

**AGENDA
CASCADE CHARTER TOWNSHIP
REGULAR BOARD MEETING**

Wednesday, March 9, 2022

7:00 P.M.

Wisner Center

2870 Jacksmith Drive SE, Grand Rapids 49546

Public may access the meeting via video conference software Zoom

<https://us02web.zoom.us/j/86241192513>

Meeting ID: 862 4119 2513

By Phone: 1 312 626 6799

Expected Meeting Procedures

1. During public comments you may speak on any item not noted on the agenda for a public hearing.
2. Please limit comments to 3 minutes per person and the Board may or may not choose to respond.
3. Please limit your comments to a specific issue.
4. Please turn OFF cellular phones.

- Article 1. Call to Order, Roll Call**
- Article 2. Pledge of Allegiance to the Flag**
- Article 3. Approval of Agenda**
- Article 4. Presentations**
None
- Article 5. Public Comments - Anything on the Agenda not scheduled for a public hearing. (limit comments to 3 minutes)**
- Article 6. Approval of Consent Agenda**
- a. Receive and File Minutes
 1. Township Board – 02/23/22
 2. Governance Committee – 1/26/22
 - b. Receive and File Reports
 1. Building Department – February 2022 Report Summary
 - c. Receive and File Education Requests
 - 1.
 - d. Receive and File Communication
 - 1.
- Article 7. Financial Actions**
- a.

- Article 8. Unfinished Business**
- 005-2022 Consider Amendments to the Township Committees Policy**
- Article 9. New Business**
- 014-2022 Consider Amendment to Patterson Ice Center PUD Ordinance to Lift a Number of Use and Development Restrictions**
- a. Public Hearing for Amendment to Patterson Ice Center PUD Ordinance to Lift a Number of Use and Development Restrictions**
 - b. Consideration of an Amendment to Patterson Ice Center PUD Ordinance to Lift a Number of Use and Development Restrictions (*Roll Call*)**
- 015-2022 Consider the Signed 2020 Contracts from Funny Business and Signal Point Band Applying to the 2022 Fourth of July Celebration**
- 016-2022 Consider Resolution for Road Closures for the 2022 Fourth of July Celebration (*Roll Call*)**
- 017-2022 Consider Bids for the Replacement of the HVAC and Air Make Up Unit at Fire Station #2**
- 018-2022 Consider the 2022 Local Road Maintenance Program**
- Article 10. Discussion**
- 1. Update on Township Job Postings/Positions**
- Article 11. Public Comments – Any comments...whether it is on the agenda or not. (limit comments to 3 minutes)**
- Article 12. Manager Comments**
- Article 13. Board Member Comments**
- Article 14. Adjournment**

**MINUTES OF THE
CASCADE CHARTER TOWNSHIP
REGULAR BOARD MEETING**

Wednesday, February 23, 2022

Wisner Center

2870 Jacksmith Dr SE

Grand Rapids, MI 49546

AND

Virtual Zoom Meeting

7:00 P.M.

HYBRID FORMAT

- Article 1.** Supervisor Lesperance called the meeting to order.
Present: Supervisor Lesperance, Clerk Slater, Treasurer Peirce, Trustees Koessel, McDonald, Shipley and Noordhoek
Absent: None
Also Present: Township Manager Swayze, Attorney Mike Homier-Foster Swift, Deputy Clerk Brott, and those listed in the Supplement
- Article 2.** Supervisor Lesperance led the Pledge of Allegiance.
- Article 3.** **Approval of Agenda**
Supervisor Lesperance noted the change in date of the resolution should be 2/23/22. Motion by Trustee Shipley, seconded by Trustee Noordhoek to approve the agenda. Motion carried unanimously.
- Article 4.** **Presentations**
None
- Article 5.** **Public Comments-Anything on the Agenda not scheduled for a public hearing. (limit comments to 3 minutes)**
1. Paul Strauss-7474 Alaska Ridge-Re resident's comments at a previous meeting and broadband, he knows some of the federal funds can be used for this. He encouraged the Board to approve broadband for underserved areas in the Township.
 2. Kathy Taylor-6027 Champagne Ct-Re Burton Street Pedestrian Bridge: It is a colossal waste of taxpayer money. The new pathways are not used much, and the current trails are run down.
 3. Kris Taylor-6027 Champagne Ct-The Burton Street Pedestrian Bridge is a bridge to nowhere and was lower down the list of Township projects. Use the money to repair pathways or for a bridge over Thornapple River on Cascade Road.
 4. Wendy Sturm-2570 Hunter Green Ct-She is all for maintaining the current trails and connecting them. Specifically, supports a connection between Burton and 28th Streets along Kraft.
 5. Scot Van Solkema via Zoom-2570 Orange Ct-The trails need to be upgraded. Would Kentwood want to help pay for half of the Burton Street Pedestrian Bridge?
 6. Scott Rissi via Zoom-7238 Cascade Rd-He doesn't support the bridge over the freeway. He would like to see trails added to the southern areas of the Township.

Township Board Minutes

February 23, 2022

Article 6. Approval of Consent Agenda

a. Receive and File Minutes

1. Township Board – 02/09/22

b. Receive and File Reports

None

c. Receive and File Education Requests

1. Jim Walker – EMS Instructors Conference – Traverse City, MI – March 3-6, 2022

2. Vince Milito – MIAM Spring Conference – Clare, MI – May 11-12, 2022

d. Receive and File Communication

None

Motion by Trustee Koessel, seconded by Trustee Shipley to approve the Consent Agenda.
Motion carried unanimously.

Article 7. Financial Actions

None

Article 8. Unfinished Business

None

Article 9. New Business

011-2022 Consider Oak Wilt Management Bids

Parks Committee Members Ginny Wanty and Joe Engel presented and answered questions. Considerable Discussion.

Motion by Trustee Shipley, seconded by Trustee McDonald to approve. Motion carried 6-1 by roll call vote. In favor-Supervisor Lesperance, Treasurer Peirce, Clerk Slater, Trustees Koessel, Shipley, and McDonald. Opposed-Trustee Noordhoek.

012-2022 Consider Burton Street Pedestrian Bridge Project

Manager Swayze answered questions. Considerable Discussion.

Motion by Trustee Koessel, seconded by Trustee Noordhoek to “kill” the project.

Motion carried by roll call vote. In favor-Supervisor Lesperance, Treasurer Peirce, Clerk Slater, Trustees Koessel, Noordhoek, and Shipley. Opposed-Trustee McDonald.

013-2022 Consider Resolution to Publish Notice of Intent to Issue Municipal Securities for Fire Station #1 Project (Roll Call)

Manager Swayze answered questions.

Motion by Trustee McDonald, seconded by Trustee Shipley to approve. Motion carried unanimously by roll call vote.

Article 10. Discussion

None

Article 11. Public Comments – Any comments...whether it is on the Agenda or not. (limit comments to 3 minutes)

None

Article 12. Closed Session

Pursuant to MCL 15.268 (h) – To consider material exempt from discussion or disclosure by state or federal statute.

Pursuant to MCL 15.268 (a) – To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. Manager Swayze has requested his annual evaluation be done in closed session.

Motion by Trustee Shipley, seconded by Trustee Koessel, to adjourn to Closed Session. Motion carried unanimously by roll call vote. Adjourned to Closed Session at 8:03 pm.

Motion by Trustee Shipley, seconded by Trustee McDonald to resume Open Session. Motion carried unanimously by roll call vote. Open Session resumed at 9:30 pm.

Article 13. Manager Comments
None

Article 14. Board Member Comments

1. Trustee Shipley-Thanked all in attendance.
2. Treasurer Peirce-Deputy Treasurer Oxana Sourine sent letters to those residents who were still delinquent in their tax payments. Ninety-eight (98) percent of the taxes have been collected. Asked when the Board approved sending a notification to residents for \$500k expenditures? Is this a policy that was Board approved?
3. Trustee Noordhoek-Asked for a PFAS update. Manager Swayze gave an update.

Article 15. Adjournment

Motion by Trustee Shipley, seconded by Trustee McDonald to adjourn. Motion carried unanimously.

Meeting adjourned at 9:35 pm.

Krissi Brott
Deputy Clerk

Approved by:

Grace Lesperance, Supervisor

Susan B. Slater, Clerk

CASCADE CHARTER TOWNSHIP
GOVERNANCE COMMITTEE MEETING
January 26, 2022 at 9:00am
Large Conference Room at Township Hall
5920 Tahoe Dr. SE, Grand Rapids, MI 49546

Members Present: Trustee Noordhoek, Treasurer Peirce, Clerk Slater

Others Present: Township Manager (TM) Ben Swayze

Members of the Public: None

ARTICLE 1. Call to Order: Meeting was called to order at 9:00am.

ARTICLE 2. Appointment of the Chair; Vice-Chair

Motion by Clerk Slater, supported by Treasurer Peirce to appoint Treasurer Peirce as Committee Chair. Motion Carried 2-0 (Trustee Noordhoek did not vote)

Motion by Treasurer Peirce, supported by Clerk Slater to appoint Clerk Slater as Committee Vice-Chair. Motion carried 2-0 (Trustee Noordhoek did not vote)

ARTICLE 3. Approval of the Agenda: Motion by Treasurer Peirce, Supported by Clerk Slater to approve the agenda. Motion carried 2-1 (*Noordhoek- No; Peirce – Yes; Slater – Yes*)

ARTICLE 4. Approval of the Minutes of the November 24, 2021 Meeting: Motion by Clerk Slater, Supported by Treasurer Peirce to approve the minutes as presented. Motion Carried.

ARTICLE 5. Review and Consideration of Draft Township Board Committees Policy:

Manager Swayze reviewed the three documents included in the packet which included the current policy, the draft changes considered and tabled by the Township Board at the Board meeting and the draft changes provided by the Township Attorney. Discussion ensued. Committee member expressed opinions over the purpose of the committees and appointment and the problems (if any) with the current policy.

Treasurer Peirce and Clerk Slater indicated they would like to see the language changes recommended by the Township attorney in section III B (1) included, as well as the changes to IV (B). Grammatical error changes should be made as well. Trustee Noordhoek indicated he thought no changes were needed, and the policy should remain as is. Discussion ensued.

Motion by Clerk Slater, supported by Treasurer Peirce to have the suggested edits made and returned to the February committee meeting for consideration. Motion carried 2-1 (*Noordhoek- No; Peirce – Yes; Slater – Yes*)

ARTICLE 6. Public Comment: No public comment. Trustee Noordhoek indicated he wants the Roundhill Subcommittee recommendations on the February committee meeting agenda.

Adjournment: Motion by Trustee Noordhoek, Supported by Clerk Slater to adjourn the meeting. Motion carried. Meeting adjourned at 9:28 am

Approved by the Governance Committee – 2.23.22

Building Department

February Report Summary

- 710 permits issued
- 1,471 inspections performed

- Airport staff have contacted us to resume review of the proposed Consolidated Rental Car (CONRAC) facility. The initial review started prior to the pandemic and was subsequently put on hold. We will be working closely with the Fire Department as one of the unique issues for the project is the fueling location. This project along with the Concourse addition that is now underway will be great for the community.

- We have been working with both Plainfield and Vergennes Townships to ensure a smooth transition in providing building services. Staff at both communities have been great and the process is running smoothly!

- Implementation of the new fee schedule (effective Jan 1) has also been seamless. Contractors have accepted the new fees and appear to understand that we still offer a great value for the services provided. I will be reviewing the impact over the first half of the year and will provide an update then.

- Mechanical inspector, Jeff Biegalle, retired as of February 25th. Jeff was the third recent retirement from the building department. Dan Heyer, plumbing inspector, finished his career at the end of last year. Also, electrical inspector, Ken Davis, retired last summer. With the support of the Board, we were able to hire and train new staff to fill these roles without any interruption of service to residents.

Finally, I am working on a few "tweaks" to the monthly report package (summary, comm permits & category summary so far). If there is any additional information you would like to see, please let me know.

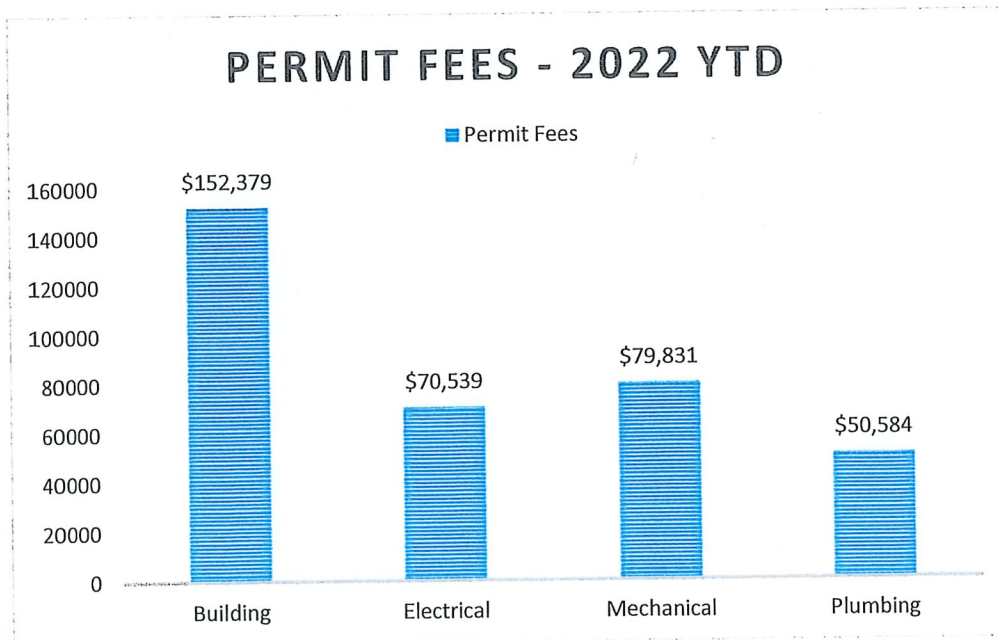
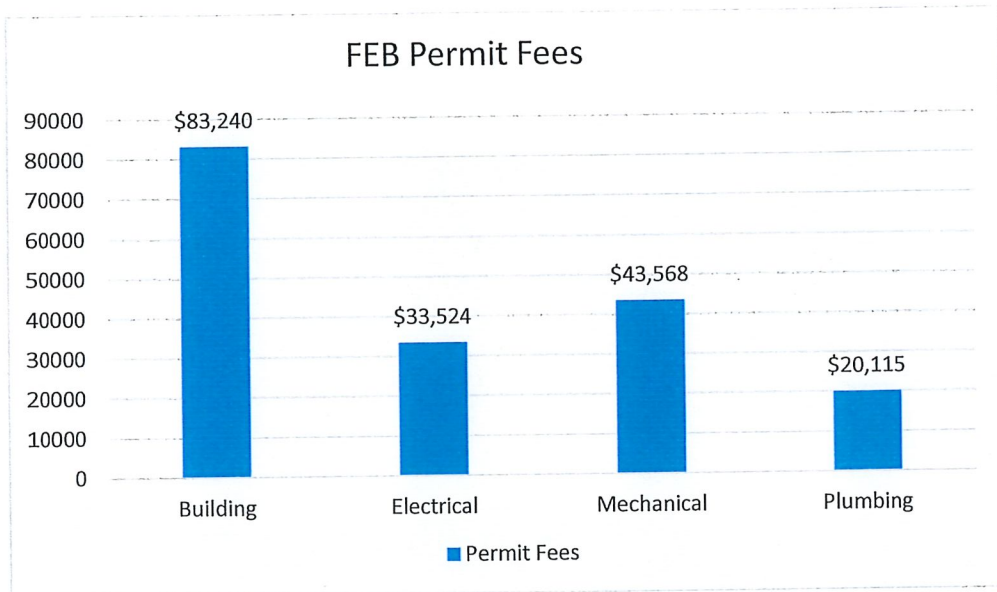
Thanks!

Brian Wilson

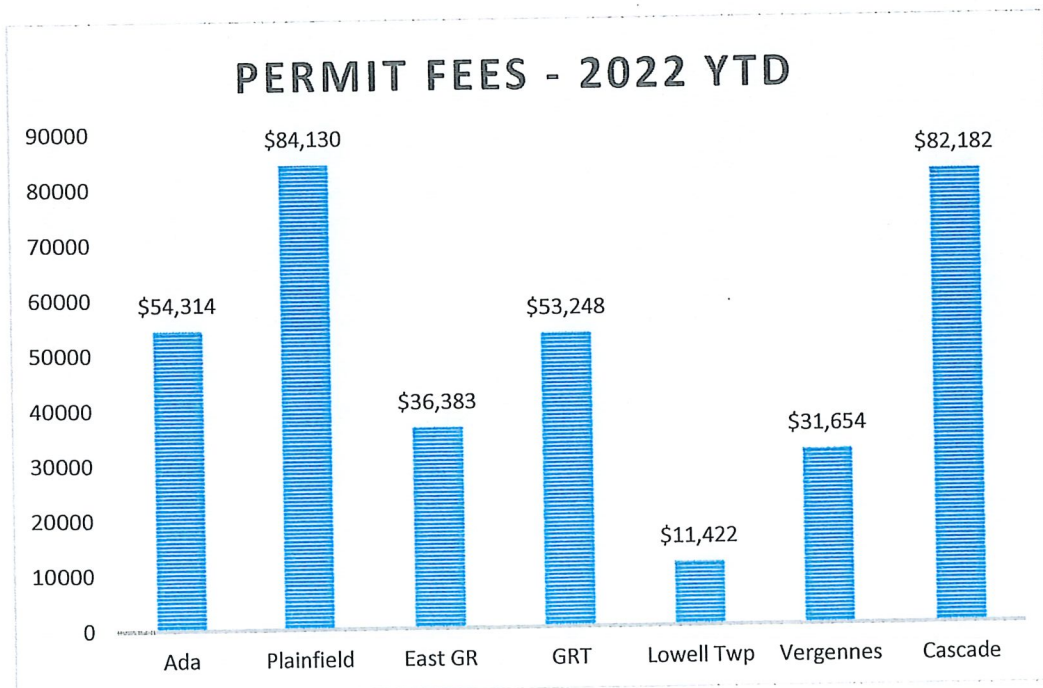
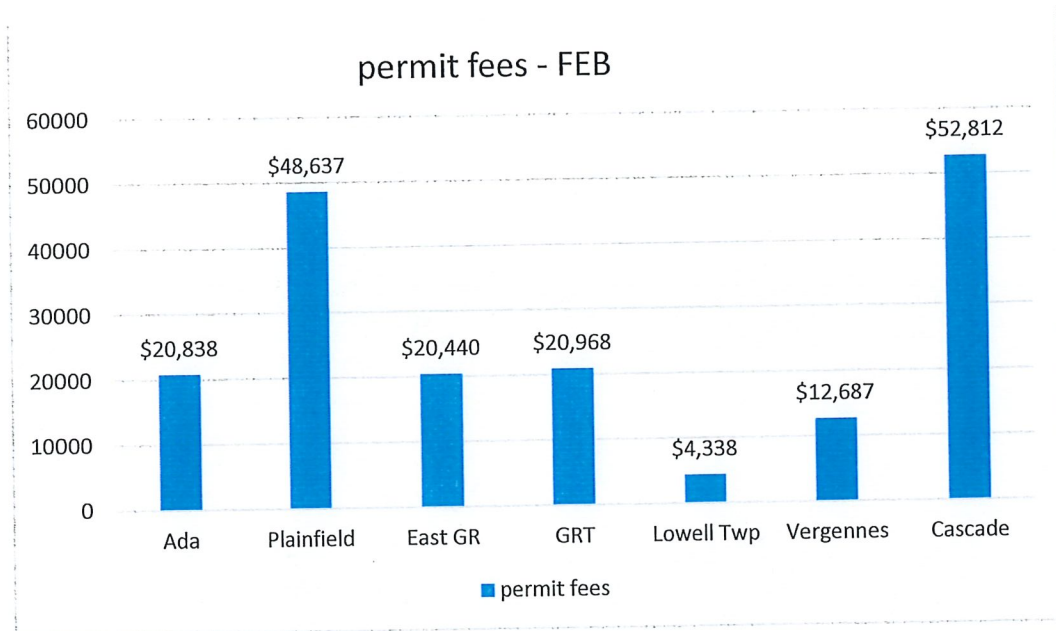
Cascade Inspection Services

FEBRUARY 2022

Permit Fees by Type



Permit Fees by Municipality



Township	#of Per Building	#of Per Electrical	# of Per Mechanical	# of Per Plumbing	Total Permits	Total Fees
PREV YTD TOTAL	121	174	260	136	691	\$172,886.25
FEB						
Cascade	23	37	60	23	143	\$52,812.00
Lowell Twp	5	7	10	2	24	\$4,338.00
Ada	15	14	34	23	86	\$20,838.00
Vergennes	6	8	18	4	36	\$12,687.00
GR Twp	19	27	42	25	113	\$20,968.00
EGR	23	30	32	21	106	\$20,440.00
Plainfield	34	37	95	36	202	\$48,363.50
					0	\$0.00
MONTH TOTAL	125	160	291	134	710	\$180,446.50
	\$ 83,240.00	\$ 33,524.00	\$ 43,567.50	\$ 20,115.00		
YTD						
TOTAL-2021	246	334	551	270	1401	\$ 353,332.75
TOTAL-2020	1974	2429	4018	1818	10239	\$ 1,967,041.60
TOTAL-2019	1628	2017	3410	1616	8671	\$ 1,726,619.65
TOTAL-2018	1675	2288	3478	1469	8910	\$ 1,591,688.45
TOTAL-2017	1705	2116	3585	1654	9060	\$ 1,996,897.00
TOTAL-2016	1758	2210	3273	1485	8726	\$ 1,762,559.25
TOTAL-2015	1475	1992	3217	1404	8088	\$ 1,414,495.24
TOTAL-2014	1510	1948	3070	1361	7889	\$ 1,594,801.81
TOTAL-2013	1354	1780	2860	1257	7251	\$ 1,469,705.70
TOTAL-2012	1241	1667	2583	969	6460	\$ 1,409,673.76
TOTAL-2011	1,122	1,349	2,134	835	5,440	\$ 1,065,999.29
TOTAL-2010	949	990	1585	753	4277	\$ 859,303.35
TOTAL-2009	850	1330	1644	625	4449	\$ 756,490.25
TOTAL-2008	712	875	1313	554	3463	\$ 571,382.75
TOTAL-2007	848	1043	1348	697	3933	\$ 951,266.55
TOTAL-2006	1032	1069	1447	778	4326	\$ 723,879.15
TOTAL-2005	1181	1547	2147	1243	5173	\$ 940,523.41
TOTAL-2005	1032	1369	1874	1111	5386	\$ 967,209.45

