BORs) option and establish minimum standards for serving on any BOR, achieved through state support/ training

Proposal Details

Quality standards

- Specify minimum quality standards that every assessing district must meet, on their own, in cooperation with other local units, or through the county
- Local units could meet the quality standards by using their own dedicated assessor of record (employee or contractor), sharing an assessor of record with another local unit or multiple other local units, or having the county provide assessing services (counties providing assessing services would also have to meet specified quality standards)
- For an assessing district that does not use county assessing services, the [State Tax Commision (STC)] must determine that the assessing district is in substantial compliance* with the following quality standards:
  - The assessor of record (AR) must:
    - be an MMAO(4) (master-level) or MAAO(3) (advanced-level) assessor, subject to the STC's rating of the district
    - oversee and administer the district's assessing office
    - oversee and administer an annual assessment of all taxable property in the district in accordance with the constitution and laws of Michigan and all policies and guidelines of the STC
    - not be an elected official of the district
    - assess (in total across all assessing districts) at least 5,000 parcels that together generate at least $12M in property taxes/year, unless the STC grants a waiver based on a determination that the district, or districts, served by the AR has, or collectively have, sufficient resources and fiscal capacity to support the assessment function
    - provide full-time service to the district as an employee or contractor, unless the STC determines, based on the following considerations and other considerations the STC deems appropriate, that part-time service is sufficient:
      - the number and complexity of parcels in the district
      - the district's total SEV
      - the total weekly hours the assessor proposes to serve the district

        - the total anticipated workload of the assessor for all districts in which the assessor proposes to serve as AR, including the total number and complexity of all parcels subject to assessment
        - the assessor's certification level
    - The assessing district has:
        - properly developed land values
        - adequate land value maps
        - an assessment database that is not in override
        - properly developed Economic Condition Factors (ECFs)
        - an annual personal property canvass and sufficient personal property records according to developed policy and statutory requirements
        - if providing a local board of review for residential real property, a board of review that operates within the jurisdictional requirements of the General Property Tax Act
        - an adequate process for determining whether to grant or deny exemptions according to statutory requirements
        - an adequate process for meeting the requirements outlined in the STC's "Supervising Preparation of the Assessment Roll"
    - The assessing district:
        - uses a Computer-Assisted Mass Appraisal (CAMA) system that is approved by the STC
        - follows a policy approved by the STC for the public inspection of its records
        - maintains reasonable office hours and availability, including by telephone and email
        - provides taxpayers online access to information regarding its assessment services, including parcel information, land value maps, land adjustments, and ECFs
        - provides notice to taxpayers of all changes in assessment and denials of exemption claims
        - provides access to a pre-BOR meeting to informally resolve valuation disputes
        - meets International Association of Assessing Officers (IAAO) standards regarding recommended staffing levels based on the number and complexity of parcels in the district, unless the STC grants a waiver based on a determination that the district's staffing levels are sufficient to perform the assessment function
        - ensures its support staff and BOR members are sufficiently trained and its assessors maintain their certification levels
        - dedicates all revenue collected from any property tax administration fees to assessment administration and tax collection
        - 2 or more districts could share an MMAO(4) or MAAO (3) assessor (who is responsible for overseeing and administering each district's assessing office) and satisfy the quality standards
        - 2 or more districts could consolidate into a new assessing district, utilize an MMAO(4) or MAAO (3) assessor (who is responsible for overseeing and administering the district's assessing office), and satisfy the quality standards
- Require all counties that provide assessing services to have an MMAO(4) assessor, subject to phase-in (described below)
- Counties providing assessing services to local units must be in substantial compliance* with the following quality standards, as determined by the STC:
    - The assessor of record (AR) must:
        - be the director of tax or equalization for the county
        - be an MMAO(4) (master-level) assessor (if a county does not employ an MMAO(4) assessor, it must contract with a county that does)
        - oversee and administer an annual assessment of all taxable property for each assessing district under his/her jurisdiction in accordance with the constitution and laws of Michigan and all policies and guidelines of the STC
    - The county has:
        - properly developed land values
        - adequate land value maps
        - an assessment database that is not in override
        - properly developed Economic Condition Factors (ECFs)
        - an annual personal property canvass and sufficient personal property records according to developed policy and statutory requirements
        - boards of review that operate within the jurisdictional requirements of the General Property Tax Act
        - an adequate process for determining whether to grant or deny exemptions according to statutory requirements
        - an adequate process for meeting the requirements outlined in the STC's "Supervising Preparation of the Assessment Roll"
    - The county assessing office:
        - uses a Computer-Assisted Mass Appraisal (CAMA) system that is approved by the STC
        - follows a policy approved by the STC for the public inspection of its records
        - maintains reasonable office hours and availability, including by telephone and email
        - provides taxpayers online access to information regarding its assessment services, including parcel information, land value maps, land adjustments, and ECFs

    - provides notice to taxpayers of all changes in assessment and denials of exemption claims
    - provides access to a pre-BOR meeting to informally resolve valuation disputes
    - meets International Association of Assessing Officers (IAAO) standards regarding recommended staffing levels based on the number and complexity of parcels across all served districts, unless the STC grants a waiver based on a determination that the office's staffing levels are sufficient to perform the assessment function
    - ensures its support staff and BOR members are sufficiently trained and its assessors maintain their certification levels
    - dedicates all revenue collected from its share of property tax administration fees to assessment administration
  - The county tax or equalization department:
    - provides assessing services for no more than 1 other county, unless the STC determines the department has the capacity, ability, and organizational structure to provide services for 2 or more additional counties
- Require the STC to develop and implement audit programs for counties and local units providing assessing services to determine substantial compliance with the quality standards and provide for corrective action
- Phase-in over 5 years
  - County must take over assessing for MCAO(2) units by Tax Day 2021 and for participating MAAO(3)/MMAO(4) units by Tax Day 2023
  - A county that does not have an MMAO(4) assessor by October 31, 2020, must contract with an MMAO(4) county for the provision of assessing services and the MMAO(4) county must take over assessing for the contracting county's MCAO(2) units by Tax Day 2021 and for participating MAAO(3)/MMAO(4) units by Tax Day 2023
- Recommend model county assessing office structure, including officer qualifications and responsibilities
- State shall provide training and start-up funding and shall work to increase the number of MAAO(3) and MMAO(4) assessors in the state
- Operational funding shall be provided pursuant to existing law (see MCL 211.44(3) and 211.10d(6))

Regional and specialized boards of review (BORs)

- Create regional and specialized BORs
  - Specialized BORs to handle commercial and industrial property, all exemptions, and all transfers of ownership
- Allow local units that don't participate in county assessing to utilize regional and specialized BORs instead of maintaining their own BORs, or utilize specialized BORs while maintaining their own local residential BORs
- Allow local units participating in county assessing to maintain their own local residential BORs
- Establish minimum standards for serving on BOR (local, regional, or specialized)
- State shall provide training and start-up funding
- Require STC to certify all BOR members
- Require a county-provided BOR to follow all requirements that would otherwise apply to a local BOR, including any local poverty guidelines adopted by the assessing district

Effective date: 1/1/19

**Substantial compliance means that any identified deficiencies do not pose a risk that the district is unable to perform the assessment function.*

Assessing reform bill introduced

The state Department of Treasury's assessing reform proposal is now in legislative form—HB 6049, sponsored by Rep. Jim Lower (R-Cedar Lake)—and has been referred to the House Tax Policy Committee. While MTA's member-adopted policy platform supports quality assessing for taxpayer fairness and equity, MTA has expressed our opposition to the introduced bill, especially a mandatory requirement to regionalize assessing, in addition to concerns regarding cost, the loss of local control, the current shortage of assessors with higher level certifications and other issues. MTA has suggested alternative measures to improve assessing *(see pages 7-11).*

We appreciate the requested comments received from members on the proposal and have shared them with the state treasurer. MTA will continue to work to mitigate the potential administrative and financial costs to local governments.

It is anticipated a similar bill will be introduced in the Senate, and a committee hearing is expected to be held prior to the legislative break for summer. Watch MTA publications, including our weekly *Township Insights* enewsletter, for updates on this important issue, including any posted committee meetings.

MTA responds with recommendations for property assessing reform

Proposed Reform	Treasury Proposal	MTA Proposal	Core Principle(s)
Minimum training standards for assessor of record	Level 3 or 4 subject to State Tax Commission (STC) rating	Develop data to establish if there is a relationship between entity size, current certification requirements and ability to adequately perform assessing	Accurately determine by data the factors affecting assessing quality
Elected officials assessing for their own district/assessing jurisdiction	Prohibit	Allow Township board could remove assessing duties from elected officials if performance standards not being met, following opportunity to correct (same oversight as for appointed assessors)	Treasury proposal would exacerbate assessor shortage. Elected township officials know their areas and have high expertise in determining economic condition factors. Assessor accountability to township board should be the same for elected and appointed assessors. Township board is equally accountable under the law regardless whether assessor is appointed or elected.
Assessing districts eligibility criteria	At least 5,000 parcels generating minimum $12 million in property taxes per year Level 3 or level 4 assessor according to STC criteria	Assessing district meets quality performance criteria	Reorganization should be required if there are significant and systematic assessing quality issues. Quality assessing entities should be allowed to continue. Parcel and property tax revenue threshold hits northern Michigan jurisdiction disproportionately due to preponderance of federal/ state/conservancy land.
Assessing office hours	Provide full-time service unless waived	Require minimum office hour standards according to population	Treasury's proposal is impractical and excessive for many communities and will provide little value compared to increased costs.

Proposed Reform	Treasury Proposal	MTA Proposal	Core Principle(s)
Quality measures	Land values properly developed Land value maps Database not in override Properly developed economic condition factors Annual personal property canvass Sufficient personal property records Local board of review operating according to law Adequate process for determining lawful exemptions Meet STC standards for "supervising preparation of the assessment roll" Use computer-assisted mass appraisal system STC transparency standards for public inspection of records	General agreement with quality measures developed consistent with Marshall/Swift assessing principles	Local assessing entities must develop and maintain uniform and lawful property assessments. MTA does not support arbitrary and capricious performance measures and does not defend entities that do not assess according to the state Constitution, statutes and generally accepted assessing practices.
	Maintain reasonable office hours	Office hour requirement should be tied to jurisdiction size.	
	Provide taxpayers online access to assessing information Provide taxpayers notice of assessment changes and exemption claim denials	Waivers of online assessing records should be provided to entities that do not have high-speed internet access.	
	Meet International Association of Assessing Officers staffing level recommendations Train support staff and board of review members Assessors maintain certification levels	International Association of Assessing Officers staffing levels should not be mandated for entities that are meeting performance standards.	
	Property tax administration fee revenues dedicated to assessing and tax collections	Property tax administration fee revenues are currently dedicated to these purposes by state statute.	

Proposed Reform	Treasury Proposal	MTA Proposal	Core Principle(s)
Assessing entities sharing assessor of record		Permissive for entities meeting performance standards; required if not meeting performance standards following reasonable period to make corrections	Forced consolidations should be required to solve documented, unresolved problems, but not required of units that are performing well or taking appropriate steps to address deficiencies.
Assessing entity consolidation	Mandated for entities with less than $12 million total collections and less than 5,000 parcels	Required for entities not meeting performance standards following reasonable period to make corrections	These drastic changes will be extraordinary to accomplish given current labor shortage of high-level assessors and will be costly to entities with limited resources without state funding. Applying to entities that do not meet performance standards will create additional incentives to elevate assessing practices where needed.
Minimum assessing certification standard for counties	Counties providing assessing services required to have a level 4 assessor	Oppose	Creates a disincentive for townships to contract with counties due to unnecessary cost of the higher level assessor
Counties providing assessing services to be in substantial compliance with quality standards	Assessor of record must be the equalization director Level 4 assessor Be in compliance with all legal requirements and STC rules Same quality measures as other assessing districts	Support in regard to quality performance standards; oppose the level 4 certification requirement	All assessing entities should be held to the same performance standards.
Number of other counties with which an assessing county could contract	County providing assessing services for no more than one other county	No position	The dual role of county offices as both assessor and equalization will require further study to ensure proper oversight and segregation of duties.
Quality standard monitoring system	STC to develop	Improve existing Audit of Minimum Assessing Requirements (AMAR) review to eliminate subjectivity	
Phase in		Agree in principle to a multi-year phase-in if adopted; there should also be progress benchmarks established that would allow for extending implementation if assessor labor supply is not expanding adequately.	

Proposed Reform	Treasury Proposal	MTA Proposal	Core Principle(s)
County assessing structure developed including officer qualifications and responsibilities	Model developed	No position	
Training and start-up funding	State provides	MTA supports; if implemented, mandates should be tie-barred to annual state budget appropriation or a dedicated state funding source.	Smaller entities will experience disproportionate and substantial assessing cost increases if implemented.
Number of level 3 and level 4 assessors	State increase	Agree, although the state does not have infinite influence on achieving this objective	This element should be pursued regardless of the outcome of the reform proposal.
Operational funding	Provided pursuant to existing law	Agree in part; the state should be a reliable and permanent funding partner to local property assessing.	The State Education Tax (SET) is cited as a reason for the need for assessing reforms to ensure the state fully collects SET revenues. This reasoning also supports the argument that the state should play a larger role in assessment administration.
Regionalized and specialized boards of review	To handle commercial and industrial property, all exemptions and ownership transfers Stand-alone assessing entities can use regionalized and specialized boards of review Local units assessed by county can maintain their own residential board of review. Minimum standards for board of review members State shall provide training and start-up funding. STC to certify board of review members County board of review to follow all local board of review requirements	As commercial and industrial property owners can bypass boards of review, specialized boards of review for them are unnecessary. Reasonable board of review member training standards are supported by MTA Agree to state training and start-up funding. Suggest contracting training to existing training entities. Certification of board of review members; assuming this would require testing, should be postponed until after training is established and evaluated. Supports optional multi-jurisdictional boards of review	Local boards of review provide a high level of trust and accessibility.
Maintain a statewide valuation database	Not addressed in proposal	Supports	Improve valuation determinations and defense with multi-jurisdiction data

Proposed Reform	Treasury Proposal	MTA Proposal	Core Principle(s)
STC staff with actual assessing experience provide local assessors with technical assistance and support	Not addressed in proposal	Supports	STC staff should be a resource for assessors and local officials. Currently, high level of distrust of STC staff by local assessors; perception they do not know practical assessing nuances. Adversarial demeanor.
Assessing function flexibility	Not addressed in proposal	Create more options for local governments to administer parts of the assessing function in-house while using inter-local agreements for assessment elements that could be done better cooperatively with other entities	Give local entities option to contract portions of roll, such as commercial and industrial, rather than all or nothing
Funding assessing services	Current funding system; local entity general funds and option of levying property tax administration fee	Provide financial support through restoring statutory revenue sharing or create a new revenue stream dedicated to local government assessment administration	The state should be a financial partner consistent with its regulatory oversight and as a tax-levying entity (state education tax). Increased costs should not be taxpayer expense.
Local governing body oversight and accountability	Not addressed in proposal	STC to require BS&A Software to create an accountability report documenting compliance with performance standards	Would give local elected officials a valuable tool to hold assessors accountable
Property tax exemption application review	Regional boards of review	STC to determine	Processing exemptions has become excessively burdensome and unduly complicated; state should handle.
Field work employees who collect data, take measurements	Not addressed in proposal	New training and certification program	Assessing staff who do not make valuation determinations should have a separate certification and training standard to remove barrier to employment entry.
Township board oversight of assessing function	Not addressed in proposal	Remove "chief assessing officer" title for untrained, noncertified supervisors	Align board role as employer and its authority for monitoring and oversight
Continue decertification of assessors who continually fail quality performance evaluations	Not addressed in proposal	Township government is synonymous with quality.	MTA does not condone or support poor assessing performance.

III.B17

Lead and copper rules close to becoming final

In the wake of one of our state's largest man-made disasters, protecting residents from lead exposure has rightfully become a top priority. The Michigan Department of Environmental Equality (DEQ) has vowed to toughen its lead requirements in water and is on its way to having its new lead and copper rules finalized. But at the same time, the proposed changes to these rules also come at a staggering cost to local units and likely even open them to lawsuits—without a scientific basis behind it.

Michigan's lead and copper rules are in the last stage of the rule approval process. After a public hearing in March and a 30-day public comment period, the rules were submitted to the Joint Committee on Administrative Rules (JCAR). The process was halted temporarily when DEQ withdrew the rules and resubmitted them with small modifications, giving the JCAR 15 session days (about five weeks) to act—ending on approximately June 7. The committee has limited options under the law. They can approve the rules before the 15-day period is completed, ask for changes to the rules, or introduce legislation in both chambers regarding the rule package, which would delay the process for 270 days.

Once the rules are finalized, they will require all public water utilities to replace their lead service lines over the next 20 years while also lowering the acceptable lead levels in water and stepping up testing requirements.

While MTA fully supports protecting residents from lead exposure, it is concerned that the proposed rules are not science-based and place too heavy a burden on townships. Spending five months in a rules' stakeholder workgroup, MTA worked with other local government organizations raising concerns regarding the rules' potential legal and financial ramifications. Unfortunately, these concerns were put on hold by the DEQ and never considered.

One change is to Michigan's lead action level—the point at which, if exceeded, a community must inform the public about steps they should take to protect their health, among other actions. The draft rules initially proposed decreasing the current 15 parts per billion (ppb) to 10 ppb. After recent DEQ changes, the action level would instead be 12 ppb. The changes also pushed back the deadline for water supplies to conduct a complete system materials inventory from Jan. 1, 2024 to Jan. 1, 2025.

The most controversial part of the proposed rules is a requirement that all water supplies replace both public and private lead service lines at the water suppliers' expense—a major concern that conflicts with the Headlee amendment, the 1998 Michigan Supreme Court decision in *Bolt vs. City of Lansing* and current state law. Originally, this tiered requirement applied to public water supplies with a lead action level greater than 5 ppb. This requirement was removed as requested by MTA and a coalition of local government groups. However, when the DEQ withdrew the rules from JCAR, they changed this requirement to all water supplies over the 20-year timeframe. Replacements would be required to take place at a rate of 5 percent per year, and all lead service lines must be completed in 20 years unless the DEQ approved an alternate schedule in an asset management plan. If a water supply exceeds the maximum lead action level, it would be required to replace no less than 7 percent of its lead service lines annually, as well as its galvanized service lines.

Partial lead service line replacement would only be allowed in emergency situations. If this happened, the water supplier would have to inform everyone serviced by that line that the supply will, at the supplier's expense, collect a sample from each partially replaced lead service line within 72 hours of the replacement and report the findings within three business days of receiving the results.

The rules make a number of other changes, including creating a drinking water advisory council and requiring local advisory councils be established within 180 days after the rules' effective date for supplies serving at least 50,000 people. They also add more public education requirements and require water quality testing for other chemicals.

MTA will continue to update members on any further changes to Michigan's lead and copper rules and notify members when the rules become final.

IV. A

ADA TOWNSHIP
WARRANTS FOR BOARD APPROVAL
ON BOARD MEETING DATE: June 11, 2018

HAND CHECKS

#101	#	46486, 46488, 46490-93, 46498, 46499, 46502-05, 46516, 46517, 46521	$	25,305.32
#205	#	46486, 46497, 46499, 46505, 46516, 46517, 46518, 46521	$	2,538.52
#208	#	46478, 46486, 46489, 46499, 46501, 46505	$	79,295.25
#211	#			
#213	#			
#214	#	46487, 46494, 46495, 46496, 46500, 46502, 46516, 46517, 46521	$	1,635.06
#248	#	46520	$	200.00
#249	#			
#401	#	46377	$	1,375.00
#590	#	46486, 46505, 46513, 46514, 46515, 46519	$	4,704.55
#591	#	46486, 46505, 46513, 46514, 46515, 46519	$	1,112.99
#592	#	46486, 46505, 46513, 46514, 46515	$	647.72
#701	#			
		TOTAL ALL HAND CHECKS	**$**	***116,814.41***

WARRANTS

#101	GENERAL FUND	$	32,066.03
#205	PUBLIC SAFETY FUND	$	36,762.50
#208	PARK FUND	$	873.92
#211	TOWNSHIP TRAILS	$	2,541.85
#213	PARKS & OPEN SPACE	$	92.56
#214	PARKS & RECREATION	$	5,172.33
#248	DDA FUND	$	1,174.70
#301	ENVISION ADA		
#401	CAPITAL PROJECT	$	22,462.13
#590	SEWER OPERATION FUND	$	26,705.21
#591	WATER OPERATION FUND	$	38,912.71
#592	GRAND VALLEY ESTATES FUND	$	295.82
#701	ESCROW ACCT		
	TOTAL WARRANTS	**$**	**167,059.76**
	TOTAL ALL CHECKS & WARRANTS	**$**	**283,874.17**

INVOICE APPROVAL BY INVOICE REPORT FOR ADA TOWNSHIP
INVOICE ENTRY DATES 05/10/2018 - 06/11/2018
JOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor Name	Description	Amount	Check #	Check Date
1. .ADA TOWNSHIP				
	UTILITIES	119.62		
2. .CITY GR DEVELOPMENT CENTER STE#300				
	WATER & SEWER CONNECTION FEE	33,400.00		
3. .CONSUMERS ENERGY				
	ELECTRIC SERVICES-5824 KNAPP ST	41.43	46513	05/30/2018
	ELECTRIC SERVICES-5458 GRAND VALLEY CT	382.79	46513	05/30/2018
	ELECTRIC SERVICES - 290 SPAULDING	329.13	46513	05/30/2018
	ELECTRIC SERVICES-6245 E FULTON	195.85	46513	05/30/2018
	ELECTRIC SERVICES-5465 HALL ST	211.07	46513	05/30/2018
	ELECTRIC SERVICES-7380 E FULTON	2,972.87	46513	05/30/2018
	ELECTRIC SERVICES-5200 CASCADE	110.01	46513	05/30/2018
	ELECTRIC SERVICES-7852 THORNAPPLE CLUB DR	64.22	46513	05/30/2018
	ELECTRIC SERVICES-801 PATTERSON	41.70	46513	05/30/2018
	ELECTRIC SERVICES - 5554 ADA DR	64.63	46513	05/30/2018
	ELECTRIC SERVICES-4861 ADA DR	371.28	46513	05/30/2018
	TOTAL	4,784.98		
4. .DTE ENERGY				
	GAS SERVICES-4861 ADA DR	96.36	46519	06/05/2018
	GAS SERVICES-5465 HALL ST	36.58	46519	06/05/2018
	GAS SERVICES-7380 E FULTON	162.40	46519	06/05/2018
	TOTAL	295.34		
5. .KENNEDY INDUSTRIES INC.				
	FIELD SERVICE HALL ST LIFT STATION	960.00		
6. .KENT COMMUNICATIONS, INC				
	PROCESS & MAIL WATER BILLS	223.79	46385	05/15/2018
	ESTIMATED UTILITY POSTAGE	540.00	46514	05/30/2018
	TOTAL	763.79		
7. .MEEK SAM				
	MILEAGE EXPENSE	8.64		
8. .MOORE & BRUGGINK				
	THORNAPPLE RIVER WATERMAIN CROSSING	10,905.99		
	ENGINEERING SERVICE OF WATERMAIN & SANITARY SEWER	210.45		
	ENGINEERING SERVICE	2,520.84		
	THE KNOLLS INSPECTION OF WATERMAIN & SANITARY SEWE	12,895.77		
	HALL ST PUMP REPLACEMENTS	3,195.68		
	TOTAL	29,728.73		

Vendor Name	Description		Amount	Check #	Check Date
9. .PREIN & NEWHOF, P.C.					
	TEST DRINKING WATER		280.00		
	TESTING SAMPLE		75.00		
	TEST DRINKING WATER SPAULDING PROJECT		30.00		
	TEST DRINKING WATER		30.00		
		TOTAL	415.00		
10. .RAILROAD MANAGEMENT COMP II, LLC					
	10 INCH SEWER PIPELINE CROSSING		521.34		
11. .SIEBERT NANCY G					
	MILEAGE EXPENSE		48.60		
12. .UTILITY SUPPLY OF AMERICA INC DB					
	SUPPLIES		83.93		
13. .VERIZON WIRELESS					
	SCADA LINE SERVICES		42.14	46515	05/30/2018
	SCADA LINE SERVICES		268.19	46515	05/30/2018
		TOTAL	310.33		
14. ACCIDENT FUND OF MICHIGAN					
	INSTALLMENT-JUNE 2018		2,410.40	46486	05/23/2018
	AUDIT EARNED PREMIUM		3,569.00		
		TOTAL	5,979.40		
15. ADA HISTORICAL SOCIETY					
	COMCAST		84.90		
16. ADA TOWNSHIP					
	FIRE HYDRANT RENTAL FY 17/18		78,150.00	46478	05/15/2018
	WATER CONNECTION FEE - SETTLER GROVE PARK RESTROOM		1,225.00		
	SANITARY CONNECTION FEE-SETTLER GROVE PARK RESTROO		1,887.00		
	WATER SERVICES- STREET IRRIGATION, BRONSON ST		44.40		
	WATER SERVICES-FIRE #1		597.12		
	WATER SERVICES-ADA PARK		68.00		
	WATER SERVICES-MUSEUM		102.86		
	WATER SERVICES-LEONARD FLD		327.56		
	WATER SERVICES-TOWNSHIP HALL		259.90		
	WATER SERVICES-STREET IRRIGATION, HEADLEY		1,424.66		
	WATER SERVICES-STREET IRRIGATION, HEADLEY NEW		204.26		
		TOTAL	84,290.76		
17. ADA TOWNSHIP PETTY CASH					
	PETTY CASH-FARMERS MARKET		200.00	46520	06/05/2018
18. AFLAC					
	EMPLOYEE PREMIUMS		574.62		