CASCADE CONSOLIDATED FEES
YEAR 2022

MONTH	Building Comm.	Building Residential	Electrical	Mechanical	Plumbing	TOTAL
JANUARY	\$979.00	\$5,974.00	\$9,237.00	\$9,231.00	\$3,949.00	\$29,370.00
FEBRUARY	\$22,696.00	\$6,474.00	\$12,096.00	\$7,809.00	\$3,737.00	\$52,812.00
MARCH						
APRIL						
MAY						
JUNE						
JULY						
AUGUST						
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						
YEAR END TOTAL	\$23,675.00	\$12,448.00	\$21,333.00	\$17,040.00	\$7,686.00	\$82,182.00
PERMIT # FOR MONTH	8	15	37	60	23	143
PREV PERMIT TOTAL	6	17	51	62	23	159
PERMIT TOTAL FOR YR	14	32	88	122	46	302
YEAR TO DATE	2022	\$82,182.00				
YEAR TO DATE	2021	\$44,185.00				
OVER	\$37,997.00					

CASCADE SINGLE FAMILY HOMES

	FEB	YTD 2022	2021	2020	2019
Number of Permits					
New Residential Homes	2	4	69	55	38
VALUE - RESIDENTIAL	\$ 1,400,000.00	\$ 3,030,000.00	\$ 36,003,102.00	\$ 36,322,102.00	\$ 18,187,545.00

Printed: 03/02/2022

Cascade Twp -Permit Report by Category/ Fe

1/1/2022 12:00:00 to 2/28/2022 12:00:00

Permit	Applicant	Address	Issue Date	Project Value	Permit Fee
Res. Single Family					
PB22000018	BDR CUSTOM HOMES	1236 BRIDLE CT SE	02/24/2022	650,000	2,124.00
PB22000140	ELON HOMES LLC	6799 BURTON ST SE	02/03/2022	750,000	2,225.00
				1,400,000	4,349.00
2	Permits	Value Total		1,400,000	4,349

CAS TWP COMMERCIAL PERMITS

Commercial, Add/Alter/Repair

Permit	Address	Parcel No.	Issue Date	Contractor	Work Description	Value
PB22000051	5680 KRAFT AVE SE	41-19-32-300-014	02/08/2022	FIRST COMPANIES INC	INTERIOR REMODEL - TH	\$80,000
PB22000100	5120 28TH ST SE	41-19-18-100-016	02/22/2022		INTERIOR REMODEL	\$3,281,868
PB22000133	3395 KRAFT AVE SE	41-19-18-477-025	02/01/2022	PIONEER GENERAL CON	INTERIOR REMODEL - Q	\$1,200,000
PB22000205	5925 28TH ST SE	41-19-08-376-006	02/15/2022	ABOUDIB TONY	INTERIOR REMODEL - C	\$25,000
PB22000243	3000 KRAFT AVE SE	41-19-17-103-002	02/24/2022		INTERIOR REMODEL - OF	\$30,000
PB22000258	6504 28TH ST SE	41-19-16-102-014	02/22/2022	VANDYKE RON	Remove walls per plan, rem	\$7,500
PB22000292	5300 PATTERSON AVE SE	41-19-31-100-045	02/28/2022	OWEN AMES KIMBALL C	INTERIOR DEMOLITION	\$50,000

OF PERMITS 7

Sign

Permit	Address	Parcel No.	Issue Date	Contractor	Work Description	Value
PB22000281	6777 CASCADE RD SE	41-19-09-451-052	02/25/2022	POSTEMA SIGNS & GRAP	SIGN - HOUSE OF BEAUT	\$5,525

OF PERMITS 1

8 Permits Value Total 4,679,893

Permit.Number Starts With pb220 AND
 Permit.DateIssued in <Previous month> [02/01/22 -
 02/28/22] AND
 Permit.Type Starts With COM

CAS TWP CATEGORY REPORT

Category	Estimated Cost	Permit Fee	Number of Permits
Commercial, Add/Alter/Repair	\$4,674,368	\$22,611.00	7
Detached Accessory Building	\$11,755	\$181.00	1
Res. Add/Alter/Repair	\$514,200	\$1,349.00	5
Res. Single Family	\$1,400,000	\$4,349.00	2
Residential - Other	\$10,962	\$85.00	1
Roofing	\$107,348	\$510.00	6
Sign	\$5,525	\$85.00	1
Totals	\$6,724,158	\$29,170.00	23

Permit.Number Starts With pb220 AND
 Permit.DateIssued in <Previous month> [02/01/22 -
 02/28/22]



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE Grand Rapids, Michigan 49546

Date: March 9, 2022
To: Supervisor Lesperance & Cascade Township Board
From: Benjamin Swayze, Township Manager
Subject: Township Committees Policy Update

FACTS:

At the January 12 Township Board meeting, the Township Board considered changes to the Township Committees Policy. At the time, the item was tabled and remanded to the Governance Committee to review.

The Governance Committee met at their regularly scheduled meetings on January 26 and February 23 to discuss and consider changes to the Township Board Committees policy.

Included for your review:

- Proposed Policy Changes by the Governance Committee
- Potential Policy Changes Offered by Township Attorney Michael Homier
- Current Policy

ANALYSIS & CONCLUSIONS:

The Committee reviewed and considered both the policy changes that were recommended as part of the January 12 Board meeting item and Attorney Homier draft during their meetings. After consideration, the following changes are being recommended (...and are highlighted in the attached draft policy):

- **Section III (B) (1)** – Added language that would allow committee members to serve until his/her successor is appointed
- **Section III (C) (3)** – Clarified language regarding special meetings
- **Section IV (B)** – Removed language requiring a Governance Committee recommendation in order for the Township Board to amend the policy
- **Grammatical Error Corrections**


The Governance Committee has recommended that the Township Board adopt the proposed amendments (2 – 1; Yeas - Peirce & Slater, Nays – Noordhoek)

FINANCIAL CONSIDERATIONS:

None

RECOMMENDED ACTION:

Consider Township Committee Policy Recommendations from the Governance Committee

CASCADE CHARTER TOWNSHIP, MICHIGAN			
	POLICIES AND PROCEDURES		# OF PAGES: <u>4</u>
			POLICY #: <u>Board - 2016-02</u>
	SUBJECT: Township Board Committees		APPROVED BY: TOWNSHIP SUPERVISOR, GRACE LESPERANCE
DEPARTMENT: Township Board	SUPERCEDES: Township Board Committees: Areas of Assignment	DATE OF ISSUE: December 14, 2016 Update: 8.11.21 Update: 3.09.22	DATE OF EFFECT: Immediate

I. PURPOSE

The purpose of this policy is to establish standing committees of the Township Board in order to promote efficient and effective review of Township business and make recommendations of action prior to the business being brought to the full Township Board for consideration.

II. POLICY STATEMENT

It is the policy of Cascade Township that we will utilize a committee structure to review the business of the Township Board and make recommendations for action to the full Board. The committees of the Township Board are advisory in nature only and have no authority to approve anything or otherwise make decisions that are reserved for the Township Board.

III. PROCEDURES

A. Establishment of Township Board Standing Committees – The Township Board will establish the **flowing following** standing Committees of the Township Board.

1. Personnel & Finance Committee: Items this committee are responsible for include:

- a. Personnel Manual Amendments
- b. Creation or **Eliminate Elimination** of Positions
- c. Personnel Realignment
- d. Manager Annual Evaluations
- e. Wages & Benefits
- f. Budget Review
- g. Audit Review
- h. Millages, Fees & Taxes
- i. Financial Policies
- j. Any Other Related Items

2. Infrastructure Committee: Items this committee are responsible for include:

- a. Roads

- b. Sidewalks & Pathways
- c. Water & Sewer Utilities
- d. Stormwater Management
- e. Streetlighting
- f. Transportation Services
- g. Cascade Dam
- h. METRO Act Permitting
- i. Regulated Utilities (Electric/Gas/Cable/Broadband)
- j. Any Other Related Items

3. Governance Committee: Items this committee are responsible for include:

- a. Ordinance creation/amendment/deletion
- b. Policies of the Township (not related to other committees)
- c. Technology Initiatives
- d. Library
- e. Intergovernmental Relations
- f. Any Other Related Items

4. Public Safety Advisory Committee: Items this committee is responsible for include:

- a. Fire Department Operations Review
- b. East Precinct Review
- c. Building Inspections Department Review
- d. Fire Department Capital Program
- e. Any Other Related Items

B. Standing Committee Structure – Each standing committee of the Township Board will be composed of three Township Board members. The Township Manager will be an Ad-Hoc member of each standing committee to provide policy analysis, but will not have any authority to vote. Other Township staff may be invited to the meetings at the discretion of the Township Manager.

1. Appointments – Appointments to the committees will be recommended by the Township Supervisor and confirmed by a majority vote of the full Township Board. At the final Township Board meeting of the year, committee appointments will be made for the following year. Committee members whose terms have expired may continue to serve on a committee until his or her successor is appointed and confirmed by majority vote of the full Township Board.

2. **Alternates** – The Township Supervisor will serve as the standing alternate for all committees, but will only attend the meeting in the case that one of the regular committee members cannot attend.
3. **Chair & Vice Chair** – Each committee will appoint a Chair and a Vice Chair each year. The **Chair Chair** shall have the responsibility to run the committee meeting and the Vice Chair will run the meeting in the absence of the Chair.

C. Meeting Structure – The Township Board standing committees are advisory in nature only; no official action may be taken by the committee.

1. **Recommendations** – It is the responsibility of the committee to make recommendations for action to the full Township Board.
2. **Regular Meetings** – Each committee will have one regularly scheduled meeting per month, which will be published as part of the Township annual meeting calendar, as well as on the Township website meeting calendar.
3. **Special Meetings** – A special meeting of the Committee may be called at any time by the Committee Chair and notice of the special meeting will be posted in compliance with ~~The calling of special meetings will abide by all applicable~~ Open Meetings Act rules.
4. **Minutes** – Minutes will be taken for all committee meetings. Minutes will be approved by the Committee and forwarded to the Township Board for approval as part of the Township Board consent agenda.
5. **Open Meetings Act** – Township committees will abide by the Open Meetings Act.

D. Ad Hoc Committees – From time-to-time the Township Board may wish to create an Ad-Hoc committee to address a specific issue facing the Township. Ad-Hoc committees may be created based on the following regulations.

1. **Creation** - The creation of an Ad-Hoc Committee must be approved by a simple majority of the Township Board.
2. **Appointments** – Appointments to an Ad-Hoc Committee of the Township Board shall be recommended by the Township Supervisor and confirmed by the Township Board. Ad-Hoc Committees may be comprised of Township Board Members, other appointed officials, Township Staff, Township residents or other members of the public. However, Ad-Hoc Committees may not have more than three Township Board members or any other board or authority of the Township.
3. **Structure** – Ad-Hoc Committees of the Township Board shall follow the same structure as the Standing Committees of the Township Board.

4. **Dissolution** – Once their purpose has been fulfilled, an Ad-Hoc Committee of the Township Board can be dissolved by a simple majority vote of the Township Board.


IV. REGULATION

A. Enforcement of Policy

1. The Township Supervisor, with assistance ~~for~~ from the Township Manager, shall be responsible for the oversight of the provisions contained within this policy.
2. The Township Manager or his/her designee shall be responsible for the implementation of the provisions contained within this policy

B. Adoption/Amendment of Policy

The Township Board of Trustees shall be responsible for the adoption of this policy. The amendment of this policy can be made by the Township Board ~~upon the recommendation of the Governance Committee.~~

CASCADE CHARTER TOWNSHIP, MICHIGAN			
	POLICIES AND PROCEDURES	# OF PAGES: <u>4</u>	POLICY #: Board - 2016-02
	SUBJECT: Township Board Committees		APPROVED BY: TOWNSHIP SUPERVISOR, GRACE LESPERANCE
DEPARTMENT: Township Board	SUPERCEDES: Township Board Committees: Areas of Assignment	DATE OF ISSUE: December 14, 2016 Update: 8.11.21	DATE OF EFFECT: Immediate

I. PURPOSE

The purpose of this policy is to establish standing committees of the Township Board in order to promote efficient and effective review of Township business and make recommendations of action prior to the business being brought to the full Township Board for consideration.

II. POLICY STATEMENT

It is the policy of Cascade Township that we will utilize a committee structure to review the business of the Township Board and make recommendations for action to the full Board. The committees of the Township Board are advisory in nature only and ~~have no authority to approve anything or otherwise make decisions that are reserved for them~~ may only make recommendations to the Township Board.

III. PROCEDURES

A. Establishment of Township Board Standing Committees – The Township Board will establish the ~~following following~~ standing Committees of the Township Board:

1. **Personnel & Finance Committee:** Items this committee are responsible for include:
 - a. Personnel Manual Amendments
 - b. Creation or Eliminate of Positions
 - c. Personnel Realignment
 - d. Manager Annual Evaluations
 - e. Wages & Benefits
 - f. Budget Review
 - g. Audit Review
 - h. Millages, Fees & Taxes
 - i. Financial Policies
 - j. Any Other Related Items

2. **Infrastructure Committee:** Items this committee are responsible for include:
 - a. Roads

- b. Sidewalks & Pathways
- c. Water & Sewer Utilities
- d. Stormwater Management
- e. Streetlighting
- f. Transportation Services
- g. Cascade Dam
- h. METRO Act Permitting
- i. Regulated Utilities (Electric/Gas/Cable/Broadband)
- j. Any Other Related Items

3. Governance Committee: Items this committee are responsible for include:

- a. Ordinance creation/amendment/deletion
- b. Policies of the Township (not related to other committees)
- c. Technology Initiatives
- d. Library
- e. Intergovernmental Relations
- f. Any Other Related Items

4. Public Safety Advisory Committee: Items this committee is responsible for include:

- a. Fire Department Operations Review
- b. East Precinct Review
- c. Building Inspections Department Review
- d. Fire Department Capital Program
- e. Any Other Related Items

B. Standing Committee Structure – Each standing committee of the Township Board will be composed of three Township Board members. The Township Manager will be an Ad-Hoc member of each standing committee to provide policy analysis, but will not have any authority to vote. Other Township staff may be invited to the meetings at the discretion of the Township Manager [or at the direction of the committee.](#)

- 1. Appointments** – Appointments to the committees will be recommended by the Township Supervisor and confirmed by a majority vote of the full Township Board. At the final Township Board meeting of the year, committee appointments will be made for the following year. [Committee members whose terms have expired may continue to serve on a committee until his or her successor is appointed and confirmed by majority vote of](#)

~~the full Township Board. In the event committee appointments are not made for the upcoming year, the previous year committee appointments will carry over until the new appointments are made.~~

2. **Alternates** – The Township Supervisor will serve as the standing alternate for all ~~committees, but~~committees but will only attend the meeting in the case that one of the regular committee members cannot attend.
3. **Chair & Vice Chair** – Each committee will appoint a Chair and a Vice Chair each year. The ~~Chair~~ Chair shall have the responsibility to run the committee meeting and the Vice Chair will run the meeting in the absence of the Chair.

C. **Meeting Structure** – The Township Board standing committees are advisory in nature only; ~~no official action may be taken by the committee.~~

1. **Recommendations** – It is the responsibility of the committee to make recommendations for action to the full Township Board.
2. **Regular Meetings** – Each committee will have one regularly scheduled meeting per month, which will be published as part of the Township annual meeting calendar, as well as on the Township website meeting calendar.
3. **Special Meetings** – A special meeting of the Committee may be called at any time by the Committee Chair ~~and notice of the special meeting will be posted in compliance with~~ ~~The calling of special meetings will abide by all applicable~~ Open Meetings Act ~~rules.~~
4. **Minutes** – Minutes will be taken for all committee meetings. Minutes will be approved by the Committee and forwarded to the Township Board ~~for approval as part of the Township Board consent agenda.~~
5. **Open Meetings Act** – Township committees ~~meetings~~ will ~~abide be open to the public and will be held subject to the~~by the Open Meetings Act.

Commented [HM1]: One thing that is also missing from this policy is the ability to remove committee members and how that would work. Also, would removal be permitted without cause or would removal have to be for cause, like misfeasance, malfeasance or non-feasance in office. Even then, because some or all members are township officials, they could be removed from committees but not as board members.

Also, the board should consider staggering the terms of committee members so that each year, only one member is up for reappointment. Or if the committee is larger than 3 members, then only a portion of the committee is up for reappointment. And, if the term extends over an election, then the term of office should coincide with the members term of office on the board.

D. **Ad Hoc Committees** – From time-to-time the Township Board may wish to create an Ad-Hoc committee to address a specific issue facing the Township. Ad-Hoc committees may be created based on the following regulations.

1. **Creation** - The creation of an Ad-Hoc Committee must be approved by a simple majority of the Township Board.
2. **Appointments** – Appointments to an Ad-Hoc Committee of the Township Board shall be recommended by the Township Supervisor and confirmed by the Township Board. Ad-Hoc Committees may be comprised of Township Board Members, other appointed officials, Township Staff, Township residents or other members of the public. However, Ad-Hoc

Committees may not have more than three Township Board members or any other board or authority of the Township.

3. **Structure** – Ad-Hoc Committees of the Township Board shall follow the same structure as the Standing Committees of the Township Board.
4. **Dissolution** – Once their purpose has been fulfilled, an Ad-Hoc Committee of the Township Board can be dissolved by a simple majority vote of the Township Board.

IV. REGULATION



A. Enforcement of Policy

1. The Township Supervisor, with assistance for the Township Manager, shall be responsible for the oversight of the provisions contained within this policy.
2. The Township Manager or his/her designee shall be responsible for the implementation of the provisions contained within this policy

B. Adoption/Amendment of Policy

The Township Board of Trustees shall be responsible for the adoption of this policy. The amendment of this policy can be made by the Township Board ~~upon the recommendation of the Governance Committee.~~

CURRENT POLICY

CASCADE CHARTER TOWNSHIP, MICHIGAN			
	POLICIES AND PROCEDURES	# OF PAGES: <u>4</u>	POLICY #: Board - 2016-02
	SUBJECT: Township Board Committees	APPROVED BY:  TOWNSHIP SUPERVISOR, GRACE LESPERANCE	
	DEPARTMENT: Township Board	SUPERCEDES: Township Board Committees: Areas of Assignment	DATE OF ISSUE: December 14, 2016 Update: 8.11.21

I. PURPOSE

The purpose of this policy is to establish standing committees of the Township Board in order to promote efficient and effective review of Township business and make recommendations of action prior to the business being brought to the full Township Board for consideration.

II. POLICY STATEMENT

It is the policy of Cascade Township that we will utilize a committee structure to review the business of the Township Board and make recommendations for action to the full Board. The committees of the Township Board are advisory in nature only and have no authority to approve anything or otherwise make decisions that are reserved for the Township Board.

III. PROCEDURES

A. Establishment of Township Board Standing Committees – The Township Board will establish the following standing Committees of the Township Board.

1. **Personnel & Finance Committee:** Items this committee are responsible for include:
 - a. Personnel Manual Amendments
 - b. Creation or Eliminate of Positions
 - c. Personnel Realignment
 - d. Manager Annual Evaluations
 - e. Wages & Benefits
 - f. Budget Review
 - g. Audit Review
 - h. Millages, Fees & Taxes
 - i. Financial Policies
 - j. Any Other Related Items

2. **Infrastructure Committee:** Items this committee are responsible for include:
 - a. Roads
 - b. Sidewalks & Pathways

- c. Water & Sewer Utilities
- d. Stormwater Management
- e. Streetlighting
- f. Transportation Services
- g. Cascade Dam
- h. METRO Act Permitting
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- j. Any Other Related Items

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- a. Ordinance creation/amendment/deletion
- b. Policies of the Township (not related to other committees)
- c. Technology Initiatives
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- e. Intergovernmental Relations
- f. Any Other Related Items

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- a. Fire Department Operations Review
- b. East Precinct Review
- c. Building Inspections Department Review
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B. Standing Committee Structure – Each standing committee of the Township Board will be composed of three Township Board members. The Township Manager will be an Ad-Hoc member of each standing committee to provide policy analysis, but will not have any authority to vote. Other Township staff may be invited to the meetings at the discretion of the Township Manager.

- 1. Appointments** – Appointments to the committees will be recommended by the Township Supervisor and confirmed by a majority vote of the full Township Board. At the final Township Board meeting of the year, committee appointments will be made for the following year.
- 2. Alternates** – The Township Supervisor will serve as the standing alternate for all committees, but will only attend the meeting in the case that one of the regular committee members cannot attend.

3. **Chair & Vice Chair** – Each committee will appoint a Chair and a Vice Chair each year. The Chair shall have the responsibility to run the committee meeting and the Vice Chair will run the meeting in the absence of the Chair.

C. Meeting Structure – The Township Board standing committees are advisory in nature only; no official action may be taken by the committee.

1. **Recommendations** – It is the responsibility of the committee to make recommendations for action to the full Township Board.
2. **Regular Meetings** – Each committee will have one regularly scheduled meeting per month, which will be published as part of the Township annual meeting calendar, as well as on the Township website meeting calendar.
3. **Special Meetings** – A special meeting of the Committee may be called at any time by the Committee Chair. The calling of special meetings will abide by all applicable Open Meetings Act rules.
4. **Minutes** – Minutes will be taken for all committee meetings. Minutes will be approved by the Committee and forwarded to the Township Board for approval as part of the Township Board consent agenda.
5. **Open Meetings Act** – Township committees will abide by the Open Meetings Act.

D. Ad Hoc Committees – From time-to-time the Township Board may wish to create an Ad-Hoc committee to address a specific issue facing the Township. Ad-Hoc committees may be created based on the following regulations.

1. **Creation** - The creation of an Ad-Hoc Committee must be approved by a simple majority of the Township Board.
2. **Appointments** – Appointments to an Ad-Hoc Committee of the Township Board shall be recommended by the Township Supervisor and confirmed by the Township Board. Ad-Hoc Committees may be comprised of Township Board Members, other appointed officials, Township Staff, Township residents or other members of the public. However, Ad-Hoc Committees may not have more than three Township Board members or any other board or authority of the Township.
3. **Structure** – Ad-Hoc Committees of the Township Board shall follow the same structure as the Standing Committees of the Township Board.
4. **Dissolution** – Once their purpose has been fulfilled, an Ad-Hoc Committee of the Township Board can be dissolved by a simple majority vote of the Township Board.

IV. REGULATION

A. Enforcement of Policy

- 1. The Township Supervisor, with assistance for the Township Manager, shall be responsible for the oversight of the provisions contained within this policy.**
- 2. The Township Manager or his/her designee shall be responsible for the implementation of the provisions contained within this policy**

B. Adoption/Amendment of Policy

The Township Board of Trustees shall be responsible for the adoption of this policy. The amendment of this policy can be made by the Township Board upon the recommendation of the Governance Committee.

MEMORANDUM

To: Cascade Charter Township Board
From: Brian Hilbrands, Interim Planning Director
Subject: Consider amendment to Patterson Ice Center PUD Ordinance to lift a number of existing use and development restrictions.
Meeting Date: March 9, 2022

The applicant is requesting final plan approval in order to amend the existing Planned Unit Development to lift a number of existing use and development restrictions. Attached to this memo is the Planning Commission staff report for changes to the Patterson Ice Center PUD. The Patterson Ice Center PUD was created in 1994 and this is the first amendment.

The applicant is requesting a total of 12 amendments to the PUD that focus on increasing the allowed capacity of the project, removing restrictions on what kind of groups and teams can use the facilities, and allowing for the sale of alcohol.

Since the application appears to meet the standards for a PUD as listed in Section 16.03 of the Zoning Ordinance and included in the Staff Report, staff have recommended approval of the proposed amendment.

The Planning Commission held a public hearing on this matter at the January 17, 2022 meeting and has recommended approval of the amendment to the PUD Ordinance.

Attachments: Planning Commission Staff Report
Proposed PUD Ordinance Amendment
Application package
Sheriff Department Calls
Current PUD Ordinance Patterson Ice Center #10 of 1994
Staff Report and PC Minutes from March, 1994

STAFF REPORT

STAFF REPORT: Case #21-3681/Patterson Ice Center
REPORT DATE: January 12, 2022
PREPARED FOR: Cascade Charter Township Planning Commission
MEETING DATE: January 17, 2022
PREPARED BY: Brian Hilbrands, Interim Planning Director

APPLICANT:

Andrew Longcore, Business Law GR
1555 Knapp St
Grand Rapids, MI 49505

STATUS OF APPLICANT: Representative for Owner

REQUESTED ACTION: Preliminary Plan Review for an amendment to the PUD Ordinance to lift a number of existing use and development restrictions.

EXISTING ZONING OF SUBJECT PARCEL(S): PUD 28

PROPERTY ADDRESS: 2550 Patterson Ave

GENERAL LOCATION: East side of Patterson Ave between Burton St and 28th St

PARCEL SIZE: Approximately 10.3 acres

EXISTING LAND USE ON THE PROPERTY: Patterson Ice Center

ADJACENT AREA LAND USES:
N, W – Residential
S – Schmohz Brewing, Michfab Machinery, Vesco Oil Corp.
E – Powell Relocation Group, Cascade Paper Convertor

ZONING ON ADJOINING PARCELS:
N – R1 (Residential)
S – I (Industrial)
E – PUD 29, I
W – R1-C (City of Kentwood)

STAFF COMMENTS:

1. The applicant is requesting Preliminary Plan Review to amend the existing Planned Unit Development ordinance to lift a number of existing use and development restrictions.

This PUD amendment application is a little different than others we have received in that there are no site improvements being proposed, just amendments to the PUD ordinance.

2. This was brought in front of the Planning Commission for a Basic Plan Review at the November 15, 2021 meeting. The applicant has provided the required information to proceed to the preliminary plan review.
3. The site was rezoned to PUD in 1994. It was rezoned in order to allow for the existing recreational ice center. As part of that original PUD approval there are a number of use and development restrictions included in the PUD ordinance.
4. I have once again included in your packet a staff report and minutes of Planning Commission meetings from March of 1994 regarding the original approval of the PUD. It appears that there was significant discussion and deliberation regarding the original approval. From a review of those minutes, it looks like the most prominent concerns that were brought up involved traffic capacity along Patterson Avenue and also the impact on property value of neighboring residences. Some of the restrictions on the allowed uses for the site appear to be aimed at limiting traffic concerns. As mentioned in the applicant's narrative, Patterson Avenue has been widened to 5 lanes since the PUD was originally approved.
5. The applicant is requesting a total of 12 amendments to the current PUD ordinance. These focus on increasing the allowed capacity of the project, removing restrictions on what kind of groups and teams can use the facilities, and allowing for the sale of alcohol.
6. Currently the ordinance requires that any event with an attendance exceeding 1,184 people shall require approval from the Township as a Special Event. The applicant originally requested that the language be amended to consider a Special Event as one that involves over 2,000 people in the building. After meeting with one of our Building Inspectors and the Fire Marshall, it was determined that the maximum occupancy of the building was actually 1,640 people. The applicant has revised their request to reflect this, and are now requesting that the language be amended to consider a Special Event as one that involves over 1,640 people in the building, at which point they would need to receive approval from the Township
7. As requested at the basic plan review, the applicant has provided a table that compares parking spaces and the number of ice sheets at other ice center locations around Kent County. The three other locations that have two ice sheets have an average of 364 parking spaces. The applicant shows there to currently be 391 parking spaces at Patterson Ice Center.
8. The parking requirements in the zoning ordinance require 1 parking space per 4 seats in an auditorium or place of assembly. A capacity of 1,640 people would require 410 parking spaces. The applicant's original request of a capacity of 2,000 people would have required 500 parking spaces. From a staff perspective, a capacity of 1,640 is much more

in-line with parking requirements. Staff are not aware of the Township having previously received any complaints regarding parking at the ice center.

9. The request is also being made to remove some of the restrictions that prevent collegiate, semi-professional or professional hockey games or game exhibitions, as well as professional or semi-professional pageants or ice shows. They would also like to remove a restriction that limits the use by collegiate hockey clubs or intramural teams to local colleges within the Grand Rapids metropolitan area. The applicant indicated at the basic plan review that they were not previously aware of these restrictions, and are asking for the amendments so that the PUD ordinance aligns with how they have already been using the facility.
10. The applicant is also requesting to allow for the sale and consumption of alcoholic beverages within the project, and also remove a restriction that requires security guards to be provided for all high school hockey games as well as any other time attendance is expected to exceed 500 or more people. The applicant has stated that they have already received a Class liquor license from the MLCC. There was some concern from the Planning Commission regarding what kind of behavior could occur at the facility if alcohol is allowed to be served and there are no security guards.
11. Staff requested a report from Deputy Omar Dieppa, Cascade’s community policing officer, regarding the calls that the Sheriff’s Department has responded to at the ice center over the last 5 years. Deputy Dieppa provided a report that included 32 calls at Patterson Ice Arena in the last 5 years, but he stated that none of the incidents were directly contributed to how the ice center was operating. The majority of calls were for incidents like traffic stops or suspicious persons calls that happened to occur on the ice center property. Deputy Dieppa stated that the Sheriff’s Department has not had an issue at the ice center. Staff are also not aware of any complaints being brought to the Township regarding how the ice center has been operating.
12. The applicant has applied for and received temporary use variances on three occasions to serve alcohol at charity events, the most recent of which was in 2015.
13. If Preliminary Plan Approval is given, then a PUD amendment will be written and brought back before the Planning Commission for a recommendation to the Township Board.

14. Standards

Section 16.03 of the Zoning Ordinance requires that a Planned Unit Development must demonstrate that:

Standard	Staff Comment
Granting of the Planned Unit Development rezoning will result in a recognizable and substantial benefit to the ultimate users of	The property is already zoned PUD. The proposed amendments would not change the primary use of the site.

the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved.	
In relation to underlying zoning, the proposed type and density of use shall not result in a material increase in the need for public services, facilities and utilities, and shall not place a material burden upon the subject or surrounding land or property owners and occupants or the natural environment.	The proposed use would not result in an increase in the need of public services.
The proposed development shall be compatible with the General Development Plan of the Township and shall be consistent with the intent and spirit of this Chapter.	The proposed use is consistent with what has been permitted on the site.
In relation to the underlying zoning, the proposed development shall not result in an unreasonable negative economic impact upon surrounding properties.	The proposed use should not result in an unreasonable economic impact.
The proposed development shall contain at least as much green area and usable open space as would otherwise be required by this Ordinance with respect to the most dominant use in the development.	N/A
The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this Ordinance. This provision shall not prohibit a transfer of ownership or control, upon due notice to the Planning Director of the Township.	Met

Staff Recommendation

Staff Recommends that you approve the preliminary plan. If approved, staff will prepare the PUD Ordinance for your review before you make a recommendation to the Township Board.

ATTACHMENTS:

- Application
- Parking Comparison
- Revised Occupancy Count
- Sheriff Department Calls
- Narrative
- Current PUD Ordinance – Patterson Ice Center #10 of 1994
- Staff Report and PC Minutes from March, 1994

CASCADE CHARTER TOWNSHIP
Ordinance #_ of 2022
AN ORDINANCE TO AMEND ORDINANCE #10 OF 1994, THE
PATTERSON ICE CENTER
PLANNED UNIT DEVELOPMENT PROJECT

CASCADE CHARTER TOWNSHIP ORDAINS:

Section 1. Amendment to the Patterson Ice Center PUD Ordinance

Section IV. Development Restrictions.

This section shall be amended to read as follows:

The Project shall be limited to a building occupancy of 1,640 persons. Any event with an attendance exceeding 1,640 persons shall be considered a "Special Event". Should the Project choose to host a "Special Event", permission from the Cascade Charter Township Board and the Fire Marshall shall be required. A request for a "Special Event" shall be done in writing and shall be submitted to the office of the Township clerk at least forty-five (45) days prior to the anticipated event. The written request shall include a brief description of the event, the anticipated number of persons attending the event, the anticipated seating arrangement and a map of locations where spill over parking will occur. Should parking be required off site from the Project, written verification shall be provided from the affected property owners stating that permission to use their property has been granted. Any approval from the Township for a "Special Event" can contain reasonable conditions.

Section VII. Permitted Uses.

This section shall be amended to read as follows:

The permitted uses for the Patterson Avenue Ice Center PUD are as follows:

The Project shall be limited to use as a recreation ice center. The ice arena may have a maximum of two (2) ice surfaces. The dimensions of the ice surfaces shall not exceed the interior main floor plan approved by the Planning Commission.

The Project shall be limited to the following uses by right:

1. All forms of public / private ice skating or in-line skating activities, including games, lessons, coaching and other forms of instruction, but excluding those uses listed in Section VIII below.
2. Volleyball, tennis, and soccer games and practices.
3. School and youth group games and practices as needed.

4. Professional / Semi-Professional hockey games and practices as needed.
5. Collegiate hockey club or intramural team games and practices as needed.
6. Food and Drink Concession ancillary to the recreational ice center.
7. Equipment sales and rentals related to the uses permitted above.

Section VIII. Use Restrictions.

This section shall be amended to read as follows:

The following uses are prohibited in the Project:

1. Auctions, Automotive Exhibitions, Close-out Sales, Concerts, Conventions, Flea Markets, Motorized Vehicle Racing, Trade Exhibitions, Trade Shows, or Wholesale Warehouse Sales.
2. Professional, Semi-professional volleyball, tennis and soccer games, practices or game exhibitions. Exhibitions does not include instructional demonstrations or seminars.
3. Collegiate volleyball, tennis and soccer games or game exhibitions. Exhibitions does not include instructional demonstrations or seminars.
4. Outdoor Sales and Events, unless approved by the Township Board as a "Special Event" (see Section VI., above).

Additional Use Restrictions

5. The sale or consumption of alcoholic beverages shall have the following restrictions:
 - a. Alcoholic beverages cannot be consumed in the lobby area.
 - b. Alcoholic beverages cannot be consumed in the rink areas during high school or college games.
 - c. Any event that involves serving liquor requires prior approval from the Township Board in the form of a request for a "Special Event". This provision may be revisited after two years if the property owner would like to revisit it at that time.
6. The Project shall be open for public admission as follows:
 - a. Sunday – 6:00 am to 11:00 pm
 - b. Monday through Saturday – 6:00 am – 12:00 midnight.

No permitted use may begin after 11:00 pm on Sunday and 12:00 midnight on all other days. All patrons of the Project shall leave the premises no later than one (1) hour after the closing of public admission.

7. No audio speakers or other sound amplification equipment shall be located, placed or installed outside of the ice center building.

Section 2. Effective Date

This PUD Ordinance amendment shall become effective upon publication in the Grand Rapids Press, a newspaper of general circulation within Cascade Charter Township.

Section 3. Effect

The Cascade Charter Township Zoning Ordinance, as amended, and the remainder of Ordinance #10 of 1994, as amended, except as otherwise expressly amended herein, shall remain in full force and effect.

The foregoing Ordinance amendment was offered by Board Member _____ supported by Board Member _____. The roll call vote being as follows:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

ORDINANCE DECLARED ADOPTED.

Sue Slater
Cascade Charter Township Clerk

CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted at a Regular Meeting of the Cascade Charter Township Board on the ____th day of _____ 2022.

Sue Slater
Cascade Charter Township Clerk



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE, Grand Rapids, Michigan 49546-7140

PLANNING & ZONING APPLICATION

APPLICANT: Name: Andrew Longcore, Business Law GR
 Address: 1555 Knapp
 City & Zip Code Grand Rapids MI 49505
 Telephone: (616) 528-0007
 Email Address: alongcore@businesslawgr.com

OWNER: * (if different from Applicant) Patterson Ice Center LLC
 Name: _____
 Address: 2550 Patterson SE
 City & Zip Code: Grand Rapids MI 49546
 Telephone: _____
 Email Address: _____

NATURE OF THE REQUEST: (Please check the appropriate box or boxes)	
<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Administrative Site Plan Review
<input type="checkbox"/> Deferred Parking	<input type="checkbox"/> P.U.D. – Rezoning *
<input type="checkbox"/> P.U.D. – Site Condominium *	<input type="checkbox"/> Rezoning
<input type="checkbox"/> Site Plan Review *	<input type="checkbox"/> Sign Variance Subdivision
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Plat Review *
<input type="checkbox"/> Zoning Variance	<input checked="" type="checkbox"/> Other: <u>PUD Amendment</u> *

** Requires an initial submission of 5 copies of the completed site plan*

See attached narrative

BRIEFLY DESCRIBE YOUR REQUEST:**

(**Use Attachments if Necessary)
-SEE OTHER SIDE-

2550 Patterson DRIVE

PUD AMENDMENT
CASCADE TOWNSHIP, MICHIGAN



2550 Patterson SE

PUD AMENDMENT STATEMENT AND NARRATIVE Patterson Ice Center #10 of 1994 September 28, 2021

41-19-07-301-023

Nature of the project

Patterson Ice Center LLC, is the property owner of the building located at 2550 Patterson Ave SE located within Cascade Township. The subject property is zoned within the Planned Unit Development (PUD) Ordinance #10 of 1994, which was created for the purpose of developing a recreational ice center and ancillary uses. The property is 11 total acres and contains one 65,000sf building with two ice surfaces designed for hockey use. The ice center has been operated successfully under the provisions of the PUD ordinance for over 25 years, hosting countless hockey tournaments, games, clinics, and open skating. After over 25 years of business, Patterson Ice Center LLC has discovered that some operational needs have evolved from what they were in 1994 and hereby requests formal amendment to the PUD Ordinance as required within PUD Ordinance #10 of 1994.

The PUD Ordinance amendments are requested as follows:

Section VI. Development Restrictions

(A) "No occupancy or use of the Project shall occur until and unless Patterson Avenue is widened to at least four (4) lanes from the Project's driveway entrance all the way south to Starr Avenue."

Patterson Avenue has been widened to 4 lanes to Starr Avenue to the south and beyond. Request to remove this language from the Ordinance.

(B) "High school hockey games shall be limited to evenings on Friday and Saturday only with no games commencing after 9:00 pm. This restriction shall be removed when Patterson Avenue is widened to at least four lanes from the Project all the way north to Burton Street."

Patterson Avenue has been widened to 4 lanes to Burton Street. Request to remove this language from the Ordinance.



2550 Patterson SE

(C) "The Project shall be limited to a building occupancy of 1,184 persons. Any event with an attendance exceeding 1,184 persons shall be considered a "Special Event". Should the Project choose to host a "Special Event", permission from the Cascade Charter Township Board and the Fire Marshall shall be required. A request for a "Special Event" shall be done in writing and shall be submitted to the office of the Township clerk at least forty-five (45) days prior to the anticipated event. The written request shall include a brief description of the event, the anticipated number of persons attending the event, the anticipated seating arrangement and a map of locations where spill over parking will occur. Should parking be required off site from the Project, written verification shall be provided from the affected property owners stating that permission to use their property has been granted. Any approval from the Township for a "Special Event" can contain reasonable conditions."

The capacity of 1,184 persons is for the larger rink at the facility. There is a smaller rink which has a capacity of just over 800. The total maximum capacity, at times when two games are going at once, is 1,984. Request to amend the Ordinance language to consider a "Special Event" as one that involves over 2,000 persons within the building.

Section VII. Permitted Uses

(D) "School and youth group practices as needed and as a result of foul or unreasonable weather."

Request that "and as a result of foul or unreasonable weather" be removed.

(E) "Professional / Semi-Professional hockey practices, limited to the operating hours before 1:00 pm."

Request that the limitation of operating hours before 1:00 pm be removed.

(F) "Collegiate hockey clubs or intramural teams, limited to local colleges within the Grand Rapids metropolitan area."

Request to eliminate the limitation to local colleges within the Grand Rapids metropolitan area.

Section VIII. Use Restrictions

(G) Uses determined by the Planning Director as being substantially similar to the uses prohibited above

Request to remove this section of the Ordinance.

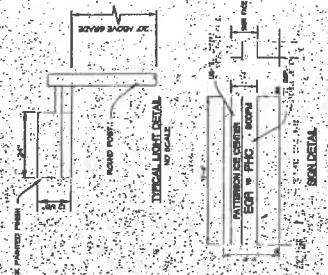
(H) "Professional, Semi-professional hockey games or game exhibitions. Exhibitions does not include instructional demonstrations or seminars."



2550 Patterson SE

Patterson Ice Center, LLC has continuously fulfilled the Ordinance requirements since 1994. As described in the Site Development Standards, proper landscaping and appropriate signage were installed during site construction. The PUD has also demonstrated a recognizable benefit to the community, providing necessary recreation and hockey-specific competition in a location where those uses are highly desired. Patterson Ice Center continues to be compatible with the Cascade Township Master Plan and the spirit and intentions of the PUD. Approval of this amendment will ensure that Patterson Ice Center will be able to continue as a successful member of the Cascade community.

Attachments: PUD Ordinance #10 1994
PUD Amendment Application



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

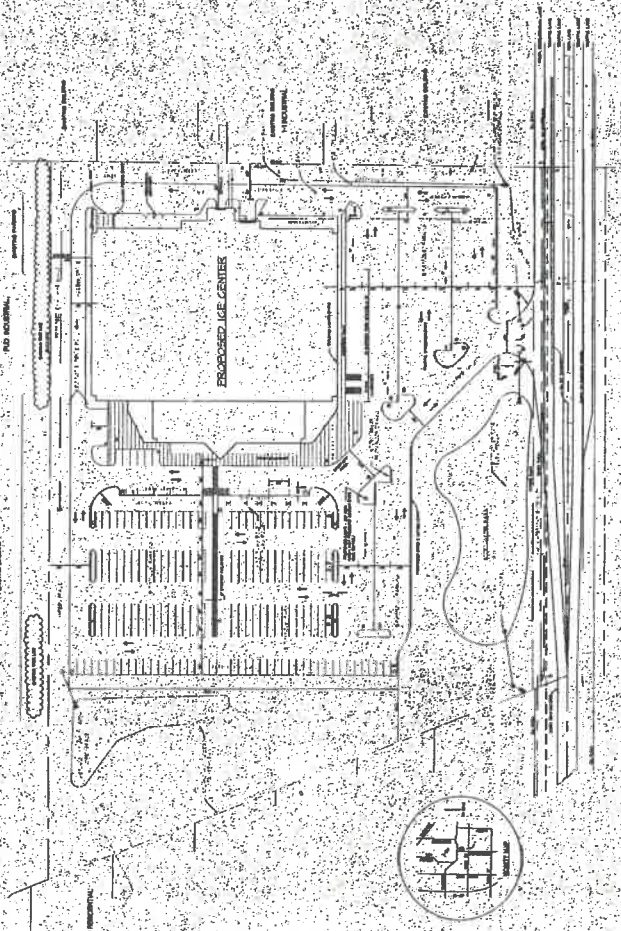
6. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

7. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL CHANGES AND CORRECTIONS.

8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDS.

10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SCHEDULE.