Vendor Name	Description	Amount	Check #	Check Date
19. AMELIA RICHARDS				
	PROGRAM INSTRUCTOR	243.00	46487	05/23/2018
20. APEX SOFTWARE				
	APEX SOFTWARE MAINTENANCE RENEWAL	705.00		
21. BARTLETT TREE EXPERTS				
	SETTLERS GROVE-BURR OAK TREE TREATMENT	1,620.00		
	SETTLERS GROVE-BURR OAK TREE TREATMENT	440.00		
	SETTLERS GROVE PARK - BURR OAK TREE TREATMENT	720.00		
	TOTAL	2,780.00		
22. BAZEN ELECTRIC CO				
	STREETLIGHT REPAIRS - ADA DR	2,210.86		
23. BESTROM SERVICES, INC				
	COFFEE SERVICES-TWP HALL	43.95		
	COFFEE SERVICES-FIRE	46.35		
	TOTAL	90.30		
24. BETTENBAKER GMC				
	MEDIC 9 MAINTENANCE	252.76		
25. BFG SUPPLY COMPANY				
	WEED TREATMENT SUPPLIES	311.10		
26. BS & A SOFTWARE				
	ASSESSING TRAINING WITH COURTNEY	205.00	46488	05/23/2018
27. BURNHAM & FLOWER AGENCY, IN				
	PROVIDENT 24 HOUR ACCIDENT DEATH & DISMEMBERMENT	277.00		
	PROVEDENT ACCIDENT & HEALTH POLICY	5,058.00		
	TOTAL	5,335.00		
28. CENTRAL INTERCONNECT				
	TOWNSHIP HALL SOUND SYSTEM REPAIR	105.00		
29. COMCAST				
	INTERNET-ROSELLE PARK	124.90	46489	05/23/2018

Vendor Name	Description	Amount	Check #	Check Date
30. CONSUMERS ENERGY				
	ELECTRIC SERVICES-STREET LIGHTS, BRONSON	104.90	46516	05/30/2018
	ELECTRIC SERVICES-STREET LIGHTS, THORNAPPLE RIVER	83.92	46516	05/30/2018
	ELECTRIC SERVICES-MUSEUM	67.12	46516	05/30/2018
	ELECTRIC SERVICES-TOWNSHIP HALL	554.29	46516	05/30/2018
	ELECTRIC SERVICES-STREET LIGHTS, BRONSON 2	95.75	46516	05/30/2018
	ELECTRIC SERVICES-STREET LIGHTS, HEADLEY	138.24	46516	05/30/2018
	ELECTRIC SERVICES-STREET LIGHTS, HEADLEY NEW	171.38	46516	05/30/2018
	ELECTRIC SERVICES-STORAGE BUILDING	25.66	46516	05/30/2018
	ELECTRIC SERVICES-FIRE #1	387.75	46516	05/30/2018
	ELECTRIC SERVICES-ADA PARK	142.47	46516	05/30/2018
	ELECTRIC SERVICES-ADA PARK	209.25	46516	05/30/2018
	ELECTRIC SERVICES-ROSELLE PARK	54.89	46516	05/30/2018
	ELECTRIC SERVICES-LEONARD FLD	45.42	46516	05/30/2018
	ELECTRIC SERVICES-STREET LIGHTS, M-21 BRIDGE	35.77	46516	05/30/2018
	ELECTRIC SERVICES-ROSELLE PARK	216.85	46516	05/30/2018
	ELECTRIC SERVICES-COVERED BRIDGE	54.03	46517	05/30/2018
	ELECTRIC SERVICES-FINDLAT CEMETERY	24.13	46517	05/30/2018
	ELECTRIC SERVICES-FIRE #2	114.79	46517	05/30/2018
	ELECTRIC SERVICES-LEONARD FLD	34.92	46517	05/30/2018
	TOTAL	2,561.53		
31. CONSUMERS LIFE INSURANCE COMPANY				
	LIFE INSURANCE COVERAGE - JUNE 2018	393.35	46490	05/23/2018
32. CONTINENTAL LINEN SERVICE				
	LINEN/RUG SERVICES-FIRE	91.97		
	LINEN/RUG SERVICES-TWP HALL	117.09		
	TOTAL	209.06		
33. COURTNEY BREUNIG				
	MILEAGE REIMBURSEMENT	67.58		
34. CUSTODIAL HOUSEKEEPING STAFFING, IN				
	JANITORIAL SERVICES - MAY	500.00		
35. DAVID MURRAY				
	SQUAD 2, 3, & 4 MEETING REFRESHMENTS	86.29		
36. DEBBIE RASHID				
	MILEAGE REIMBURSEMENT	80.88		
37. DELTA DENTAL				
	DENTAL PREMIUMS-PREPAID	1,476.97	46491	05/23/2018
38. DIMENSION GRAPHICS, INC				
	D.D.A. SIGNS	274.70		

Vendor Name	Description		Amount	Check #	Check Date
39. DIRT CHEAP EXCAVATING & LANDSCAPING					
	CEMETERY SERVICES - OPEN & CLOSE		475.00		
	SPRING CLEAN UP - ADA CEMETERY		1,975.00		
	CEMETERY SERVICES - OPEN & CLOSE		525.00		
		TOTAL	2,975.00		
40. DTE ENERGY					
	GAS SERVICES-MUSEUM		65.10	46521	06/05/2018
	GAS SERVICES-FIRE #1		119.02	46521	06/05/2018
	GAS SERVICES-LEONARD FLD		66.59	46521	06/05/2018
	GAS SERVICES-ADA PARK		34.86	46521	06/05/2018
	GAS SERVICES-FIRE #2		85.36	46521	06/05/2018
	GAS SERVICES-TOWNSHIP HALL		87.30	46521	06/05/2018
		TOTAL	458.23		
41. ELECTION SOURCE					
	ELECTION SUPPLIES		873.92		
42. FASTSIGNS					
	TENNIS COURT PROJECT NOTICE - CONTRUCTION AREA SIG		92.56		
	SUPPLIES-FARMERS MARKET		150.00		
		TOTAL	242.56		
43. GEORGE HAGA					
	MILEAGE AND EXPENSE REIMBURSEMENT		196.68		
44. GILSON					
	ADAVIEW SPRING 2018		2,497.00		
45. GINA OLSZEWSKI					
	MILEAGE REIMBURSEMENTS		212.56	46492	05/23/2018
46. HOLLAND LITHO					
	BRICK POSTCARD -- QUOTATION #144559		992.86		
	ADA DOUBLE GATE FOLD BROCHURE AS PER QUOTE 141679-		1,111.10		
		TOTAL	2,103.96		
47. HOPE NETWORK WEST MICHIGAN					
	TRANSPORTATION-APRIL		1,518.00	46493	05/23/2018
48. HOPKINS FUNDRAISING CONSULTING					
	CAMPAIGN IMPLEMENTATION SERVICE		5,800.00		
49. INTEGRITY BUSINESS SOLUTION					
	SUPPLIES-GEN AND PLANN DEPT		134.44		
	SUPPLIES-GEN AND PARK DEPT		30.47		
	SUPPLIES-GENERAL		136.77		
		TOTAL	301.68		

Vendor Name	Description	Amount	Check #	Check Date
50. JESSICA GREGORY				
	PROGRAM INSTRUCTOR	84.00	46494	05/23/2018
51. JONES LAND LASALLE AMERICAS, INC				
	LIBRARY & COMMUNITY CENTER	6,045.32		
52. JULIE CAMERON				
	EXPENSE REIMBURSEMENT	41.81	46495	05/23/2018
53. KAMPS PALLETS				
	ROSELLE PARK PLAYGROUND MULCH FLOOD FOLLOW UP	142.50		
54. KENT COMMUNICATIONS, INC				
	ADAVIEW SUMMER 2018	1,876.97		
55. KENT COUNTY HEALTH DEPT				
	PARKS WATER TESTING	32.00		
56. KENT COUNTY ROAD COMMISSION				
	TOWNSHIP ROAD PROJECTS	183.82		
57. KENT COUNTY TREASURER				
	TOWNSHIP LAW - APRIL	26,805.80		
58. LAWN DOCTOR OF GRAND RAPIDS				
	LAWN CARE FERTILIZATION	3,717.66		
59. LEPARD, MARGARET				
	MILEAGE REIMBURSEMENTS FOR PARK GATES OP	152.60		
	MILEAGE REIMBURSEMENTS FOR PARK GATES OP	152.60		
	TOTAL	305.20		
60. LISA SCHMITZ				
	REFUND FOR YOUTH PROGRAM	144.00	46496	05/23/2018
61. MARK FITZPATRICK				
	PLANTS FOR KNAPPS CORNER	103.50		
62. MILLER, JOHNSON, SNELL, & CUMM				
	GENERAL MATTERS	2,983.65		
	EMPLOYMENT - SOP'S	1,147.50		
	OPGERICHT 1952 - LLC	337.50		
	TOTAL	4,468.65		
63. MINER SUPPLY COMPANY				
	SUPPLIES-PARKS	293.43		
64. MIRACLE RECREATION				
	PLAYGROUND PARTS - CLIMBING POLE AND SEAT LATCH KI	343.64		
65. MLIVE MEDIA GROUP				
	ADS-PARKS	208.01		
	ADS-PARKS, LEAF PICK UP, & AFFIDAVITS	2,231.63		
	TOTAL	2,439.64		

Vendor Name	Description	Amount	Check #	Check Date
66. MOORE & BRUGGINK INC				
	ADA DR/THORNAPPLE RIVER DR INTERSECTION	2,202.15		
	TRAIL MAINTENANCE ENGINEERING	2,541.85		
	TOTAL	4,744.00		
67. MOORE MEDICAL CORP				
	MEDICAL SUPPLIES	277.56		
68. MTA				
	MEMBERSHIP DUES	5,961.64		
69. NAPA				
	SUPPLIES- FIRE	133.98	46497	05/23/2018
70. OFFICE DEPOT				
	OFFICE SUPPLIES	103.96		
71. OMEGA SYSTEMS				
	SUPPLIES-INK - PARKS	88.36		
	SUPPLIES-INK	38.18		
	TOTAL	126.54		
72. ORKIN PEST CONTROL				
	PEST CONTROL - TOWNSHIP HALL	109.98		
73. PLANNING & ZONING CENTER				
	PLANNING AND ZONING NEWS	185.00		
74. PLUMMER'S DISPOSAL SERVICE				
	HANDICAP RESTROOM-ROSELLE PARK	88.00		
75. PRACTICAL FIRE EQUIPMENT				
	ROOF OPERATIONS SAFETY PLATFORM	450.00		
76. PRIORITY HEALTH				
	HEALTH PREMIUMS/CLAIMS TAX	17,334.40	46498	05/23/2018
77. PROGRESSIVE AE				
	SETTLER'S PARK	2,148.35		
78. REGAL OFFICE SERVICE				
	BOARD MEETING MINUTES	100.00		
79. REPUBLIC SERVICES				
	TRASH SERVICES - PARKS, CEMETERY, FIRE, TOWNSHIP	612.73	46499	05/23/2018
80. ROOKS LANDSCAPING				
	ADA FIRE STATION GARDEN MAINTENANCE - 1ST QUARTER	300.00		
81. SECANT TECHNOLOGIES				
	ENDPOINT PROTECTION	30.00		
82. SHRED-IT GRAND RAPIDS				
	SHREDDING SERVICES	192.07		
83. SOET, BARBARA				
	UB REFUND FOR ACCOUNT: ARGO-000825-02	8.99		
84. SPARTAN STORES, LLC				
	SNACKS FOR SCHOOL PROGRAM - PARKS	27.93	46500	05/23/2018
85. SPRINT				
	MOBILE TELEPHONE SERVICES	24.49	46501	05/23/2018

Vendor Name	Description		Amount	Check #	Check Date
86. SUPERFLEET MASTERCARD					
	FUEL SERVICES - PARKS & B&G		432.56	46502	05/23/2018
	FUEL SERVICES - FIRE		1,047.67	46518	05/30/2018
		TOTAL	1,480.23		
87. SUPPLY GEEKS					
	SUPPLIES-GEN, FIRE, PLAN, & PAKS, DEPT		24.73		
	SUPPLIES-GEN, FIRE, AND PLAN DEPTS		65.99		
	SUPPLIES-GEN AND FIRE DEPT		43.30		
	SUPPLIES-GENERAL		118.11		
		TOTAL	252.13		
88. THE CORPORATE CONNECTION					
	NOTARY STAMP		32.98		
89. THORNAPPLE RIVER NURSERY, INC					
	ROSELLE PARK WOOD CHIPS		28.00		
	WOOD CHIPS - ROSELLE PARK		14.00		
		TOTAL	42.00		
90. TIP TOP GRAVEL COMPANY					
	STONE - CEMETERIES		31.88		
91. U.S. POSTAL SERVICE					
	POSTAGE		1,800.00	46503	05/23/2018
92. UNUM					
	LONG TERM DISABILITY PREMIUM-JUNE 2018		463.53	46504	05/23/2018
93. VERIZON WIRELESS					
	TELEPHONE/TABLET SERVICES		558.93	46505	05/23/2018
94. VIRGINIA MAC ANASPIE					
	MARKET MASTER-MAY		750.00		
95. XEROX CORPORATION					
	COPY MACHINE LEASE		684.04		
96. YELLOW PAGE CO.					
	LISTING SERVICES		28.04		
TOTAL - ALL VENDORS			283,874.17		

MOORE & BRUGGINK, INC.
Consulting Engineers
2020 Monroe Avenue, N.W.
Grand Rapids, Michigan 49505-6298

May 22, 2018

Re: Grand Valley Estates Well House
Generator Improvements
Project No. 170141.01

Mr. George Haga
Ada Township
7330 Thornapple River Drive
Ada, Michigan 49301

Dear Mr. Haga:

Enclosed is the final pay recommendation for work completed by DVT Electric for the Grand Valley Estates Well House Generator Improvements project. The final recommendation authorizes payment in the amount of $7,030.00. This amount is based upon actual quantities of work completed. These items have been reviewed with the contractor and agreed upon.

Waiver of Lien forms have been received from the contractor and are enclosed with this letter, and we recommend final payment in the amount of $7,030.00 be made to DVT Electric.

The construction contract requires a guarantee of materials and workmanship by the contractor for a period of one year. The project was completed March 1, 2018, and we recommend that this section be reviewed in February 2019 to ensure that the workmanship and materials have remained in satisfactory condition.

We have enjoyed working with you on this project. Please give me a call if you have any questions.

Sincerely,

Brian J. Hannon, P.E.
Project Engineer

Enclosures
cc: DVT Electric

Phone: (616) 363-9801 Fax: (616) 363-2480 e-mail: mailbox@mbce.com www.mbce.com

MOORE & BRUGGINK, INC.
Consulting Engineers
2020 Monroe Avenue, N.W.
Grand Rapids, Michigan 49505-6298

May 22, 2018

Re: Grand Valley Estates Well House
Generator Improvements
Project No. 170141.01

Mr. George Haga
Ada Township
7330 Thornapple River Drive
Ada, Michigan 49301

Dear Mr. Haga:

All contract work on the Grand Valley Estates Well House Generator Improvements project has been completed. The estimated project costs were $180,000.00 per the budget letter. The final project costs came in under budget for a total of $172,100.00.

We have enjoyed working with you and Ada Township on this project and thank you again for the opportunity to be of service. If you have any questions regarding the final budget, please feel free to contact me at (616) 363-9801.

Sincerely,

Brian J. Hannon, P.E.
Project Engineer

Phone: (616) 363-9801 Fax: (616) 363-2480 e-mail: mailbox@mbce.com www.mbce.com

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: TOWNSHIP OF ADA
7330 THORNAPPLE RIVER DRIVE
PO BOX 370
ADA, MI 49301

PROJECT: Ada Grand Valley Well House
5458 Grand Valley Ct., NE
Ada, MI 49301

APPLICATION NO.: 3 Distribution to:
PERIOD TO: 4/30/18 ☐ OWNER
PROJECT NOS.: 170141.01 ☐ ARCHITECT
☐ CONTRACTOR
CONTRACT DATE: 9/19/17 ☐
INVOICE NO: 11927 ☐

FROM CONTRACTOR: DVT Electric, Inc.
5151 S. Division Avenue
Wyoming, MI 49548

VIA ARCHITECT: Moore & Bruggink
2020 Monroe Ave. NW
GR, MI 49506

CONTRACT FOR: Ada Grand Valley Well House

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 140,600.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 140,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 140,600.00
5. RETAINAGE:		
a. 0% of Completed Work (Columns D + E on G703)	$ 0.00	
b. 0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 140,600.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 133,570.00
8. CURRENT PAYMENT DUE		$ 7,030.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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

CONTRACTOR: DVT Electric, Inc.

By: _____ Date: 4/20/18

State of: MICHIGAN
County of: KENT
Subscribed and sworn to before me this 20th day of APRIL, 2018

Notary Public: _____
My Commission expires: 12/31/20

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 7,030.00

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

ARCHITECT:
By: _____ Date: 5/22/18

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

HW: B

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APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER:	TOWNSHIP OF ADA 7330 THORNAPPLE RIVER DRIVE PO BOX 370 ADA, MI 49301	PROJECT:	Ada Grand Valley Well House 5458 Grand Valley Ct., NE Ada, MI 49301	APPLICATION NO.: PERIOD TO: PROJECT NOS.:	3 Distribution to: 4/30/18 ☐ OWNER 170141.01 ☐ ARCHITECT ☐ CONTRACTOR
FROM CONTRACTOR:	DVT Electric, Inc. 5151 S. Division Avenue Wyoming, MI 49548	VIA ARCHITECT:	Moore & Bruggink 2020 Monroe Ave. NW GR, MI 49506	CONTRACT DATE: INVOICE NO:	9/19/17 ☐ 11927 ☐
CONTRACT FOR:	Ada Grand Valley Well House				

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 140,600.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 140,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 140,600.00
5. RETAINAGE:		
a. 0% of Completed Work (Columns D + E on G703)	$ 0.00	
b. 0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 140,600.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 133,570.00
8. CURRENT PAYMENT DUE		$ 7,030.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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

CONTRACTOR: DVT Electric, Inc.

By: _____ Date: 4/20/18

State of: MICHIGAN

County of: KENT

Subscribed and sworn to before me this 20th day of APRIL, 2018

Notary Public: _____

My Commission expires: 12/31/20

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ $7,030.00

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

ARCHITECT:

By: _____ Date: 5/22/18

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

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APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER:	TOWNSHIP OF ADA 7330 THORNAPPLE RIVER DRIVE PO BOX 370 ADA, MI 49301	PROJECT:	Ada Grand Valley Well House 5458 Grand Valley Ct., NE Ada, MI 49301	APPLICATION NO.: PERIOD TO: PROJECT NOS.:	3 Distribution to: 4/30/18 ☐ OWNER 170141.01 ☐ ARCHITECT ☐ CONTRACTOR
FROM CONTRACTOR:	DVT Electric, Inc. 5151 S. Division Avenue Wyoming, MI 49548	VIA ARCHITECT:	Moore & Bruggink 2020 Monroe Ave. NW GR, MI 49506	CONTRACT DATE: INVOICE NO:	9/19/17 ☐ 11927 ☐
CONTRACT FOR:	Ada Grand Valley Well House				

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 140,600.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 140,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 140,600.00
5. RETAINAGE:		
a. 0% of Completed Work (Columns D + E on G703)	$ 0.00	
b. 0% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 140,600.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 133,570.00
8. CURRENT PAYMENT DUE		$ 7,030.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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

CONTRACTOR: DVT Electric, Inc.

By: _____ Date: 4/20/18

State of: MICHIGAN

County of: KENT

Subscribed and sworn to before me this 20th day of APRIL, 2018

Notary Public: _____

My Commission expires: 12/31/20

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 7,030.00

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

ARCHITECT:

By: _____ Date: 5/22/18

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

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

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

PROJECT: Averill Historical Museum Expansion

APPLICATION NO: 1

Distribution to:
[ ] OWNER
[x] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

PERIOD TO: 5/31/2018

FROM CONTRACTOR:
JKB & Associates, Inc
916 Chicago Dr Ste C
Jenison MI 49428

VIA ARCHITECT: Dixon Architecture

PROJECT NOS:

CONTRACT FOR: General Contracting

CONTRACT DATE 03/27/18

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 594,000.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 594,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 99,687.50
5. RETAINAGE:		
a. 0.05 % of Completed Work (Column D + E on G703)	$ $4,984.38	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 4,984.38
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 94,703.13
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0
8. CURRENT PAYMENT DUE		$ 94,703.13
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 499,296.88

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

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

CONTRACTOR:

By: _____ Date: 5-22-18

State of: MICHIGAN County of: OTTAWA
Subscribed and sworn to before me this 2nd day of May 2018
Notary Public: Angela Derksen
My Commission expires: 4-24-21

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 94,703.13

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

ARCHITECT:
By: Ken Df Date: 5-22-2108

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 5/21/2018
PERIOD TO: 5/31/2018
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	General Conditions	$44,893.00		$22,446.50		$22,446.50	50.00%	$22,446.50	$1,122.33
	Clean up/Dumpsters	$500.00						$500.00	$0.00
	Concrete-Soil Testing	$1,999.00		$1,000.00		$1,000.00	50.03%	$999.00	$50.00
	Site Work/Excavating	$18,900.00		$14,390.00		$14,390.00	76.14%	$4,510.00	$719.50
	Demo Existing Cond Ex Museum	$7,000.00						$7,000.00	$0.00
	Asphalt Patching	$475.00						$475.00	$0.00
	Concrete Foundations	$44,885.00		$20,800.00		$20,800.00	46.34%	$24,085.00	$1,040.00
	Stone & Tile	$2,500.00		$2,500.00		$2,500.00	100.00%	$0.00	$125.00
	Framing Lumber	$34,182.00		$17,091.00		$17,091.00	50.00%	$17,091.00	$854.55
	Aluminum Clad Entry Doors 111-122a	$12,225.00						$12,225.00	$0.00
	Doors / Hardware / Hollow Metal Frames	$4,570.00						$4,570.00	$0.00
	Finish Trims	$5,200.00						$5,200.00	$0.00
	Exterior Concrete Masonry Allowance	$8,760.00						$8,760.00	$0.00
	Caulking	$900.00						$900.00	$0.00
	Landscaping	$8,300.00						$8,300.00	$0.00
	Framing / Finish Carpentry / Siding	$66,800.00		$13,360.00		$13,360.00	20.00%	$53,440.00	$668.00
	Windows	$20,745.00						$20,745.00	$0.00
	Window Shades	$858.00						$858.00	$0.00
	Fire Rated Glass - Frames	$660.00						$660.00	$0.00
	1 hr Rated HM Door Frame	$1,000.00						$1,000.00	$0.00
	Steel Railings	$7,990.00						$7,990.00	$0.00
	Casework	$11,473.00						$11,473.00	$0.00
	Bath Accessories	$1,670.00						$1,670.00	$0.00
	Drywall - Acoustical	$21,574.00						$21,574.00	$0.00
	Insulation	$7,216.00						$7,216.00	$0.00
	Siding	$18,983.00						$18,983.00	$0.00
	Siding Labor Allowance	$6,152.00						$6,152.00	$0.00
	Roofing	$14,324.00						$14,324.00	$0.00

	Roofing Labor Allowance	$2,165.00						$2,165.00	$0.00
	Signage	$200.00						$200.00	$0.00
	Painting	$12,890.00						$12,890.00	$0.00
	Flooring	$11,701.00						$11,701.00	$0.00
	HVAC	$34,500.00						$34,500.00	$0.00
	Plumbing	$19,900.00						$19,900.00	$0.00
	Electrical	$48,340.00						$48,340.00	$0.00
	Electrical Romex Cable instead of Conduit	$4,000.00						$4,000.00	$0.00
	Communication - AV	$25,570.00						$25,570.00	$0.00
	Contingency Fund	$6,000.00						$6,000.00	$0.00
	P & O	$54,000.00		$8,100.00		$8,100.00	15.00%	$45,900.00	$405.00
	GRAND TOTALS	$594,000.00	$0.00	$99,687.50	$0.00	$99,687.50	17%	$494,312.50	$4,984.38

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

SWORN STATEMENT

DATED: 05/21/18

OWNER: Ada Township, Michigan
LENDER:

COMPANY NAME: JKB & Associates, Inc
PERSON SUBMITTING: Jack Brown

TELEPHONE: 616-531-9022
CELL/PHONE: 616-437-2673
FAX: 616-719-3313

State of: Michigan)
)ss
County of: Ottawa)

ADDRESS OF IMPROVEMENTS: 7330 Thornapple River Dr, Ada MI 49301

The undersigned President or Owner of the company identified above (the "Contractor", the builder or general contractor for the construction of certain improvements at the property described herein, hereby swears and affirms that the following is a list of each professional, subcontractor, supplier and laborer that Contractor has retained in connection with such improvements and that opposite each such name is a correct and full description of the work or material to be provided by such party, the amount of the original contractor or bid, the revised contract amount, if any, the aggregate amount of previous payments to such party, the current amount due such party as of the date set forth above, and the remaining amount required to complete the particular item of work, as follows:

	SUBCONTRACTOR/SUPPLIER OR LABORER	DESCRIPTION OF WORK OR MATERIAL		ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS (IF ANY)	ADJUSTED CONTRACT AMOUNT	PREVIOUS PAYMENTS AND/OR DRAWS	AMOUNT OF THIS REQUEST	RETAINAGE (IF ANY)	BALANCE TO COMPLETE
1	JKB	General Conditions		44,893.00	-	44,893.00		21,324.17	1,122.33	22,446.50
2	JKB	Clean up/Dumpsters		500.00	-	500.00				500.00
3	PSI	Concrete-Soil Testing		1,999.00	-	1,999.00		950.00	50.00	999.00
4	Kalerberg Verhage	Site Work/ Excavating		18,900.00	-	18,900.00		13,670.50	719.50	4,510.00
5	JKB	Demo Existing Cond Ex Museum		7,000.00	-	7,000.00				7,000.00
6	JKB	Asphalt Patching		475.00	-	475.00				475.00
7	DeYoung Concrete	Concrete Foundations		44,885.00	-	44,885.00	-	19,760.00	1,040.00	24,085.00
8	JKB	Stone & Tile		2,500.00	-	2,500.00	-	2,375.00	125.00	-
9	Standale Lumber	Framing Lumber		34,182.00	-	34,182.00		16,236.45	854.55	17,091.00
10	Pella Windows	Aluminum Clad Entry Doors		12,225.00	-	12,225.00				12,225.00
	Standale Lumber	Doors / Hardware / Hollow Metal Frames		4,570.00		4,570.00				4,570.00
11	Standale Lumber	Finish Trims		5,200.00	-	5,200.00				5,200.00
12	JKB	Exterior Concrete Masonry Allowance		8,760.00	-	8,760.00	-	-	-	8,760.00
13	Custom Caulking	Caulking		900.00		900.00		-	-	900.00
14	Majestic Landscaping	Landscaping		8,300.00	-	8,300.00	-	-	-	8,300.00
15	JKB	Framing / Finish Carpentry / Siding		66,800.00	-	66,800.00	-	12,692.00	668.00	53,440.00
16	Pella Windows	Windows		20,745.00	-	20,745.00		-	-	20,745.00
17	Triangle Window Fashions	Window Shades		858.00	-	858.00	-		-	858.00
18	Store Fronts	Fire Rated Glass - Frames		660.00	-	660.00	-	-	-	660.00
19	Sahr	1 hr Rated HM Door Frame		1,000.00	-	1,000.00	-	-	-	1,000.00
20	Metal Works	Steel Railings		7,990.00	-	7,990.00	-	-	-	7,990.00
21	Flairwood	Casework		11,473.00	-	11,473.00	-	-	-	11,473.00
22	Rayhaven	Bath Accessories		1,670.00	-	1,670.00		-	-	1,670.00
23	Brinks Wall & Ceiling	Drywall - Acoustical		21,574.00	-	21,574.00			-	21,574.00
24	Brinks Wall & Ceiling	Insulation		7,216.00	-	7,216.00	-	-	-	7,216.00
25	JKB	Siding		18,983.00	-	18,983.00	-	-	-	18,983.00
26	JKB	Siding Labor Allowance		6,152.00	-	6,152.00	-	-	-	6,152.00
27	JKB	Roofing		14,324.00	-	14,324.00	-	-	-	14,324.00
28	JKB	Roofing Labor Allowance		2,165.00	-	2,165.00	-	-	-	2,165.00
	JKB	Signage		200.00		200.00				200.00
32	Vork Brothers	Interior Painting		12,890.00		12,890.00	-			12,890.00
33	Town & Country Carpet	Flooring		11,701.00	-	11,701.00	-	-	-	11,701.00
	TOTAL PAGE 1:			$ 401,690.00	$ -	$ 401,690.00	$ -	$ 87,008.12	$ 4,579.38	$ 310,102.50

SWORN STATEMENT (PAGE 2)

	SUBCONTRACTOR SUPPLIER OR LABORER	DESCRIPTION OF WORK OR MATERIAL		ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS (IF ANY)	ADJUSTED CONTRACT AMOUNT	PREVIOUS PAYMENTS AND/OR DRAWS	AMOUNT OF THIS REQUEST	RETAINAGE (IF ANY)	BALANCE TO COMPLETE
34	T & S Concepts	HVAC		34,500.00	-	34,500.00	-	-	-	34,500.00
35	Byron Plumbing	Plumbing		19,900.00	-	19,900.00	-	-	-	19,900.00
36	360 Electric	Electrical		48,340.00	-	48,340.00	-	-	-	48,340.00
45	360 Electric	Electrical Romex Cable instead of Conduit		4,000.00	-	4,000.00	-	-	-	4,000.00
46	360 Electric	Communication - AV		25,570.00	-	25,570.00	-	-	-	25,570.00
47	JKB	Contingency Fund		6,000.00	-	6,000.00	-	-	-	6,000.00
48				-	-	-	-	-	-	-
49	JKB	P&O		54,000.00	-	54,000.00	-	7,695.00	405.00	45,900.00
50				-	-	-	-	-	-	-
51				-	-	-	-	-	-	-
52				-	-	-	-	-	-	-
53				-	-	-	-	-	-	-
54				-	-	-	-	-	-	-
55				-	-	-	-	-	-	-
56				-	-	-	-	-	-	-
57				-	-	-	-	-	-	-
58				-	-	-	-	-	-	-
	TOTAL PAGE 2:			$ 192,310.00	$ -	$ 192,310.00	$ -	$ 7,695.00	$ 405.00	$ 184,210.00
	GRAND TOTAL			$ 594,000.00	$ -	$ 594,000.00	$ -	$ 94,703.12	$ 4,984.38	$ 494,312.50

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPLIED LAWS.

ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT, IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

5-22-18 _____

DATED DEPONENT

Note: Addendum listing all subcontractors, laborers and material suppliers for this project is attached hereto and made a part of this sworn statement.

Subscribed and sworn to before me this 22nd day of May 2018

Angela Derksen

_____ County, _____

My commission expires: _____

ANGELA DERKSEN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA County, _____
My Commission Expires April 24, 2021

For a Valuable Consideration, paid to the undersigned, the receipt whereof is hereby confessed and acknowledged, the undersigned hereby waives, release and relinquish any and all claim of right of lien which the undersigned now have or may have hereafter upon the premises described in the above sworn statement, for labor and material, general supervision of construction, or otherwise.

Date: _____ By: _____

523 ada drive se, suite 200 po box 404 ada, mi 49301
p. (616) 682-4570 www.dixonarch.com

May 22, 2018

George Haga, Supervisor
Ada Township
7171 Thornapple River Drive SE
Ada, MI 49301

RE: Averill Museum Addition, Contractor Pay Application #1

Dear Mr. Haga:

Dixon Architecture has received Payment Application #1, dated 5-22-2018, for the Averill Museum addition. This payment generally covers from the project commencement to today's date. During this period of time, the following scope of work has been completed on the site:

- Project mobilization and set up
- Necessary tree removal and earth stripping
- Excavation for the building foundation system
- Forming and pouring of the foundation system
- Waterproofing and drain tile installation
- Underground plumbing installation and back filling of the foundations

It appears that a large lumber package was recently delivered to the site. Jack Brown, the builder informed me that the concrete floor slabs will be poured this week with wood framing starting soon thereafter. Based on the schedule which was issued at the beginning of the project, the builder is exactly on schedule.

Upon review of the Payment Application, my discussions with JKB Construction, and walking the site, I am comfortable recommending payment of **$94,703.13** for the work to date. Please let me know if you have any questions. Thank you.

DIXON ARCHITECTURE

Ken Dixon
Principal Architect

Averill Museum Addition
Photo Log - 5/22/2018

Lumber Package

Foundation at SE Corner

Foundation at SW Corner

IV. D

MOORE & BRUGGINK, INC.
Consulting Engineers
2020 Monroe Avenue NW
Grand Rapids, Michigan 49505-6298

RECOMMENDATION FOR PAYMENT

CONTRACTOR: Harper Industrial Construction, Inc.
13565-B Grand River Drive SE
Lowell, MI 49331

PROJECT NO.: 180145.1
ESTIMATE NO.: 1
DATE: 5/30/2018

PROJECT: Hall St. Lift Station Pump Replacements

Period covered by this estimate: 4/2/2018 through 5/17/2018. Invoice from Harper Industrial Construction is attached.

ORIGINAL CONTRACT PRICE: $13,667.00

Approved Contract Change Orders to Date: Increase 0 Decrease 0

ADJUSTED CONTRACT AMOUNT: $13,667.00

Description	Value	Complete This Estimate	Complete Previous Estimate	Total Percent Complete	Value
Turnkey Pumps Replacement	$12,726.00	100%	0%	100%	$12,726.00
Discharge pressure gauges w/ isolation glands	$941.00	100%	0%	100%	$941.00

TOTAL AMOUNT EARNED AS SHOWN ON THIS ESTIMATE: $13,667.00

Less Retained: $0

Subtotal: $13,667.00

Less Payments to Date: $0

AMOUNT DUE CONTRACTOR: $13,667.00

Prepared By: Jacob Bruggink, E.I.T.

Recommended for Payment: _____ Date: 5/30/18
Moore & Bruggink, Inc.

Authorized for Payment: _____ Date: _____
[owner]

Accepted by: _____ Date: _____
[contractor]

Phone: (616) 363-9801 Fax: (616) 363-2480 e-mail: mailbox@mbce.com www.mbce.com

HARPER INDUSTRIAL CONSTRUCTION, INC
GRAND RAPIDS, MICHIGAN

Invoice

13565-B Grand River Drive SE
Lowell, MI 49331

Date	Invoice #
5 18 2018	2578

Bill To	Ship To
Ada Township 7330 Thornapple River Drive P.O. Box 370 Ada, MI 49301	Hall Street Ada Lift Station Pump Replacement Ada, MI 49301

P.O. No.	Terms	Due Date	Project
	NET 30 Days	6 17 2018	1752 Hall St LS-Ada

Description	Qty	Amount
Demo old and install new pumps per RFP by Moore & Bruggink January 2018 Includes all pipe fittings, bolts, gaskets and other accessories for a complete job. Includes turnkey electrical Pump startup by Kennedy Ind. Cost not by Harper Work is to be sequenced so that the station is always in service	1	12,726.00
Install gauges with isolators on the discharge of each pump close to the discharge flange Includes 2-gauge and isolator assemblies with isolation valve Includes tapping in the fittings	1	941.00
Conditions and exceptions: No Utility Allowances No Haz Mat Abatement No Bond Fee		

RECEIVED
MAY 24 2018
ADA TOWNSHIP CLERK

Thank you for your business!

Total $13,667.00

Phone: 616-897-4200 Fax: 616-897-9318

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
ADA TOWNSHIP
7330 THORNAPPLE RIVER DR
ADA, MI 49301

FROM CONTRACTOR:
KATERBERG VERHAGE, INC
3717 MICHIGAN ST NE
GRAND RAPIDS, MI 49525

CONTRACT FOR:
EXCAVATION

PROJECT:
SETTLERS GROVE PARK

VIA ARCH / ENG / CM:
PROGRESSIVE AE
1811 4 MILE RD NE
GRAND RAPIDS, MI 49525

APPLICATION NO.: 5
PERIOD TO: 4/30/2018
PROJECT NOS.:

CONTRACT DATE: 8/19/2017

Distribution to:
OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1 ORIGINAL CONTRACT SUM	$	1,360,860.00
2 Net Change By Change Orders	$	5,210.53
3 CONTRACT SUM TO DATE	$	1,366,070.53
4. TOTAL COMPLETE & STORED TO DATE	$	403,070.70
5 RETAINAGE.		
a. _10_% of completed work	$	40,307.07
b. _10_% of stored material	$	-
Total Retainage	$	40,307.07
6 TOTAL EARNED LESS RETAINAGE	$	362,763.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	245,301.66
8. CURRENT PAYMENT DUE	$	117,461.97
9. BALANCE TO FINISH, INCLUDING RETAINAGE	$	1,003,306.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 3,533.25	$ -
Total approved this month	$ 1,677.28	
TOTALS	$ 5,210.53	$ -
NET CHANGES by Change Order	$ 5,210.53	

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

CONTRACTOR:

By: KATERBERG VERHAGE, INC Date: 5/25/18

State of: MICHIGAN
County of: KENT
Subscribed and sworn to before me this 25th day of May, 2018

Notary Public: Amanda M. McCarty

My Commission expires: 12-17-2021

AMANDA M MCCARTY
Notary Public - State of Michigan
Kent County
My Commission Expires Dec 17, 2021
Acting in the County of Kent

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations & the data comprising this application, the Construction Manager & Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED $ 117,461.97

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT:
By: Mark J. Ogren Date: 5-25-18

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

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	Settlers Grove Park																
	PHASE 1 DESCRIPTION	BID Quantity	Unit	BID Unit Cost	BID Extension	November Quantity	November Invoice	December Quantity	December Invoice	January Quantity	January Invoice	February Quantity	February Invoice	March Quantity	March Invoice	April Quantity	April Invoice
1.	General Conditions	1	LS	$20,155.00	$ 20,155.00	25%	$ 5,038.75	0%	$ -		$ -	10%	$ 2,015.50	10%	$ 2,015.50	10%	$ 2,015.50
2.	Large Tree Removal, 19"-36"	4	EA	$ 600.00	$ 2,400.00	4	$ 2,400.00	0	$ -		$ -	0	$ -	0	$ -	0	$ -
3.	Small Tree Removal, 6"-18"	28	EA	$ 275.00	$ 7,700.00	28	$ 7,700.00	0	$ -		$ -	0	$ -	0	$ -	0	$ -
4.	Site Grading	1	LS	$ 60,500.00	$ 60,500.00	10%	$ 6,050.00	0%	$ -		$ -	10%	$ 6,050.00	10%	$ 6,050.00	25%	$ 15,125.00
5.	4" Concrete Sidewalk	1,842	SF	$ 6.92	$ 12,746.64	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
6.	6" Concrete Sidewalk	3,173	SF	$ 7.97	$ 25,288.81	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
7.	Brick Pavers on Concrete Base	988	SF	$ 28.50	$ 28,158.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
8.	6" Concrete Curb - Planter at Park Entrance	42	LF	$ 36.00	$ 1,512.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
9.	6" Concrete Curb - Flush at Plaza	76	LF	$ 30.00	$ 2,280.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
10.	Concrete Ramp - 4" Concrete	1,325	SF	$ 9.30	$ 12,322.50	0	$ -	0	$ -		$ -	0	$ -	883	$ 8,211.90	0	$ -
11.	Concrete Steps: Lineal Foot of Nosing (includes cheek walls)	437	LF	$ 135.00	$ 58,995.00	0	$ -	50	$ 6,750.00		$ -	240	$ 32,400.00	25	$ 3,375.00	25	$ 3,375.00
12.	Concrete Landing at Steps - 6" Concrete	245	SF	$ 11.00	$ 2,695.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
13.	Stair Exterior Railing	99	LF	$ 66.00	$ 6,534.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
14.	Ramp Exterior Railing	156	LF	$ 66.00	$ 10,296.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
15.	6" Wide Ramp Curb - Concrete	167	LF	$ 31.50	$ 5,260.50	0	$ -	0	$ -		$ -	167	$ 5,260.50	0	$ -	0	$ -
16.	10" Wide Retaining Wall - Concrete	333	LF	$ 188.00	$ 62,604.00	0	$ -	245	$46,060.00		$ -	0	$ -	146	$ 27,448.00	0	$ -
17.	18" Wide Retaining/Seat Wall - Concrete	125	LF	$ 192.00	$ 24,000.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	100	$ 19,200.00
18.	10" Wide Ramp Wall - Concrete	132	LF	$ 142.00	$ 18,744.00	0	$ -	0	$ -		$ -	132	$ 18,744.00	0	$ -	0	$ -
19.	Restroom Building Construction	1	LS	$229,300.00	$ 229,300.00	10%	$22,930.00	7%	$16,051.00		$ -	11%	$ 25,223.00	7%	$ 16,051.00	20%	$ 45,860.00
20.	Sanitary Sewer Service	1	LS	$ 1,600.00	$ 1,600.00	100%	$ 1,600.00	0%	$ -		$ -	0%	$ -	0%	$ -	0%	$ -
21.	Water Service	1	LS	$ 1,600.00	$ 1,600.00	100%	$ 1,600.00	0%	$ -		$ -	0%	$ -	0%	$ -	0%	$ -
22.	Electrical Service (ALLOWANCE)	1	EA	$ 5,000.00	$ 5,000.00	$0.00	$ -	$0.00	$ -		$ -	$0.00	$ -	$0.00	$ -	$650.00	$ 650.00
23.	Landscape Boulders - 3' (15 Boulders)	14	TON	$ 400.00	$ 5,600.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	14	$ 5,600.00
24.	Landscape Boulders - 4' (12 Boulders)	20	TON	$ 367.00	$ 7,340.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	20	$ 7,340.00
25.	Landscape Boulders - 5' (10 Boulders)	26	TON	$ 350.00	$ 9,100.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	26	$ 9,100.00
26.	3.5" Caliper Tree	3	EA	$ 595.00	$ 1,785.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
27.	8' Height Ornamental Tree	13	CY	$ 355.00	$ 4,615.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
28.	Planting Area - Shrubs	1	LS	$ 18,395.00	$ 18,395.00	0%	$ -	0%	$ -		$ -	0%	$ -	0%	$ -	0%	$ -
29.	Planting Area - Perennials	1	LS	$ 24,385.00	$ 24,385.00	0%	$ -	0%	$ -		$ -	0%	$ -	0%	$ -	0%	$ -
30.	Planting Area - Groundcover	1	LS	$ 9,595.00	$ 9,595.00	0%	$ -	0%	$ -		$ -	0%	$ -	0%	$ -	0%	$ -
31.	Seeding and Restoration	1	LS	$ 4,640.00	$ 4,640.00	0%	$ -	0%	$ -		$ -	0%	$ -	0%	$ -	0%	$ -
32.	Landscape Mulch (Shredded Hardwood) 4" deep	64	CY	$ 40.00	$ 2,560.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
33.	Drive Access - Turf Reinforcement	2,550	SF	$ 6.50	$ 16,575.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
34.	Landscape Edging - Aluminum	341	LF	$ 6.50	$ 2,216.50	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
35.	Playground Surfacing	2,545	SF	$ 3.15	$ 8,016.75	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
36.	Irrigation	1	LF	$ 25,000.00	$ 25,000.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
37.	Bike Rack	5	EA	$ 920.00	$ 4,600.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
38.	Litter Receptacle	3	EA	$ 1,890.00	$ 5,670.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
39.	Bench	1	EA	$ 2,140.00	$ 2,140.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
40.	Park Sign (ALLOWANCE)	1	EA	$ 3,000.00	$ 3,000.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
41.	Play Equipment	1	LS	$ 51,855.00	$ 51,855.00	0%	$ -	0%	$ -		$ -	0	$ -	0%	$ -	0%	$ -
42.	Café Table and Chairs, w/ Umbrella (4 seats)	3	EA	$ 9,635.00	$ 28,905.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
43.	Café Table and Chairs, w/ Umbrella (6 seats)	3	EA	$ 11,700.00	$ 35,100.00	0	$ -	0	$ -		$ -	0	$ -	0	$ -	0	$ -
44.	CO #1 Small Tree Removal, 6"-18"	8	EA	$ 275.00	$ 2,200.00	8	$ 2,200.00	0	$ -		$ -	0	$ -	0	$ -	0	$ -
45.	CO #1 Large Tree Removal, 19"-36"	(1)	EA	$ 600.00	$ (600.00)	(1)	$ (600.00)	0	$ -		$ -	0	$ -	0	$ -	0	$ -

46.	CO #1 Type II Undercut for "M" Retaining Wall	77.33	CY	$ 25.00	$ 1,933.25	77.33	$ 1,933.25	0	$ -		$ -	0	$ -	0	$ -	0	$ -		
47.	CO #2 Limestone in sandblasted walls	1	LS	$ 1,635.50	$ 1,635.50	0	$ -		$ -		$ -		$ -		$ -	100%	$ 1,635.50		
48.	CO #2 Increased height for lower "M" wall	1	LS	$ 2,910.30	$ 2,910.30	0	$ -		$ -		$ -		$ -		$ -	100%	$ 2,910.30		
49.	CO #2 Add insulation board at restroom	1	LS	$ 1,575.00	$ 1,575.00	0	$ -		$ -		$ -		$ -		$ -	100%	$ 1,575.00		
50.	CO #2 HVAC upgrade at restroom	1	LS	$ 2,132.00	$ 2,132.00	0	$ -		$ -		$ -		$ -		$ -	100%	$ 2,132.00		
51.	CO #2 Add drinking fountain	1	LS	$ 9,055.00	$ 9,055.00	0	$ -		$ -		$ -		$ -		$ -	0%	$ -		
		1				0	$ -		$ -		$ -		$ -		$ -		$ -		
		1				0	$ -		$ -		$ -		$ -		$ -		$ -		
		1				0	$ -		$ -		$ -		$ -		$ -		$ -		
	Subtotal Phase 1 Items				$ 891,625.75		$ 50,852.00		$ 68,861.00		$ -		$ 89,693.00		$ 63,151.40		$ 116,518.30		

	PHASE 2 DESCRIPTION	BID Quantity	Unit	BID Unit Cost	BID Extension	November Quantity	November Invoice	December Quantity	December Invoice	January Quantity	January Invoice	February Quantity	February Invoice	March Quantity	March Invoice	April Quantity	April Invoice
1.	General Conditions	1	LS	$ 14,758.00	$ 14,758.00	0%	$ -		$ -		$ -		$ -		$ -	0%	$ -
2.	Large Tree Removal	10	EA	$ 600.00	$ 6,000.00	0	$ -		$ -		$ -		$ -		$ -	6	$ 3,600.00
3.	Small Tree Removal	44	EA	$ 275.00	$ 12,100.00	0	$ -		$ -		$ -		$ -		$ -	9	$ 2,475.00
4.	Site Grading	1	LS	$ 20,850.00	$ 20,850.00	0%	$ -		$ -		$ -		$ -		$ -	0%	$ -
5.	Excavate Slope	1	LS	$ 11,225.00	$ 11,225.00	0%	$ -		$ -		$ -		$ -		$ -	0%	$ -
6.	Geoweb/Topsoil	450	SY	$ 23.25	$ 10,462.50	0	$ -		$ -		$ -		$ -		$ -	0	$ -
7.	Roots Wad/Boulder Stabilization	75	LF	$ 445.00	$ 33,375.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
8.	Live Staking	580	SY	$ 28.75	$ 16,675.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
9.	Natural Streambank Restoration	75	LF	$ 30.00	$ 2,250.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
10.	Invasive Species Removal (ALLOWNACE)	1	LS	$ 2,500.00	$ 2,500.00	0%	$ -		$ -		$ -		$ -		$ -	0%	$ -
11.	Native Seed Installation	1	LS	$ 5,185.00	$ 5,185.00	0%	$ -		$ -		$ -		$ -		$ -	0%	$ -
12.	Bendway Weir	3	EA	$ 24,845.00	$ 74,535.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
13.	Retaining Wall at River Bank	80	LF	$ 323.00	$ 25,840.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
14.	Concrete Sidewalk - 6"	10,822	SF	$ 6.94	$ 75,104.68	0	$ -		$ -		$ -		$ -		$ -	0	$ -
15.	10" Wide Retaining Wall - Concrete	37	LF	$ 230.00	$ 8,510.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
16.	Decorative Concrete at Overlook	314	SF	$ 21.15	$ 6,641.10	0	$ -		$ -		$ -		$ -		$ -	0	$ -
17.	Seatwall at Trail Head	20	LF	$ 258.15	$ 5,163.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
18.	Composite Decking with Handrail	760	SF	$ 69.25	$ 52,630.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
19.	Electrical Service For Stage	1	LS	$ 1,500.00	$ 1,500.00	0%	$ -		$ -		$ -		$ -		$ -	0	$ -
20.	Landscape Boulders - 3' (17 Boulders)	16	TON	$ 400.00	$ 6,400.00	0	$ -		$ -		$ -		$ -		$ -	0%	$ -
21.	Landscape Boulders - 4' (14 Boulders)	23	TON	$ 367.00	$ 8,441.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
22.	Landscape Boulders - 5' (11 Boulders)	28	TON	$ 350.00	$ 9,800.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
23.	3.5" Caliper Tree	8	EA	$ 685.00	$ 5,480.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
24.	8' Height Ornamental Tree	9	EA	$ 360.00	$ 3,240.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
25.	Tree Relocation (8" Oak)	20	EA	$ 440.00	$ 8,800.00	0	$ -		$ -		$ -		$ -		$ -	0	$ -
26.	Seeding and Restoration	1	LS	$ 9,615.00	$ 9,615.00	0%	$ -		$ -		$ -		$ -		$ -	18	$ 7,920.00
27.	Irrigation	1	LS	$ 8,025.00	$ 8,025.00	0%	$ -		$ -		$ -		$ -		$ -	0%	$ -
28.	Landscape Edging - Aluminum	30	LF	$ 6.50	$ 195.00	0	$ -		$ -		$ -		$ -		$ -	0%	$ -
29.	Fountain Aerator	1	LS	$ 6,675.00	$ 6,675.00	0%	$ -		$ -		$ -		$ -		$ -	0	$ -
30.	Litter Receptacle	5	EA	$ 1,890.00	$ 9,450.00	0	$ -		$ -		$ -		$ -		$ -	0%	$ -
31.	Bench	4	EA	$ 2,140.00	$ 8,560.00	0	$ -		$ -		$ -		$ -		$ -		$ -
32.	CO #2 Footing changes at overlook deck	1	LS	$ 3,900.00	$ 3,900.00	0	$ -		$ -		$ -		$ -		$ -		$ -
33.	CO #2 21AA Aggregate Under Sidewalk for HD Concrete Areas	1,000	SF	$ 0.56	$ 560.00	0	$ -		$ -		$ -		$ -		$ -		$ -

Subtotal Phase 2 Items				$ 474,445.28	$ -		$ -		$ -		$ -		$ -		$ 13,995.00	
GRAND TOTAL				$ 1,366,071.03	$50,852.00	$ -	$68,861.00	$ -	$ -	$ -	$ 89,693.00	$ -	$ 63,151.40	$ -	$ 130,513.30	
					10%		10%		10%		10%		10%		10%	
Retainage					$ 5,085.20		$ 6,886.10		$ -		$ 8,969.30		$ 6,315.14		$ 13,051.33	
					$45,766.80	$ -	$61,974.90	$ -	$ -	$ -	$ 80,723.70	$ -	$ 56,836.26	$ -	$ 117,461.97	

SWORN STATEMENT
(Under the Construction Lien Act of 1980)

STATE OF MICHIGAN
COUNTY OF: KENT

APPLICATION #5: 4/30/2018

Kristen VanVuuren, being duly sworn, deposes and says: KATERBERG VERHAGE INC. Is the subcontractor for an improvement to the following described real property situated in KENT County, Michigan, described as SETTLERS GROVE PARK. That the following is a statement of each subcontract, supplier, and laborer, for which payment of wages, fringe benefits and withholdings is due but unpaid, with whom the subcontractor has subcontracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the person as of the date hereof are correctly and fully set forth opposite their names, as follows.

NAME OF SUBCONTRACTOR SUPPLIES OR LABORER	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT OWING	BALANCE TO COMPLETE
THOMET CONSTRUCTION	BUILDING CONSTRUCTION	$ 229,997.87	$ 56,158.00	$ -	$ 173,839.87
VAN LAAN CONCRETE CONSTRUCTION	CONCRETE CONSTRUCTION	$ 296,162.00	$ 153,455.92	$ -	$ 142,706.08
ADVANCED METALS	METAL SIGN	$ 15,300.00	$ -	$ -	$ 15,300.00
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
KATERBERG VERHAGE INC.	Labor/Equip./Materials	$ 822,933.38	$ 193,456.78	$ -	$ 629,476.60
TOTALS		$ 1,364,393.25	$ 403,070.70	$ -	$ 961,322.55

That the subcontractor has not procured material from, or subcontracted with, any person other than those set forth herein and owes no money for the improvement other than the sums set forth herein. Deponent further says that he or she makes the foregoing statement as the SUBCONTRACTOR, or as PRESIDENT of the SUBCONTRACTOR for purposes of representing to the owner or lessee of the described property herein and his or her agents that the described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: **An owner of lessee of the property described herein may not rely on this sworn statement to avoid the claim of a subcontractor, supplier, or laborer who has provided a Notice of Furnishing or a laborer who may provide a Notice of Furnishing pursuant to section 109 of the Construction Lien Act to the designee or to the owner or lessee if the designee is not named or has died.**

Deponent

WARNING TO DEPONENT: **A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in section 110 of the Construction Lien Act, Act No. 497 of the Public Acts, being section 570.1110 of the Michigan Compiled Laws.**

Subscribed and sworn to before me this 15th day of May 2018.