PROPOSED SITE PLAN
SCALE: 1" = 50'

PATTERSON ICE CENTER
CASCADE, MICHIGAN

DATE	DESCRIPTION

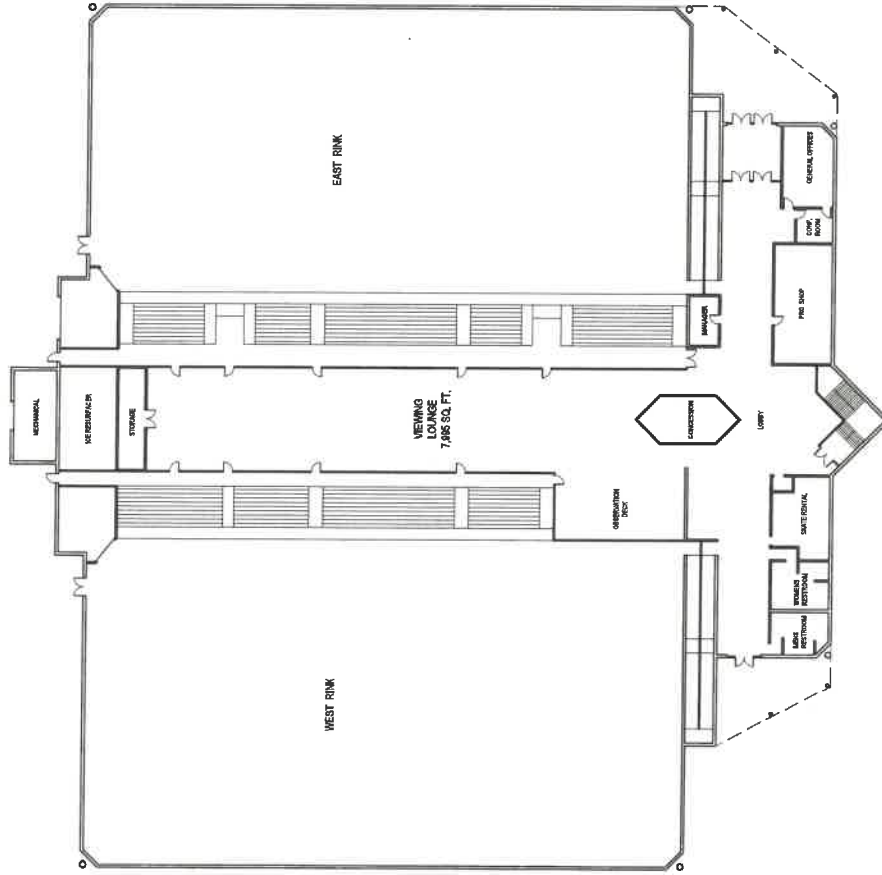
D T S
DATE



Scale: 1/8" = 10'
Date: 10/1/13
Project: Patterson Ice Center
Sheet: SITE

041-000513
Patterson

Location	Facility	Parking Spaces	Alcohol?
Georgetown Ice Arena	2 sheets of ice	374	no
Cedar Rock Sports Plex	1 sheet of ice, 1 indoor soccer field	181	yes
Southside Ice Arena	2 sheets of ice	468	no
Griff's Icehouse	2 sheets of ice	249	no
Patterson Ice Arena	2 sheets of ice	391	yes



WEST RINK ACTUAL SEAT COUNT = 477
 EAST RINK ACTUAL SEAT COUNT = 633
 VIEWING LOUNGE CAPACITY (1 PERSON/SQ. FT.) = 533
 TOTAL = 1,643

Exhibit A
Patterson Ice Center Parking Spaces
391 Total



Report Date	Description
09/16/2021	ALARM-INTRUSION / BURGLAR ALA...
08/25/2021	TRAFFIC STOP
08/15/2021	TRAFFIC STOP
08/13/2021	TRAFFIC STOP
11/03/2020	DOMESTIC ASSAULT 1ST OFFENSE
10/23/2020	Suspicious
04/16/2020	SUSPICIOUS CONDITION/NOISE/SU...
03/05/2020	TRAFFIC STOP
01/03/2020	MINOR IN POSSESSION-IN PROGRE...
10/23/2020	Child Custody Violation
12/19/2019	ASSIST-ASSIST A MOTORIST
10/28/2019	ALARM-INTRUSION / BURGLAR ALA...
10/26/2019	ALARM-INTRUSION / BURGLAR ALA...
10/22/2019	ASSIST
10/06/2019	STALKING/HARASSMENT
09/11/2019	TRAFFIC CRASH - PROPERTY DAMA...
01/22/2019	TRAFFIC HAZARD
01/25/2019	threats
10/02/2018	TRAFFIC STOP
08/12/2018	ALARM
07/27/2018	TRAFFIC STOP
05/05/2018	TRAFFIC STOP
02/27/2018	VCSA
02/21/2018	ASSIST
12/16/2017	TRAFFIC STOP
11/22/2017	SUSPICIOUS CONDITION/NOISE/SU...
11/09/2017	TRAFFIC CRASH - PERSONAL INJURY
10/14/2017	PATROL ASSIGNMENT
06/13/2017	ALARM
06/04/2017	SUSPICIOUS CONDITION/NOISE/SU...
05/15/2017	LOITERING
03/03/2017	TRAFFIC STOP

PUD Ordinance - Patterson Ice Center #10 of 1994

CASCADE CHARTER TOWNSHIP

Ordinance 10 of 1994

AN ORDINANCE TO AMEND THE CASCADE CHARTER TOWNSHIP ZONING ORDINANCE AND ZONING MAP TO ESTABLISH THE PATTERSON AVENUE ICE CENTER PLANNED UNIT DEVELOPMENT PROJECT.

Cascade Charter Township Ordains:

Section I. An Amendment to The Cascade Charter Township Zoning Ordinance

The application received from Continental Development Company or their assigns (hereinafter referred to as the "Developer"), for Planned Unit Development designation for the Patterson Avenue Ice Center Project (hereinafter referred to as the "Project") was recommended by the Cascade Charter Township Planning Commission for approval on March 10, 1994. The Project is recommended for rezoning from R-1, Residential to PUD, Planned Unit Development permitting the development of a recreational ice center and its ancillary uses. This action requires an amendment to the Cascade Charter Township Zoning Ordinance and Zoning Map to incorporate the Planning Commission's recommendation and the Cascade Charter Township Board of Trustees' action on March 23, 1994.

Section II. Legal Description.

The legal description of the Project is as follows:

Parcel A:

That part of the SW fractional ¼, Section 7, T6N, R10W, Cascade Township, Kent County, Michigan, commencing 1715 feet North of the SW corner of Section; thence East parallel with the South Section line 640 feet; thence North 524 feet more or less to the centerline of County Drain; thence Southwesterly along said centerline to the West Section line; thence South 293.6 feet to beginning.

Parcel B:

Part of the southwest fractional ¼, commencing 1715 feet North of the Southwest corner of the Section, thence East parallel with the South Section line 640 feet, thence South 340 feet to the North line of the South 80 acres of the Southwest fractional quarter, thence West along the North line of said 80 acres, 640 feet to the West Section line, thence North 340 feet to the place of beginning, Section 7, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan.

Total Acres A + B = 11.0 Acres

Section III. General Provisions

The following provisions shall hereby apply to the Project, in addition to those Provisions outlined in Chapter 16 of the Cascade Charter Township Zoning Ordinance (Ordinance No. 11 of 1988, as amended).

Section IV. Purpose

The Project occupies approximately 11.0 acres of land that is currently being used and occupied by two (2) single family residential homes and their ancillary uses. The purpose of the PUD designation is to allow for the development of an ice center for amateur use (except as otherwise expressly provided herein), that will provide recreational and organized ice sport opportunities to Cascade Township and the greater Grand Rapids metropolitan area.

Section V. Approval Limitations.

The provisions of this Ordinance are not intended as a substitute for the Cascade Charter Township Zoning Ordinance and the General Development Plan, nor do they in any way relieve the Developer from obtaining all approvals and permits required by the township, except as otherwise expressly provided herein. In the event that a development issue or site plan element is not addressed by this Ordinance, the specifications and requirements of the Cascade Charter Township Zoning Ordinance shall be enforced.

Except as otherwise provided herein, the Developer and his assigns must meet all applicable provisions and regulations of Cascade Charter Township, as well as federal and state law, and must obtain all necessary approvals from state and county governmental agencies that are required for operation or use.

This PUD approval is expressly contingent upon all conditions of approval herein remaining fully effective and valid. If any condition imposed herein is determined to be illegal or contrary to law as a result of a successful legal challenge by the Developer or its assigns, or any other party, the Township reserves the right to review the entire project under the PUD provisions of the Cascade Charter Township Zoning Ordinance, and further, to withdraw its approval of this PUD if it finds that, absent the effect of any condition imposed herein, the PUD no longer meets the standards for PUD approval contained in the Zoning Ordinance.

All conditions contained herein shall be binding upon the Developer, as well as its successors, tenants and assigns. The conditions may be modified or amended only pursuant to a formal amendment of the PUD approval and ordinance amendment.

This approval document shall be recorded with the Kent County Register of Deeds by the Developer prior to construction occurring on site and shall run with and bind the lands involved. Copies of this recorded document shall be supplied by the Developer to the Cascade Charter Township Clerk.

Failure to comply with the site plan or any condition of approval herein shall be deemed a violation of the Cascade Charter Township Zoning Ordinance.

Section VI. Development Restrictions.

No occupancy or use of the Project shall occur until and unless Patterson Avenue is widened to at least four (4) lanes from the Project's driveway entrance all the way south to Starr Avenue.

High school hockey games shall be limited to evenings on Friday and Saturday only, with no games commencing after 9:00 pm. This restriction shall be removed when Patterson Avenue is widened to at least four lanes from the Project all the way north to Burton Street.

The Project shall be limited to a building occupancy of 1,184 persons. Any event with an attendance exceeding 1,184 persons shall be considered a "Special Event". Should the Project choose to host a "Special Event", permission from the Cascade Charter Township Board and the Fire Marshall shall be required. A request for a "Special Event" shall be done in writing and shall be submitted to the office of the Township clerk at least forty-five (45) days prior to the anticipated event. The written request shall include a brief description of the event, the anticipated number of persons attending the event, the anticipated seating arrangement and a map of locations where spill over parking will occur. Should parking be required off site from the Project, written verification shall be provided from the affected property owners stating that permission to use their property has been granted. Any approval from the Township for a "Special Event" can contain reasonable conditions.

Section VII. Permitted Uses

The permitted uses for the Patterson Avenue Ice Center PUD are as follows:

The Project shall be limited to use as a recreation ice center. The ice arena may have a maximum of two (2) ice surfaces. The dimensions of the ice surfaces shall not exceed the interior main floor plan approved by the Planning Commission.

The Project shall be limited to the following uses by right:

1. All forms of public / private ice skating or in-line skating activities, including games, lessons, coaching and other forms of instruction, but excluding those uses listed in Section VIII below.
2. Volleyball, tennis, and soccer games and practices.
3. School and youth group practices as needed and as a result of foul or unreasonable weather.
4. Professional / Semi-Professional hockey practices, limited to the operating hours before 1:00 pm.
5. Collegiate hockey clubs or intramural teams, limited to local colleges within the Grand Rapids metropolitan area.
6. Food and Drink Concession ancillary to the recreational ice center.
7. Equipment sales and rentals related to the uses permitted above.

Section VIII. Use Restrictions.

The following uses are prohibited in the Project:

1. Auctions, Automotive Exhibitions, Close-out Sales, Concerts, Conventions, Flea Markets, Motorized Vehicle Racing, Trade Exhibitions, Trade Shows, or Wholesale Warehouse Sales.

2. Uses determined by the Planning Director as being substantially similar to the uses prohibited above.
3. Professional, Semi-professional hockey games or game exhibitions. Exhibitions does not include instructional demonstrations or seminars.
4. Professional, Semi-professional volleyball, tennis and soccer games, practices or game exhibitions. Exhibitions does not include instructional demonstrations or seminars.
5. Professional or semi-professional pageants or ice shows (e.g., Ice Capades, Holiday on Ice or other similar events).
6. Collegiate hockey games or game exhibitions. Exhibitions does not include instructional demonstrations or seminars.

The Project shall be limited to the following uses by right:

7. All forms of public / private ice skating or in-line skating activities, including games, lessons, coaching and other forms of instruction, but excluding those uses listed in Section VIII below.
8. Volleyball, tennis and soccer games and practices.
9. School and youth group practices as needed and as a result of foul or unseasonable weather.
10. Professional / Semi-professional hockey practices, limited to the operating hours before 1:00 pm.
11. Collegiate hockey clubs or intramural teams, limited to local colleges within the Grand Rapids metropolitan area.
12. Food and Drink Concession ancillary to the recreational ice center.
13. Equipment sales and rentals related to the uses permitted above.

Section VIII. Use Restrictions

The following uses are prohibited in the Project:

1. Auctions, Automotive Exhibitions, Close-out Sales, Concerts, Conventions, Flea Markets, Motorized Vehicle Racing, Trade Exhibitions, Trade Shows, or Wholesale Warehouse Sales.
2. Uses determined by the Planning Director as being substantially similar to the uses prohibited above.

3. Professional, Semi-professional hockey games, practices or game exhibitions. Exhibitions does not include instructional demonstrations or seminars.

4. Professional, Semi-professional volleyball, tennis and soccer games, practices or game exhibitions. Exhibitions does not include instructional demonstrations or seminars.

5. Professional or semi-professional pageants or ice shows (e.g., Ice Capades, Holiday on Ice or other similar events).

6. Collegiate hockey games or game exhibitions. Exhibitions does not include instructional demonstrations or seminars.

7. Collegiate volleyball, tennis and soccer games or game exhibitions. Exhibitions does not include instructional demonstrations or seminars.

8. Outdoor Sales and Events, unless approved by the Township Board as a "Special Event" (see Section VI.C, above).

Additional Use Restrictions

9. The sale or consumption of alcoholic beverages shall be prohibited within the Project.

10. The Project shall be open for public admission as follows:

a. Sunday – 6:00 am to 11:00 pm

b. Monday through Saturday – 6:00 am – 12:00 midnight.

No permitted use may begin after 11:00 pm on Sunday and 12:00 midnight on all other days. All patrons of the Project shall leave the premises no later than one (1) hour after the closing of public admission.

11. Security guards shall be provided at all high school hockey games and at any other time the attendance is expected to exceed 500 or more persons. Security shall be at the expense of the developer and shall be provided until one (1) hour after the last hockey game or until the closing of the ice center, whichever is the lesser time period.

12. No audio speakers or other sound amplification equipment shall be located, placed or installed outside of the ice center building.

Section IX. Design Guidelines, Requirements and Limitations

The Project shall be developed in accordance with the site plan approved by the Township Planning Commission. No alterations, expansions or additions may take place to the Project without an amendment to this Ordinance.

A. Site Development Standards:

1. Maximum Height – 35 feet or 2 stories whichever is the lesser.

2. Setback Requirements:

Front: 225 feet

Side: 25 feet

Rear: 50 feet

3. Maximum Building Size – 74,975 square feet.

4. Minimum Number of Parking Spaces – The Project shall provide a minimum of 396 on site parking spaces. In the event the Project shall increase in size additional parking shall be installed consistent with Section 19.21 of the Zoning Ordinance.

B. Signs:

1. One (1) monument style sign not to exceed 32 square feet of total sign face area. The sign shall not exceed five (5) feet in height and shall be setback 25 feet from the future right of way line of Patterson Avenue.

2. Directional signs and construction signs consistent with the Cascade Charter Township Sign Ordinance (Ordinance 12 of 1994, as amended).

Landscaping Bufferyard Requirements:

13. The Project shall be required to install a "D" type landscape bufferyard along the east and south property line of the development and a "G" type landscape bufferyard along the west and north property line of the development, in accordance with Chapter 20 of the Cascade Charter Township Zoning Ordinance. Installation of the bufferyard shall be in accordance with the Landscape Plan approved by the Cascade Charter Township Planning Department.

14. Internal landscaping for the Project's parking lots shall be consistent with the requirements set forth in section 20.09 of the Zoning Ordinance.

15. Landscaping shall be installed within ninety (90) days of completion of the Project, unless otherwise permitted in writing by the Planning Director at a later date.

16. Landscaping materials shall be consistent with Section 20.05 of the Zoning Ordinance.

17. All landscaping shall be hardy plant materials and maintained thereafter in a neat and orderly manner. Withered and/or dead

plant materials shall be replaced within a reasonable period of time but no longer than one growing season.

Section X. Temporary Buildings

No structure of a temporary nature, trailer, tent or construction shack shall be constructed, placed or maintained within the Project except accessory to and during construction of building expansions or infrastructure improvement.

Section XI. Utilities

The Project shall be served with public water and public sewer at the developer's expense. The on-site water and sewer design and the connection to the public water and sewer systems shall be approved by the township and the City of Grand Rapids prior to installation. Said improvements shall be consistent with the Sewer and Water Master Plans for Cascade Township.

The Developer shall provide all necessary easements within the Project for telephone, electricity, gas and cable television to the appropriate utility provider without cost. In the event the Township requires additional sewer and water service easements in the future, the Developer shall provide them at all reasonable locations. Said easements shall be recorded with the Kent County Register of Deeds and provided to each utility provider for their records.

Section XII. Miscellaneous Development Requirements

Prior to construction, the Developer shall submit a soil erosion control plan showing all temporary and permanent soil erosion control measures to be taken before, during, and after construction on the site. This plan shall be reviewed and approved by the Township Engineer prior to commencing any building on the site.

The Township Planning Department shall receive copies of all correspondence and permits from the Kent County Drain Commissioner regarding storm water disposal.

The Township Planning Department shall receive copies of all correspondence and permits from the Michigan Department of Natural Resources regarding wetlands and wetland mitigation on the Project site.

The Developer shall submit sufficient and reasonable financial and marketing information to the Township Attorney to determine the developer's financial capabilities to fully develop and market the Project. All financial and marketing materials considered private in nature or proprietary shall be confidential between the attorney and the developer.

The Developer has agreed to guarantee the current value of all properties located in the Crickside Plat. This guarantee will be in the form of an irrevocable letter of credit or other similar form of financial guarantee from the developer to the affected property owners of land within the Crickside Plat. The irrevocable letter of credit or other type of financial guarantee hereunder shall be in the amount of \$100,000 and shall be in a form approved by the Township Planning Director and Township Attorney. Current value is considered two (2) times the

1994 SEV plus 12 percent (see attached "Exhibit – A"). It is agreed the developer will pay the difference between the property's current value and the selling price. The guarantee presumes that any sale would be a bona fide sale to an unrelated third party and considered an "arms length" transaction. It also presumes the affected property owner will continue normal repair and maintenance of the property in a manner that will not cause a decrease in the current value. This property value guarantee has been suggested by and agreed to by the developer and will remain in effect for five (5) years after the approval of this PUD. If a property owner proposes to sell his or her property for less than the current value, the property owner shall notify the developer in writing of that fact and the listing price at least ten (10) days before so listing the property for sale such that the developer will have the same opportunity to purchase the property for said amount as any other prospective purchaser. Such notice shall also occur for all re-listings of the property below current value. If a property owner wishes to take advantage of this guarantee and the property owner has not sold his or her property within 4-1/2 years of the date of this approval, the property owner shall list the property for sale during the final six (6) months of the guarantee and shall actively and diligently pursue a sale during said six (6) month time period.

Section XIII. Performance Guarantee

To insure compliance with this Ordinance and any conditions herein, Cascade Township may require reasonable performance guarantees, as authorized under the Township Rural Zoning Enabling Act to insure completion of improvements such as, but not limited to, landscaping, drainage, lighting, roads, and utilities. The Township Board, Engineer, or Planning Director may require such guarantees at any time they deem necessary to insure completion of the improvements.

Section XIV. Consistency With Planned Unit Development (PUD) Standards

The Township the rezoning to Planned Unit Development will result in a recognizable benefit to the ultimate users of the Project and to the community. Current and future residents will recognize the benefits a recreational ice center will have on their physical well being and participate in activities offered at the facility.

In relation to the underlying zoning (R1, Residential), the Township finds the Project will not result in a material increase in the need for public services, facilities and utilities and will not place a material burden upon the subject property and the surrounding properties. Sewer and water service are readily available to the Project. Concerns about the capacity of the road have been alleviated by the Developer agreeing to contribute funds to the widening of Patterson Avenue. Storm water concerns have also been addressed by the Developer providing a storm water detention basin with capacity that meets or exceeds the requirements of the Kent County Drain Commissioner and Township Engineer.

The Project has been determined by the Township to be compatible with the General Development Plan of the Township and with the spirit and intent of the Planned Unit Development Chapter of the Zoning Ordinance by demonstrating that ice centers have been successfully located in residential areas in other communities without a loss in property values. It is also noted that the Patterson Avenue area is in a state of transition, where residential property use may no longer be viable due to the increased amounts of traffic bisecting the neighborhood. The proposed ice center would provide a reasonable transitional use between the industrially zoned properties to its south and east and the residentially zoned properties to the north and west. The proposed ice center also provides recreational benefits to the community, which the General Development Plan advocates.

The Township finds the Project will not result in an unreasonable negative economic impact upon surrounding properties as the developer has agreed to guarantee the values of the residential properties in the Crick side Plat.

The Township finds the Project to have at least as much green and usable open space as would be required by the Township Zoning Ordinance. It is noted that a residential development could in fact require more impervious surfaces and few expanses of usable open space than the proposed Project.

Finally, the Township recognizes the Project will be under single ownership or control. The Township recognizes that Continental Development or its assigns will retain ownership and shall be responsible for the completion of the Project in compliance with this PUD Ordinance and all other ordinances of Cascade Charter Township.

Section XV. Effective Date

This Ordinance shall become effective upon publication of the ordinance, or a summary thereof, in **The Grand Rapids Press**, a newspaper of general circulation within Cascade Charter Township.

The foregoing Ordinance was offered by Board Member VanStrien, supported by Board Member Johnson. The roll call vote being as follows:

YEAS: Boonenberg, Carpenter, Henning, Johnson, Julien and VanStrien

NAYS: None

ABSTAIN: None

ABSENT: Hansen

Brenda J. Henning

Cascade Charter Township Clerk

CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted at a Regular Meeting of the Cascade Charter Township Board on the 23rd day of March, 1994.

Brenda J. Henning

Cascade Charter Township Clerk

(see Original PUD Ordinance for attached Exhibit "A".)

MEMORANDUM

TO: Cascade Charter Township Board
FROM: Jay W. Cravens, Planning Director
DATE: March 19, 1994
SUBJECT: Case #93-1702 Continental Development / Patterson Ice Center



Attached with this memorandum you will find a copy of the revised Staff Report sent to the Planning Commission regarding the ice center project. A draft copy of a PUD ordinance is also enclosed for your consideration. You will also find a draft copy of the Planning Commission minutes of March 10th and March 14th.

At the March 10, 1994 meeting, the Planning Commission decided on a 6 - 2 vote to recommend approval of the Patterson Ice Center Project. This approval was based upon Planning Commission members' opinions that the project had changed sufficiently to address their concerns about the traffic capacity of Patterson Avenue, the developer's willingness to guarantee the property values of the residents of the Crickside Plat and the apparent metropolitan need for more recreational ice surfaces.