Amanda M. McCarty
Notary Public
Kent County, Michigan
My Commission Expires: 12-17-2021

AMANDA M MCCARTY
Notary Public - State of Michigan
Kent County
My Commission Expires Dec 17, 2021
Acting in the County of Kent

VIII. A

A RESOLUTION TO SUPPORT THE GRAND RIVER WATER TRAIL

FOR THE TOWNSHIP OF ADA, MICHIGAN

WHEREAS, the residents of the Township of Ada value its natural resources and outdoor recreation opportunities afforded by the Grand River and its tributaries; and

WHEREAS, the residents of the Township of Ada value the Grand River for water quality and fish and wildlife habitat; and

WHEREAS, the residents of the Township of Ada will greatly benefit from the recreational, natural and cultural experiences provided by the water trail; and

WHEREAS, water trails present great opportunities to grow local and regional economies, strengthen regional identity, attract out-of-state tourists and workers, promote healthy lifestyles and showcase Michigan's incredible water resources; and

WHEREAS, the Statewide Comprehensive Outdoor Recreation Plan, the Michigan Comprehensive Trail Plan, the Michigan Department of Natural Resources Parks and Recreation Division Strategic Plan, and the Michigan Water Strategy all call for the establishment of a statewide system of designated water trails; and

WHEREAS, a designated water trail will provide sound information to help customers make recreational activity choices and to provide clear, consistent communication about trails that contribute to successful recruitment and retention of new water trail users and encourage return visits to regional destinations; and

WHEREAS, a water trail will be successful if it can provide a quality trail experience for users and possess broad community support and local partnerships; and

WHEREAS, this water trail is consistent with the comprehensive land use plan of the Township of Ada for recreational facilities for its citizens; and

WHEREAS, the Township of Ada has previously supported activities that promote recreation on the river; and

WHEREAS, the residents of the Township of Ada have indicated their support for the water trail; and

WHEREAS, the Township of Ada affirms and supports the water trail, beginning in Jackson County and ending at Lake Michigan in Ottawa County to be of value and benefit to the residents of the Township of Ada and its neighboring communities and counties.

NOW, THEREFORE, BE IT RESOLVED by the Board of Ada Township, Michigan;

Section 1: That the Grand River Water Trail on the Grand River in Ada Township is hereby recognized and accepted by the Township Board on behalf of the residents of Ada Township, and visitors from throughout the State of Michigan and the United States;

Section 2: That this Resolution shall take effect immediately upon its adoption; and

PASSED AND ADOPTED BY THE BOARD OF ADA TOWNSHIP, MICHIGAN, this ____ day of _____, 2018.

By: _____

Attest: _____

TOWNSHIP

To: George Haga, Ada Township Board of Trustees
From: Mark Fitzpatrick, Director, Parks & Recreation Dept.
Re: WMEAC and the Grand River Water Trail Initiative
Date: June 1, 2018

For a number of year groups throughout the Grand River Watershed have been working on establishing a designated "River Trail" along the Grand River. Organizational efforts include work by the Michigan Department of Natural Resources, the Lower Grand River Organization of Watersheds and the West Michigan Environmental Action Council. Locally, the Ottawa County Parks Department has already established a Grand River Heritage Trail for their section of the Grand River: https://www.miottawa.org/OC_GRHT/default.htm

The West Michigan Environmental Action Council (WMEAC) has taken leadership on this initiative and is currently speaking with municipalities along the Grand River in Kent and Ionia Counites. Their staff provided a presentation to the Ada Township Parks, Recreation and Land Preservation Advisory Board at the April 12 meeting. Their presentation included an overview on water trails in Michigan, National Park Service designation and a request for a "resolution of support" from Ada Township. The Township Parks, Recreation, and Land Preservation Advisory Board found initiative to fit in with the goals of out PRLP Community Recreation Plan. The Advisory Board voted in support of this initiative and recommended it be reviewed for a resolution of support by the Ada Township Board of Trusties.

At the June 11 Ada Township Board meeting Elaine Sterrett Isely, WMEAC Director of Water Programs, will provide an overview of the Grand River Water Trail Initiative and their request for a resolution of support from Ada Township. Attached are the following documents provided by WMEAC for your review:

*Water Trail Pamphlet
*2017 Water Trails Report
*Resolution of Support for Ada Township

Types of Water Trails

Each give the user a unique experience!

- Historic
- Urban
- Wilderness
- Long Distance

THE UPPER GRAND RIVER WATERSHED ALLIANCE

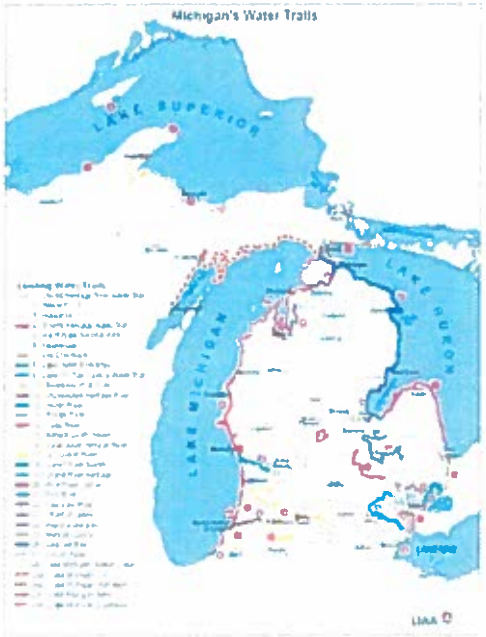
MGROW
MIDDLE GRAND RIVER

LOWER GRAND RIVER ORGANIZATION of WATERSHEDS

WMEAC

Elaine Sterrett Isely
Director of Water Programs
eisely@wmeac.org
616-451-3051 x 125

Grand River Water Trails



Water Trails are located all throughout the state of Michigan.

What is a Water Trail?

A water trail is a designated route specifically designed and implemented to foster educational and recreation experiences for non-motorized watercraft.

What is the difference between a Water Trail and a River?

A water trail is organized, supported, and managed.

Benefits of Water Trails

Recreational

Allows for community involvement, exercise and enjoyment of our natural recourses. Stand-up paddling is the top growing recreational activity.

Economic

Water trails bring in tourism and involve locals, which leads to support of local business. The Michigan Colleges Foundation Study found that in 2011 consumers spent $18.7 billion on outdoor recreation in Michigan.

Conservation / Environmental

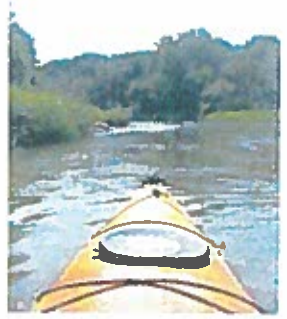
With more people aware of their natural resources, an urge to clean and preserve these spaces occurs.

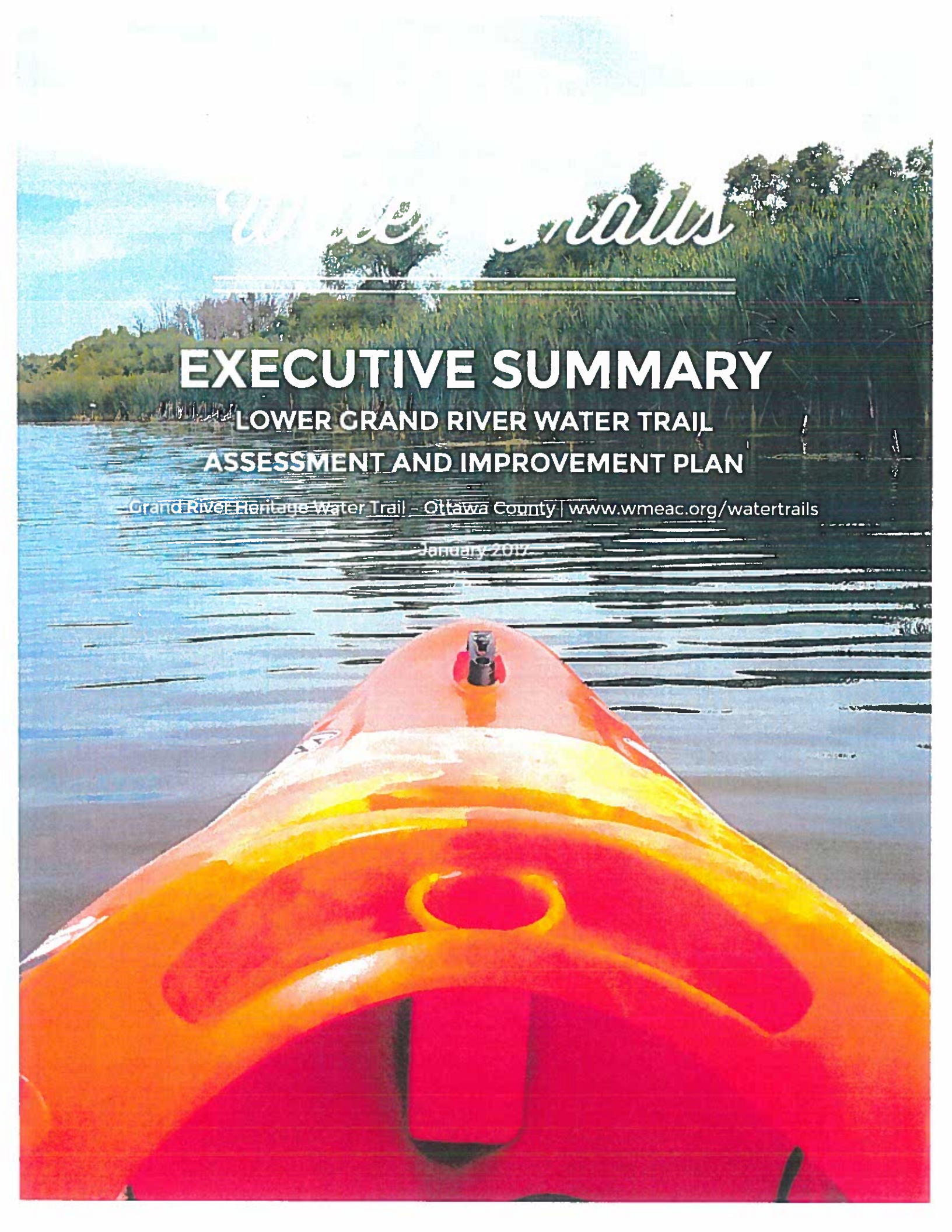
Cultural

Water trails can provide many cultural experiences, including spiritual experiences, appreciating the natural scenery, or learning about the history behind our water ways and how they have impacted society.

Amenities for Water Trail Access or Launch Sites

- Emergency phone
- Accessibility
- Signage with maps
- Restrooms
- Drinking fountain
- Parking
- Picnic tables and shelter
- Recycling and waste disposal
- Boat Storage





EXECUTIVE SUMMARY

LOWER GRAND RIVER WATER TRAIL ASSESSMENT AND IMPROVEMENT PLAN

Grand River Heritage Water Trail - Ottawa County | www.wmeac.org/watertrails

January 2017

Partner Organizations

Authors

E.S. Isely, M. Scantlebury, J. Leffingwell, E. Lussky, E. Hodel

Contributors

M. Gleason, P. Bravender, T. Doornbos, R. VanPeursem, N. Patterson, A. Saragosa, B. Hunt

Funding Partners

Executive Summary

The Grand River Watershed is a large freshwater system which runs through several counties in mid- and West-Michigan. In the lower reaches of the Grand River, the Grand River Heritage Water Trail spans 44 miles through Ottawa County and was established in 2012 to raise awareness and increase recreational usage of the waterway. West Michigan Environmental Action Council (WMEAC) and Grand Valley State University (GVSU) undertook a collaborative project with Ottawa County Parks and Recreation Commission, Grand Haven Area Convention and Visitors Bureau, Lower Grand River Organization of Watersheds (LGROW), and the U.S. National Park Service (NPS) to conduct an assessment of this trail to find possible areas of improvement. This assessment, carried out over the course of a year, sought to identify and analyze possible gaps in water trail access, marketing and signage, user amenities, safety considerations, and connectivity with potential water trail development upstream.

In a similar project, WMEAC and partners GVSU and Williams and Works compiled a 2014 West Michigan Water Trails report about water trail development on Lake Michigan. According to that report, the number of Americans that participate in outdoor recreational activities (49%) is growing rapidly. In 2012, kayakers accounted for 30% of those participants, with canoe paddlers making up another 15%. Kayaking is rated in the top ten activities, drawing the most first time participants; it is one of the fastest growing United States nature-based outdoor activities with an estimated 12½ million participants, representing a 63% increase from 2000 to 2007. Approximately one third of paddlers are aged 25 to 44, with another one third of paddlers over the age of 45. Notably, 41% of paddlers have incomes of over $100,000.

Additionally, that report noted that in furthering the State of Michigan's initiative on becoming the "Trail State," the Michigan Department of Natural Resources published a "State Trails Implementation Plan." One component of this plan is to complete designation of the Great Lakes as a water trail by year five (2019). As a major inland waterway of the Great Lakes Basin, improvements on the Grand River Heritage Water Trail have the potential to enhance outdoor recreation and tourism experiences for paddlers on the trail, which in turn could encourage public stewardship of this unique, expansive waterway.

To obtain the most up-to-date and pertinent information, the project team researched numerous aspects related to the Grand River Heritage Water Trail. Our research included the assessment of current infrastructure and amenities in place along the water trail; safety protocols and current safety measures in place along the lower Grand River; county and local resources available to support the water trail; and user expectations and experiences. The project team also reviewed several resources to develop information about best practices related to water trails management. The National Water Trails program—which has designated 21 National Water Trails in the U.S.—was an invaluable source of information on best management practices (BMPs) for water trail program development, implementation, and maintenance. Much of this assessment is based on BMPs from 10 selected nationally designated water trails regarding recreation opportunities, education, conservation, community support, public information, trail maintenance, planning, safety concerns, marketing and branding, signage, partnerships, and community involvement and engagement. Both quantitative and qualitative data were collected, and primary and secondary data from related research project reports, websites, books, and other publicly available sources were assessed. Both formal interviews and informal discussions were conducted, featuring one-on-one telephone and in-person data collection, as well as public consultation.

"Survey results showed there is an overwhelming interest (93%) in paddling the lower Grand River. 70% of those surveyed indicated they are intermediate paddlers and 20% indicated they are expert paddlers. Over 90% have said they either kayak, canoe, or do both."

Obtaining an accurate account of the current resources, amenities, and infrastructure in place along the Grand River Heritage Water Trail required the project team members to conduct their own on-site research at launch sites and along river sections, as well as reviewing the master plans, zoning ordinances, and recreation plans for the communities along the Grand River in Ottawa County. Project team members and WMEAC interns paddled 4 of the 6 reaches of the water trail to gather user accounts of the experience along the trail. These assessments showed that there is a need for increased signage both on and off the water to make it easier to navigate the trail, and the Ottawa County Parks Water Trail webpage needs to be improved to provide more information about ease-of-access, better navigability, and more information on trail paddle times, distance, and amenities.

Public meetings were held to gain valuable feedback from interested individuals, outfitters, Water Trail team members, state representatives, county officials, and township officials. In addition to these public meetings, a survey was conducted to gauge interest from the paddling public at the 21st Annual Quiet Water Symposium at Michigan State University Pavilion on March 5, 2016, as well as online on WMEAC's website.

The survey results showed there is an overwhelming interest (93%) in paddling the lower Grand River. 70% of those surveyed indicated they are intermediate paddlers and 20% indicated they are expert paddlers. Over 90% have said

they either kayak, canoe, or do both. These figures show that the demand is there from those who enjoy being active on the water to paddle the lower Grand River. Some of the areas of desired improvement indicated from the survey included subpar bathroom availability, a lack of site-to-site transportation, the need for more signage along the water trail, and limited accessibility of emergency services.

As a result of our analysis, we have made the following 9 recommendations to the Ottawa County Parks and Recreation Commission for improvement of the water trail:

Recommendation 1

Improve water trail facilities to make experiences more convenient and pleasurable for trail users. The amenities provided along a water trail and at launch sites greatly impact user satisfaction and experience. Water trail users have identified the need for boat storage to safely secure their boat if they desire to search for food and beverages, attain transportation back to their vehicle, or to just take a break from their paddling journey. There has also been a noted desire for more transportation options between launch sites that can accommodate paddle craft.

Recommendation 2

Encourage regional water trails planning through the implementation of a water trail advisory committee. A major difficulty with managing a widespread body of water like the Grand River is coordination, planning, and policy-making between different governmental bodies. Intergovernmental planning and management will provide local and regional policymakers and users of the water trail with the tools necessary to coordinate and implement natural resource conservation policy goals for the Grand River.

Recommendation 3

Install signage and mile markers at launch sites and along the trail. Most launch sites on the water trail have existing signage, however they are only visible from the landward side. There is no signage visible to trail users on the water, which can make navigating the trail and wayfinding more difficult, especially for new paddlers or visitors to the area. In addition to the difficulty of navigation, not having water-facing signage makes it more difficult for paddlers to let safety officers know where they are if they find themselves in distress. Installing mile markers and sharing that information with Ottawa County Marine Patrol and Central Dispatch would greatly assist in emergency situations on the water trail.

Recommendation 4

Coordinate safety resources between Ottawa County Marine Patrol, Central Dispatch, and local emergency responders and include them on the water trail advisory committee. When weighing the social and economic opportunities associated with promoting a water trail project, community leaders also need to be aware of the responsibilities and costs correlated with heightened ecotourism. It is expected that yearly increases in use of the Grand River will raise the potential for resultant injuries, drownings, and rescues. Keeping emergency responders involved and up-to-date on operations with this project is important to ensure quick response and overall safety on the water trail.

Recommendation 5

Improve webpage to attract new users and keep current users interested and involved with the water trail. Maintaining a navigable, up-to-date, resourceful web page is vital to drawing in and keeping the interest of water trail users. Participants in the project felt that the Ottawa County Parks Water Trails website needed more information about skill level requirements, paddle times between launch sites, and amenities and services available at launch sites. Promoting websites tied to the Grand River Water Trail and keeping them updated, navigable, and user-friendly can help both future and existing paddlers to plan their trips more easily and encourage them to utilize the water trail more often.

Recommendation 6

Increase community education initiatives and work with regional partners on the development and delivery of water trail outreach and education materials. Partnering organizations involved with the project are already currently delivering watershed education in communities along the Grand River to inform citizens on pollution prevention strategies, water quality monitoring, stormwater runoff, and their effects on the health of the river system. In addition to water quality education, there is also a need for outreach and education on the water trail itself to inform a wider audience to the opportunities along the Grand River Heritage Water Trail.

Recommendation 7

Improve branding and messaging to get more users interested and invested in the water trail. Current water trail messaging lacks the power to motivate people to get out on the trail. Improved messaging which clarifies that the water trail is for everyone, of any experience level, and that this unique asset is very user-friendly would encourage more users to get on this water trail. Identifying local, regional, and state branding champions to carry this message across will allow it to carry more weight and reach a wider audience. Capturing the pertinent information of the water trail and its amenities in a waterproof guidebook to be sold and distributed to water trail users could be a possible revenue stream and simultaneously assist in the messaging and branding of the Grand River Heritage Water Trail.

Recommendation 8

Develop and maintain partnerships with local and regional organizations to strengthen the management, development, and planning of the water trail. Ottawa County Parks was able to lead the implementation of its access sites with minimal assistance from partners. However, going forward, their management of the water trail would benefit from strengthened and newfound partnerships with local municipalities and homeowners along the river corridor; local outfitters; and state, local, and regional partners. Partners can assist with much of the trail and launch site maintenance, education, news and events, safety responses, future planning, and marketing.

Recommendation 9

Establish a water trail coordinator. To most effectively accomplish the best practices identified in this report - launch site and trail maintenance, regional water trail planning, communications and cooperation with emergency responders, website maintenance, community education, event planning and coordination, and the development and maintenance of water trail partnerships – a water trail coordinator is needed. This person can be part of the current staff, hired as new staff, or even hired as a joint staff person between Ottawa County Parks and another partner organization.

With the extensive research, analysis, and community involvement in this collaborative process of creating an improvement plan for the Grand River Heritage Water Trail from which the project team has formed these 9 recommendations, this plan intends to improve water trail access, marketing and signage, user amenities, safety considerations, and connectivity with potential water trail development upstream. It is expected that this report will help to guide local and regional units of government, businesses, and community organizations to make better decisions regarding the enhancement, management, and planning of this water trail.

GVSU Professor Michael Scantlebury conducting research

The amount of time, research, and resources put into compiling this report was extensive and considered aspects of planning, implementing, and managing a water trail. This report was not only created with the Grand River Heritage Water Trail in mind, however. The project team believes that this report could be utilized effectively by others who are planning or implementing water trails to improve user experience and draw more people to their local waterways.

The full report can be found at wmeac.org/watertrails

VIII B.

TOWNSHIP

BOARD OF COUNTY ROAD COMMISSIONERS
KENT COUNTY
1500 Scribner Avenue NW
Grand Rapids MI 49301
Telephone 242-6900 FAX 242-6980

ADA TOWNSHIP RESOLUTION NO. R-061118-

Used by governmental units in connection with applications to construct, operate, use and/or maintain within the right-of-way; or to close as roadway under the jurisdiction of the Kent County Road Commission, County of Kent, State of Michigan.

PRESENT:
ABSENT:

BE IT RESOLVED, that:

The Board of Ada Township, 7330 Thornapple River Drive SE, Ada, MI 49301 represented by its Supervisor, George Haga, is hereby authorized to make application to the Kent County Road Commission on behalf of the Township of Ada in the County of Kent, State of Michigan for the necessary permit(s) to:

Conduct a "4th of July Celebration Parade" upon the roadways in Ada Township on July 4, 2018 from 9:30 a.m. to 12:00 p.m. A map of the parade route is attached. The following roads will be closed:

- Ada Drive from Headley Street to Thornapple River
- Thornapple River Drive from River Street to the Bronson/Headley intersection
- Bronson Street from Headley Street to River Street
- River Street from Bronson to Thornapple River Drive

Conduct a celebration upon the roadway in Ada Township on July 4, 2018, from 7:00 a.m. to 6:00 p.m. A map of the street closure is attached. The following road will be closed:

- Headley Street from just south of Old Headley Street to Ada Drive

And, that the Township of Ada, in the County of Kent, State of Michigan, will faithfully fulfill all permit requirements.

The above resolution was offered by Member and supported by Member.

YEA:
NO:
ABSENT:

Resolution R-061118- Declared Adopted

Date:

Signed_____
Jacqueline Smith
Ada Township Clerk

I, HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the ADA TOWNSHIP BOARD of the TOWNSHIP OF ADA at a regular meeting held on Monday, June 11, 2018.

Signed _____
Jacqueline Smith
Ada Township Clerk

BRONSON ST
UNNAMED
ELLERY AVE
HEADLEY ST
BRADFIELD ST
JASPERSE AVE
TEEPLE AVE
RIX ST
Mid-Michigan RR
BRONSON ST
THORNAPPLE RIVER DR
SCHOOLHOUSE D R
ADA DR
HEADLEY ST
EFULTON ST
UNNAMED
RIVER ST
RIVER ST
SETTLERS DR
21

VIII C.

TOWNSHIP

MEMORANDUM

Date: 06/01/18

TO: Ada Township Board
FROM: Jim Ferro, Planning Director
RE: Short-Term Rental Regulations

Overview:

At its May 17 meeting, the Planning Commission, following the holding of a public hearing, recommended approval of a zoning ordinance amendment and a companion regulatory ordinance to establish a framework for regulating short-term rental of residential premises in the Township.

The development of these regulations resulted from the Township receiving a small number of complaints regarding short-term rental of residential premises in the Township, and requests by several property owners that the Township adopt regulations to permit short-term rental use.

The development and growth of internet-based platforms for renters and rental property owners to conduct short-term rental transactions and growth in the "sharing economy" has led to tremendous growth throughout the country in short-term rental of residential property.

Short-term rental activity is occurring in Ada Township, even though the zoning ordinances prohibits this activity.

The Planning Commission has concluded that adopting reasonable rules that balance the desire of property owners to use their property for short-term rental use against the goal of maintaining the integrity, peace and tranquility of residential neighborhoods is preferable to having a blanket prohibition against this activity.

Summary of Proposed Regulations:

The proposed framework for regulating short-term rental of residential property in the Township consists of two ordinances: 1) a regulatory ordinance requiring issuance of a permit for short-term rental units by the Township Clerk, and 2) a zoning ordinance amendment that requires approval of a special use permit by the Planning Commission for short-term rental units.

The regulatory ordinance requires submittal of a permit application to the Township Clerk. The Clerk may approve a permit if the application contains all required information, including written documentation of an inspection by the Fire Department, and subject to the conditions in Section 6 of the Ordinance, which includes requirements for posting of the local agents contact information and prominent posting of the unit street address.

Memo to Ada Township Board
Short-term rental regulations
June 1, 2018

The proposed zoning ordinance amendment permits short-term rental units as a use of land permitted with approval of a special use permit by the Planning Commission, in the following zoning districts: AGP, RP-1, RP-2, RR, R-1, R-2, R-3 and VR. A special use permit application requires the holding of a public hearing by the Planning Commission, following publication of a hearing notice and mailing of notice to properties within 300 feet of the applicant's property.

(Note that the ordinance text explicitly adds "short-term rental units" to the uses allowed in the AGP, RP-1, RP-2, RR and VR districts. The use thereby becomes indirectly permitted also in the R-1, R-2 and R-3 districts by references in those districts to the uses permitted in the AGP district.)

The amendment also establishes standards that must be satisfied in order for a special use permit to be approved by the Planning Commission.

Public hearing comments:

Draft minutes from the May 17 Planning Commission meeting are attached. Only one person spoke at the Planning Commission public hearing, in support of establishing rules to permit short-term rental use.

It should be noted that in addition to publication of the hearing notice in the Cadence newspaper, information regarding the proposed regulations was posted on the Township web site and on the Ada Village Facebook page, highlighted in a Cadence newspaper story in the May 6 issue and on MLive.com.

Recommendation:

Attached are the two ordinances recommended by the Planning Commission, and a slide summary of the ordinance provisions.

Approval of the ordinances by the Township Board is recommended.

As recommended by PC, 5-17-18

SHORT TERM RENTAL ORDINANCE

Section 1. Definitions.

As used in this Ordinance.

"Dwelling unit" means a building or portion of a building providing complete, independent living facilities for one or more persons, including permanent provisions for living, eating, cooking, sanitation, and one or more bedrooms. In this definition, "bedroom" means a separate room or space used or intended to be used for sleeping.

"Habitable space" means space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces. In this definition, "bathroom" means a room containing a sink, and either a water closet or urinal, and either a bathtub or shower; and "toilet room" means a room containing a sink, and either a water closet or urinal, but not a bathtub or shower.

"Occupant" of a space means a person living in, sleeping in, or otherwise having possession of that space.

"Operator" of a space means a person who owns; or has charge, care, or control of, that space, or otherwise has the legal right to rent that space to others.

"Person" means an individual, firm, corporation, association, partnership, limited liability company, or other legal entity.

"Rent" means to give, or offer to give, possession or occupancy of space under a lease, license, or other agreement, whether written or unwritten.

"Short-Term Rental Unit" means all or part of a detached single-family dwelling unit that is either rented to a person for less than 30 consecutive days, or is advertised for that kind of occupancy.

Section 2. Permit Required.

No person shall own or operate a short-term rental unit in Ada Township without a permit from the Township under this Ordinance.

Section 3. Application and Fee Requirements.

A person may apply to the Township Clerk for a permit for a short-term rental unit by submitting the following information. The person must consent to a Fire Department inspection to obtain the certificate in item (5) below.

(1) The name and contact information for the unit's operator.

(2) Proof that the applicant is the operator of the unit.

(3) An application fee, which shall be determined from time to time by resolution of the Township board.

(4) A certificate of zoning compliance issued by the Zoning Administrator stating that the short-term rental unit complies with the all Township zoning regulations (Chapter 78 of the Ada Township Code of Ordinances, as amended).

(5) A certificate from the Fire Department stating that the short-term rental unit has been inspected and (i) it complies with applicable fire codes, and (ii) it has the notices posted that section 6(2) and 6(3) require.

(6) The applicant's certification that the short-term rental unit will comply with the conditions in section 6 and other ordinance requirements.

(7) A statement that the operator has not had a previous short-term rental unit permit revoked within the past year.

(8) All other information that the Township Clerk determines is necessary to determine whether this Ordinance's requirements for permit approval have been met.

Section 4. Standards for Approval.

The Township Clerk shall approve an application for a permit only if the application contains the information required in Section 3 and meets the conditions in Section 6.

Section 5. Duration of Permit.

A permit issued under this Ordinance automatically expires upon one or more of these events:

(1) The short-term rental unit is physically altered so the habitable space within the unit is increased, decreased, or redistributed among living, sleeping, eating, or cooking areas without the Township's prior approval of an amendment to the permit.

(2) The short-term rental unit no longer meets the requirements of this ordinance, whether the failure is because the ordinance standards have been amended or otherwise.

(3) Ownership of the short-term rental unit is sold or otherwise transferred, or the unit's operator changes.

Section 6. Conditions.

Each short-term rental unit shall comply with these conditions:

(1) The unit shall have a designated local agent, whose principal place of business shall be located no greater than 15 miles from the short-term rental unit.

(2) A notice shall be posted (facing outside) in a prominent first-floor window of the unit stating, in 16-point type or larger, the name of the local agent, a 24-hour telephone number at which the agent can be reached, and the maximum occupancy permitted by this ordinance.

(3) A notice giving the unit's street address in 16-point type or larger shall be posted in the kitchen, next to each landline telephone and pool, and in at least two other locations that are prominent locations within the unit. These notices assist occupants in directing emergency service personnel to the unit in an emergency.

(4) The number of occupants in a dwelling unit during a short-term rental, including members of the owner's household, shall not exceed two (2) persons per bedroom plus two (2) persons per finished story meeting the applicable egress requirements for occupancy in the Michigan Construction Code.

(5) No attic or basement may be counted to determine the maximum number of occupants in a short-term rental unit, unless the Township has inspected the unit and determined that the attic or basement meets the legal egress requirements for occupancy.

(6) The use of the dwelling unit and exterior decks, pools, and other outdoor yard areas shall not produce noise, odor, or other disturbances to neighbors beyond what would be reasonable and typical for a residential neighborhood.

(7) A short-term rental unit shall not be sublet.

Section 7. Nuisance.

Violating this Ordinance is hereby declared to be a public nuisance, a nuisance per se, and offensive to the public health, safety, and welfare.

Section 8. Violations

(1) A person who violates this Ordinance shall be responsible for a municipal civil infraction as defined in Public Act 12 of 1994, amending Public Act 236 of 1961, being Sections 600.101-600.9939 of Michigan Complied Laws, and shall be subject to a fine of $500. Each day this Ordinance is violated is a separate violation.

(2) The Zoning Administrator may determine that a permit should be revoked upon a violation of one or more of the following ordinances, when the violation relates to a short-term rental unit, whether the violation is committed by the owner, operator or an occupant of a short-term rental unit:

(a) Any provision of this ordinance.

(b) Any violation of the following provisions of the Code of Ordinances:

(i) Chapter 30, Article III, Trash. (Internet Link)

(ii) Chapter 30, Article VI, Noise Control (Internet Link)

(iii) Chapter 46, Article II, Offenses Against the Peace. (Internet Link)

(iv) Chapter 46, Article III, Offenses Against Property. (Internet Link)

(v) Chapter 46, Article IV, Offenses Against Public Morals. (Internet Link)

(vi) Chapter 46, Article V, Offenses Concerning Underage Persons. (Internet Link)

(vii) Chapter 78, Zoning. (Internet Link)

(3) Upon a determination by the Zoning Administrator to revoke a permit, the Zoning Administrator shall give notice of that determination to the unit's operator and local agent. The notice shall inform the operator and local agent of a right to a hearing before the Township board on whether the

revocation should be upheld. The operator or local agent may request a hearing by giving written request to the Township Clerk within 30 days after the Zoning Administrator gives notice of its determination. If a hearing is timely requested, the Township Clerk shall schedule the hearing and notify the operator and local agent in writing of a time and place for that hearing. At the hearing, the operator and local agent may present evidence that the requirements for revocation are not satisfied. At or after the hearing, The Township board shall decide whether to revoke the permit.

(4) A person may not apply for another permit for that unit until one year after the revocation is effective.

Section 9. Enforcement Official

Municipal civil infractions may be issued by officers of the Kent County Sheriff's Department and any other person legally authorized to issue civil infractions.

Section 10. Civil Action

Besides enforcing this Ordinance through a municipal civil infraction proceeding, the Township may initiate proceedings in the Circuit Court to abate or eliminate the nuisance per se or any other violation of this Ordinance.

Section 11. Validity.

If a term in this ordinance is held invalid, that invalidity shall affect no other term in this ordinance. Every term shall be enforced to the maximum extent permitted by law.

Section 12. Review after Implementation

(1) Within 120 days after this ordinance becomes effective, the Township shall begin a review of this Ordinance to determine whether its implementation has achieved its intent and what amendments should be made, if any.

(2) The Township shall hold a public hearing before amending or repealing any provision of this Ordinance. Notice of that hearing shall be published in a newspaper of general circulation in the Township at least 15 days before the hearing.

(3) Failure or delay by the Township under this section does not invalidate any part of this ordinance or any proceeding to enforce this ordinance.

Section 13. Effective Date.

The ordinance shall take effect 30 days after publication of the notice of its adoption.

ADA TOWNSHIP

Short-term home rentals to get public hearing

Madison Bennett *mbennet2@mlive.com*

The Ada Township Planning Commission is planning a May 17 public hearing on a possible change to its zoning regulations to allow for short-term rentals of residential property.

Ada does not currently allow for short-term rental of residential properties, such as those that are offered for rent on internet sites such as Airbnb and VRBO.

According to Jim Ferro, township planning director, "under the radar" short-term rental activity is already occurring in Ada, despite the fact that it is prohibited. The township has issued a small number of zoning violation notices to property owners conducting the rental activity, when they've become aware of it, he said.

The proposed amendment would establish regulations authorizing approval of special-use permits for short-term rental use of residential property.

Short-term rental use is defined as "all or part of a detached single-family dwelling unit that is either rented to a person for less than 30 consecutive days, or is advertised for that kind of occupancy," the proposal states.

The public hearing is scheduled for 7 p.m. Thursday, May 17, in the Ada Township Offices, 7330 Thornapple River Drive SE.

EAST GRAND RAPIDS

City to host op house on mast plan update

Madison Bennett
mbennet2@mlive.com

East Grand Rapids is inviting residents and business owners to an open house workshop to view the city's draft of its master plan update.

The open house will take place from 3 to 5 p.m. Tuesday, May 22, at the city's Community Center, 746 Lakeside Drive SE, and serve as an opportunity for community members to provide input on the draft.

Following the open house, a joint Planning Commission and City Commission meeting will take place at 5:30 p.m.

The master pl for future land-u sions. The city is review process o

The draft ha city's business d and Spectrum H tal campus.

For those wa but are unabl house, comme joint meeting o Clerk Karen Br org.

Community ter plan draft website, www.e

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DRAFT

ADA TOWNSHIP PLANNING COMMISSION
MINUTES OF THE MAY 17, 2018 MEETING

A meeting of the Ada Township Planning Commission was held on Thursday, May 17, 2018, 7:00 p.m. at the Ada Township Offices, 7330 Thornapple River Dr., Ada, MI.

I. CALL TO ORDER

II. ROLL CALL

Present: Butterfield, Burton, Leisman, Carter
Absent: Easter, Jacobs, Lunn
Staff Present: Ferro, Bajdek, Winczewski
Public Present: 6 Members

III. APPROVAL OF AGENDA

Moved by Carter, supported by Burton, to approve agenda as written. Motion passed unanimously.

IV. APPROVAL OF MINUTES OF APRIL 19, 2018 MEETING

Moved by Butterfield, supported by Burton, to approve the minutes of April 19, 2018 meeting as written. Motion passed unanimously.

V. PUBLIC HEARINGS

1. **Proposed amendment to zoning regulations, to add provisions permitting short-term rental of detached single-family homes in all residential zoning districts, with approval of a special use permit by the Planning Commission; and establishing standards for approval.**

Planning Director, Ferro, presented a Summary of Proposed Regulations for Short-Term Rental of Residential Property, which was also included in the commissioner's packets.

Leisman opened public hearing at 7:15 p.m.

Betsy Ratzsch of 7653 Fase Street stated she and her husband have lived on Fase Street for the past ten years and she has previously owned a business in Ada for 20 years. They are excited for the possibility to have extra places to stay in the village. They own a small home and having extra places for her guests to stay nearby would be nice. The only concern they had was if a renter had a long vehicle they needed to park such as one with a horse trailer.

Leisman closed public hearing at 7:20 p.m.

Butterfield questioned language in the proposed ordinance which states, "If the property is located in the Village Residential district, the special use permit may only be approved if less than five special use permits for short-term rental use have been previously approved by the planning commission and remain valid."

Butterfield asked why the number of five permits was chosen and also stated she believes it should be one special use permit per owner so the situation doesn't arise where one person obtains all five permits. The owner should be a permanent township resident. On-site parking of two vehicles should be on the property.

Burton stated she agrees with the five-rental limit at one time. She questions the sixty-day per

year limit.

Ferro stated that if it's an unlimited number of days per year, it may be objectionable to neighbors. Burton stated she would not agree to unlimited days and sixty days is a good number to start with.

Carter stated he is concerned that someone who does not want short-term rentals may obtain all five permits just to exclude others from obtaining them.

Ferro stated that potentially a permit would be obtained on a first come basis. It would have an expiration date, if the permit is not used.

Carter stated he's aware of a study done in Silver Lake where it was discovered that properties with short-term rental permits have a 25% higher property value. He's concerned that owners here may obtain a permit to increase their property value but not use the permit.

Leisman stated a requirement could be added in subsection (f) to state that a property owner may not have more than two permits. Starting with five in the Village Residential district is acceptable and could be amended in the future if needed.

Butterfield stated she is unclear why rental properties in the Village Residential district are not required to have principal residence exemption.

Leisman stated language could be added to state the special use permit may only be approved if less than five special use permits have been issued for non-owner-occupied properties. Adding a limit of two permits per non-owner-occupied properties could also be added.

Leisman stated another modification that could be made is for subsection (e) pertaining to private roads. Language could be added to state, "The Planning Commission may modify this requirement upon a showing of substantial compliance with this requirement." This would allow a property on a private road to obtain a short-term rental permit with agreement from a majority of neighbors but not necessarily 100%.

Leisman stated he would leave the building and code section 3, subsection 5 of the general ordinance to the Township Board's discretion. For now, keep it related to fire codes.

Moved by Carter, supported by Butterfield, to recommend the two proposed ordinances with the following revisions, to the Township Board for approval:

- Revision to regulatory ordinance to limit the scope of the fire department inspection to compliance with fire code.
- Zoning ordinance change stating the limit of 5 permits in the Village Residential (VR) district will only apply to non-owner-occupied homes and there will be no limit on short-term rentals on owner-occupied residences. Also stating that no more than two permits may be held by any individual owner.
- Add the following sentence to Sec 78-152 (19) d. (2), "The Planning Commission may modify this requirement upon a showing of substantial compliance with this requirement."

Motion carried unanimously.

VI. UNFINISHED BUSINESS – None

Summary of Proposed Regulations for Short-Term Rental of Residential Property

June 11, 2018 Ada Township Board Meeting

TOWNSHIP

Rationale for Proposed Regulations

- Growth in the "sharing economy" and online platforms for renters and property owners to conduct short-term rental transactions has led to growth throughout the country in short-term rental of residential property.
- "Under the radar" short-term rental activity is already occurring in Ada Township, despite the fact that the zoning regulations currently prohibit this activity.
- The Township has issued a small number of zoning violation notices to property owners conducting short-term rental activity, when it has become aware of such activity.

Rationale for Proposed Regulations

- Adopting reasonable rules that balance the desire of property owners to use their property for short-term rental use against the goal of maintaining the integrity, peace and tranquility of residential neighborhoods may be preferable to leaving this use unregulated.
- Left unregulated, short-term rental use has the potential to create adverse impacts in residential areas.

Summary of Proposed Regulations

- The proposed framework for regulating short-term rental use consists of two separate ordinances:

  1. A regulatory ordinance requiring issuance of a permit for short-term rental units.
  2. A zoning ordinance amendment that requires approval of a special use permit by the Planning Commission for short-term rental use.

- Both ordinances define a "short-term rental unit" as "**all or part of a detached single family dwelling unit that is either rented to a person for less than 30 consecutive days, or is advertised for that kind of occupancy**." (The definition excludes attached dwelling units).

Summary of Proposed Regulatory Ordinance

- Requires issuance of a permit by the Township Clerk to own or operate a short-term rental unit.
- Requires submittal of a permit application to the Township Clerk.
- Among the application contents required are the following:
  1. A certificate of zoning compliance from the Zoning Administrator.
  2. A certificate from the Fire Department stating an inspection has been completed, and the dwelling unit complies with applicable fire codes, and has required notices posted.

Summary of Proposed Regulatory Ordinance

- Issuance of a permit requires conformance with the following conditions:
  1. The unit shall have a designated local agent, located within 15 miles.
  2. Name and contact information for local agent and maximum permitted occupancy shall be posted at the unit, visible from the exterior.
  3. Street address of the unit must be posted at several locations within the unit.
  4. Occupancy of the unit, including member's of the owner's household concurrently occupying the unit with guests, shall not exceed 2 persons per bedroom plus 2 persons per finished story meeting building code egress requirements.

Summary of Proposed Regulatory Ordinance

5. Attic or basement shall not count toward occupancy limit calculation unless it conforms with legal egress requirements.
6. Short-term rental use shall not produce noise, odor, or other disturbances to neighbors beyond what would be reasonable and typical for a residential neighborhood.
7. Subletting of a short-term rental unit is not permitted.

Summary of Proposed Regulatory Ordinance

- Grounds for revocation of a short-term rental permit:
  1. Violation of any of the ordinance provisions.
  2. Violation of the Township's trash regulations
  3. Violation of the Township's noise ordinance
  4. Violation of Township ordinance concerning disorderly conduct, check fraud, public nudity or underage purchase/possession/consumption of alcohol.
- A permit revocation decision by the Zoning Administrator is subject to a public hearing and determination by the Township Board, if requested by the owner or local agent.

Summary of Proposed Zoning Regulations

- Permits short-term rental units, with approval of a special use permit by the Planning Commission, in all of the Township's single family residential districts.
- A special use permit application is subject to holding of a public hearing by the Planning Commission, with publication of a hearing notice in a newspaper, and mailing of a hearing notice to all owners of property within 300 feet of the applicant's property.
- Approval of a special use permit is a discretionary decision by the Planning Commission, which must determine that the following general standards and specific standards are satisfied:

Summary of Proposed Zoning Regulations

- General standards for approval of a special use permit:
  1. The special use shall be designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property and the surrounding area.
  2. The special use shall not change the essential character of the surrounding area.
  3. The special use shall not be hazardous to adjacent property, or involve uses, activities, materials or equipment which will be detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, fumes or glare.
  4. The special use shall not place demands on public services and facilities in excess of capacity.

Summary of Proposed Zoning Regulations

- **Specific standards applicable to short-term rental use:**

a. Approval is contingent upon a short-term rental permit being issued by the Township Clerk.

b. The subject property shall meet minimum lot area and width standards for the zoning district applicable to the subject property.

c. The dwelling unit on the subject property shall meet minimum setback standards for the zoning district applicable to the subject property.

d. If the dwelling unit does not have access to a public road on a driveway that is exclusively used for access to the subject property, one of the following conditions shall be satisfied:

1) If the dwelling unit is located in a site condominium development, written approval from the Condominium Association Board must be submitted.
2) If the dwelling unit is not located within a condominium, written approval by all property owners who share access on a private road with the subject property must be submitted. The Planning Commission may modify this requirement upon a showing of substantial compliance.

Summary of Proposed Zoning Regulations

- **Specific standards applicable to short-term rental use:**

e. The subject property must have a homestead exemption, unless located in the Village Residential (VR) district.

f. If the property is located in the Village Residential (VR) district and does not have a principal residence exemption, the special use permit may only be approved if less than five (5) special use permits for short-term rental use of properties not having a principal residence exemption have been previously approved by the planning commission and remain valid.

g. In the VR district, no person or entity, either directly or indirectly, shall have an ownership interest in more than two short-term rental units.

h. Short-term rental use is permitted for a maximum of sixty (60) days per calendar year. The property owner or the owner's designated agent must maintain records of short-term rentals, and make them available to the Township on request.

i. Maximum occupancy limit of two (2) persons per bedroom plus two (2) persons per finished story meeting the applicable egress requirements for occupancy in the Michigan Construction Code. Owner occupants on the premises at the same time as the short-term rental use count toward the limit.

Summary of Proposed Zoning Regulations

- **Specific standards applicable to short-term rental use:**

j. No more than two (2) passenger vehicles used by short-term rental occupants and their guests shall be parked on the subject property at any time.

k. The use of the dwelling unit and exterior decks, pools, and other outdoor yard areas for short-term rental unit use shall not produce noise, odor, or other disturbances beyond what would be reasonable and typical for a residential neighborhood.

VIII D.

Recommended by Planning Commission
05-17-18

ADA TOWNSHIP
ORDINANCE NO. O-_____

AN ORDINANCE TO AMEND THE ADA TOWNSHIP ZONING REGULATIONS CHAPTER 78 OF THE ADA TOWNSHIP CODE OF ORDINANCES (ORDINANCE NO. O- 091100-1, AS AMENDED)

NOW THEREFORE, THE TOWNSHIP OF ADA ORDAINS:

Section 1. Amendment to Article II of Chapter 78 of the Code of Ordinances, to revise the definition of the term "motel or hotel."

Sec 78-51, Definitions and rules of construction, is hereby amended to revise the definition of the term "hotel or motel" to read as follows:

"*Motel or hotel*" means a building or group of buildings on the same lot, other than a detached single-family dwelling for which a short-term rental unit permit is in effect as authorized under the provisions of this Chapter, containing sleeping units for public accommodation. The term shall include any building or group of buildings designated as motor lodges, transient cabins, or by any other title intended to identify them as providing lodging for compensation to transient or resident guests.

Section 2. Amendment to Article II of Chapter 78 of the Code of Ordinances, to add a definition of the term "bedroom."

"*Bedroom*" means a room in a dwelling unit intended for sleeping or placement of a bed, separated from other rooms or spaces by one or more functional doors. The following spaces do not qualify as bedrooms: kitchens, dining areas, gathering spaces such as family rooms, dens or living rooms, and attics or basements without egress meeting standards in applicable building, residential and fire codes.

Section 3. Amendment to Article II of Chapter 78 of the Code of Ordinances, to add a definition of the term "short-term rental.

Sec 78-51, Definitions and rules of construction, is hereby amended to add the following:

Short-term rental unit: means all or part of a detached single-family dwelling unit that is either rented to a person for less than 30 consecutive days, or is advertised for that kind of occupancy.

Section 4. Amendment to Article VI of Chapter 78 of the Code of Ordinances, to add provisions allowing short-term rental units in the Agricultural Preservation (AGP) district, when approved as a special use by the Planning Commission, and establishing standards for approval of short-term rental units.

Sec. 78-152. Use Regulations of the Agricultural Preservation (AGP) district, is hereby amended by addition of the following item (19), to read in its entirety as follows:

(19) Short-term rental units, when approved by the Planning Commission as a Special Use, according to the standards of article XXI of this chapter, and provided the following minimum standards are met:

a. The special use permit authorizing the short-term rental use shall be conditioned upon the issuance of a short-term rental unit permit, issued pursuant to ordinance number _____. No short-term rental use of the subject property shall occur without the property having a valid short-term rental unit permit.

b. The subject property shall have a minimum lot area and width no less than the minimum lot area and width standards for the zoning district applicable to the subject property.

c. The dwelling unit on the subject property shall have front, side and rear yards having dimensions no less than the minimum front, side and rear yard standards for the zoning district applicable to the subject property.

d. If the dwelling unit does not have access to a public road on a driveway that is exclusively used for access to the subject property, a special use permit may only be approved if one of the following conditions are satisfied:

1) If the dwelling unit is located within a condominium established pursuant to Michigan Public Act 59 of 1978, as amended, use of the dwelling unit for short-term rental use has been approved by the Board of Directors of the condominium association, as evidenced by written documentation submitted to the planning commission; or

2) If the dwelling unit is not located within a condominium, use of the dwelling unit for short-term rental use has been approved by all of the owners of property for which vehicular access to a public road is obtained from a shared driveway or private road that also provides vehicular access to the subject property, as evidenced by written documentation submitted with the application for special use permit. The Planning Commission may modify this requirement upon a showing of substantial compliance with this requirement.

e. The property shall be the principal residence of the owner of the subject property, as evidenced by the property having a principal residence exemption in the property assessment records of the Township, unless the property is located in the Village Residential (VR) district.

f. If the property is located in the Village Residential (VR) district and does not have a principal residence exemption in the property assessment records of the Township, the special use permit may only be approved if less than five (5) special use permits for short-term rental use of properties not having a principal residence exemption have been previously approved by the planning commission and remain valid.

g. No person or entity, either directly or indirectly, shall have an ownership interest in more than two (2) properties located in the Village Residential (VR) district for which a special use permit for short-term rental use has been issued and remains valid.

h. A dwelling unit or any portion thereof may be used as a short-term rental unit for a maximum of sixty (60) days per calendar year. The property owner or the owner's designated agent shall maintain accurate written records of the frequency of short-term rental use of the dwelling unit and shall make the records available for review by the Township upon a written request from the Zoning Administrator.

i. The number of occupants in a dwelling unit during a short-term rental, including members of the owner's household, shall not exceed two (2) persons per bedroom plus two (2) persons per finished story meeting the applicable egress requirements for occupancy in the Michigan Construction Code.

j. No more than two (2) passenger vehicles used by short-term rental occupants and their guests shall be parked on the subject property at any time.

k. The use of the dwelling unit and exterior decks, pools, and other outdoor yard areas for short-term rental unit use shall not produce noise, odor, or other disturbances beyond what would be reasonable and typical for a residential neighborhood.

Section 5. Amendment to Article VI-A of Chapter 78 of the Code of Ordinances, to add provisions allowing short-term rental units in the Rural Preservation-1 (RP-1) district.

Sec. 78-157, Use Regulations of the Rural Preservation-1 (RP-1) district, is hereby amended by addition of the following item (21), to read in its entirety as follows:

(21) Short-term rental units, when approved by the Planning Commission as a Special Use, according to the standards of article XXI of this chapter, and the standards in Sec. 78-152.

Section 6. Amendment to Article VI-B of Chapter 78 of the Code of Ordinances, to add provisions allowing short-term rental units in the Rural Preservation-2 (RP-2) district.

Sec. 78-162, Use Regulations of the Rural Preservation-2 (RP-2) district, is hereby amended by addition of the following item (21), to read in its entirety as follows:

(21) Short-term rental units, when approved by the Planning Commission as a Special Use, according to the standards of article XXI of this chapter, and the standards in Sec. 78-152.

Section 7. Amendment to Article VII of Chapter 78 of the Code of Ordinances, to add provisions allowing short-term rental units in the Rural Residential (RR) district.

Sec. 78-172, Use Regulations of the Rural Residential (RR) district, is hereby amended by addition of the following item (17), to read in its entirety as follows:

(17) Short-term rental units, when approved by the Planning Commission as a Special Use, according to the standards of article XXI of this chapter, and the standards in Sec. 78-152.

Section 8. Amendment to Article XII of Chapter 78 of the Code of Ordinances, to add provisions allowing in the Village Residential (VR) district.

Sec. 78-292, Use Regulations of the Village Residential (VR) district, is hereby amended by addition of the following item (14), to read in its entirety as follows:

(14) Short-term rental units, when approved by the Planning Commission as a Special Use, according to the standards of article XXI of this chapter, and the standards in Sec. 78-152.

Section 9. Severability.

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

Section 10. Effective Date.

This Ordinance shall become effective upon the expiration of 7 days after publication in a newspaper of general circulation in the Township.

_____
Jacqueline Smith
Township Clerk

_____
George Haga
Township Supervisor

I hereby certify that this ordinance was adopted by the Ada Township Board in regular session held on _____, 2018, and that it was published in the _____ on _____, 2018.