On March 14, 1994 the Planning Commission, along with the developer and myself reviewed a preliminary draft of a PUD ordinance for the ice center. At this meeting, the developer was also given the opportunity to comment on this preliminary draft ordinance. During the discussion of the proposed ordinance the developer proposed additional permitted uses for the ice center were added such as: volleyball, tennis, and soccer. After some debate the Planning Commission felt these additional uses would be acceptable.

The only outstanding "disagreement" with the ordinance between the Planning Commission and myself is the hours of operation permitted for the ice center. The developer argues that additional hours are needed to insure greater profitability for the facility. I feel the hours should be somewhat restrictive since the area is transitional between the industrial and neighboring residential area. The area is not a commercial area like 28th Street.

While I continue to feel the use is not appropriate to the area at this given time, the Planning Commission feels otherwise. If the Township Board should approve the request, I would strongly recommend that you review the requirements set forth in Section 16.03 (2) of the Zoning Ordinance and determine how the ice center meets these required standards. These required standards are described in my Staff Report. The developer's legal counsel has also prepared his interpretation of these requirements, which are on the pink sheet of paper. I would suggest the Board look at each set of these interpretations of Section 16.03 (2) and select the response most appropriate to your action.

The attached PUD ordinance has been reviewed by the Township's attorney. I feel the proposed draft allows for the development of the ice center as requested by the developer. It also provides use restrictions which I feel protect the interests of the affected residential property owners and of the Township.

Attachments: Staff Report
P.C. Minutes 3-10-94 (draft)
P.C. Minutes 3-14-94 (draft)
Developer Interpretation of 16.03(2)
Proposed PUD Ordinance

MINUTES

Cascade Charter Township Planning Commission
Special Meeting
Thursday, March 10, 1994
7:30 p.m.

- ARTICLE 1.** Chairman Goodyke called the meeting to order.
Members Present: Fox, Goldberg, Goodyke, Klynstra, Lewis, MacGergor, Parolini, Parrish, VanStrien.
Members Absent: None
Others Present: Jay W. Cravens, Attorney Bloom, and those listed on Supplement #1 (an audience of approximately 155).
- ARTICLE 2.** The agenda was approved on motion by Member Lewis and supported by Member VanStrien. The motion carried.
- ARTICLE 3.** Approve the Minutes:
a. February 7, 1994 - the minutes were corrected on page 10, paragraph 4, line one to read: "The zoning was R1, low density residential." Page 12, paragraph 5 to read: "Member Lewis withdrew his support to the motion. The motion died for lack of support." With those corrections, Member Lewis supported by Member Klynstra moved to approve the minutes. The motion carried.
b. February 22, 1994 - Member Klynstra supported by Member Parolini moved to approve. The motion carried.
- ARTICLE 4.** The Township Board Minutes of February 9, 1994 were received and filed.
- ARTICLE 5.** **Case #93-1702: Continental Development/Patterson Ice Center**
The applicant requested preliminary PUD approval for a 74,975 square foot ice arena in the R1 zoning district. The subject properties are located at 2512 and 2562 Patterson Avenue, S.E.
- Staff related that due to a conflict of interest, Member Goldberg is seated in the audience and will not be participating on the discussion and voting in this request.
- Staff related the proposed facility is to be used as the home ice for East Grand Rapids and Forest Hills High Schools. Other high schools will also be using the facility. The traffic impact analysis showed Saturday afternoon and evening games will generate a large amount of traffic. Staff related he continues to believe that the traffic impact analysis of scenario #2 is most likely the correct one in that 70% of the traffic vehicles will come from the north. Both high schools are north of the facility and will

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primarily use Burton Street as the means of access to the facility. GRETS has placed Patterson Avenue between Burton and 28th Street with 10,000 vehicles per day. The present capacity of Patterson is being reached. On January 25, 1994 the Township officials met with the Road Commission. The Road Commission stated they would widen Patterson Avenue from the ice arena to 28th Street and that would depend upon the developer contributing \$100,000 to those improvements. There are no plans to widen Patterson Avenue north to Burton Street until 1995-96. As mentioned at the last Planning Commission meeting, the Patterson interchange proposal would relieve congestion at I-96 and 28th Street. MDOT and the Federal Highway Administration are not in favor of a Patterson Avenue interchange and that project would be at least 10 years or more away. Patterson Avenue would have an average daily traffic count of 41,900 vehicles. Without an interchange Patterson Avenue can function as a collector road at 14,300 vehicles in the year 2015. Staff related the argument that other ice arenas are located in residential areas in Grand Rapids is not necessarily true. Those areas are not similar to this situation. Staff related he has communicated with 14 ice facilities throughout Michigan as a representative sampling. He found 200' x 85' is regulation NHL size for an ice rink. The proposal in front of the Planning Commission is for one sheet of ice at a size of 200' x 100' and 200' x 85'. No other facility in the State has an olympic size piece of ice. The 1990 census indicates 498,367 persons in the Grand Rapids metropolitan area. Using this standard the metropolitan area should have five ice rinks. At the present time there are three ice rinks. One is also proposed in Byron Township. Belknap may be adding an additional piece of ice. There is a concern for the supply of ice in the short term. Staff related since other schools will be using this facility it should be located in a more geographical location.

Staff then presented his comments regarding the proposed facility for the Planning Commission to consider (as found in the Staff Report) as follows:

- a) Scale down the project to one sheet of ice or have the applicant reasonably demonstrate the market need for two sheets of ice.
- b) Stipulate that the road construction must be implemented concurrently with the construction of the ice arena. If road construction cannot be assured, the project should wait until it can begin.
- c) Limit the uses of the facility. Prohibit ice shows, ice capades, collegiate, semi-professional and professional use of the facility.
- d) Restrict the hours of operation. Require the facility to close at 11:00 pm Sunday through Thursday and 12:00 midnight on Friday and Saturday.

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- e) Prohibit the sale of alcoholic beverages within the PUD.
- f) Require a lower intensity of outdoor lighting to reduce light "spill over" onto adjoining residential uses.

Member Fox asked Staff if he had asked the applicant for a capitalization plan regarding the viability of the project. Attorney Bloom responded the Planning Commission has the authority to do that if they choose. Staff related in the past the Planning Commission has asked for financial records of the Meadowbrooke PUD in 1987. Meadowbrooke was asking for a rezoning of a square mile of property. We also asked for financial records of Highridge Condominiums. Member Fox also stated that it is unusual that all advertising monies be donated to a trust for children.

Member Klynstra asked how likely it would be for 1,000 people to be in the facility at any one time. Staff responded the information is out of the traffic report and we have no way to evaluate it. These are figures provided to us by the applicant.

Member Klynstra stated the contribution of \$100,000 to the Road Commission leads him to believe that if the center goes in the road will be built. He related Staff makes it sound like the \$100,000 will have to be spent anyway. Staff responded the Road Commission indicated that the \$100,000 made available to the Road Commission will widen the road down to Starr Avenue. The road widening is not a priority of the Road Commission.

Member Klynstra stated a non-profit corporation could build this center in a residential area and asked Staff if there was another area that would make as much sense or more sense than this one. Staff related the first one he would pick in a residential setting would be on Cascade Road, north of Burton on the DSN property. The other sites that would be suitable would be commercial and office sites.

Member VanStrien asked what is the construction time table on Patterson Avenue from this site north to Burton Street? Staff responded 1995 or 1996.

Member Lewis related to Staff his report dealt a lot regarding the size of the ice center. He related he can understand that every Planning Commission member is concerned about developing a site suitable for the township. Staff responded he was trying to convey the uniqueness of this and the concern about two sheets of ice when normal is one sheet of ice.

Dave Saboda, the architect, presented a drawing of the building. Mr. Saboda related 396 parking spaces are being provided on the site. The building is 243 feet from Patterson Avenue and 50 feet from the industrial area. Lighting statistics will be provided to Staff. Seating is as follows: 979 bleacher seats, 173 lounge seats, and 32 for the observation deck.

Dave Mehney presented the historical aerial photographs of the area and the zoning history.

Mike Sebastian presented an overview of the land use survey conducted by the developer.

Mark Sisson presented the land use alternatives. He presented a drawing of a possible R1 single family plat. He related the average lot cost would be \$35,000 for a 12,000 square foot lot.

Mr. Mehney spoke regarding the properties they have offers to purchase. The Darcangelo property is bordered on the south and east by industrial uses. It has been listed for sale since 1981. During that time they have had only one written offer and that was for half of the asking price. The Piersma property has been on the market for two to three years. They have received no written offers others than ours. The Piersma property is on the south side of the creek. Continential Development will guarantee the property values. We are going to guarantee their properties no matter what. We are using a figure of double their assessed value plus 12%. Mr. Mehney then read a letter from Mr. O'Neill. Mr. Mehney related there will be no alcoholic beverages permitted on site. And security people will be there controlling crowds both inside and out.

Mr. Lewis related he was impressed with the offer made to the people in the area. He then asked if there was any correlation between the two letters. Mr. Mehney responded no, he spoke to Mr. O'Neill on Monday afternoon after he received the letter.

Lou Rabaut from the Board of GRAHA and a hockey parent presented a slide presentation of the arenas in the Grand Rapids and Detroit areas. The slides showed locations of the arenas and their proximity of residential uses.

Member Fox related she would not use suburban Detroit as a model for good planning.

Mike Sebastian presented traffic figures for the project. He also presented letters from the Road Commission and Terry Schweitzer of the City of Kentwood. Mr. Sebastian related the high school games will be held in the

evenings only on weekends. No high schools games would be held during the week until the road is widened north to Burton Street. They also would like Calvin, GRCC and Grand Valley Colleges to use the facility for their games.

Mark Sisson presented the wetland information. The DNR hearing will be held on March 15, 7:00 pm at the Cascade Township Museum Building. Mr. Sisson presented a topographical map of the site. Mitigation will be provided for the wetlands to be removed. Mr. Sisson presented a letter from the property owner stating the site was relatively dry except for the spring rain season until the Powell Building was constructed.

Mr. Sebastian presented demographic information, results of a Quail Crest phone survey, Rumor/Fact sheet and results of a Northeast Neighborhood Association of Kentwood phone survey.

Mr. Sebastian then addressed the market question raised by Staff. Cascade Ice Center did close nine years ago. Everyone else has experienced a 300% growth rate since that time. He presented a map of a 60 mile radius. In the first 20 mile radius in the year 1998 the population is anticipated to be 843,288. In the 40 mile radius it is anticipated to be 1,155,187. He then indicated on the map the number of ice rinks available. Mr. Sebastian related speed skaters need an olympic size sheet of ice. Mr. Sebastian presented an overhead of the GRAHA players and where they reside. They are coming from a multi-county area.

John Sperla presented standards for the ice center. He related they believe the area is transitional and the township has to look at alternative uses. The problem the neighbors have was not created by this facility but has been existing for years. Only 16% of the site will be structure, 47% will be greenbelt. He stated he believes there is financial viability for two sheets of ice and the facility will be great to have in the community. It will be the home ice for our local high school.

Member Fox supported by Member Parrish moved to open the public hearing. The motion carried and the public hearing was opened.

Dr. Robert L. Curtis of Burton Street, in Kentwood, related during the presentation he did not hear one thing about the quality of life. There is a very large number of local matters regarding the Burton Street widening. He considered the fact the developer is giving the Road Commission \$100,000 to widen the road to be a bribe. He quoted the definition of a bribe from Webster's Dictionary "a bribe is money or favor given or promised to a person in a position of trust to influence his judgment or conduct." He also had concerns about water runoff with additional asphalt

being installed. Dr. Curtis also stated there have been a lot of statistics thrown around tonight and he has never seen any correct projections given by the government.

Ruby Rooker of 2456 Patterson Avenue, related her neighbor, Mr. O'Neill, came along and suggested that maybe we should go ahead and support the rink. She related she bought her home two years ago and bought it to stay. The offer by the developer sounds really good but they put a time limit on it of five years. She is concerned that if she puts the house up for sale it may take 11 years to sell it. She is also concerned about increased traffic on Patterson Avenue.

Mike Sebastian related the high school hockey season is 16 weeks in length. That's when the bulk of traffic will occur. He related the offer of home value is only good for five years but if the home value decreases during that time, the guarantee is still good.

Mrs. Rooker related her home value has decreased in the two years she has lived there by \$2,000.

Douglas Terborg of Grand Rapids, related he has been figure skating for five years. During the past year and a half ice time is decreasing to make use of hockey. He related some children who figure skate have to come at 5:00 or 6:00 am for lessons.

Cindy VanGelder of East Grand Rapids commented on the quality of life issue. She related she can't think of any better use of space than to provide recreational skating opportunities. Skating is an outstanding use of a child's time and develops characteristics that are beneficial.

Janet Baxter of the law firm Wheeler, Upham, represented Foote Hills Apartments. These people in the Foote Hills Apartments are neighbors of the site. In the Staff Reports there appears to be no significant difference between the two proposals. There are no changes in the current proposal which currently brings it into compliance with the Zoning Ordinance. The new proposal does not fit within the Zoning Ordinance or the General Development Plan. The proposal does not encourage the use of land in accordance with the character or adaptability nor does it promote conservation of natural features and resources. This is an attempt to shoehorn a very large facility onto a small area which is zoned strictly or low density residential use. There are people living in the area. The proposal does not promote the enhancement of housing or traffic circulation. Instead it will cause increased traffic, congestion and a bottle neck at its entrance. The residents of Foote Hills have told her they need 30 minutes to an hour to exit the driveway and get onto Patterson. She

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feels the ice arena will severely burden the surrounding property owners. Whatever benefit that will come from the arena will benefit Grandville, Grand Rapids Catholic Central, Northview, East Grand Rapids, Forest Hills Central, and three colleges in the surrounding area. The benefit is heavily outweighed by the burdens the ice arena will place squarely on the shoulders of people who live in this area. For this proposal to be acceptable must comply with the Zoning Ordinance and it does not.

Barbara Hiller of 6690 Tricklewood Court, related she has two sons in hockey, one on the Forest Hills Central hockey team. She related it is time to return ice to Cascade Township.

Janet Mason of 6035 Sageburn, Forest Hills School District, she is the president of the Grand Rapids Figure Skating. She related most of the ice time is already filled and she has to turn skaters away. Currently they practice at Belknap.

Jim Koessel of 1540 Hillsboro related he didn't think the developer denies the fact this is not proper zoning and that is why he is seeking a PUD. He related never in his time on the Planning Commission had he seen a presentation by a developer willing to guarantee property values. He felt the welfare of the people has been addressed. The project is needed in the community and is a good use of the property. He urged the Commission to give a favorable recommendation on the project.

Ralph Livingston of 4790 Burton Street (corner of Patterson & Burton) related no one has contacted him nor has he had an opportunity to meet with the developers. He is not in favor of it as it will increase traffic and the quality of life is going to decrease. He moved into the area 15 or 20 years when it was residential. As long as people come into the area and want to turn it into commercial the property values will go down. He doesn't object to an ice arena but suggested the Planning Commission consider utilizing land that has been set aside for this type of activity.

Michelle McCarthy of 2175 Woodburn Drive related she is a figure skating coach. She addressed what it is like to nurture a figure skater and then see them get turned away the next season because they didn't make the cut for resident/non-resident. It is disheartening to the figure skater and to the coach and a waste of talent. She would like to see the rink go up so the skaters can be nurtured and have time to practice.

Henry Emrich of 7755 Aspenwood thanked the developer for the presentation. He responded to Dr. Curtis' comments regarding a bribe. The developers came not looking for a handout and they are putting their time and money into this thing. Regarding Miss Baxter's comments

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regarding Foote Hills Apartment he assumes the vacancy rate is quite low. He has two sons who play hockey and to see the family participation is a very good thing and something that this Commission ought to support. He has driven by the site and feels protecting the residential quality by not putting the rink in is nonsense.

Mark Schmidt of 6995 Bridgewater asked what do we define as benefits? We have D & W, Meijer, Daane's. Kentwood ice rink is closed and used for Kentwood residents and the school system. The City of Grand Rapids has one sheet of ice and are committed to the residents of the City. Jolly Roger is a closed rink. It is time to realize Grand Rapids can't do everything. We are one big community and it is time to say this area can support an ice rink and we will have an ice rink open to the general public to serve the area needs.

Celeste Stabile of 1868 Mont-Rue related she moved here from San Diego in October. She related the area there had two ice rinks 20 minutes from their home that were open 365 days per year. They offered hockey, recreational skating, etc. That what kids did during the evenings both during the school year and summer. For moving to this area one of their criteria for a house purchase was hockey. They were told the best area for schools, hockey, and quality of life was Cascade. They were shocked to find public skating for families is not available anywhere in the area.

Mike McDaniels of East Grand Rapids, related he was a co-developer and managing partner of Sentinel Pointe Retirement Community. He related from 20 years experience of real estate development the site is not appropriate for single family development or multi-family housing. The ice rink would be the best available buffer to stop the creeping industrial uses on Patterson Avenue.

Laura Stiles, coach of Forest Hills Central Junior Varsity Hockey Team, related she went to the University of New Hampshire on a four year, full ride hockey scholarship. Women's hockey is up and coming. In 1998 women's hockey will be an olympic sport. The Junior Varsity Hockey team is limited to two hours of practice per week. Cascade has always been known as an example of a model community. Letting this ice rink leave Cascade would be sad. Without hockey she wouldn't have had a full ride scholarship and become the person she is today.

Paul Keck of 1610 Kitzbuhl Court, related he can envision the problems the Planning Commission has in terms of growth. He has lived in Cascade since 1975 and has witnessed situations where development has played into battles. He can see this request from the side of the neighbors and developers. He felt the bottom line is the only way to stop growth is to

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buy the surrounding property yourself. These people can get together and purchase the property and control its future growth and development. Unfortunately, that is not the case. Cascade is growing. The most important issue is we grow up ourselves in a very short window of time. All of us basically focus on kids. According to the pie chart, 87% of the rink time will be devoted to kids. We want to keep the kids off of drugs and have an opportunity to do something. He has seen kids completely turn around because of their commitment to an activity. If our issue as adults is to leave something to our children and grandchildren, this is a very good project.

John Bacholder of East Grand Rapids related he is the parent of an East Grand Rapids hockey player. He would like to echo Laura Stiles' statement for the need of this kind of facility to support our high school athletes. Both Forest Hills and East Grand Rapids high schools have reputations for quality schools. The hockey programs are severely disadvantaged for lack of ice time. East Grand Rapids team has two hours of practice time per week. Kentwood practices two hours a day at its own ice arena. We could enhance the quality of our hockey programs with an ice rink like this. This is a relatively small family center ice arena that will produce no more traffic than another softball field or two. He related during this season there have rarely been more than 200 - 300 fans per game. He appreciates your role as planners and acting as stewards for the community. This is a broader issue than just Cascade Township. This is an opportunity to do something wonderful for the community at large.

Rick Hungerford of 1620 Glen Forest related one of the quality of life issues is recreational opportunities. He related this situation to the Forest Hills Aquatic Center and how difficult it was to get that passed. His daughter is a swimmer for Forest Hills and after being in that facility for four years they brought back a state championship. He felt we are looking at a community facility for recreation.

Mike Clem of 7465 Candlewood related he moved to this area last fall as it was a model community. His son has played hockey for six years. Last year they drove to Kalamzoo to find ice time. He is concerned about the residents in the area and their value of life. That area will not be any further devalued than what has been done already by the industrial use. He feels the ice rink would help the area and is a contribution to Cascade.

Frank Castiglione of 2486 Santigo and has lived in Cascade for 26 years. His sons went through the Forest Hills school system and played hockey. He related some hockey facilities throughout the state are beautiful and some are questionable. He has never seen much traffic at any of the rinks. He related he never complained when a nursing home went in or

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buy the surrounding property yourself. These people can get together and purchase the property and control its future growth and development. Unfortunately, that is not the case. Cascade is growing. The most important issue is we grow up ourselves in a very short window of time. All of us basically focus on kids. According to the pie chart, 87% of the rink time will be devoted to kids. We want to keep the kids off of drugs and have an opportunity to do something. He has seen kids completely turn around because of their commitment to an activity. If our issue as adults is to leave something to our children and grandchildren, this is a very good project.

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Frank Castiglione of 2486 Santigo and has lived in Cascade for 26 years. His sons went through the Forest Hills school system and played hockey. He related some hockey facilities throughout the state are beautiful and some are questionable. He has never seen much traffic at any of the rinks. He related he never complained when a nursing home went in or

apartments because he respects the judgment of the township, but please give us a hockey rink.

Brad Burger, a Forest Hills resident, related he is in the trenches in the battle for ice time. There is no question the rink would be filled in a heartbeat.

Member Lewis supported by Member Fox moved to close the public hearing. The motion carried and the public hearing was closed.

Member VanStrien asked what is happening with the property across the driveway on the site? Mike Sebastian related the plan is to put a bridge across and provide wetland mitigation. That is in the process of being reviewed by the DNR.

Member MacGregor asked if information was available on the four properties as to the assessed value now as compared to a couple of years ago? Mike Sebastian related yes, it is in our presentation book. Staff related the property values didn't necessarily decrease. The whole township was reassessed on the land value. The 1993 land values went up and the house values went down.

Member Fox asked Mr. Mehney about the property that was on the market for the last eleven years and what the asking price was and if it was marketed as a residential property. Mr. Mehney related he assumed it was marketed as residential because that is what it was zoned for. In 1988 it was listed for \$148,000; in 1992 it was listed for \$175,000; and in 1993 it was listed for \$165,000.

Tom DeBoer related the property started out being marketed as residential property in the Grand Rapids Real Estate Board. However, it was then listed as a commercial status.

Member Fox related she didn't feel the price reflected a residential property.

Chairman Goodyke related the next step is to vote on this matter and no matter what the outcome this will to the Township Board on March 23.

Member Lewis related it seems everyone has made up their mind and from the first everyone has been favorable with a concept of an ice arena. We have heard from the citizens that it is sound concept. Others members of the board and press have expressed their concerns justifiably. Other factors have been a concern such as traffic, zoning, etc. He related he has been very pleased with the applicant in working with the township and

have been cooperative with the road, moving the building, the guarantee, etc. He related he has been pleased that the questions have been addressed and somewhat solved favorably.