_____
Jacqueline Smith
Township Clerk

VIII. E

TOWNSHIP

MEMORANDUM

Date: 6/1/18

TO: Ada Township Board
FROM: Jim Ferro, Planning Director
RE: Soil Borings and Geotechnical Engineering Services Agreement for Community Center/Library Site

The attached RFP for soil borings and geotechnical engineering services for the community center/library building was prepared by Scott Rantal, JLL, and issued on May 14 to 3 local firms as shown on the proposal summary. All 3 firms are qualified to carry out the desired services.

The scope of services described in the RFP called for "about 6 borings." The proposal submitted initially by Materials Testing Consultants proposed 5 borings, while the other two proposals called for 6 borings. MTC was asked to revise their proposal to include 6 borings to provide an equitable comparison of the proposals.

As shown in the footnotes on the proposal summary, JLL recommends retaining Materials Testing Consultants for these services, with a fee of $3,750. The Township Board is requested to authorize these services.

May 14, 2018

Potential Bidder

Re: Ada Township Community Center / Library Branch New Build
Request for Proposal/Qualifications (RFP/RFQ) for Geotechnical Services

On behalf of our client, Ada Township (Owner), JLL requests your competitive proposal and Statements of Qualifications for Subsurface Geotechnical Exploration services to evaluate the site for a proposed new two-story 24,000 sf community center / library branch at 7171 Headley Street, Ada, MI. This Request seeks to identify the most qualified potential providers of the above-mentioned services. JLL and the Owner reserve the right to reject any or all statements of qualifications, and cost proposal, and to waive technicalities and informalities at the discretion of JLL and the Owner.

Anticipated Geotechnical Purpose and Services Scope

The primary purpose of this initial geotechnical study phase is to develop sufficient subsurface information to allow the project team of Progressive AE/OPN Architects to finalize the site and structure layout of the planned project. The primary focus will be on Parcel A of the attached survey (Exhibit C) which is approximately 0.77 acres which used to be the under the old Headley Street road location.

The study will include drilling several widely spaced borings with SPT sampling to at least 15 ft below the surface. These borings will be used to characterize the general site and surface conditions across the site to better determine if there exist areas that pose exceptional challenges related to site development and foundation support of building structure(s). Additional soil sampling and testing will be performed to determine their general engineering properties and their capability to be reused as structural fill and their ability to support at-grade construction.

1. Space boring locations at about 100 feet. So, with a 320' by 100' property, that would be about 6 borings.
2. Report to be completed by mid-July 2018.
3. Site access is available with a truck mounted drill rig. See Exhibit A for permission to access the site.
4. See Exhibit B for Phase II Report by FTCH. On November 30, 2017, FTCH oversaw the completion of three soil borings (SB01 through SB03). The soil boring locations are shown on Figure 2. Drilling services were provided by Stock Drilling, Inc. of Ida, Michigan.

Ada Township
Community Center / Library
Geotech RFP Bidder Status

JLL

#	Firm	Location	Contact	Email	Received RFP	Submitted Proposal 5/18/18	Cost	Revised Cost	Estimated Column Loads	Estimated Wall Loads	Shortlist Interview	Award
1	Soil & Material Engineers Inc (SME)	Grand Rapids, MI	Louis Northouse	Lou.Northouse@sme-usa.com	05/14/18	Yes	$ 4,000	$ 4,000	150 kips	5 kips/LF	NA	
2	Material Testing Consultants (MTC)	Grand Rapids, MI	David Remtema Doug Sabin	dremtema@mtc-test.com dsabin@mtc-test.com	05/14/18	Yes	$ 3,500	$ 3,750	100 kips	3 kips/LF	NA	
3	Soils & Structures	Muskegon, MI	Jon Erickson	jerickson@soilsandstructures.com	05/14/18	Yes	$ 4,395	$ 4,395	No Estimate	No Estimate	NA	

1 SME submitted proposal. SME did help confirm scope required for RFP.
2 MTC recommended only 5 borings for this site. MTC revised proposal 5/31/18 to include 6 borings.
3 S&S submitted proposal
All bidders are capable of performing the work. On leveled cost alone, JLL recommends MTC. Note that ProgressiveAE states SME seems to have performed testing/consulting activities on a lot of thier work but has worked with others.

RFP Response Format

Respondents must submit their response to this RFP as per the attached Response Format.

Submission Instructions and Conditions

1. Owner reserves the right to terminate this Request for Proposal at any time and proposals must be submitted with the understanding that Owner may accept or reject any and all proposals for any reason or for no reason, without explanation. The Owner further reserves the right to make modifications to the project team, scope, budget, and schedule to support the goals of the design development program. In the event you do not wish to submit a proposal, please inform us via e-mail message by **EOD 5/15/18**

2. The Owner reserves the right to cancel or modify the selection process at any time, to waive technicalities, to reject any and all proposals, and to not proceed with the project.

3. Proposing firm's costs incurred in responding to this RFP are theirs alone and neither the Owner nor any affiliated party accepts liability for any such costs.

4. Equal Employment Opportunity: The Selected Firm mush have a history of being non-discriminating and will not discriminate based on race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the work force of the firm, or procurement services in connection with this project. An affirmative action plan must be maintained for both work force and procurement practices.

5. Restrictions on communications: From the issue date of this RFP and until a selection is announced, proposing firms are not allowed to communicate for any reason with any of the Owner's staff, the A/E, or CM except through the process outlined in this RFP. All questions shall be directed to and indicated below. Contact with any other person affiliated with OWNER or the PROJECT TEAM will be grounds for disqualification.

6. Questions regarding this RFP may be submitted to Scott Rantala of JLL via email scott.rantala@am.jll.com no later than **noon EST on 5/16/18**. Questions and responses which clarify programmatic items will be distributed to all parties. Questions raised by teams pertaining to specific topics that may be unique and represent a competitive advantage to that team will be kept confidential. If JLL determines that clarifications to the RFP are required, an Addendum will be issued. Questions and responses which clarify programmatic items will be distributed to all parties. Questions raised by teams pertaining to specific topics that may be unique and represent a competitive advantage to that team will be kept confidential.

SELECTION PROCESS SUMMARY & TIMETABLE:

Proposal Due Date: Submit an electronic copy of your proposal via email. They are to be sent to:

Copy #1:	*Copy #2:*
JLL 15 Ionia Ave SW, Suite 360 Grand Rapids, MI 49503 Attn: Scott Rantala scott.rantala@am.jll.com	Ada Township 7330 Thornapple River Drive Ada, MI 49301 Attn: Jim Ferro jferro@adatownshipmi.com

E-mail proposals will be accepted, and are due 4:00pm EST on 5/18/18. Hard copies may also be delivered no later than 4:00pm EST on 5/18/18.

Interviews: Upon receipt and review of the proposals, JLL may require a formal interview. Should this be required, JLL will notify proposers of an interview time. Each proposer must be prepared to formally discuss its proposal and answer questions. Personnel representing the proposer at this meeting must include the proposed Project Executive and Project Manager.

SELECTION CRITERIA:

Your response to this Request for Proposal will be evaluated based upon the following criteria:

- Capabilities, Experience and Past Performance: Each firm/team will be evaluated on their demonstrated capabilities and experience to provide general geotechnical engineering services. Past performances on similar type of work will be reviewed and judged upon quality of work, adherence to schedule, availability and compliance to local codes and regulations.
- Ability to Accomplish Work: Each firm will be evaluated on their ability to provide general geotechnical engineering services in a timely manner. Items to be considered include number of qualified staff (emphasis on local staffing), support staff, available equipment and facilities. Registration as a professional geotechnical engineer is considered a requirement in the ability to accomplish the work.
- Local Experience: Each firm will be evaluated on their familiarity with the local codes, regulations, procedures and infrastructure requirements.
- Firm's Location: Each firm will be evaluated on the location of its office, location of the principal in charge and other key staff assigned to the project.
- Quality of References: Each firm/team will be evaluated based on the quality of their references for the firms/teams and Key Personnel.
- Proposed Project Schedule: Provide a timeline of anticipated start dates and completion dates with milestones indicated. Include lead time for mobilization and indicate when preliminary results of investigations will be reported and a milestone date for completion of the final report.

- Other: Each firm will be evaluated on any additional supportive information that demonstrates their capabilities to best suit the needs of the OWNER.

Sincerely,

Scott Rantala

Scott Rantala
VP of JLL PDS

Attachments: Exhibits A, B, and C

CC: File, Ada Township, Progressive AE

Geotechnical Engineering Services RFP – Response Format

1.0 COVER LETTER

1.1. Company Overview

1.1.1. Corporate Summary

Describe the Company's national and local size, financial stability, range of experience and years of operation.

1.1.2. Applicable Experience

Describe the Company's local relevant experience with similar projects.

1.1.3. Organizational Chart

Include Key Personnel and Subcontractors and their assigned tasks for the project.

1.1.4. Certificates of Insurance.

2.0 SCOPE OF GEOTECHNICAL SERVICES

2.1. Project Understanding & Approach

Describe your firm's approach to providing geotechnical services for this project related to quality assurance, schedule adherence, and coordination with the project team. What sets your firm apart from others in your area of expertise? What unique approach and expertise does your firm bring to this project?

2.2. Field Exploration

Drilling and sampling to conducted in general accordance with, but not limited to ASTM D1586, D1587 and D2113.

2.3. Field and Laboratory Reports

Boring Logs will include boring name, surface elevation, date of start and finish, drill rig type and sampling/testing method used, stratification reviewed by a Professional Engineer licensed in the State of Georgia, depth to loss or gain of drilling fluid where applicable, Rock Quality Designation (RQD) where applicable, groundwater elevation at the time of drilling, laboratory testing results, and borehole cave-in depths.

2.4. Seismic Evaluation

Seismic evaluation per International Building Code (IBC) to include evaluation of Seismic Site Class (A, B, C, D, E or F), which categorizes the site based on the characteristics of the subsurface profile within the upper 100 feet of the ground surface via interpretation of SPT N-values obtained from soil borings.

Calculate applicable site coefficients Fa and Fv. Conduct slope stability analysis and liquefaction analysis if deemed necessary per the Seismic Evaluation.

2.5. Material Laboratory Testing

- Not Applicable in this phase.

2.6. Engineering Analyses and Report

Geotechnical Engineering Report shall include the following:

- Statement of Project conditions and assumptions, as well as discussion of any previously provided engineering data or reports.
- Description of all field and laboratory procedures conducted and their corresponding ASTM designations.
- Boring Location Plan, Boring Logs, Boring Profiles, Laboratory Testing Results.
- Engineering Analyses for shallow, intermediate and deep foundation options, as well as staging of foundation installation during construction, as applicable:
    a. Shallow and Intermediate Foundations: Allowable soil bearing capacity, minimum bearing elevation, foundation design considerations and anticipated settlement.
    b. Deep Foundations: Deep Foundation Type, minimum bearing elevations, and anticipated settlement. Provide axial and lateral capacities for piles.

- Design and construction recommendations for floor slabs, including subgrade modulus.
- Lateral earth pressures for design of walls below grade, including backfill, compaction and drainage requirements.
- Recommendations for temporary and permanent shoring as applicable.
- Summary of potential corrosivity of on-site soils based on laboratory testing of representative samples.
- Evaluation of potential shallow groundwater table and dewatering techniques.
- Evaluation for potential difficult excavation and recommendations for definitions to be used for difficult to excavate materials for contract purposes.
- Evaluation of suitability of on-site soils for use as engineered fill.
- Recommendations for design and construction of pavements.
- Evaluation of Seismic Site Class per IBC 2006 based on SPT N-.

3.0 POST GEOTECHNICAL ENGINEERING REPORT SERVICES

3.1. Review of Design Documents

Review future design documents to determine conformance with recommendations in Geotechnical Engineering Report.

3.2. Design Team Meetings

Attendance not required at this time.

4.0 COST

Provide a lump sum cost to complete the specified scope of work in accordance with this RFP, inclusive of a unit price per foot (an "add" or "deduct" which is all inclusive of drilling, personnel and tests) for increasing or decreasing the soil test drilling footage at individual boring locations. Additional, requested services may be required and would be authorized on a time and materials basis. As such, attach a Schedule of Fees outlining:

1. Field Exploration Services,
2. Laboratory Testing,
3. Engineering Services

5.0 SCHEDULE

Provide an overall schedule for the initial phase of work. The schedule should identify specific areas and scope of work to allow specific coordination/access requirements to be understood.

Materials Testing Consultants, INC

693 Plymouth Ave. NE
Grand Rapids, MI 49505
(616) 456.5469

253 Dino Drive, Suite B
Ann Arbor, MI 48103
(734) 619.6868

(800) 968 8378 www.mtc-test.com

MATERIALS Engineers, Independent TESTING Laboratories, Geotechnical & Environmental CONSULTANTS — Since 1968

May 31, 2018
Proposal No. 13721R

Jones, Lang, LaSalle
15 Ionia Ave SW, Suite 300
Grand Rapids, MI 49503

Attention: Scott Rantala, LEED AP
Vice President

Reference: Proposal for Geotechnical Engineering Services
Proposed Ada Township Community Center/Library Branch
Ada, Michigan

Dear Mr. Rantala:

In response to your RFP received by email on May 15, 2018. Materials Testing Consultants is pleased to submit this proposal for providing a geotechnical investigation and engineering services. A description of the geotechnical scope of service and associated fees are provided herein and were described in the RFP/RFQ document prepared by JJL. MTC has worked with Progressive AE on past Village of Ada projects and we are celebrating our 50th Anniversary.

Scope of Service

We are familiar with the proposed site having drilled multiple site in and around the Village limits including the newly constructed Headley Street. Some fill soil was placed adjacent to the northern boundary of the site to raise grades to above the 100-yr flood elevation. Relatively dense clay soil is expected to be present under the fill to the exploration depth without groundwater. Due to previous ESA Phase I and II investigations, MTC will have a PID onsite to monitory volatiles in the samples and ambient air. We propose five soil borings each drilled to a 15 ft depth for the size of the site and for the type of building planned. Typically, for this type of construction maximum total column and wall loads are expected to be on the order of 100 kips and 3 kips per lineal foot respectively. The ground surface is currently mostly open and accessible to truck mounted drilling equipment. The test drilling will be performed Monday through Friday during normal business hours. Our client has or will obtain permission for MTC's right-of-entry onto private property as required to access the boring locations. The land owner will identify the location of privately-owned utilities before we drill.

Soil sampling will be through the Standard Penetration Test, ASTM D 1586. Four samples will be taken in the first 10 ft then one sample every 5 ft. The borehole will be backfilled with soil cuttings generated during the drilling process. Due to potential environmental handling restrictions, any excess soil cuttings will not be removed from the site by MTC. Special onsite disposal requests will incur an additional charge.

Boring Schedule:	6 at 15 ft; 90 lf of drilling
Field Engineer:	Site reconnaissance, stake borings
Utility Clearance By:	Miss Dig and Owner

It is understood the Owner will be responsible for locating and marking privately-owned underground utility lines prior to our arrival; Miss Dig will not locate these lines and MTC will not be responsible for their repair cost should the Owner not have these lines marked. Our Client should coordinate this directly with the Owner and furnish MTC information of known private utilities at this site including the existing Site Utility Plan. If the Owner is unable to locate private utilities, MTC is capable of exploring but not necessarily finding their locations using ground penetrating radar (GPR). If GPR is needed for utility exploration, it will be outside the scope of this proposal and at an additional cost. Any requested site meetings by the Owner, client or utility companies/stakers to facilitate utility clearance is outside the proposed fee and will be billed on a T&M basis.

The recovered soil samples will be reviewed by an MTC engineer and classified by the methods of ASTM D 2488. Calibrated penetrometer tests will be performed on samples of cohesive soil to approximate the unconfined compressive strength. A geotechnical report will be prepared summarizing the encountered conditions and providing shallow foundation and other pertinent geotechnical recommendations.

Schedule

Based on receiving authorization to proceed by June 4th and our current drilling schedule, we anticipate being able to mobilize a drill rig to the site and complete the report within 30 calendar days.

Fees

We have estimated a fee on the order of $3750 based on the previously described scope of service and considering good, unrestricted access (no fences, site delays) to the boring locations. An invoice will be submitted monthly based on the actual quantities of work performed and the unit rates in the attached fee schedule. This proposal includes the mobilization of the drilling equipment and drilling through normal subsurface conditions. Environmental contamination, marginal soil conditions, underground obstructions, rubble, concrete, cobbles, boulders or other difficult drilling conditions, or crew access or standby time are outside of the estimated fee. We should be informed in writing of any environmental conditions that may be present. Rutting of the ground surface may occur. Our general conditions are attached.

We look forward to providing these services on this project. Should you have any questions or wish to proceed, please contact our office at your convenience.

Sincerely,

MATERIALS TESTING CONSULTANTS, INC

Douglas W. Sabin

Douglas W. Sabin, P.E.
Principal

Atts: Fee Schedule
General Conditions

Materials Testing Consultants, Inc.

FEE SCHEDULE

PERSONNEL

Principal	$175.00/hr	Field/Lab/SST Manager	$105.00/hr
Sr. Project Manager	$155.00/hr	SST Technician III	$100.00/hr
Project Manager	$135.00/hr	SST Technician II	$90.00/hr
Sr. Proj Eng/Geol/Env Professional	$130.00/hr	SST Technician I	$80.00/hr
Project Eng/Geol/Env Professional	$115.00/hr	Technician IV	$85.00/hr
Asst Proj Eng/Geol/Env Professional	$110.00/hr	Technician III	$80.00/hr
Sr. Staff Eng/Geol/Env Professional	$105.00/hr	Technician II	$60.00/hr
Staff Eng/Geol/Env Professional	$95.00/hr	Technician I	$55.00/hr
		Project Assistant	$48.00/hr

Minimum charge for field assignment is four hours per trip. Overtime is 1.3 times regular rate. Overtime is time worked prior to 8:00 a.m. or after 4:30 p.m., in excess of eight hours per day, Saturdays, Sundays or holidays. Chargeable time includes travel (portal to portal), time on-site, and required office time. Review of field and laboratory reports is mandatory practice and will be charged at the appropriate level required.

OTHER

Mileage	$0.75/mile	Per diem - meals (overnight assignments)	$55.00/day
Vehicle (Local Use)	$40.00/day	Direct reimbursable expenses	Cost + 15%

EQUIPMENT

Geo-Environmental

	Per Day
Bailer	$15.00/ea
Earth Resistivity	$320.00
Four Gas Monitor	$85.00
GPS	$130.00
Ground Penetrating Radar (GPR)	$600.00
Menard Pressuremeter – GC	$2650/wk
Low Flow Pump	$400.00
Photo-Ionization Detector	$150.00
Slope Inclinometer	$320.00
Turbidity Meter	$50.00
Water Level Meter	$45.00

SST

Anchor Bolt Pull Off Tester	$200.00
Infrared Camera	$150.00
Magnetic Particle Equipment	$75.00
Positector Paint Thickness Gage	$80.00
SFRM Cohesion/Adhesion Kit	$50.00/ea
Skidmore® Bolt Tension Calibrator	$115.00
Torque Multiplier	$100.00
Torque Wrench	$85.00
Ultrasonic Equipment	$135.00
UT Thickness Gauge	$120.00

CMT

	Per Day
Avongard Crack Monitor	$50.00/ea
Coring Machine	$180.00
Bit Charge	$5.00/in
Dynamic Cone Penetrometer	$30.00/day
Hand Auger	$25.00/day
Floor Profiler	$210.00
Floor Moisture Vapor Kit	$50.00/ea
Nuclear Density Gauge	$55.00
Pile Echo Tester	$160.00
Plate Load Test Equipment	$500.00
Relative Humidity Kit, F2170	$110/plug
Schmidt Hammer	$160.00
Windsor Probe	$110.00
Windsor Probe Charge Set	$65.00

Asbestos

Air Sampling Equipment	$70.00
Bulk Sampling Equipment	$55.00

Safety

Traffic Sign	$50.00
Arrowboard	$130.00
Safety Cone	$8.00

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Materials Testing Consultants, INC.

LABORATORY

Geotechnical	Per Test
Proctor – granular, D1557, D698	$170.00
Proctor – cohesive, D1557, D698	$200.00
Proctor – method C, 6" mold, add	$75.00
Maximum Index Density, D4253	$235.00
Minimum Index Density, D4254	$180.00
Sieve Analysis and LBW, D6913, D1140	$150.00
Grain Size Distribution, Hydrometer, D422	$210.00
Specific Gravity, D854	$110.00
Atterberg Limits, D4318	$100.00
Soil pH, D4972	$65.00
Organic Content/Loss on Ignition, D2974	$90.00
California Bearing Ratio (per pt), D1883	$395.00
Total Porosity, D854, D2216, D7263	$130.00
Density & Moisture, D2216, D7263	$45.00
Natural Moisture, D2216	$20.00
Unconfined Compression, D2166	$80.00
Shelby Tube - Visual Classification, D2488	$70.00
Shelby Tube - Extrusion, D2488	$45.00
Direct Shear (up to 3 pts), D3080	$750.00
Triaxial UU (1 point), D2850	$280.00
Triaxial CU (up to 3 pts), D4767	$1300.00
Triaxial CD (up to 3 pts), D7181	$1700.00
Laboratory Vane Shear, D4648	$110.00
Consolidation, D2435, Method B	$650.00
Permeability – Constant Head, D2434	$285.00
Permeability – Fall. Head, EM 1110-IV-1906	$285.00
Permeability – Flex Wall, D5084	$450.00
Remolding of Samples, add	$85.00
Soil Resistivity, G57	$260.00
Paint Filter Test, EPA 9095B	$110.00

Rock Core	Per Test
Unconfined Compression, D7012	$210.00
Unconfined Compression w/ Strain, D7012	$350.00
Unconfined Comp. w/ Poisson Ratio, D7012	$500.00
Slake Durability Index, D4644	$235.00
Point Load Strength, D5731	$125.00
Rock Hardness by Rebound Hammer (10 Strikes), D5873	$180.00
Indirect Tensile (per pt), D3967	$75.00

Masonry	Per Test
Grout Prism Compression, per prism, C1019	$75.00
Hyd. Cement Cube Compression, per cube, C109	$25.00
Linear Shrinkage Concrete Block, set of 3, C426	$650.00
Comp. of Concrete Block Prisms, per block, C1314	$280.00
Compression of Concrete Block, per block, C140	$165.00
Moisture, Absorption, Net Area of Concrete Block, per block, C140	$150.00
Brick Compressive Strength, Absorption, Saturation, IRA, Efflorescence, set of 15, C67	$850.00

Aggregates	Per Test
Aggregate Sieve Analysis, C136, MTM 109	$90.00
Loss-by-Wash, C117, MTM 108	$60.00
Deleterious Materials, MTM 110	$100.00
Percent Crushed, MTM 117	$65.00
Soundness, C88	$700.00
L.A. Abrasion, C131	$370.00
Specific Gravity + Absorption, C127	$230.00
Specific Gravity + Absorption, C128	$250.00
Unit Weight, dry-rodded, C29	$140.00
Organic Impurities in Fine Aggregate, C40	$140.00
Sand Equivalent Value, D2419	$420.00
Fine Aggregate Angularity, MTM 118	$150.00
Angularity Index, C1252	$150.00
Flat and Elongated Particles, D4791	$125.00

Concrete	Per Test
Concrete Compression, per cylinder, C39	$18.00
Cylinder Molds (cyls. not molded by MTC)	$3.00
Saw Cutting of Cylinders	$17.00
Core Compression (including saw cut), C42	$65.00
Shotcrete cores (cut/comp. or spare), C1140	$85.00
Splitting Tensile Strength, C496	$80.00
Beam Flexure, C293, C78	$95.00
Shrinkage Test (3 specimens), C157	$450.00
Concrete Core Absorption	$75.00
Potential ASR (Mortar Bar), set of 3, C1567, C1260	$650.00

Bituminous Mixtures	Per Test
Mix Verification (extraction, sieve, LBW, crush), MTM 325, 108, 109, 117	$340.00
Marshall Stability and Flow, per plug, D6927	$180.00
Bulk Specific Gravity, per plug/core, D2726	$110.00
Molding Marshall Plugs, per plug, D6926	$75.00
Theoretical Maximum Density (Rice), D2041	$200.00
Molding Gyratory Plugs, per plug, D6925	$150.00
Preparation of Bituminous Core	$25.00
Core Thickness, per core, D3549	$35.00
Moisture Content, D1461	$75.00

Steel	Per Test
Fireproofing Density Test, AWCI Manual 12-A	$75.00
Side Bends – Machine/bend, E190	$170.00
Face/Root Bends – Machine/bend, E190	$170.00
Tensile < 1" dia., A370	$150.00
Tensile > 1" dia., A370	$180.00
Stress/Strain Curves Tensile	$45.00
Elongation, Reduction in Area, A370	$65.00
Jack Calibration	$450.00

Pipe	Per Test
ABS Truss Pipe Test, 8" – 15" dia., D2680	$200.00
PVC Pipe Test, 6" – 8" dia., D3034	$230.00

For special testing where a specific rate is not provided herein, fees will be based on hourly rate of $150.00/hour.

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Materials Testing Consultants, INC

TEST DRILLING SERVICES

Mob/Demob:	Air Knife/Vacuum Excavator	CME45/CME55Track/ Geoprobe 7822/6620	CME750	Sonic Geoprobe/ Marshmaster
Within 30 mile radius	$450.00	$600.00	$750.00	$900.00
Outside 30 mile radius/mile/one-way	$15.00	$20.00	$25.00	$30.00

Test Drilling:	
Normal soil conditions (N<60), 5 ft interval SPT sampling	$15.00/l.f.
Difficult soil conditions (N>59, rubble or cobbles), 5 ft interval SPT sampling	$25.00/l.f.
Drilling surcharge for 50 to 75 ft depth	$17.00/l.f.
Drilling surcharge for 75 to 100 ft depth	$21.00/l.f.
All-terrain drill rig daily premium	$350.00/day
NX Rock Coring, D2113	$75.00/l.f.
Rock Core Setup Fee	$300.00
Extra SPT samples, D1586	$30.00/ea
Undisturbed thin-walled samples (Shelby tubes), D1587	$70.00/attempt
Drilling through concrete or brick at surface (less than 10" thick)	$18.00/in
Grout boring closed	$9.00/l.f.
Well/Piezometer construction (not including material)	$10.00/l.f.
Locking Protective Cover	$165.00/ea
Flush Locking Protective Cover	$165.00/ea
Steam Cleaner rental	$200.00/day
55-gallon Drum (disposal not included)	$75.00/ea
Bagged Materials (sand, bentonite, cement)	$15.00/bag
Per Diem (lodging and meals, 2-man crew)	$250.00/day
Crew Daily Travel, 50 Mile Radius	$100/day

Drill crew rate per hour for special testing, borehole grouting, monitoring well construction, access, on-site setup, site clean-up, standby, water hauling or steam cleaning

Skid Steer (Per Day)	Air Knife/Vacuum Excavator	CME45/CME55Track/ Geoprobe 7822/6220	CME750	Sonic Geoprobe/ Marshmaster
$350.00	$250.00	$300.00	$350.00	$400.00

Drill crew access time may be charged if soft ground conditions, wooded areas, or other site conditions/restraints are encountered.