Member Lewis moved to recommend preliminary PUD approval to the Township Board. Member Klynstra supported the motion.

Member Parrish asked if that included the conditions by Staff.

Member Lewis responded no it doesn't. One of the requirements by Staff was requiring one sheet of ice and not two. He is personally opposed to that condition and feels the public hearing indicated there is a great need for ice in this area. Secondly, if there is anything this location offers it is at least a way out if the business fails. This is better than placing it in the middle of a residential area and if it fails it would be a "white elephant". This location with being surrounded on two sides with business and industry there is a safety net of sorts that doesn't exist for other locations. Member Lewis stated his motion is for the rest of the stipulations (b through f) with the ability to add different items to this or delete after the vote.

Chairman Goodyke related the motion then includes all of the Staff stipulations except letter "a". Chairman Goodyke asked that Member Lewis respond to the financial records being examined by the Township Attorney.

Member Lewis related some of the items can be put into the actual PUD Ordinance. Staff related yes, his stipulations as written were suggestions. Staff commented on stipulation number one that they would scale it down "or demonstrate marketability for two sheets of ice."

Chairman Goodyke stated in that case we can leave "a" in.

Staff related the meeting on Monday, March 14 will be to go over the proposed PUD Ordinance for the proposed facility.

John Sperla agreed that the items could be discussed later.

Member Lewis stated he took exception of having a public hearing and conversation during the time a motion is on the floor.

The roll call vote was as follows: VanStrien - yes, Parolini - yes, Parrish - no, Klynstra - yes, Fox - no, Lewis - yes, MacGregor - yes, Goodyke - yes. Member Goldberg abstained. The motion carried.

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ARTICLE 6. Any Other Business

None presented.

ARTICLE 7. Adjournment

Member Lewis supported by Member MacGregor moved to adjourn. The motion carried and the meeting was adjourned at 10:20 p.m.

Respectfully submitted,

Sandra Frost Parrish
Secretary

SFP:MJT

ARTICLE 5.

Case #93-1702: Continental Development/Patterson Ice Center
Discussion and consideration of proposed draft PUD Ordinance for
Patterson Ice Center

Due to a conflict of interest, Member Goldberg was excused from the meeting at 8:50 p.m.

Staff briefly went through the proposed PUD Ordinance paragraph by paragraph and suggested the following changes:

Page 1 - Section 1. Take out line 6 and 7 regarding expansion of the church and its related services.

Section IV. Purpose - end of line 2 the word "purpose" is spelled incorrectly.

Page 2 - Section VI. Permitted Uses - A.1. add "and figure skating".
A. 3. add the word "games" prior to word lessons.

Page 3 - Section VII. Use Restrictions - A.3. add word "pageants, ice shows, etc.)

6.b. Add "am" to 6:00.

Page 4, Paragraph 4. In the third line take out the word "in".

Staff related that late this afternoon he received a phone call from Roger Laninga, the Drain Commissioner. There is some concern regarding the widening of Patterson Avenue and the storm water drainage. They are concerned that widening will create more impervious surface. They may be looking at tapping into the retention pond for storm water run off. They are going to be looking at other aspects of new development also. At this point there is more concern about how to handle the runoff from the road. Our Township Engineer will look that over.

Member Fox related she has a concern regarding sufficient financial status, etc. One concern is if your facility would go out of business the other use might be an industrial use. She stated she wants to make sure that our Township Attorney reviews the plan to make sure the money is there to keep this project going. She related on Item E of page 5, she would like to have a written clause for the developers personal guarantee if the corporation ceases to exist. Section 16 of the proposed plan is a fact sheet on neighborhood ice rinks. She wants to make sure all advertising monies generated within the PUD are put into the trust for kids and is on-going.

Mike Sebastian related he would like the whole document to refer to the project as "ice center". Section 5 B and C are okay as written. There is a

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parking lot west of the project which holds 40-50 cars and neighbors to the south have agreed to work with us. We would like to change "building permit" to "occupancy permit". We would like to go ahead and widen the road to the extent that we are able to accommodate easement rights to widen Patterson Avenue to Starr Street.

Staff related the whole argument discussed before was the road would be widened concurrently with the construction of the development. Staff related he feels that they had to be done simultaneously. Sometimes people occupy a building without a permit. The concerns are higher there. What I am asking for is that the Road Commission says they can do it in July of 1994 then we know when we can go. The language needs to be written out such that a building permit could be given if we have that type of letter. Staff related he wants to make sure the road will be done in the same year the building is going up.

Mike Sebastian related the Road Commission is going through the process of public hearings. They don't finalize that decision until May 16 and that jeopardizes our October opening.

Dave Mehney related we have to scramble right now to get it open.

Staff related his argument has been the road would be widened concurrently with the ice center construction. As a Planning Commission you have to decide what your recommendation is to the Township Board.

John Sperla related we are prepared to take the risk knowing we can't occupy the building until the road is in. Contracts for the use of the facility are being signed now. We are not going to be able to sign contracts until we can assure them that we will have ice.

Member MacGregor asked what happens if the Road Commission decides it can't get it done by October? Mike Sebastian related we will begin the road construction as soon as possible.

Staff asked the Road Commission will allow you to building their road? Mike Sebastian responded yes. Staff related that's unusual. Mr. Sebastian related the road is a minor inconvenience to us.

Member Klynstra related the developer is taking a significant risk and he is comfortable with that. He felt the developer will do everything he can to get that road widened.

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Mike Sebastian related we will have the slip lane and deceleration and acceleration lane and we will have four of the five lanes the county was going to put in.

Staff related there are a couple of things that are interesting here. That discussion was between the developer and the Road Commission and the Township doesn't know anything more than what has been verified in the Road Commission minutes. Is that they will do the road widening. We don't know the details of what that means. This is the first time they are going to let the developer build the road. This is a county primary road being done by a developer. We need to know the details before that happens. Staff asked what happens if the road doesn't get built and the building is there? The Township is going to have a problem signing off on the occupancy permit.

Mr. Kamminga (in the audience) related we are building Forest Hills Road south of Burton Street. We are building a road and the County and City are funding us. Staff related but that is a new road connecting to a plat. This is not new construction.

Member MacGregor asked if there would be a way to tie the PUD to the occupancy permit? Staff responded we have tried to do that before. It is going to have to take more conversations with the Building Department. If it meets the requirements of the building criteria, the inspectors are nervous about saying no you can't occupy the building.

Mr. Sperla suggested maybe we should just say we will not use the building until the road improvements are made.

Mike Sebastian related we will see to it that the road improvements are done.

Member Fox asked Staff when was the last time you spoke with the Road Commission? Staff responded in January. I think we can work out the ordinance language with Mr. Sperla and the Township Attorney.

Mr. Sebastian also related on page 2, Section VI. Permitted Uses - A. the first line should read "the Project shall be limited to use as a recreational ice center". There is a reason for that. There are more things in the off season that the other sheet of ice may be able to accommodate. As we have not planned demand for the second sheet of ice during the summer, part of our original plan was to allow roller blading, and other indoor activities to take place. We specifically worked with the fire marshal not to have it sprinkled over the ice as ice doesn't burn very well. What we wanted to accomplish was we want to use it for indoor soccer, indoor roller blading, or volleyball

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or similar activities. We don't want that excluded by simply calling it ice skating. I am suggesting B 1 - 6 should be eliminated. And B 1 simply would read "public and private recreational and ice skating activities of all forms including but not limited to figure skating, speed skating, hockey, ice dancing, curling, broom ball, soccer, baseball, softball, rollerblading, volleyball, tennis, walking and calisthenics". We didn't want to eliminate those uses or take 45 days to have those under a "Special Event" category. The ice surface likely to be melted down would be the olympic size rink.

Chairman Goodyke asked what do they do at other ice rinks during the summer? Mike Sebastian related Belknap and Kentwood are both sand floors and can be melted down. Jolly Roger is melted down during the summer because the building is so inefficient.

Member Klynstra asked why soft ball and things like that. It seems to me that certainly isn't what I was hearing up until this point. In my mind this sounds like competition for Dome World. This sounds so wide open to think we could end up with a softball league inside because that was all of a sudden the state of the art thing to do. Mike Sebastian related you couldn't play softball inside because it's not big enough. Dave Mehney related we would like to use it for practices for schools. We don't want to limit the use for the schools.

Member MacGregor asked are you thinking about in the summer having indoor soccer leagues? Mike Sebastian related AYSO needs room for practices. Member MacGregor related it is kind of a surprise for most of us that you are putting this in front of us now. Your whole presentation was based on such a need for two sheets of ice.

Member Klynstra related if you could be more specific about those things. The list as you read it sound likes virtually nothing is excluded. I am comfortable if what you are doing is to further the goals of those programs. What would make me a little nervous is you say you can't play softball in there but they create games that are very similar to fill the space they have to work with. They play indoor lacrosse on ice arenas. Primarily we are buying into an ice center and these ancillary uses are fine with me if they are for the public good. I see this project benefitting the township and all the neighboring communities but I don't want to get into the Dome World scenario.

Member MacGregor related using the facility for high school practice in an emergency is great but what about the list of all these things.

Member Fox related the Planning Commission has the power to write down a very specific list of what uses will be included.

Staff related six years ago the township had an ice arena next to the Township Hall. That changed to indoor softball leagues. He related he is sure this applicant can do the same thing. When he wrote Section 6 of this Ordinance he was under the impression that it was to be ice. Staff related it is fair that the Planning Commission scrutinize the uses.

Member Klynstra related he would hate to see this facility as competition for Putt-Putt down the road with video machines, golfing things, etc. They may be great uses for the facility but really you put this facility rather sensitively in an area where none of those things are allowed. We wouldn't want to get complaints from people who bought property on 28th Street for the big price where those things are allowed to do what they are doing.

Mike Sebastian related we are just trying to accommodate the needs that people have addressed for inclement weather.

Dave Saboda related we have a special ceiling in there. It has the same texture as duct tape. It's purpose is to stop the humidity from reaching the ceiling, and once we have that in place we can't tolerate any holes in it. It is about 22-24 feet high. You can't hit that ceiling because we would lose it's value with one ball.

Mike Sebastian presented the list for Section VI. Permitted Uses: All the ice skating activities, lessons, coaching, games, and other forms of instruction. Other events: in-line skating, volleyball, tennis, soccer and school and youth group practices. 1) Public/private recreational ice and skating activities of all forms. 2) Other community and youth group activities as needed on an emergency basis. 3) coaching and other forms of instruction. 4) Food and drink concession ancillary to the ice arena. 5) Equipment sales and rental related to the uses permitted above.

Mike Sebastian related for Section VII. Use Restrictions are as follows:

- A. 1. As written no problem.
2. Okay as written.
3. Would like the ability for a semi-pro team to use the ice for practice. Exhibitions and youth programs rely on teams like the Furys and Red Wings to get youth into the programs. Exhibitions are all part of the sport.

Dave Mehney related we will not have semi-pro games there.

Staff related there is concern by some of the Township Board members about the aspect of professional and semi-professional. If professional and semi-professional teams need to use the facility and that is demonstrated

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over a period of time, an amendment of the PUD could allow for that. Staff suggested Section VII. A 3. remain as is.

Mike Sebastian related he felt we are selling the community short if we don't allow the exhibitions.

Chairman Goodyke asked how many exhibitions would you have per season. Mike Sebastian responded two.

Member Fox asked if the parking requirements for an exhibition would be different. Staff related for an exhibition you might have a higher occupancy of cars which may actually need a smaller number of spaces.

Dave Mehney asked what is the concern for a professional team practice? Staff responded if they practice there they may ask for it to be their home ice. Dave Mehney responded the facility will not have enough seating capacity for professional teams to play there. Mr. Sperla stated he felt the main concern would be the amount of traffic generated.

Member Fox stated the township bought into this as being a neighborhood ice rink for kids and now with a large list of uses is there going to be any ice time left for the kids?

Mr. Sperla related it is a catch 22 for financial viability. What we are trying to provide for uses in terms of off hours that would make sense.

Dave Mehney related our intent is to have an ice arena for all types of skating. We never knew about the restrictions. This is the first time we could discuss the different types of uses. Ultimately there could be a semi-pro team here for practice only.

Member MacGregor related he had no problem with practices as long as they don't interfere with the original use. Exhibitions should be instructional ice related exhibitions.

Staff related his concern about exhibitions was the aspect of the MSU hockey team play the all stars of the NFL. Staff further related that there are some events where you may want to pack in more seating. There are a lot of places that you could put temporary seating or standing room only. The exit doors are large enough to accommodate additional people. And, as a matter of practicality no one is going to be there saying you can't come in.

Mike Sebastian related our intent is not to eliminate Calvin, Grand Valley or Community College from using the facility. Staff responded intermural sports would be allowed but a Spartan/Wolverine game would not.

A. 6. Hours of operation: Mr. Sebastian related he would like Sunday hours from 6:00 am to 11:00 pm. Monday through Thursday 6:00 am to 12:00 midnight and Friday and Saturday from 6:00 am to 1:00 am. Dave Mehney related he would have no hours. He related the intent of this section is not to disturb the neighbors and believes the township has its own ordinance to cover those uses.

Staff responded the hours are based on a community norm irregardless of Meijers. The hours we are giving are commercial, reasonable hours. If you need additional hours over time you could demonstrate that.

Member Fox related remember there is an apartment complex across the street and is concerned about noise after 11:00 pm.

Member Klynstra asked about the hours of the other ice rinks. Mr. Mehney related Belknap and Kentwood close at 2:00 am.

Staff related you are dealing with adjoining property owners. The Kentwood rink is isolated on the high school campus. Staff related it is not the hours that would cause noise it is car doors slamming, etc. Staff related he will take the hours to the Township Board as written as those hours were requested by a couple of Board members.

A.7. Mike Sebastian related the security guards will be provided at the expense of the high schools and not the developer.

Mike Sebastian related he was unclear of the definition of side yard. Staff explained the Zoning Ordinance defines the rear yard as being opposite the front. The ice center front is on Patterson Avenue. The required bufferyard is 25 feet.

Section XI. Miscellaneous Development Requirements - E. Mr. Mehney related the question is the land to the north of us someday will be something other than residential. Those people, if they work together, will make the maximum dollars for their money. If they don't work together they will hurt a little. If we give a guarantee for 10-15 years, that could cause a person to hold out. They will have to maintain their homes during that time. Mr. Sperla related five years is fine. Staff related it doesn't matter what the building looks like, it is the land that goes up in value.

DRAFT COPY

Member Fox related she would like the guarantee to extend the offer for up to eight years. And, she would like a personal guarantee by the developer - not the corporation.

A long discussion ensued regarding the various types of guarantees: liens, letters of credit, mortgages, etc.

Another discussion ensued regarding the property owners wanting a guarantee as several have related they don't want one. Mr. Mehney related if they want the guarantee they will have it whether or not they oppose the project. Staff related they don't have to take the offer, just guaranteeing it makes certain they are not wiped out. Member Fox related she wants the cash to be there and not tied up into mortgages, etc.

Mr. Sebastian related he can set up a letter of credit right now to secure the amount.

A discussion ensued regarding Section XI. D. Staff related our attorney will send a letter saying that the project is financially feasible. No one but our attorney will see the records - they are confidential.

The remainder of the ordinance was approved as written.

FIRE DEPARTMENT MEMORANDUM



TO: BENJAMIN SWAYZE - TOWNSHIP MANAGER & TOWNSHIP BOARD MEMBERS
FROM: ADAM MAGERS – FIRE CHIEF
SUBJECT: JULY 4TH CELEBRATION – SIGNED 2020 FUNNY BUSINESS CONTRACT APPLYING TO
2022 4TH OF JULY CELEBRATION
MEETING MARCH 9, 2022
DATE:

Attached is the signed copy of the contract submitted by Funny Business Entertainment Agency for the 2020 4th of July Celebration, due to the COVID pandemic and gathering restrictions the last two years the signed contract was applied to the 2022 4th of July Celebration.

The contract includes the activities, services, tent for the stage and two misting fans as previous years.

The total for this year's contract is \$45,875.00. Please note, a deposit of \$22,687.50 was made on 1/29/2020, the contract reflects a remaining balance of \$23,187.50 to be paid by 06/03/22.

I request that the township board approve the Contract from Funny Business in the amount of \$45,875.00 for the 2022 4th of July Celebration.



P: (888) 593.7387

F: (888) 308.9644

E: info@funny-business.com

www.funny-business.com

CHANGE MEMO

DATE: 04/30/2021

Show Date: 07/04/22

Contract ID: 97979

Company: Cascade Charter Township

Artist: 4th of July Carnival - See Exhibit A

Comments: All other terms and conditions from the agreement remain the same.

Changing:

1. Event Date from 7/4/21 to 7/4/22
2. Added 20x20 tent for stage for additional \$500. New balance amount is \$23,187.50
3. Deposit payment of \$22,687.50 will be applied to 2022 event

The changes above are agreed to and accepted by:


Purchaser

5.10.21
Date


Funny Business Agency

May 10 2021 07:08 PDT
Date





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 F: (888) 308.9644
 E: info@funny-business.com
 www.funny-business.com

BALANCE DUE INVOICE

April 30, 2021

Invoice No.: 97979-2

To:

Ben Swayze
 Cascade Charter Township
 5920 Tahoe Dr. Southeast
 Grand Rapids, MI 49546

Balance for Event Date: Monday, July
 4, 2022

Salesperson	Event ID #	Terms	Due Date
Jamison Yoder	97979	To be paid by 06/3/22	06/3/22

Entertainment Booked	Amount
4th of July Carnival - See Exhibit A	\$ 23,187.50
(please refer to Event ID# 97979 on all checks)	
	\$ 23,187.50

Payment Options

Pay Online via:

- ACH/E-Check (details upon request)

Or Pay via:

- Bank Wire (details upon request)
- Check (payable to Funny Business Agency, Inc.):
 - Federal ID# 38-322-7974
 - Funny Business Agency, Inc.
 - PO Box 1052
 - Ada, MI 49301

If you have any questions concerning this invoice, call or e-mail: Alicia Wobma at (888) 593-7387 ext: 100 | alicia@funny-business.com





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Quote prepared for: Cascade Township on December 18, 2019

Event Date and Hours: Saturday, July 4, 2020 from 11:30AM-3:30PM

Event Location: Cascade Library Grounds + Noto's Parking Lot in Grand Rapids, MI

Services included:

- On-site event management and coordination
- Pre-event site inspection
- Map/lay-out of activities
- Template of promotional flyer listing attractions and sponsors
- Liaison between exhibitors, township and vendors
- Event staff
- Liability insurance with Cascade Township listed as additionally insured
- Set/strike of all equipment
- Extensive knowledge of the event and how it's run from 15+ years of working together

Purchaser to provide:

- Access to event space day/night prior
- Access to power on Noto's building, Library exterior and township breakers
- (2) generators fully fueled from Cascade Fire Department
- Set-up of tables and chairs

Payment Terms: 50% deposit due with signed contract; balance in full 2 weeks prior to event. Full amount due rain or shine.

MECHANICAL RIDES AND CLIMBING WALLS

- Mobile Zip Line with Dual Lines
- Dixie Twister
- Turbo Tubs
- Pirates Revenge
- Bumper Cars
- Quad Bungee – Brand new one purchased for 2020*
- Trackless Train
- (2) Hard-sided Rock Walls

UNIQUE INFLATABLES

- The Edge Slide – now with bags to slide down in
- Ultimate Challenge
- 100' Extreme Obstacle Course





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- Vertical Rush
- All Sports Arena
- Patriot Game*
- Ahoy Matey
- Dragon Hide-n-Slide
- Full Court Press (Could substitute for inflatable Axe Throwing if desired)*
- Bounce House
- Rescue Squad
- Fun Train Station
- Petting Zoo Bounce House

*Indicates item would replace a comparable item from a past year's event just to mix in a few new things. The Quad Bungee is a completely new model, however.


OTHER ATTRACTIONS

- High Striker
- (3) Rings of Pony Rides
- (2) Face Painters
- (2) Airbrush Artists
- Soccer Darts
- Inflatable Mini Golf
- (2) Misting Fans

TENTS, TABLES, TOILETS AND CHAIRS

- (3) 20'x40'
- (2) 10'x10'
- (1) 30'x75'
- (95) 8' Tables
- (400) Chairs
- (9) Standard Porta-Jons
- (2) Handicap Porta-Jons

TOTAL: \$45,375





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www.funny-business.com

CONTRACT ID#: 97979 (please refer to contract ID for all correspondence)

The undersigned ARTIST and PURCHASER agree to the following terms on: **January 9, 2020**

- 1. NAME OF ARTIST/EVENT: **4th of July Carnival - See Exhibit A**
- 2. PURCHASER INFORMATION: **Cascade Charter Township
Ben Swayze
2865 Thornhills Drive SE
Grand Rapids, MI 49546
PHONE:(616) 949-1320 FAX:6169493918**
- 3. PERFORMANCE DAY(S)/DATE(S): **Saturday, July 4, 2020 to Saturday, July 4, 2020**
- 4. PERFORMANCE PLACE: **Cascade Library Grounds + Noto's Parking Lot in Grand Rapids, MI**
- 5. ESTIMATED ARRIVAL TIME: **8:30 AM**
SHOWTIME: **11:30 PM to 3:30 PM**
AMT OF TIME: **4 Hours**
- 6. AGREED PRICE: **\$ 45,375.00**
Deposit of **\$ 22,687.50** to be sent with signed contracts.
Balance of **\$ 22,687.50** (see Additional Agreement Provisions).

All checks should be payable to: **Funny Business Agency, Inc. Our FED ID# 38-3227974**

7. LODGING: **No**

8. ADDITIONAL AGREEMENT PROVISIONS:

Rider: **No** (see any attached rider if yes)
Purchaser to provide Sound?: **No** Stage?: **No** Lights?: **No**
Purchaser agrees to email or fax signed contract and deposit of **\$ 22,687.50** within 5 business days to secure entertainment. Balance of **\$ 22,687.50** to be paid by **06/19/2020**. The information on the attached addendum is incorporated as part of this agreement. Full amount due rain or shine. See attached Exhibit A for carnival package and additional terms and conditions. Purchaser to provide: two generators if/as needed for inflatables/rides; access to existing power supplies; space for set-up on library and Noto's grounds.

AGREED BY FUNNY BUSINESS AGENCY, INC
BY: Janison Zolter DATE: 1/9/20

AGREED BY OFFICIAL PURCHASER REPRESENTATIVE:
BY: Ben Swayze DATE: 1-23-20



P: (888) 593.7387

F: (888) 308.9644

E: info@funny-business.com

www.funny-business.com

Addendum to Contract # 97979

1. It is understood that the AGENCY is an independent contractor and that the AGENCY and its' sub-contractors shall have exclusive control over, and means, method and details of, fulfilling the obligations under this contract, except for performing time(s).
2. Funny Business Agency, Inc., agrees to refund to the PURCHASER any advances or deposits received from the PURCHASER in the event that the AGENCY or its' sub-contractors cancels the contract and AGENCY cannot arrange comparable interactive event equipment that is acceptable to the PURCHASER. The foregoing rights of cancellation shall be in addition to any other provision(s) regarding cancellation in this contract. Failure by the PURCHASER to present the engagement, except in a Force Majeure occurrence, does not relieve PURCHASER of obligation to pay in full. Inclement weather shall not be deemed a Force Majeure occurrence and does not relieve Purchaser of obligation to pay in full.
3. The AGENCY agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to social security laws, worker's compensation insurance, income taxes, state employment insurance taxes or contributions, and public liability insurance.
4. Force Majeure: Notwithstanding any other provision of this agreement, in the event that the performance of any obligation under this contract by any party to this contract (AGENCY or its' sub-contractors or PURCHASER) is prevented due to acts of God, any government restriction, wars, hostilities, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of any party, then such party shall not be responsible to the other parties for failure of performance in its obligations under the agreement. Inclement weather shall not be deemed a Force Majeure occurrence.
5. The parties agree that this agreement represents the full and complete understanding between them, and there are no other oral or verbal understandings except as set forth in this contract. Any controversies arising between the AGENCY and the PURCHASER pertaining to this contract shall be resolved by the courts of the state wherein the engagement was, or was to be performed.
6. The Official Purchaser Representative, in signing this contract, warrants that he signs as a properly authorized representative of PURCHASER.
7. In the event that the AGENCY is required to place the collection of any sums due under this contract in the hands of an attorney for collection, or sums due are collected by suit or through a court bankruptcy, than the PURCHASER agrees to pay all court costs, interest and actual attorney fees incurred as a result of such collection efforts.
8. In the event Purchaser fails or refuses to provide any of the items as herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the Engagement, AGENCY shall have no obligation to perform this agreement and shall retain any



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amounts theretofore paid to Funny Business Agency, Inc., and Purchaser shall remain liable for the full balance of the contract price herein set forth.

9. Purchaser hereby indemnifies and holds Funny Business Agency, Inc., as well as their respective agents, sub-contractors, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fee, incurred or suffered by or threatened against AGENCY or any of the foregoing in connection with or as a result of (a) Purchaser's negligence, act(s) or omission(s) or breach of this contract or (b) any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of the AGENCY or its sub-contractors.

AGREED TO BY:

Beng Swager

DATE:

1-23-20





P: (888) 593.7387
F: (888) 308.9644
E: info@funny-business.com
www.funny-business.com

EXHIBIT A

Event Date and Hours: Saturday, July 4, 2020 from 11:30AM-3:30PM

Event Location: Cascade Library Grounds + Noto's Parking Lot in Grand Rapids, MI

Services included:

- On-site event management and coordination
- Pre-event site inspection
- Map/lay-out of activities
- Template of promotional flyer listing attractions and sponsors
- Liaison between exhibitors, township and vendors
- Event staff
- Liability insurance with Cascade Township listed as additionally insured
- Set/strike of all equipment
- Extensive knowledge of the event and how it's run from 15+ years of working together

Purchaser to provide:

- Access to event space day/night prior
- Access to power on Noto's building, Library exterior and township breakers
- (2) generators fully fueled from Cascade Fire Department
- Set-up of tables and chairs

Payment Terms: 50% deposit due with signed contract; balance in full 2 weeks prior to event. Full amount due rain or shine.

MECHANICAL RIDES AND CLIMBING WALLS

- Mobile Zip Line with Dual Lines
- Dixie Twister
- Turbo Tubs
- Pirates Revenge
- Bumper Cars
- Quad Bungee
- Trackless Train
- (2) Hard-sided Rock Walls





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UNIQUE INFLATABLES

- The Edge Slide – now with bags to slide down in
- Ultimate Challenge
- 100' Extreme Obstacle Course
- Vertical Rush
- All Sports Arena
- Patriot Game
- Ahoy Matey
- Dragon Hide-n-Slide
- Full Court Press
- Bounce House
- Rescue Squad
- Fun Train Station
- 'Petting Zoo' bounce house
- Soccer Darts
- Inflatable Mini Golf

OTHER ATTRACTIONS

- High Striker
- (3) Rings of Pony Rides
- (2) Face Painters
- (2) Airbrush Artists
- (2) Misting Fans

TENTS, TABLES, TOILETS AND CHAIRS

- (3) 20'x40'
- (2) 10'x10'
- (1) 30'x75'
- (95) 8' Tables
- (400) Chairs
- (9) Standard Porta-Jons
- (2) Handicap Porta-Jons

FIRE DEPARTMENT MEMORANDUM



TO: BENJAMIN SWAYZE - TOWNSHIP MANAGER & TOWNSHIP BOARD MEMBERS
FROM: ADAM MAGERS – FIRE CHIEF
SUBJECT: JULY 4TH CELEBRATION – SIGNED 2020 SIGNAL POINT BAND CONTRACT APPLYING TO 2022 4TH OF JULY CELEBRATION
MEETING DATE: MARCH 9, 2022

Attached is the signed copy of the contract submitted by the Signal Point Band for the 2020 4th of July Celebration, due to the COVID pandemic and gathering restrictions the last two years the signed contract was applied to the 2022 4th of July Celebration.

The total for this year's contract is \$1,000.00. Please note, a deposit of \$500.00 was made on 3/12/2020, the contract reflects a remaining balance of \$500.00 to be paid by 06/03/22.

I request that the township board approve the Contract from Signal Point in the amount of \$1,000.00 for the 2022 4th of July Celebration.

Signal Point Band
Event Contract

BAND PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of March 10, 2020, between Cascade Township, Michigan, (the "Operator") and Signal Point Band (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at Cascade Fourth of July Celebration (the "Venue"), located near the Kent District Library in Cascade Township, 2870 Jack Smith Drive, Grand Rapids , Mi 49546.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at Kent District Library Cascade, on July 4, 2020, from 11:30 a.m to 3:30 p.m.
2. **Description of Show.** Show will be a musical performance with musical content decided by Band. Show will last 4 hours. The Band will take two breaks during which, background music will be played over the PA system.
3. **Payment.** Compensation for the Show will be 1000 dollars, payable by cash or check (made payable to Tim Dickman) (together being the "Fee"). A 50% deposit of Fee is due on the signing of this contract. This is a required condition for the contract to proceed; if a 50% deposit of Fee is not tendered upon the signing of this contract, no further obligation for either party comes due. The remaining 50% of Fee is due immediately prior to Band's Show, but may be made earlier.
4. **Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. Cancellation may be made by Operator before two days prior to the time of Show, in which case Operator's 50% deposit of Fee is non-refundable, but Operator will not have to pay the remaining 50% of Fee. If Show is cancelled within 2 days of Show, Operator must pay Band's full Fee. Band may cancel at any time prior to the event, in which case Band must refund Fee in its entirety.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Band Guest Tickets.** Not applicable to this event.
7. **Food and Drink.** Not applicable to this event.
8. **Parking.** Operator will secure sufficient parking for Band's vehicles within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

Signal Point Band
Event Contract

9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator.

10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

12. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

13. **Interpretation.** Agreement will be interpreted according to the laws of Michigan.

14. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: *Timothy F. Dickman* (signed electronically)

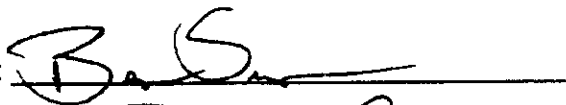
Band's Representative typed name and title: Tim Dickman, Band Member

Band's typed name: Signal Point Band

Band's Address: 2772 Coit Ave NE, Grand Rapids, MI 49505

Band's Phone: (616) 566-8551

Operator's Representative Signature:



Operator's Representative typed name and title:

BENJAMIN SMARTT
TOWNSHIP MANAGER

**Signal Point Band
Event Contract**

Proposed Set List (may vary slightly, depending on crowd interaction)

Hurts So Good	We Got the Beat
Roadhouse Blues	Play That Funky Music
Born To Be Wild	Dream On
Centerfold	La Grange
Summer of '69	Jailhouse Rock
Keep Your Hands to Yourself	Long Train Running
Crazy Little Thing Called Love	You Shook Me
They Call Me The Breeze	Sweet Caroline
Every Rose	I Love Rock and Roll
China Grove	I Won't Back Down
You Wreck Me	Folsom Prison Blues
Honky Tonk Blues	Satisfaction
Two Tickets to Paradise	1999
Rockin in the Free World	Brown Eyed Girl
Brass in Pocket	I Saw Her Standing There
Blister in the Sun	Purple Rain
Authority Song	Jenny (867-5309)
Just What I Needed	
Hungry Like the Wolf	
Jessie's Girl	
You Really Got Me	
I Want You to Want Me	
500 Miles	
Boys are Back in Town	
What I Like About You / R.O.C.K in the USA	



FIRE DEPARTMENT MEMORANDUM

TO: BENJAMIN SWAYZE – TOWNSHIP MANAGER & TOWNSHIP BOARD
FROM: ADAM MAGERS – FIRE CHIEF
SUBJECT: RESOLUTION FOR ROAD CLOSURES FOR JULY 4TH 2022
DATE: MARCH 9, 2022
CC: TOWNSHIP BOARD

Attached is a resolution for road closures for Monday, July 4th, 2022. Listed are the roads and times they will be closed on July 4th for the parade and celebration. This is the same closures that were approved on previous years.

I request that this resolution be approved for the road closures on July 4th 2022.

Cascade Charter Township
Kent County, Michigan
Resolution No. _____

The Cascade Charter Township Board Hereby Resolves: Cascade Charter Township to hold a 4th of July Celebration using Cascade Road, 28th Street and Jacksmith Drive;

Whereas, Cascade Charter Township has held a July 4th Parade and Celebration for decades; and,

Whereas, Cascade Charter Township desires to close streets and hold a parade on July 4th 2022 starting from the intersection of Cascade Road and Burton Street, then proceeding East on Cascade Road to 28th Street, then proceeding West on 28th Street, ending at Thornhills Drive. The street closure will start at 9:15 am and continue until about 11:45 am; and,

Whereas, Cascade Charter Township desires to close Jacksmith Drive for the Annual Cascade July 4th Celebration on Jacksmith Drive on Monday, July 4th, 2022. The street will be closed from 7:30 a.m. – 5:00 p.m. for set up and removal of equipment and the street fair operation from 11:30 am to 3:30 pm; and,

Whereas, the Kent County Sheriff will be on special patrol starting at 7:00 am until 3:30 pm for both the parade and celebration to provide traffic control for the general public.

Therefore, Be It Resolved, that the Cascade Charter Township Board respectively request that the Kent County Road Commission issue a permit allowing Cascade Charter Township to close Cascade Road, 28th Street and Jacksmith Dr. on July 4th 2022 as noted above for the annual Cascade Township July 4th Celebration.

The foregoing Resolution was offered by _____ and supported by _____. The roll call vote being as follows:

YEAS:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Susan B. Slater
Township Clerk

CERTIFICATION

I hereby certify the above to be a true copy of a Resolution adopted by the Cascade Charter Township Board at a Regular Board Meeting held at the Wisner Center on the day of March 9, 2022 at 7:00 p.m., pursuant to the required statutory procedures.

Dated: March 9, 2022

By _____
Susan B. Slater
Township Clerk

CASCADE TOWNSHIP  FIRE DEPARTMENT

Dedicated to Serving You

February 18, 2022
Staff Report
HVAC and Air Make Up Unit Station 2

Members of the Board,

The fire department is requesting approval for the replacement of the HVAC and Air Make Up Unit at Station 2. This includes 3 new 96% efficiency furnaces, 2 condensing units (one was replaced in 2021), and the Applied Air Make Up Unit in the bays. The current HVAC and Air Make Up Unit was manufactured in 1996, and is now entering it's 26th year of operation. The manufactured equipment that is proposed has more efficient air distribution and control systems as well as state of the art flame sensing and ignition. This project was budgeted for 2022.

Attached you will find 3 quotes that include all parts and labor. I received quotes from B&V Mechanical, Quality Air and Vander Hyde. The Fire Department is requesting to use B&V Mechanical to do the work. B&V Mechanical is the current HVAC/Mechanicals company the township uses. They would be doing all preventative maintenance on the new units.

B&V Mechanicals quote is \$25,872.00 for the furnaces and condensers. Whole station humidifiers not to exceed \$1000. \$19,300 for the Applied Air Make Up Unit and \$4832.00 for the duct work in the bays. We are requesting the board authorize funds not to exceed \$53000.

If authorized, the units will be installed this summer. Lead time is currently 8 weeks out.

Thank you for your time,

Josh Dettwiler
Lieutenant, Cascade Fire Department



B & V MECHANICAL, INC.

February 11, 2022

Mr. Josh Dettwiler

Cascade Township Fire Dept.
2990 Buttrick Ave S.E.
Ada, MI. 49301
EMAIL: jdettwiler@cascadetwp.com

QUOTE# 220410

Re: Replace Heating & Cooling.

Dear Josh

Scope of work:

1. Replace furnace number 61. A/C system was replaced recently.
2. Replace furnace number 62 and A/C system. New A/C system = 5 ton.
3. Replace furnace number 63 and A/C system. New A/C system = 3 ton.
4. Adapt the new equipment to the existing duct work, gas piping, vent piping, drain piping, refrigerant piping control wiring and electrical service.
5. All permits, disposal fees, electrician, and all other incidentals required to complete the project to your satisfaction are included in the listed price. This project is turnkey.

All 3 furnaces are Carrier 96% efficient, 2 stage heat. New cased coil evaporators and condensing units are also Carrier

The investment for the above referenced work is..... **\$25,872.00**

We appreciate the opportunity to provide you with this solution.
Should you have any questions do not hesitate to contact me at 616-786-4328

Sincerely,

Larry Hoek
Service Sales
B&V Mechanical

Acceptance of Proposal

Signature

Date _____ / _____ / _____ PO _____

Exclusions: Off hour's labor.

February 11, 2022

Cascade Township Fire Department
2990 Buttrick Ave SE
Ada, MI. 49301

Mr. Josh Dettwiler

Re: Make Up Air/Revision

Quote # 220409

Josh,

Below you will find the investment and the scope of work we are proposing to provide the materials and labor to replace the existing Applied Air Make up Unit, with Ser # 96-63146, which was manufactured in 1996, and is now entering its 26th year.

The current manufactured equipment has more efficient air distribution, and control systems, as well as state of the art flame sensing and ignition.

Current shipping time is 5-6 weeks.

Scope of Work:

1. Power down unit and lock out primary power
2. Disconnect supply and return ducts, main and control power wiring
3. Lift unit off of the mezzanine and haul away
4. Set a new Absolute Aire M# V4-HOM with 8300cfm at .75" wc
 Make up air unit with the following options:
 5HP 460/3ph ODP premium efficient blower motor
 1" Direct Spark Ignition FM/ETL ANSI Certified Gas Manifold
 825MBH cast aluminum burner-direct gas fired low emissions style with stainless steel baffles
 8.5" gas pressure at inlet and 1psi maximum gas pressure
 0-100% outside air with auto profiler to maintain proper burner profile pressure under varying air flow
 Internal vibration isolation-side filter access-Maxitrol 14R discharge temp-flame rod rectification
 High temp limit switch-remote control panel-mild weather stat-low temp limit switch
 Remote control panel-Flame rod rectification-high temp limit switch-low fire stat
 Purge timer-100,000 hours L-10 Life fan bearings-30:1 Turndown capable direct fired burner
 (2) two year parts and workmanship warranty and a (1) one year labor warranty
5. Fabricate duct adapters and install
6. Reconnect power and control wiring
7. Perform start up and operational check out, permits

The investment for this work is\$19,300.00

We appreciate the opportunity to provide this solution.
Do not hesitate to contact me if you have questions at 616-786-4328

Sincerely,

Larry Hoek
Service Sales
B&V Mechanical, Inc.

Acceptance of Proposal

Signature

Date ____/____/____ PO _____

February 14, 2022

Cascade Township Fire Department
2990 Buttrick Ave SE
Ada, MI. 49301

Mr. Josh Dettwiler

Re: Replace Supply Air Duct work

Quote # 220429

Josh,

Below you will find the investment and the scope of work we are proposing to provide the materials and labor to replace the existing supply air duct work for the make up air unit

Scope of Work:

1. Remove the existing supply air duct work off from the make up air unit and dispose of properly. The existing duct work while still functional was painted in the past and the paint is peeling off.
2. Install new galvanized square to round adapter on the supply air outlet of the make up air and new galvanized spiral duct work to mirror the existing duct.

The investment for this work is\$4832.00

We appreciate the opportunity to provide this solution.
Do not hesitate to contact me if you have questions at 616-786-4328

Sincerely,



Larry Hoek
Service Sales
B&V Mechanical, Inc.

Acceptance of Proposal

Signature

Date ____ / ____ / ____ PO _____



B & V MECHANICAL, INC.

February 14, 2022

Mr. Josh Dettwiler

Cascade Township Fire Dept.
2990 Buttrick Ave S.E.
Ada, MI. 49301
EMAIL: jdettwiler@cascadetwp.com

QUOTE# 220430

Re: Install Humidifiers

Dear Josh

Scope of work:

1. Install 3 humidifiers on to the 3 furnace systems that serve the office area.
2. Install all necessary duct work, water and drain lines, and control wiring
3. Perform all start up tests on the new equipment.

The investment for the above referenced work is..... **\$1000.00**

We appreciate the opportunity to provide you with this solution.
Should you have any questions do not hesitate to contact me at 616-786-4328

Sincerely,

Larry Hoek
Service Sales
B&V Mechanical

Acceptance of Proposal

Signature

Date ____/____/____ PO _____

Exclusions: Off hour's labor.



Billing Address
Cascade Fire Department
2990 Buttrick Avenue Southeast
Ada, MI 49301 USA

VanderHyde Mechanical, Inc.
Heating and Cooling
Plumbing & Electrical
14200 Ironwood Dr NW
Grand Rapids, MI 49534
(616) 454-5400
customer@vanderhyde.com
www.vanderhyde.com

Estimate 28667657
Job 28345265
Estimate Date 2/16/2022
Customer PO

Job Address
Cascade Fire Department
2990 Buttrick Avenue Southeast
Ada, MI 49301 USA

Estimate Details

Truck Bay Make-Up Air Replacement:: Labor and Materials to Provide and Install New AbsoluteAire MAU Model# V4-HOM sized for 8300 CFM at 0.75"wc on a stand, same as existing unit basically to included but not limited to:
Removal and Disposal of OLD MAU
Set new unit built on angle iron frame from manufacturer, custom height, field verified prior to build
Provide and install Custom Built Transitions as needed to connect supply air and make-up air connections
Reconnect Electrical and Controls
Perform full start-up per manufatcter instructions and requirements
Place into operation
Two Year Parts and Workmanship Warranty Included from AbsolutAire
One Year Labor Warranty from VanderHyde is included
First Year of Preventive Maintenance Included

Task #	Description	Quantity
T500423	Custom MAU INSTALLATION Quote to provide the following: MAU Change out per Summary	1.00
	H40M0C0	
		Sub-Total \$24,500.00
		Tax \$0.00
		Total \$24,500.00
		Est. Financing \$8,844.50

Thank you for the opportunity serve you!

By signing below, I agree to the terms listed in this estimate and authorize the associated work to be done for \$24,500.00.

The pricing in this estimate is valid for 30 days and only applies to work being done during regular business hours.

Payment Terms: 50% down, 50% upon completion



VanderHyde Mechanical, Inc.
 Heating and Cooling
 Plumbing & Electrical
 14200 Ironwood Dr NW
 Grand Rapids, MI 49534
 (616) 454-5400
 customercare@vanderhyde.com
 www.vanderhyde.com

Estimate 28648897
 Job 28345265
 Estimate Date 2/16/2022
 Customer PO

Billing Address
 Cascade Fire Department
 2990 Buttrick Avenue Southeast
 Ada, MI 49301 USA

Job Address
 Cascade Fire Department
 2990 Buttrick Avenue Southeast
 Ada, MI 49301 USA

Estimate Details

Split Systems: Labor and Materials to provide and install (3) Daikin 96% 2-stage 100,000btu furnaces with ECM Motors, install (2) new Daikin AC packages, 13SEER 3Ton and 13Seer 5Ton with matching new horizontal Indoor AC Coils and all related supply and return transitions as required, all anticipated code upgrades are included which are not currently in place or mentioned in the scope You Provided from Competitor. FURNACE AND Ac Drain pans, pan switch and pump switches interlocked included. Reuse and reconnect all Electrical, Gas piping and controls, flush existing line sets and re insulate as required to current code, charge systems and provide heating and cooling Start-ups on all three split systems. Daikin Commercial Application Equipment Warranty VanderHyde Workmanship Warranty Two Years, The First Year Two years of Preventive Maintenance inspections is included with our Package for these Split Systems.