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GENERAL CONDITIONS

1 The scope of work includes the specific geotechnical, testing or other services to be performed by Materials Testing Consultants, Inc (MTC) as set forth in MTC's proposal, the client's acceptance thereof if accepted by MTC and these general conditions. "Client" refers to the person or business entity ordering the work to be performed by MTC. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing the work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. The ordering of work from MTC shall constitute acceptance of the terms of MTC's proposal and these General Conditions.

2 Client will arrange for and provide access to the site as is necessary for MTC to perform the work. MTC, unless specifically indicated otherwise in the proposal, has not included cost for restoration due to damage to the site that may occur during the work. MTC agrees to exercise reasonable measures to minimize damage to the site during the performance of the work.

3 Test samples will be disposed immediately upon completion of the assigned tests unless prior written arrangements have been made to hold the samples for a longer period of time. Samples from drilling operations will be held for 90 days after submittal of MTC's report.

4 MTC's work shall not include supervising construction or determining the means, methods, techniques or sequences of construction. MTC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

5 Client shall cause all tests and inspections of the site, materials and work performed by MTC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and MTC's recommendations. No claims for loss, damage or injury shall be brought against MTC by client or any third party unless all tests and inspections have been so performed and unless MTC's recommendations have been followed. Client agrees to indemnify, defend and hold MTC, its officers, employees and agent harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or not so followed except to the extent that such failure is the result of the negligence, willful of wanton act or omission of MTC, subject to the limitation contained in paragraph 9.

6 Client represents and warrants that he has advised MTC of any known or suspected hazardous materials, utility lines and pollutants at any site at which MTC is to do work hereunder, and unless MTC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save MTC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to MTC's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to MTC.

7 Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty day period at the rate of eighteen percent per annum until paid. Client agrees to pay MTC's cost of collection of all amounts due and unpaid after sixty days, including court costs and reasonable attorney's fees. MTC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein MTC waives any right to a mechanics' lien, or any provision conditioning MTC's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that MTC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of MTC from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

8 Nothing contained within this agreement shall be construed or interpreted as requiring MTC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment , storage and disposal of pollutants.

9 Ground Penetrating Radar ("GPR") Services. Client acknowledges that the use of GPR technology is not error free and there are limitations on the use of GPR to locate buried or embedded objects in the ground or in structures (for example, field conditions, soil moisture content, material type, masking of deeper embodiments by shallow embodiments and thickness of the material to which the GPR Services are to be applied; and only center lines of embedded objects can be located) which may make GPR less precise than other embedded object location technologies. MTC may rely on statements and plans of Client's representatives (including on-site employees or employees or representatives of contractors or subcontractors working for Client) as to the characteristics of the structure or location to be tested using GPR Services. Client agrees that it shall have the sole responsibility for the use of any information obtained as a result of the GPR Services, including reliance on any data there from in order to determine the location of drilling operations or other penetration of the location, area of structure to which the GPR Services are applied. MTC has no responsibility or obligation other than to deliver the GPR Services and the results obtained from application of GPR. How and when the work product from the GPR Services shall be used (or not used) shall be in the sole and exclusive discretion of Client, and MTC shall have no obligation or responsibility to Client after the required GPR Services are completed and the work product is delivered.

10 MTC's SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, MTC WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN MTC REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD MTC OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON MTC's WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF MTC, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $25,000 OR THE TOTAL AMOUNT OF THE FEE PAID TO MTC FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER IS GREATER.

11 Subject to the foregoing limitations, MTC agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of MTC's negligence to the extent of MTC's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against MTC, the party initiating such action shall pay to MTC the costs and expenses incurred by MTC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that MTC shall prevail in such suit.

12 MTC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay MTC's legal expenses, administrative costs and fees pursuant to MTC's then current fee schedule for MTC to respond to any subpoena.

13 In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

14 This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

15 This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MTC shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MTC's files in order and or protect its professional reputation.

VIII. F

JLL Achieve Ambitions

15 Ionia Ave. SW, Suite 360
Grand Rapids, MI 49503

June 1, 2018

Mr. George Haga
Township Supervisor
Ada Township
7330 Thornapple River Dr. SE
Ada, MI 49301

RE: Community Center / Library Project – CM/GC RFP
Award Recommendation for Construction Management Services

Mr. Haga,

On behalf of the Building Committee and the Interview Selection Committee, JLL is recommending the firm of Erhardt Construction be awarded the construction management services bid. Of the proposals submitted and results of the short list interviews, Erhardt Construction is deemed to have the appropriate team, project experience and management tools to successfully deliver a new community center / library project for Ada Township.

It is our recommendation that the Ada Township Board approve the selection of Erhardt Construction and modified AIA agreement for fee, scope, terms and conditions to be executed by all parties.

To recap the selection process:

4/23/18	CM/GC RFP issued. (20) firms expressed interest in the project.
5/4/18	(10) proposals submitted.
5/11/18	(3) proposals were short listed by the Building Committee.
5/23/18	Interview Committee interviewed (3) firms and finalized the recommendation ranking.

RFP Proposal Weighted Scorecard (higher the score the better)

Firm	A	B	C	D	E	F	G	H	I	J
Score	78	80	96	58	132	36	96	70	60	78

Evaluates fee, general conditions, team experience, public/civic experience, cost control methods and schedule.

Firms short listed by Building Committee for interviews

- Rockford Construction
- Owen-Ames-Kimball Co.
- Erhardt Construction

Interview Initial Weighted Scorecard (higher the score the better)

Firm	A	B	C	D	E	F	G	H	I	J
Score	-	-	141	-	93	-	85	-	-	-

Evaluates management team, site logistics, management tools, differentiators, and overall impressions.

Award Recommendation Order

Firm	A	B	C	D	E	F	G	H	I	J
Ranking	-	-	#1	-	#2	-	#3	-	-	-

C = Erhardt Construction

Sincerely,

Scott Rantala

Scott Rantala
JLL PDS Vice President

Cc: File, Jim Ferro, Jennifer Woody

Attachment(s): AIA Agreement with exhibits

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 11th day of June in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Ada Township
7330 Thornapple River Drive
PO Box 370
Ada, MI 49301

and the Construction Manager:
(Name, legal status and address)

Erhardt Construction Company, a Michigan Corporation
6060 Fulton St E
Ada, MI 49301

for the following Project:
(Name and address or location)

Ada Township Community Center and Library Branch
7171 Headley Street
Ada, MI 49301

The Architect:
(Name, legal status and address)

Progressive AE
1411 4 Mile Road, NE
Grand Rapids, MI 49525

The Owner's Designated Representative:
(Name, address and other information)

JLL15 Ionia Ave SW, Suite 360
Grand Rapids, MI 49503
Attn: Scott Rantala

The Construction Manager's Designated Representative:
(Name, address and other information)

Ryan J. Formsma
Director of Project Development
Erhardt Construction

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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(1430419257)

6060 Fulton St E
Ada, MI 49301

The Architect's Designated Representative:
(Name, address and other information)

Progressive AE
1411 4 Mile Road, NE
Grand Rapids, MI 49525
Attn: Jim Horman

The Owner and Construction Manager agree as follows.

Init.
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8 INSURANCE AND BONDS

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12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this A133-2009 Agreement (the "Agreement") and the other documents listed in Section 12.2. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between any of the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. The A201 referenced in Section 12.2 governs over any conflicting terms in any other Contract Document except for this Agreement.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Contractor shall exercise the skill, care and diligence of the leading construction managers of similar national reputation, qualifications and experience performing work on similar projects of comparable size, cost and sophistication to the Work. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at intervals reasonably requested by the Owner or by the Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the

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items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise the standard of care in Section 1.2 in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must either accept or reject the Guaranteed Maximum Price; and

.6 A list of allowances showing the basis for each.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum

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Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under written subcontracts with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect and Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2017.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.3 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner unless the Construction Manager knows, or should reasonably have known, that the information or services are inaccurate. The Construction Manager shall exercise proper precautions relating to the safe performance of the Work.

(Paragraphs deleted)

§ 3.1.3.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.32 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent

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drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.3.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.3.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner's representative designated on page one is the only person authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect under a written agreement to provide services, duties and responsibilities for the Project. The Owner shall provide the Construction Manager a copy (with financial terms redacted) of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$25,000

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable 45 days after presentation of the Construction Manager's invoice, that has been approved by the Architect, subject to 7.1.3 below. Amounts unpaid sixty (60) days after receipt of the approved invoice date shall bear interest beginning on the 61st day at the annual rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

3.75% of the total Cost of the Work

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

5% of the Added Cost of the Work.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10%

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

Rental rates are identified in Exhibit C

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2017, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2017, General Conditions of the Contract for Construction.

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§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2017 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2017 shall have the meanings assigned to them in AIA Document A201–2017 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2017 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

Billable rates are identified in Exhibit B

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Billable rates are identified in Exhibit B

§ 6.2.3 With the Owner's prior written consent, wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

(Paragraph deleted)

§ 6.3 Subcontract Costs

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Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

Rates are identified in Exhibit C

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the

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Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2017 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2017.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;

.2 Expenses of the Construction Manager's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not described in Sections 6.1 to 6.7;

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received

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payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 If an Application for Payment approved by the Architect is received by the Owner, Owner will make payment not later than 30 days after that receipt. This section's payment obligations are subject to the following:

If Owner disputes in good faith any portion of any invoice, Owner will notify Architect and Construction Manager within 15 days of receipt of the disputed invoice. That notification will indicate the portion of the invoice that Owner disputes or for which Owner claims a setoff. Any portion of an approved invoice not disputed by Owner must be paid by Owner within 45 days of receipt. Payment does not waive any claims that Owner may assert against Construction Manager. Owner need not pay any amount disputed in good faith by Owner in the manner and within the time period set forth above until the matter in dispute has been resolved by the parties. Any amount so disputed is not an amount due Construction Manager under this Agreement until the matter is resolved by the parties. If the resolution of the

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matter entitles Construction Manager to be paid a previously-disputed amount, then Owner will pay that amount to Construction Manager within 10 days after resolution of the matter.
(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2017;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee, less retainage of percent (%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of percent (%) from that portion of the Work that the Construction Manager self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2017.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after both of the following have occurred: (1) the issuance of the Architect's final Certificate for Payment, and (2) the Owner's receipt of a final, non-temporary certificate of occupancy.

§ 7.2.2 The Owner will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner reports to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2017. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner reports the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner becoming binding on the Construction Manager.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2017.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2017.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)
Performance and Payment Bond	Full amount of contract

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ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2017.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not

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otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2017.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

§ 10.4 Payment by the Owner under this article 10 and otherwise is subject to Owner's receipt of all sworn statements, lien waivers, payment applications, and other documents that Owner may reasonably request.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2017.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2017 shall apply to both the Preconstruction and Construction Phases. Construction Manager may not publicize, advertise, or otherwise use or disclose any pictures or other representations of the Project except for photographs of those portions of the completed Work that are observable by the general public, such as views from public streets, visitor parking areas, and visitor lobbies.

§ 11.3 Governing Law

Section 13.1 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves to this Agreement. Neither the Owner nor the Construction Manager shall assign its rights under this Agreement without the written consent of the other, except that the Owner may assign its rights under this Agreement without the Construction Manager's consent, to any of the following: to a lender providing financing for the Project, an affiliate of Owner, or a purchaser of the Project. An assignment of rights does not affect the assigning party's duties under this Agreement, except to the extent that the

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recipient of the assignment agrees to assume all of the assigning party's duties. This section controls over any conflicting terms in section 13.2.2 of the A201.

§ 11.5 Other provisions:
§ 11.5.1 Any consent or approval by Owner that the Contract Documents require or permit is effective only if in writing and signed by the Owner.

§ 11.5.2 Billable rates for Construction Manager's administrative and supervisory personnel are provided in Exhibit B, and are in effect whether stationed at the site or the principal office.

§ 11.5.3 Property Insurance: The decision as to who provides the Builder's Risk Insurance will be left to the discretion of the Owner. If the Owner chooses to purchase the Builder's Risk, the following shall apply. The Owner shall purchase and maintain Property Insurance (Builder's Risk) coverage prior to the start of any on-site work, on an "All Risk" basis for the life of this Agreement. Any deductible included in said insurance policy shall be the responsibility of the Owner and the Guaranteed Maximum Price shall be increased accordingly. The Construction Manager and Subcontractors of any tier shall be named as additional insureds under the Owner's Property Insurance covering existing buildings and their contents. Specimen copies of these policies shall be submitted to the Construction Manager prior to the receipt of any bids.

§ 11.5.4 In the event that certain work in the Project is performed by the Owner through its own forces or separate contracts, the following shall apply: to the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Construction Manager, its officers, directors, consultants, agents, and employees, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from and against all losses, claims, damages, payments, suits, actions, recoveries and judgments of every nature and description, including, without limitation, attorney's fees and costs, arising out of or resulting from performance of the Owner's Work.

§ 11.6 CONFIDENTIAL INFORMATION
§ 11.6.1 Confidential Information of a party means information of that party that is not available to the public. But Confidential Information does not include information that (a) becomes generally available to the public other than as a result of a disclosure that violates this agreement; (b) becomes available from a third party who obtained the information legally and is not bound by a confidentiality agreement with the party; or (c) is required to be disclosed by court order, but in that case recipient will immediately notify the other party of the order and exercise reasonable efforts to maintain confidentiality except as the court order may require otherwise.

§ 11.6.2 Except for information subject to disclosure under Michigan's Freedom of Information Act ("FOIA"), if a party receives Confidential Information of the other party, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth below. Architect and Contractor acknowledge that information received by the Owner from the Architect or the Contractor will be publicly available under FOIA, subject only to specific FOIA exemptions.

§ 11.6.3 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors if necessary to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors promise in writing to keep that information confidential.

§ 11.7 Notices
Any notice required or permitted under this Agreement to be given to Owner or Construction Manager must be in writing, be addressed to the recipient's representative designated in article 1, and is deemed given (a) upon personal delivery upon the representative of the recipient, (b) the same business day after being sent by electronic transmission such as facsimile or electronic mail if sent before 4:00 p.m. in the recipient's time zone, otherwise on the next business day, (c) the next business day after being delivered, postage prepaid, to a nationally recognized private overnight mail service (such as FedEx or UPS), or (d) the third business day after being mailed, postage prepaid, by first-class U.S. mail service.

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§ 11.8 As required by Michigan law, the following terms are included.
§ 11.8.1 Bonds. The Construction Manager must provide at its cost a performance and payment bond as described in MCLA 129.201-129.212; and

§ 11.8.2 Miscellaneous. As required by MCLA 125.1561 – 125.1566;
§ 11.8.2.1 The Construction Manager's representative on page 1 is the person representing the contractor who will submit written requests for progress payments. The Owner's representative on page 1 is the person representing the Owner to whom progress payment requests must be submitted.

§ 11.8.2.2 The Owner may defer progress payments until work having a prior sequence is in place and approved.

§ 11.8.2.3 Progress payments need not be paid by the Owner until the later of (a) 30 days after the Architect certifies to the Owner that the work is in place and (b) if funds for the payment are to come from state or federal sources, 15 days after the Owner has received those funds.

§ 11.8.2.4 Retainage held by the Owner is limited to 10% of the value of work in place until work is 50% in place. After 50% is in place, no retainage may be held unless the Owner determines that the contractor is not making sufficient progress or for other specific performance cause, in which case up to 10% retainage may be held. After 94% of the work is done, retainage must be released upon the contractor's request but only if an irrevocable letter of credit is provided as described in MCLA 125.1563.

ARTICLE 12 SCOPE OF THE CONTRACT DOCUMENTS
§ 12.1 The Contract Documents represent the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Contract Documents. This A133 controls over conflicts, if any, between its terms and terms in any other Contract Document.

.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2017, General Conditions of the Contract for Construction, as modified in writing between Owner and Construction Manager

.3 AIA Document E201™–2017, Digital Data Protocol Exhibit, if completed, or the following:

.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit B, Billable Rates for Construction Manager Personnel
Exhibit C, Rental Rates for Construction Manager Owned Equipment
JLL CMGC RFP Dated 4/23/18
Addendum 1 Dated 5/2/18
Erhardt Proposal Dated 5/4/18
JLL Bid Form Breakdown dated 6.1.2018 for General Conditions Estimate
JLL Bid Form Dated 6.1.2018

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This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Benjamin D. Wickstrom, PE, President & CEO *(Printed name and title)*

Init.
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VIII. G

Kent County
Road Commission

KENT COUNTY ROAD COMMISSION
LOCAL ROAD CONSTRUCTION AUTHORIZATION

Date: 5-8-18

Project: Local Road Surface Treatments **Work Order Number:** 030

Township: Ada **Length:** .42 Miles

Type of Work: Full Depth Mill and Fill

Location: Rix St (Ada Dr to Adaridge Dr)

Do Sanitary Sewers exist on project?____ Yes ____ No System Date: ____

FINANCING
TOTAL BUDGET ESTIMATE: $ 120,000.00

	K.C.R.C Share	Township Share		
	$ 60,000.00	$ 60,000.00		
Expended	$			
Expended	$			
Expended	$			

Note: Estimate Cost Valid Until December 31, 2018

At a meeting of the _____ Township Board held on _____, the above estimate was approved. The Road Commission is authorized to proceed to accomplish the work and to bill the Township for all direct costs charged to the project plus an administrative overhead charge of seven and one half percent (7.5%) of the total direct costs so charged, and the Township hereby agrees to pay same in full. Direct costs include any payments for engineers and other consultants, materials, force account labor and fringes, equipment rental, advertising, and printing. The overhead cost is included in the above estimate.

Remarks: **Paving done by contractor, prep work and inspections done by Kent County Road Commission Local Construction and Maintenance Division.**

Approved by: _____ **Date:** _____

Note: For correct processing, please return this work order to the attention of the Maintenance Department of the K.C.R.C. Fax Number 242-6983.

Kent County Road Commission

Ada Township Program

Local Paved Road Program 2018-2020

- 50% Ada Township and 50% KCRC
- Typical Combined Program = Fluctuated between $0 and $575,000 from 2014 to 2017
- 2018 Proposed Combined Program = $500,000

Kent County
Road Commission

Ada Township

Certified Centerline Mileage*

- Primary Roads 34.86 miles
- Local Paved Roads 41.13 miles
- Local Gravel Roads 15.27 miles

*Per 2017 Certification Report

Kent County
Road Commission

Local Road Condition

2017 Local Paved Condition

Kent County
Road Commission

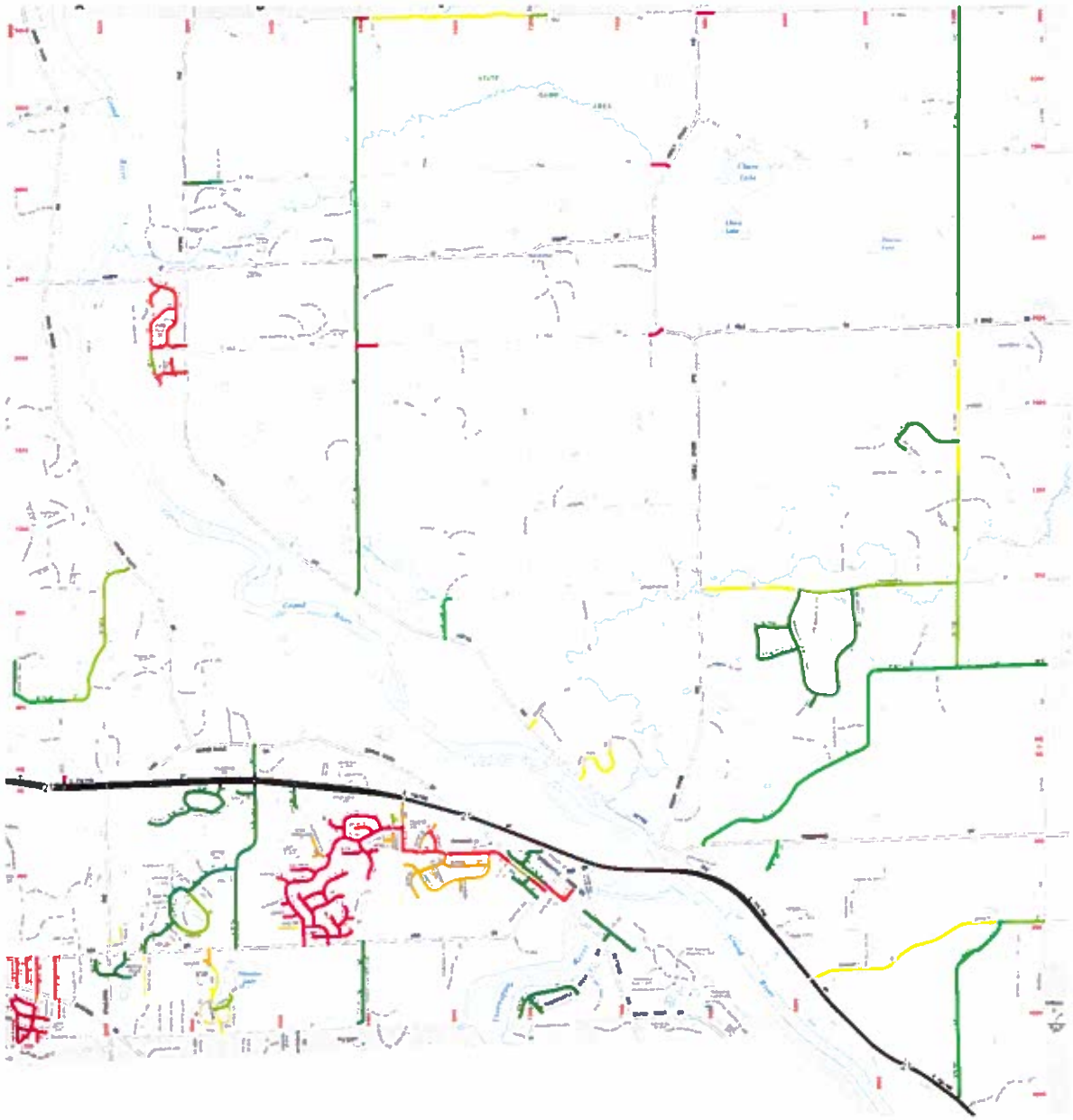
Road Condition Ratings

Ada Township

PASER

ROAD CONDITIONS

- POOR (1 OR 2)
- POOR (3)
- POOR (4)
- FAIR (5)
- FAIR (6)
- FAIR (7)
- GOOD (8-10)



Kent County
Road Commission

Example Treatments

Treatment cost by mile

- Mill & Fill Full Depth - $300,000
- Crush & Shape - $250,000
- Mill & Fill Single Course w/ Interlayer - $185,000
- Cape Seal - $100,000
- Chip Seal (Paver) - $90,000
- Micro Surface - $50,000

Life expectancy

- Mill & Fill Full Depth – 13 to 15 years
- Crush & Shape – 10 to 12 years
- Mill & Fill Single Course w/ Interlayer – 7 to 8 years
- Cape Seal – 6 to 7 years
- Chip Seal (Paver) – 5 years
- Micro Surface – 7 years

- **Current road condition determines treatment type**

Kent County
Road Commission

Township Maintenance Needs

Poor (PASER rating)

- Mill & Fill - $3,000,000 (10.0 miles)
- Chip Seal - $170,000 (1.7 miles)

Fair

- Cape Seal - $450,000 (3.0 miles)
- Chip Seal - $917,000 (13.1 miles)

Good

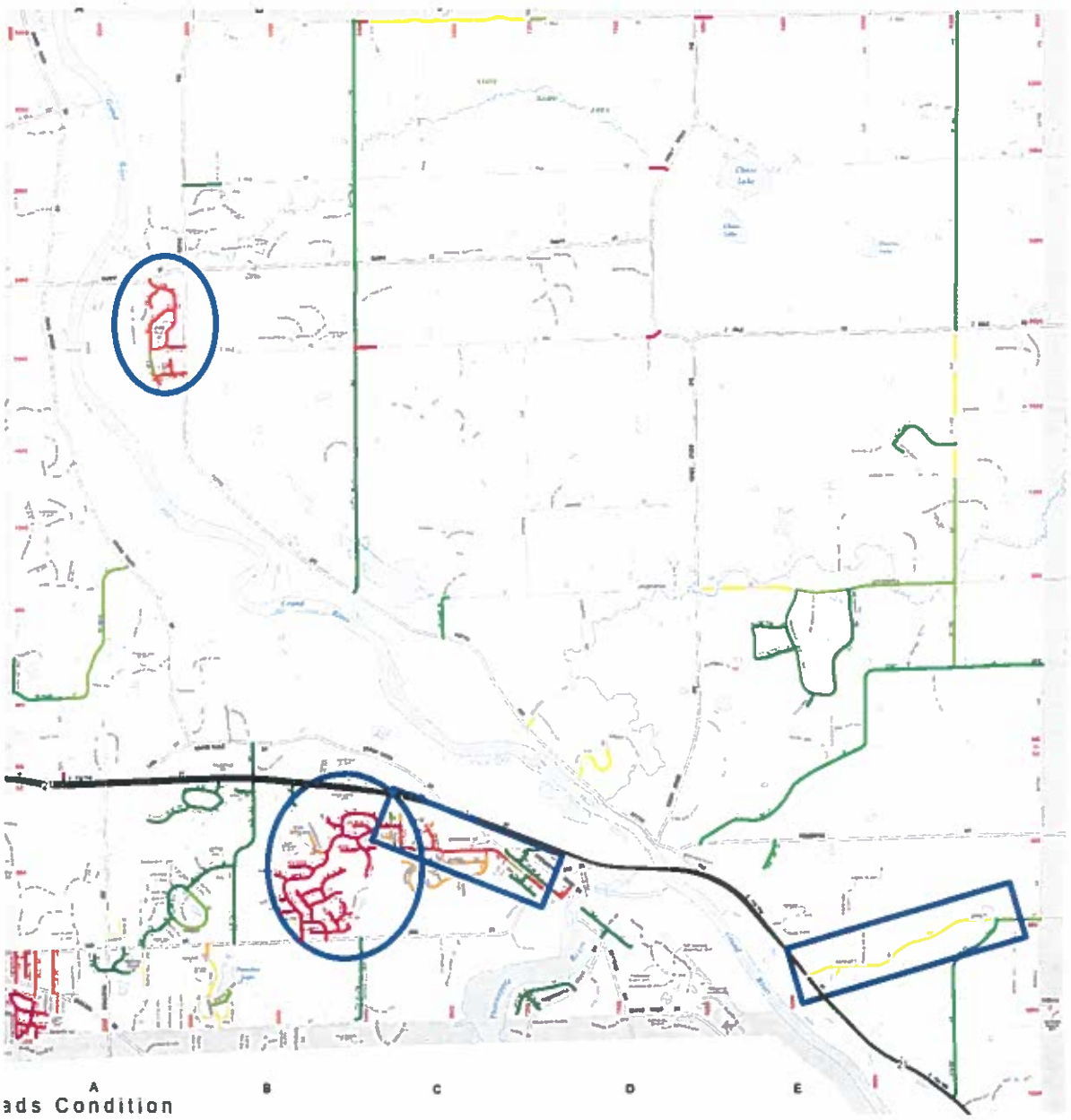
- Micro Surface - $315,000 (7.0 miles)
- Chip Seal - $206,500 (5.9 miles)

Total need as of 2017 = $5,058,500

Kent County
Road Commission

2018 Program Example

- ***2018 Program Possibilities***
  - $400K Mill & Fill (Approx. 1.3 miles) of subdivision roads
  - $100K Preservation of recent work or Chip Seal (Approx. 1 mile) of centerline road

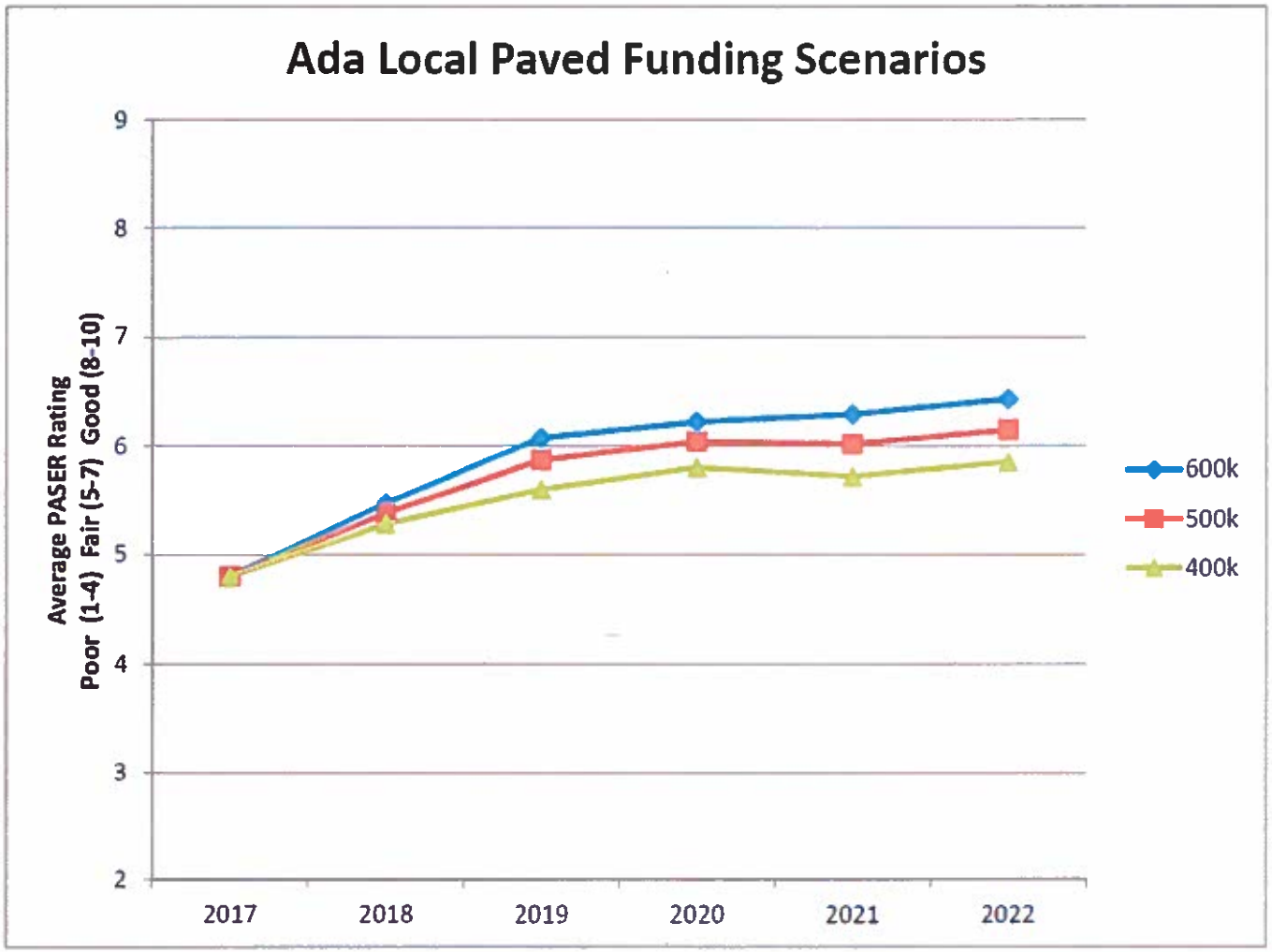


Kent County
Road Commission

Funding Scenarios

Ada Township

Five year road condition trend



Total Annual Funding
(50% Township 50% KCRC)

Proposed Funding = $500K/yr

Total Local Paved Miles: 41.13

VIII. H

George Haga

From: Kent County Dispatch Authority <kcdispatchauthority@gmail.com>
Sent: Wednesday, May 30, 2018 2:09 PM
To: George Haga
Subject: KCDA Fire Pager Agreement
Attachments: 20180530 Ada.pdf

Good Afternoon -

As you are aware, the KCDA has been working in partnership with local communities to provide fire pagers through the 911 surcharge that was approved by voters.

Since that time, the Kent County Sheriff's Department has been communicating with the Fire Departments to distribute these pagers and this was recently completed for Ada. To formalize the distribution of the fire pagers (for financial auditing purposes) we are asking the local units to sign the attached Agreement.

Please sign and return the attached to me (electronic is fine).

If you have any questions, please let me know.

Thank you in advance for your assistance,

Jen

Jennifer DeHaan
For: Kent County Dispatch Authority
www.kent911.org
616.262.1343

Please Note: To support continuity of KCDA communications, the email address of KCDispatchAuthority@gmail.com was created, please add this to your contact list such that it is not labeled as spam.

KENT COUNTY DISPATCH AUTHORITY 9-1-1

FIRE PAGER DISTRIBUTION AGREEMENT

This Fire Pager Distribution Agreement is made as of **May 30, 2018**, between the Kent County Dispatch Authority, a Michigan public body corporate the principal business address of which is 1155 - 28th Street, SW, PO Box 905, Wyoming, MI 49509 (the "**KCDA**") and **Ada Township for Ada Township Fire Department** with a principal business address of which is: 7330 Thornapple River Dr., PO Box 370,Ada, MI 49301, (the "**Recipient**").

RECITALS

A. The KCDA provides 9-1-1 dispatch services within Kent County (the "**County**") via two Public Safety Answering Points ("**PSAPs**"), one of which is operated by the County (the "**County PSAP**") and the other of which is operated by the City of Grand Rapids (the "**City PSAP**").

B. On November 8, 2016, County voters approved an increase in the surcharge on communication service suppliers' billings to service users within the County to provide dedicated funding for an enhanced 9-1-1 dispatch system including technology upgrades (including communication towers and new equipment, including fire pagers allowing for dispatch of existing police, fire, and public safety agencies) and annual funding for fire dispatch as provided in the County 9-1-1 service plan.

C. The KCDA is joining the Michigan Public Safety Communications System ("**MPSCS**") 800 MHZ communications system in order to provide improved emergency communications capabilities.

D. Recipient operates a fire department and desires to participate in the MPSCS and use the MPSCS system for more reliable and enhanced coverage for their pager notification system for fire personnel.

E. The County is issuing about $26 million of capital improvement bonds (the "**County Bonds**") to fund the acquisition and installation of the equipment and facilities needed to operate on the MPSCS and related projects, and said bonds are being retired with 20 year annual payments by the KCDA using new revenue generated from the increase in local 9-1-1 surcharge as approved by the voters of Kent County in November of 2016.

F. As part of the technology and equipment upgrade, KCDA has purchased dual band Unication fire pagers for use by the Recipient on the MPSCS as well as VHF frequencies.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Equipment. The Recipient acknowledges receipt and acceptance from the KCDA of the Unication G5 fire pagers and other equipment listed on the attached Exhibit A (the "**Equipment**") with a retail value as indicated in the Exhibit A.
2. Obligations of Recipient. The Recipient represents and warrants that the Recipient operates a fire department within Kent County, and that as a condition of receiving the Equipment, the Recipient shall:
   A. Ensure the Equipment is used only by the Recipient's fire personnel.

B. Without cost to the County or the KCDA, insure, maintain and repair the Equipment in accordance with the manufacturer's recommendations and upon the expiration of any warranty provided by the KCDA for said equipment, the term of which shall begin upon delivery of the Equipment to the KCDA; and/or other requirements. Upon request by KCDA, the Recipient shall provide proof of such insurance to KCDA.

C. Make all necessary replacements, improvements, and upgrades to the Equipment without cost to the KCDA.

D. Establish and maintain an inventory of the Equipment that details the Model #, Serial Number and the user(s) of the Equipment, including without limitation, the disposition of equipment no longer in Recipient's service, which will be supplied to the KCDA on an annual basis in January of each calendar year.

E. Annually certify in writing to the KCDA and the County, on a form acceptable to KCDA, that none of the Equipment has been provided to any private person or entity, or to any other entity that is not a governmental unit.

F. Prevent any use of the Equipment by users other than the Recipient and refrain from taking any other actions that would result in the interest on the County Bonds becoming taxable or that would result in any other event of default on the County Bonds.

G. Indemnify and hold harmless the KCDA and the County from any and all costs, fines, penalties, settlements or other amounts either the KCDA or the County incurred due to the Recipient's use of the Equipment and/or any interest on the County Bonds becoming taxable, and/or due to a default on the County Bonds caused by the Recipient's actions or inactions.

H. Secure the Equipment in a secure, safe, dry storage area within the Recipient's direct control.

I. Refrain from using any of the Equipment on the MPSCS 700/800 MHz radio system, until instructed to do so by the KCDA.

J. Return all of the Equipment to the KCDA for MPSCS programming when scheduled by KCDA at the time and place indicated by KCDA.

K. Participate fully in the testing and evaluation of the system in accordance with testing procedures established by the KCDA.

L. Comply with all terms of use of the MPSCS as set by the MPSCS, Kent County, the KCDA and/or the PSAPs.

M. Not dispose of any of the Equipment except when it is replaced as provided herein.

3. Term and Termination. This Agreement shall remain in effect until the County Bonds, including any refunding of the County Bonds, are paid in full or until December 31, 2037, whichever is later. Either party may terminate this Agreement upon 30 days written notice to the other, or immediately upon breach of this Agreement.

4. Miscellaneous.

A. This Agreement may only be amended or modified in writing signed by both parties after approval of the KCDA's Administrative Policy Board.

B. The captions are for reference only and shall not affect its interpretation. However, recitals are an integral part of this Agreement.

C. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. There are no intended third party beneficiaries to this Agreement.

D. If there is any conflict between this Agreement and any other agreement between the parties, the terms of this Agreement shall control.

The parties have signed this Agreement as of the date first written above.

KCDA

By: _____
Curtis Holt, Chairman

Date signed: May 20th, 2018

RECIPIENT

By: _____
George Haga, Township Supervisor

Date signed: _____, 2018

EXHIBIT A
LIST AND VALUE OF EQUIPMENT PROVIDED BY KCDA
DETAILED SERIAL NUMBER LIST ATTACHED

Name of Vendor	Model #	Serial Series #	Value
Unication	G5	AG5V710	$ 625.50
Unication	G5	AG5V710	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
Unication	G5	AG5V750	$ 625.50
			$ 15,637.50

25

Ada Twp. Fire Pager Inventory Verification List

AG5V750576
AG5V750594
AG5V750597
AG5V750598
AG5V750596
AG5V750579
AG5V750577
AG5V750578
AG5V750581
AG5V750580
AG5V750585
AG5V750582
AG5V750595
AG5V750590
AG5V750588
AG5V750589
AG5V750583
AG5V750584
AG5V750587
AG5V750586
AG5V750591
AG5V750592
AG5V750593
AG5V710635
AG5V710636

25	0	0	0
		Total:	25

VIII . I

TOWNSHIP

TO: ADA TOWNSHIP BOARD

FROM: ADMINISTRATIVE COMMITTEE

DATE: JUNE 1, 2018

SUPJECT: CITY OF ESCANABA FINANCIAL ASSISTANCE

The Administrative Committee along with the Township Assessor met regarding the request for financial assistance for the "dark store" litigation of the Menard v Escanaba. This case was remanded back to the Michigan Tax Tribunal by the state Supreme Court for determination of actual valuation. See attached communications regarding this matter.

Because Ada Township may not be directly affected by the city of Escanaba "dark store" matter, the Committee is recommend not to provide financial assistance.

MTA
MICHIGAN TOWNSHIPS ASSOCIATION

RECEIVED
APR 9 2013
GEORGE HAGA
ADA TOWNSHIP SUPERVISOR

Dear Township Supervisor:

It may be surprising that I am appealing to you to contribute money to a city, but that is exactly the purpose of this letter.

The "dark store" or "obsolescence" property valuation theory cast a cloud over the ability of townships to defend their assessments of a wide variety of commercial and large industrial facilities, especially corporate headquarters and unique properties found in many townships. After a resounding Michigan Supreme Court win for equitable property assessments in the "dark store" litigation of *Menard Inc. v City of Escanaba*, the case was remanded back to the Michigan Tax Tribunal for a determination of actual valuation. Local governments throughout Michigan have a stake in the Tribunal's decision.

The remand hearing before the Tribunal could undermine what was won in the Court of Appeals and subsequently upheld by the Supreme Court. Big box retailers and appraisers are preparing studies to either support or undermine the *Menard* decision. The MTT and Menard have stated that this case will be precedent setting and will determine how big box stores should be assessed.

The City of Escanaba, with a population of 12,616 and a taxable value of $299,460,000 has expended close to $190,000 on the Menard appeal; other Delta County taxing entities have added approximately $40,000 to the city's defense. We understand, however, that their contributions represent all they will provide. Because city leaders recognize the state-wide impact of their case, exceptionally high costs have been incurred by the city to achieve an outcome from which many more communities will also benefit.

If you are one of the 97% of townships contributing to the MTA Legal Defense Fund, you may be asking why MTA doesn't help Escanaba directly. MTA has already expended approximately $22,000 on "big box store" litigation, and the MTA Legal Defense Fund Committee has signaled its eagerness to provide additional support. However, MTA and the other state associations don't have sufficient financial resources to give the city all the financial help it needs.

Because Michigan legislators support corporate tax breaks over uniform taxation, the judiciary is currently our only hope. Many cities and townships stepped up to support one of several *amicus* briefs filed when this case was before the Supreme Court, indicating a strong statewide interest to play a part in a successful outcome. Additionally, the Michigan Department of Treasury recognizes the importance of this case and is considering providing a level of financial support. However, more will be needed, and it is not fair that Escanaba fights this battle alone when many more communities will share in a fair and positive outcome. MTA legal counsel believes that the holdings of *Hess v. Cannon and Grattan Townships*, (265 Mich.App. 582, 696 N.W.2d 742) regarding the liberal powers of townships and the court's deference to legislative determinations of public purpose establishes a legal basis for local governments to support this litigation, but we encourage you to discuss this matter with your local attorney for specific legal advice.

If your township can offer financial assistance at this critical juncture, this is your opportunity. Checks can be made payable to the City of Escanaba, P.O. Box 948, Escanaba, MI 49829-0948. Please enclose a notation that the check is intended for the *Menards* Tax Tribunal appeal as the city has established a segregated account for this purpose.

Thanks for your consideration. If you have any questions, please do not hesitate to contact me at 517-321-6467 or larry@michigantownships.org.

H Larry Merrill

Larry Merrill, Executive Director
Michigan Townships Association

George Haga

From: Ammon, Jeffrey S. <AmmonJ@millerjohnson.com>
Sent: Wednesday, April 25, 2018 1:37 PM
To: George Haga
Subject: RE: [EmailDefender SPAM suspect] Follow-up FAQs and sample resolution for Menard, Inc. 'dark store' case [IWOV-MJ_DMS.FID147026]

George, I had a chance to review this, and I see the first MTA communication is listed on Monday's agenda.

My conclusion is that the statute cited by MTA. 211.44(3) does allow local units to share appeal costs with other taxing units. So legal authority does exist. But that does not answer the question of whether it is good policy for Ada Township to contribute. That's for the board to answer, not me, as it's not a legal question. It does seem to be a stretch, howeer, to see how the Escanaba issues could affect Ada Township. I defer to the board, of course, but I'm happy to discuss at any time.

Jeff

Jeffrey S. Ammon
Attorney at Law

MILLER JOHNSON

BEST LAW FIRMS U.S.News 2017

45 Ottawa Ave. SW, Suite 1100
PO Box 306
Grand Rapids, MI 49501-0306

616.831.1703
616.988.1703 Fax
ammonj@millerjohnson.com

NOTICE: This communication may contain confidential information intended for the named recipient(s) only. If you received this by mistake, please destroy it and notify us of the error. Thank you.

DISCLOSURE: Any tax or legal advice included in this email is specifically limited to the stated facts and issues.

From: George Haga [mailto:ghaga@adatownshipmi.com]
Sent: Monday, April 16, 2018 3:44 PM
To: Ammon, Jeffrey S. <AmmonJ@millerjohnson.com>
Subject: FW: [EmailDefender SPAM suspect] Follow-up FAQs and sample resolution for Menard, Inc. 'dark store' case

Jeff,

Just received this email from MTA. Not had a chance to review at this time.

Thanks
George Haga
Township Supervisor
Phone: 616-676-9191 ext 50
Email: ghaga@adatownshipmi.com
Fax: 616-676-5870

From: emily@michigantownships.org [mailto:emily@michigantownships.org]
Sent: Monday, April 16, 2018 1:58 PM
To: George Haga <ghaga@adatownshipmi.com>
Subject: [EmailDefender SPAM suspect] Follow-up FAQs and sample resolution for Menard, Inc. 'dark store' case

Dear Supervisor Haga,

Just over a week ago, MTA contacted you regarding contributing to the "dark store" case, *Menard, Inc.* v. *City of Escanaba*. Based on inquiries and comments from member officials, we are providing some follow-up information, as well as sample resolution:

Frequently Asked Questions regarding townships contributing to *Menard, Inc. v Escanaba* Tax Appeal

Is there explicit statutory authority for my township to contribute to the City of Escanaba for the costs of its appeal?

We believe the answer is yes. In addition to the case law previously noted, MCL 211.44(3) provides, in part, "*The costs of any appeals, in excess of funds available from the property tax administration fee, may be shared by any taxing unit only if approved by the governing body of the taxing unit.*" The City of Escanaba collects approximately $150,000 per year from their PTAF, which is far short of the anticipated cost of this appeal. As is the case with all legal matters, consult with your local attorney for specific legal advice.

What is the suggested contribution amount?

We don't have a recommendation, other than to consider the value of the case to your township based on the presence of properties in your township that would be impacted by the "dark store" or obsolescence theory of valuation. This would not only be "big box" stores but other unique properties. More recently, fast food restaurants, auto parts stores and national chain pharmacies have used this assessing theory to lower their property assessments as well. Two township supervisors indicated they were anticipating their townships contributing $1,000.

Could we contribute to the MTA Legal Defense Fund instead of contributing directly to the City, and designate the contribution for the *Menard, Inc. v City of Escanaba* litigation?

Yes, MTA will segregate any contributions designated for the *Menard* case and will add those contributions to whatever additional contribution is made by the MTA Board of Directors from current MTA legal defense funds. Checks can be made payable to the Michigan Townships Association, and please include a notation that it is designated for the *Menard* case.

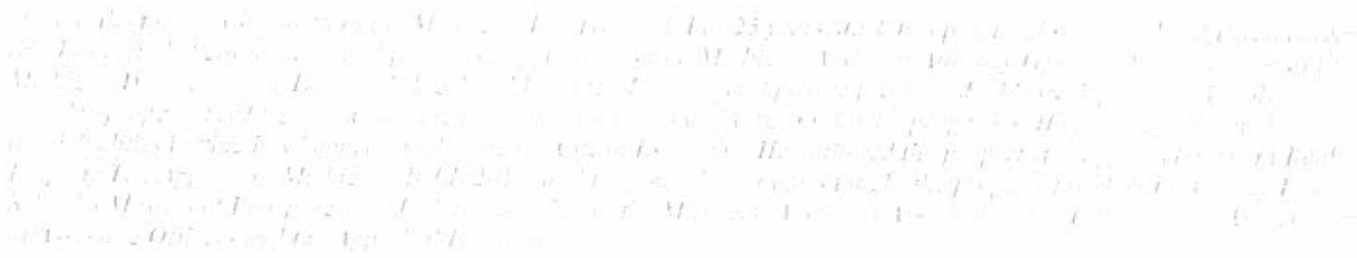
Why is this case expected to be so costly to the City?

This is not just a valuation case (appraiser v. appraiser). Instead, the Court of Appeals has asked the City to prove which method of valuation is better, what are the strengths and weaknesses of each method, what should the tribunal use in every case. It is theoretically expansive and hugely more comprehensive. For example, the City has been tasked with demonstrating that 1) deed restricted sales comps cannot be used in valuation; 2) or, if they are used, what process should be used to adjust the sales comps. Those questions far exceed this case.

Not only is the task far more comprehensive, the landscape since or because Menard has changed. The Appraisal Institute has reversed itself on use of using vacant stores as comparables. The International Association of Assessing Officers has written a detailed description of the best process and principles to value big box stores, but the IAAO principles have yet to be adopted by any state or proven to the courts they should be recognized as best practice. This is the case to do that.

Who is representing the City of Escanaba in the appeal?

The City is represented by Jack VanCouvering, a shareholder attorney with the Foster a Swift Collins & Smith law firm. His bio, from the Foster Swift website **https://www.fosterswift.com/professionals-jack-vancoevering-attorney.html**:



Would MTA provide a sample resolution for my board to adopt to approve supporting the cost of the City's appeal?

Feel free to use this as a template:

_____ Township Resolution No. ____

RESOLUTION TO HELP DEFRAY LEGAL COSTS IN
MENARD INC. V CITY OF ESCANABA "DARK STORE" LITIGATION

***WHEREAS**, Article IX, section 3 of the Michigan Constitution requires uniformity of taxation, and*

***WHEREAS,** there is a case before the Michigan Tax Tribunal, Menard Inc. v City of Escanaba, that may determine a method of equitable valuation of a wide variety of commercial and large industrial facilities, especially corporate headquarters and unique properties found in many townships; and*

***WHEREAS**, this case is on remand before the Tax Tribunal following a favorable ruling from the Court of Appeals regarding valuation methodology and now has the potential to correct numerous prior rulings that resulted in erroneous, low values of property and reduced revenues in communities across Michigan; and*

*[**WHEREAS**, exceptionally high costs have been incurred by the City of Escanaba in excess of funds available from its Property Tax Administration Fee to achieve an outcome from which many more communities, including the Township of _____ will also benefit; and*

WHEREAS, MCL 211.44(3) provides, in part, "*The costs of any appeals, in excess of funds available from the property tax administration fee, may be shared by any taxing unit only if approved by the governing body of the taxing unit,*" *and*

WHERAS, *the city is anticipated to incur costs far in excess of funds available from its property tax administration fee, and*

WHEREAS, *the* _____ *Township Board desires to help defray the costs of litigation and legal representation incurred by the City of Escanaba to ensure that the City has adequate resources to provide to the Tribunal a competent and compelling defense of its valuation determinations in Menard Inc. v City of Escanaba.*

NOW, THEREFORE, BE IT RESOLVED *that the* _____ *Township Board authorizes a payment of* $_____ *to the City of Escanaba to provide financial assistance toward the continued defense of the ruling in Menard Inc. v City of Escanaba.*

The foregoing resolution offered by Board Member _____.
Second offered by Board Member _____.

Upon roll call vote, the following voted:

"Aye": _____
"Nay": _____

The Supervisor (moderator) *declared the resolution adopted.*

_____ (Clerk's signature)
(Clerk's Name), *Clerk*

Date: _____

Thank you,

Larry Merrill, Executive Director
Michigan Townships Association

VIII. J

TOWNSHIP

TO: ADA TOWNSHIP BOARD

FROM GOERGE HAGA
ADA TOWNSHIP SUPERVISOR

DATE: June 1, 2018

SUBJECT: APPOINTMENT TO ETHICS BOARD

I would request the Township Board's confirmation of the following appointment to the Ada Township Ethics Board:

Neal Hillman for a four year term ending 10/1/22

After meeting with Mr. Hillman, he is ready, willing, and able to serve as member of Ethics Board. Looking forward to the Board's confirmation of this appointment.

TOWNSHIP

APPLICATION FOR ADA TOWNSHIP APPOINTED BOARDS, COMMISSIONS AND COMMITTEES

www.adatownshipmi.com

NAME Neal Hillman

STREET 1555 Lookout Farm Dr CITY Ada ZIP 49301

PHONE Work 616 267-0037 Home _____ Cell 616 481-4928

APPLICANT FOR (see attached list of Boards, Commissions, and Committees)

Ethics Board

BUSINESS/FIRM/OCCUPATION Helen DeVos Childrens Hospital

POSITION MD

WORK EXPERIENCE Attending Congenital Heart Surgeon

VOLUNTEER EXPERIENCE AND INVOLVEMENT Due to time commitments formal long-term experience minimal. Six years on Homeowners Assoc. Board. This has expired which frees up time for new adventure

EDUCATION BACKGROUND MD+

STATE BRIEFLY YOUR QUALIFICATIONS FOR THIS APPOINTMENT(S)

Daily decision making in team setting

DO YOU KNOW OF ANY CONFLICT OF INTEREST OR ANY REASON YOU SHOULD NOT RECEIVE THIS APPOINTMENT? None

DATE 4/23/18 SIGNED [signature]