Task #	Description	Quantity
T-DM96VE1005CN	BETTER 100K 96% 2S 5T (DM96VE) 100K BTU, 96% Multi-Speed ECM, 2 Stage, 5 Ton Daikin Furnace Change-Out Model # DM96VE1005CN Two-stage heating to keep you comfortable. Consistent, even heating from room to room Quiet, efficient comfort Energy-conserving operation. H5M45C100	3.00
T-CAPF3642C6	1. All-Aluminum evaporator coil 2. Optimized for use with R-410A refrigerant 3. Some models suitable for use with R-410A or R-22 refrigerant 4. CAPT models feature factory-installed thermal expansion valves for cooling and heat pump applications 5. Check flowrator for cooling and heat pump applications; 6. Vertical and horizontal models available 7. Rust resistant, thermoplastic drain pans featuring a low water-retention design 8. DecaBDE-free thermoplastic drain pan with secondary drain connections 9. UV-resistant drain pan 10. AHRI certified 11. ETL Listed H0M30C20	1.00
T-CAPF4961C6	1. All-Aluminum evaporator coil 2. Optimized for use with R-410A refrigerant 3. Some models suitable for use with R-410A or R-22 refrigerant 4. CAPT models feature factory-installed thermal expansion valves for cooling and heat pump applications 5. Check flowrator for cooling and heat pump applications 6. Vertical and horizontal models available 7. Rust resistant, thermoplastic drain pans featuring a low water-retention design 8. DecaBDE-free thermoplastic drain pan with secondary drain connections 9. UV-resistant drain pan 10. AHRI certified 11. ETL Listed H0M30C20	1.00

T-DX13SA0361	Energy-efficient scroll compressor High-density foam compressor sound blanket Advanced Copeland CoreSense technology Factory-installed filter drier Copper tube / enhanced aluminum fin coil Sweat connection service valves with easy access to gauge ports Contactor with lug connection AHRI Certified Installation includes new system, pad, permit, alloy sticks and oil needed for standard installation. H5M30C75	1.00
T-DX13SA0601	Energy-efficient scroll compressor High-density foam compressor sound blanket Advanced Copeland CoreSense technology Factory-installed filter drier Copper tube / enhanced aluminum fin coil Sweat connection service valves with easy access to gauge ports Contactor with lug connection AHRI Certified Installation includes new system, pad, permit, alloy sticks and oil needed for standard installation. H5M30C75	1.00
T860186	Install drain pan for furnace H0M5C0	3.00
T860176	Add plenum transition, custom sheet metal required to be fabricated for each furnace, all are custom built and field measured. H0M30C0	6.00
T860168	Flush lineset up to 100 feet. Includes code required lineset cover. H0M15C0	2.00
T600303	2 Years of Preventive Maintenance on Three Split Systems 2 Filter Changes with Seasonal Start-up for Winter and Summer	1.00

Sub-Total	\$22,814.00
Tax	\$0.00
Total	<u>\$22,814.00</u>
Est. Financing	\$8,235.85

Thank you for the opportunity serve you!

By signing below, I agree to the terms listed in this estimate and authorize the associated work to be done for \$22,814.00.

The pricing in this estimate is valid for 30 days and only applies to work being done during regular business hours.

Payment Terms: 50% down, 50% upon completion



Billing Address
 Cascade Fire Department
 2990 Buttrick Avenue Southeast
 Ada, MI 49301 USA

VanderHyde Mechanical, Inc.
 Heating and Cooling
 Plumbing & Electrical
 14200 Ironwood Dr NW
 Grand Rapids, MI 49534
 (616) 454-5400
 customercare@vanderhyde.com
 www.vanderhyde.com

Estimate 28659230
 Job 28345265
 Estimate Date 2/16/2022
 Customer PO

Job Address
 Cascade Fire Department
 2990 Buttrick Avenue Southeast
 Ada, MI 49301 USA

Estimate Details

Truck Bay NEW DUCT Supply Only, reuse existing diffusers Alternate ADDITION TO BASE QUOTE ONLY:: Labor and Materials to Provide and Install Supply Air Duct from MAU into Shop Area as requested to include:
 Removal and Salvage existing grills diffusers (4)
 Demo, removal and disposal of SA Duct from required new transition to end cap on spiral runout.
 Provide and Install all New Spiral Duct, Transitions, Register Boots on existing hangers to match existing duct, no changes and reinstall salvaged diffusers.

Task #	Description	Quantity	
T500414	Custom Commercial Duct Quote to provide the following. Duct From MAU per summary as requested and outlined by client. H16MOC0	1.00	
		Sub-Total	\$4,790.00
		Tax	\$0.00
		Total	\$4,790.00
		Est. Financing	\$1,729.19

Thank you for the opportunity serve you!

By signing below, I agree to the terms listed in this estimate and authorize the associated work to be done for \$4,790.00.

The pricing in this estimate is valid for 30 days and only applies to work being done during regular business hours.

Payment Terms: 50% down, 50% upon completion



Cascade Township Fire Department

Station 2 MUA Unit Replacement

Proposed Project Agreement

Date:

2/3/2022

Proposal Number:

P02176

Prepared for:

Cascade Township Fire Department
2990 Buttrick

Prepared by:

Bob Behnke

(616) 262-3203

bob.behnke@qualityairinc.com



PROJECT PROPOSAL

Company
Quality Air & Heating & Cooling
3395 Kraft Ave
Grand Rapids, MI 49512

Proposal Date: 2/3/2022
Proposal Number: P02176

Ph: (616) 262-3203

Bill To Identity
Cascade Township Fire Department
2865 Thornhills
Grand Rapids, MI 49546
Josh Dettwiler

Agreement Location
Cascade Township Fire Department
2990 Buttrick

Josh Dettwiler

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

OUR PRICE FOR THIS PROPOSAL IS\$44,023.00

OUR PROPOSAL INCLUDES: Replacement of the make up air unit that serves the garage

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Alternates:

Supply Ductwork Replacement Option \$4,775.00

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Bob Behnke

Signature (Authorized Representative)
Bob Behnke

Name (Print/ Type)
(616) 262-3203

Phone
2/3/2022 P02176

Date Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#



Scope of Work

This work will include the following

- Removal & disposal of the existing unit on the mezzanine
- Installation of a new Applied Air DFM-118 make up air unit
- 460V-3ph, 5Hp fan motor
- Unit will be placed on a new fabricated angle iron frame
- Removal of old unit controls and installation of new remote panel to control the unit
- We will reconnect to the existing ductwork, gas piping, line voltage wiring, etc. and will modify as needed to adapt
- Hi-low included for lifting equipment on/off the mezzanine
- Complete system start-up and check-out upon completion
- Mechanical permit included
- **Equipment lead time is estimated at 20-24 weeks**



Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.



8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

15. If paying with credit card a 3.25% surcharge will be added to total project price.



Cascade Township Fire Department

Station 2 Split System Replacements

Proposed Project Agreement

Date:

2/3/2022

Proposal Number:

P02178

Prepared for:

Cascade Township Fire Department
2990 Buttrick

Prepared by:

Bob Behnke

(616) 262-3203

bob.behnke@qualityairinc.com



PROJECT PROPOSAL

Company
Quality Air & Heating & Cooling
3395 Kraft Ave
Grand Rapids, MI 49512

Proposal Date: 2/3/2022
Proposal Number: P02178

Ph: (616) 262-3203

Bill To Identity
Cascade Township Fire Department
2865 Thornhills
Grand Rapids, MI 49546
Josh Dettwiler

Agreement Location
Cascade Township Fire Department
2990 Buttrick

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

OUR PRICE FOR THIS PROPOSAL IS\$22,663.00

OUR PROPOSAL INCLUDES: Replacement of furnaces 61-63

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Alternates:

Addition of bypass humidifiers at time of the furnace replacements \$608.00/unit

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Bob Behnke

Signature (Authorized Representative)

Bob Behnke

Name (Print/ Type)

(616) 262-3203

Phone

2/3/2022

P02178

Date

Proposal #

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#



Scope of Work

F-61

- Removal & disposal of the existing furnace
- Installation of a new Carrier 100,000 BTU, 2 stage, 96% efficient furnace
- Reconnecting to the existing ductwork, gas piping, electrical, thermostat, etc. modifying as needed to adapt
- Existing cooling system will remain in place

F-62

- Removal & disposal of the existing furnace, condensing unit, & evaporator coil
- Proper recovery & disposal of all remaining refrigerant charge per EPA guidelines
- Installation of a new Carrier 100,000 BTU, 2 stage, 96% efficient furnace
- Installation of a new Carrier 5-ton split cooling system with outdoor condensing unit & cased evaporator coil
- Cooling system will use 410-A refrigerant
- Will flush and re-use the existing refrigerant lines
- Reconnecting to the existing ductwork, gas piping, electrical, thermostat, etc. modifying as needed to adapt
- Will pressure test & properly evacuate the refrigeration system prior to charging

F-63

- Removal & disposal of the existing furnace, condensing unit, & evaporator coil
- Proper recovery & disposal of all remaining refrigerant charge per EPA guidelines
- Installation of a new Carrier 100,000 BTU, 2 stage, 96% efficient furnace
- Installation of a new Carrier 3-ton split cooling system with outdoor condensing unit & cased evaporator coil
- Cooling system will use 410-A refrigerant
- Will flush and re-use the existing refrigerant lines
- Reconnecting to the existing ductwork, gas piping, electrical, thermostat, etc. modifying as needed to adapt
- Will pressure test & properly evacuate the refrigeration system prior to charging

Complete start-up and check-out of each system upon completion. Mechanical permit included

Note: Current energy code requires the addition of economizer on all cooling systems above 54,000 BTU. The 5 ton system for F-62 would fall under this rule. I did not include the addition of the economizer because of the implications & cost to install one in an existing system/building. If it is decided to pursue the replacement I would like to stop back out and confirm the space being served to see if this system could be downsized to a 4 ton which



would not require an economizer. If economizer is desired we can take a closer look and price that separately.



Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.



8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

15. If paying with credit card a 3.25% surcharge will be added to total project price.



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE Grand Rapids, Michigan 49546

Date: March 9, 2022
To: Supervisor Lesperance & Cascade Township Board
From: Benjamin Swayze, Township Manager
Subject: Approval of 2022 Local Road Improvements

FACTS:

Each year, Cascade Township budgets general fund dollars to go towards the improvement of local roads. The process for identifying local roads for improvement typically begins in late winter and early spring when a list for potential road improvements is developed by Cascade Township staff, and provided to the KCRC for further investigation. The initial list of roads compiled by the Township is developed utilizing resources such as road PASER ratings supplied by the KCRC, complaints and requests by Township resident and businesses, and visual inspections by the Township staff.

The KCRC then takes the possible project list and provides recommendations to the Township on maintenance/repair activities and cost estimates. This list is further reviewed by Township staff to select the highest priority projects, considered within the construct of the budgeted allocation for road repair, and is presented to the Township Board for approval.

Township staff have reviewed several areas that will need to be addressed in the next few years with a complete mill and fill (3.5" depth). This includes several residential areas in the southern portion of the Township, as well as less invasive preservation work as well.

Attached for your review are:

- PASER map of the Cascade Township Local Road System
- Proposed estimates work orders for the 2022 Local Road Improvements Program

ANALYSIS & CONCLUSIONS:

Cascade Township has 73.92 miles of local paved roads. The local paved roads include both neighborhood roads and section-line roads. These are the roads that Cascade Township typically contributes funding towards (the KCRC does do 2-3 miles per year of preservation treatment on section line roads that the Township does not contribute towards.) In addition to the local paved roads network, the Township has 40.92 miles of primary roads (federal aid eligible, typically fully funded by the KCRC) and 4.91 miles of local gravel roads.

Of the 73.92 miles of local paved roads, the roads can be divided into 3 categories based on the roads PASER ratings. This is a 1 – 10 system that rates the roads “GOOD” (10-8 PASER rating), “FAIR” (7-5 PASER rating), and “POOR” (4-1 PASER rating). All of the roads being recommended for work in 2022 fall into the poor or fair categories.

The KCRC has several repair options that are available for the local paved road system. The repairs range from a full-depth mill and fill (\$300,000 per centerline mile) to micro-surfacing (\$50,000 per centerline mile). Certain treatments are appropriate for certain road conditions. Roads that are in the “Good “ or “Fair” category may be eligible for less intensive treatments, while “Poor” roads often need full depth mill and fill or similar work. It should be noted that there is also diminishing return on investments for certain treatments when they have been applied multiple times. For example, a road that is micro-surfaced may have 7 years added to its useful life. The second time that same treatment is applied to the same road, it may only extend the useful life of the road 3-4 years.

The Township staff have identified 2.13 miles of roads that have been rated poor on the PASER scale that are being recommended to be addressed with full-depth mill-and-fill. In addition, 1.02 miles are being recommended for sealcoating. The total cost of the work is approximately \$890,000 of which the Township would be responsible for \$445,000. The Roads recommended for work include:

Alaska Ave: 60th St to Golden Oak Trail
Golden Oak Trail: Alaska Avenue to Tannon Trail
Little Harbor Drive: 48th Street to End
Sandy Hollow Drive: Buttrick Avenue to End
Sequoia Drive: 48th Street to End
Tannon Court: End to End
Tannon Trail: Alaska Ave. To Tannon Ct.
Woodlark Dr.: Sandy Hollow Drive to End
Briarcliff Drive: Thornapple River Drive to End
Buttrick Ave: 48th Street to paving limits

Should also be noted that preliminary estimates are being made for the repaving of the Goodwood – Burger Neighborhood. This work would be completed at the conclusion of the 2023 Phase II Water Extension Project. With the expectation that this will be a rather large expense, the recommendation is for the 2022 local road program to be more modest.

FINANCIAL CONSIDERATIONS:

The projected cost to the Township for the proposed local road program as recommended is \$445,000. In the FY2021 budget, the Township has budgeted \$400,000 for local road maintenance. In years past, the bidding has provided for savings of the engineers estimates, the recommendation is to wait for bidding results before determining if a budget amendment will be needed for this work.

RECOMMENDED ACTION:

To approve the FY 2022 Cascade Township local road improvements program

KENT COUNTY ROAD COMMISSION
WORK ORDER

DATE 2/18/2022
WORK ORDER _____
PROJECT Cascade Local Roads Program
MUNICIPALITY Cascade Township IF OTHER: _____
ROAD TYPE Local
LENGTH 2.13 Miles
TYPE OF WORK Full-Depth Mill & Fill
LOCATION See Attached List
CATEGORY Reconstruction
ACTIVITY 489
PROJECT YEAR 2022
UTILITIES No

BUDGET

WORK TYPE	<u>000030 - Full Depth Mill and Fill</u>	<u>\$ 750,000</u>
WORK TYPE	_____	_____
WORK TYPE	_____	_____
WORK TYPE	_____	_____
WORK TYPE	_____	_____
WORK TYPE	_____	_____
WORK TYPE	_____	_____
TOTAL		<u>\$ 750,000</u>

ESTIMATED COST VALID UNTIL 12/31/2022

FUNDING

% KCRC	<u>50.00%</u>	<u>\$ 375,000</u>
% TOWNSHIP	<u>50.00%</u>	<u>\$ 375,000</u>
TOTAL		<u>\$ 750,000</u>

NOTES _____

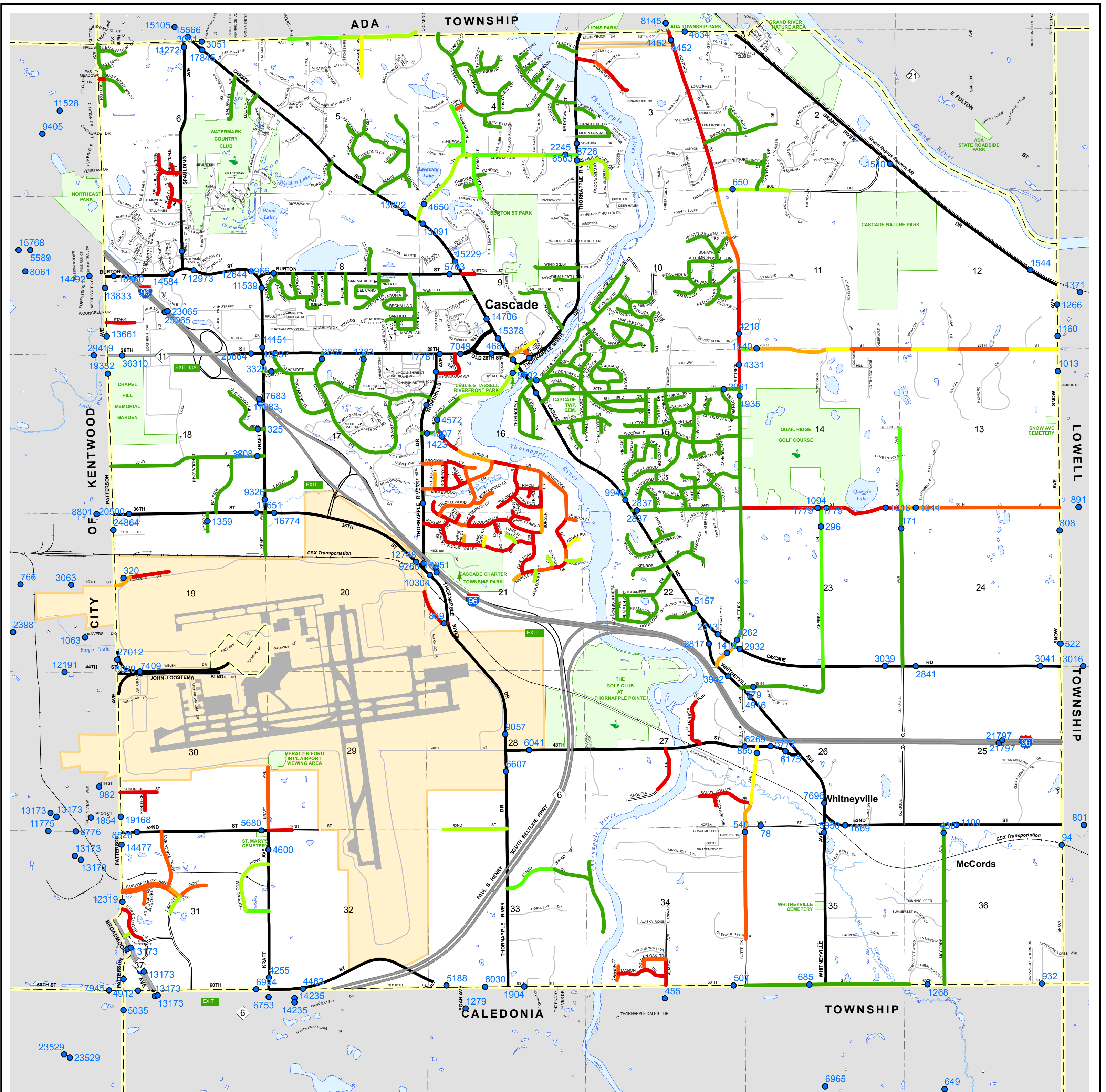
TOWNSHIP SIGNATURE _____ DATE _____

FINANCE USE ONLY

CUSTOMER # _____ AR _____
PROJECT _____ REV _____

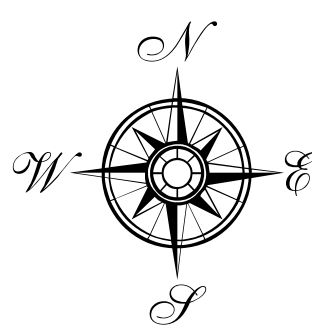
LOCATION	LENGTH
Alaska Avenue: 60th Street to Golden Oak Drive	850
Golden Oak Trail: Alaska Avenue to Tannon Trail	1060
Little Harbor Drive: 48th Street to End	1610
Sandy Hollow Drive: Buttrick Avenue to End	1740
Sequoia Drive: 48th Street to End	1465
Tannon Court: End to End	465
Tannon Trail: Alaska Avenue to Tannon Court	1690
Woodlark Drive: Sandy Hollow Drive to End	315
Briarcliff Drive: Thornapple River Drive to End	2055
Total: 2.13 Miles	11250

LOCATION	Cold Mill	HMA 3C	HMA 5E1	MH	Valve	MTD/TRC	Total
	\$1.25	\$75.00	\$80.00	\$600	\$200	\$2,000	
Alaska Avenue: 60th Street to Golden Oak Drive	2835	360	270	1	0	1	\$54,000
Golden Oak Trail: Alaska Avenue to Tannon Trail	3355	425	320	3	1	1	\$65,000
Little Harbor Drive: 48th Street to End	5920	750	560	2	0	1	\$111,000
Sandy Hollow Drive: Buttrick Avenue to End	6350	805	600	3	0	1	\$119,000
Sequoia Drive: 48th Street to End	5435	690	515	5	0	1	\$104,000
Tannon Court: End to End	2670	340	255	3	0	1	\$52,000
Tannon Trail: Alaska Avenue to Tannon Court	5550	705	530	7	0	1	\$107,000
Woodlark Drive: Sandy Hollow Drive to End	1050	135	100	0	0	1	\$20,000
Briarcliff Drive: Thornapple River Drive to End	5850	740	555	1	0	1	\$110,000
Total	39015	4950	3705	25	1	9	
COST	\$48,769	\$371,250	\$296,400	\$15,000	\$200	\$18,000	\$749,619



ROAD CONDITION

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



Updated: 10/28/2021



CASCADE CHARTER TOWNSHIP KENT COUNTY, MICHIGAN 2021 LOCAL PAPER MAP



KENT COUNTY ROAD COMMISSION
WORK ORDER

DATE 2/18/2022
WORK ORDER _____
PROJECT Cascade Local Roads Program
MUNICIPALITY Cascade Township IF OTHER: _____
ROAD TYPE Local
LENGTH 1.02 Miles
TYPE OF WORK Sealcoat
LOCATION Buttrick Avenue: 48th Street Southerly 5400'
CATEGORY Preservation
ACTIVITY 497
PROJECT YEAR 2022
UTILITIES No

BUDGET

WORK TYPE	<u>000104 - Sealcoating</u>	<u>\$ 140,000</u>
WORK TYPE	_____	_____
WORK TYPE	_____	_____
WORK TYPE	_____	_____
WORK TYPE	_____	_____
WORK TYPE	_____	_____
WORK TYPE	_____	_____
WORK TYPE	_____	_____
TOTAL		<u>\$ 140,000</u>

ESTIMATED COST VALID UNTIL 12/31/2022

FUNDING

% KCRC	<u>50.00%</u>	<u>\$ 70,000</u>
% TOWNSHIP	<u>50.00%</u>	<u>\$ 70,000</u>
TOTAL		<u>\$ 140,000</u>

NOTES _____

TOWNSHIP SIGNATURE _____ DATE _____

FINANCE USE ONLY

CUSTOMER # _____ AR _____
PROJECT _____ REV _____