

**AGENDA
CASCADE CHARTER TOWNSHIP
REGULAR BOARD MEETING**

Wednesday, October 7, 2015
7:00 P.M.

Cascade Branch of the Kent District Library, Wisner Center
2870 Jacksmith, S.E.

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/Public Comments (limit comments to 3 minutes)

Article 5. Approval of Consent Agenda

- a. Receive and File Various Meeting Minutes
 1. Regular Board Meeting Minutes for 09/23/15.
- b. Receive and File Reports
 1. Treasurer's Department Monthly Report for August, 2015.
 2. Building Department Monthly Report for September, 2015.
- c. Receive and File Communications
 1. Letter from Charter Communications – re: Price Adjustments.

Article 6. Financial Actions

- a. **Consider Approval of Change Order #2 and Pay Draw #2 for the Village Improvements.**
- b. **Consider Approval of Pay Draw #1 for the Recreation Park Improvements.**

Article 7. Unfinished Business

Article 8. New Business

- | | |
|-----------------|--|
| 064-2015 | Consider Approval of Appointment to Planning Commission. |
| 065-2015 | Consider Approval of Resolution to Amend Articles of Incorporation of GVMC. (Nelson Twp. And Village of Sparta) (roll call) |
| 066-2015 | Consider Approval of Contract with Aquatic Consulting Services for Gypsy Moth Population Survey. |
| 067-2015 | Consider Approval of the METRO Act Right-Of-Way Bilateral Permit request from Fiber Technologies Networks LLC. |

- 068-2015 Consider Approval of Interurban Transit Partnership
Transportation Services Contract.**
- 069-2015 Consider Approval of Expanded Public Transportation in
Cascade Township.**

- Article 9. Public Comments on any other matters. (limit comments to 3 minutes)**
- Article 10. Manager Comments**
- Article 11. Board Member Comments**
- Article 12. Adjournment**

**MINUTES OF THE
CASCADE CHARTER TOWNSHIP
REGULAR BOARD MEETING**
Wednesday, September 23, 2015
7:00 P.M.

- Article 1.** Supervisor Beahan called the meeting to order at 7:00 p.m.
Present: Supervisor Beahan, Clerk Goodyke, Treasurer Peirce, Trustee Lewis, McDonald and Koessel.
Absent: Trustee Goldberg (excused)
Also Present: Manager Swayze, Assessor McCarty and those listed in Supplement #1.
- Article 2.** Supervisor Beahan led the Pledge of Allegiance to the Flag.
- Article 3.** Motion was made by Trustee Lewis and supported by Trustee Koessel to approve the Agenda as presented. Motion carried.
- Article 4. Presentations/Public Comments (limit comments to 3 minutes)**
Wayman Britt, Assistant Kent County Manager and Andy Guy with Downtown Grand Rapids, Inc., presented information regarding the HUD National Disaster Resilience Competition.
- Article 5. Approval of Consent Agenda**
a. Receive and File Various Meeting Minutes
1. Regular Board Meeting Minutes for 09/09/15.
2. Regular DDA Meeting Minutes for 07/14/15.
3. Regular BZA Meeting Minutes for 07/14/15.
4. Regular Planning Commission Meeting Minutes for 08/17/15.
b. Receive and File Reports
1. Treasurer's Department Monthly Report for July, 2015.
Motion was made by Clerk Goodyke and supported by Trustee Lewis to approve the Consent Agenda as presented. Motion carried.
- Article 6. Financial Actions**
a. **Consider Approval of August, 2015 General/Special Funds.**
Motion was made by Treasurer Peirce and supported by Clerk Goodyke to approve the August, 2015 General/Special Funds. Motion carried.
b. **Consider Approval of August, 2015 Payables, Payroll and Transfers.**
Motion was made by Trustee Koessel and supported by Trustee Lewis to approve the August, 2015 Payables, Payroll and Transfers. Motion carried.
- Article 7. Unfinished Business**
- Article 8. New Business**
060-2015 a. Public Hearing – Establish IFT District for Advantage Label & Packaging, 5575 Executive Parkway.
Motion was made by Clerk Goodyke and supported by Trustee Koessel to move into public hearing. Motion carried.
Assessor McCarty reviewed the request for an IFT District.

Motion was made by Trustee Lewis and supported by Trustee McDonald to reconvene into regular session. Motion carried

b. Consider Resolution to Approve IFT District for New Facility for Advantage Label & Packaging at 5575 Executive Parkway.

Motion was made by Trustee Koessel and supported by Clerk Goodyke to approve the Resolution for an IFT District for a New Facility for Advantage Label & Packaging at 5575 Executive Parkway. Motion carried by roll call vote.

061-2015

a. Public Hearing – Issuance of IFT Certificate for Advantage Label & Packaging, 5575 Executive Parkway.

Motion was made by Trustee Lewis and supported by Trustee Koessel to move into public hearing. Motion carried.

No comments received.

Motion was made by Trustee Koessel and supported by Trustee Lewis to reconvene into regular session. Motion carried.

b. Consider Resolution to Approve the Issuance of IFT Certificate for Advantage Label & Packaging at 5575 Executive Parkway.

Motion was made by Clerk Goodyke and supported by Trustee McDonald to approve the Resolution for the Issuance of an IFT Certificate for Advantage Label & Packaging at 5575 Executive Parkway. Motion carried by roll call vote.

062-2015

Consider Purchase of Real Property.

Manager Swayze reviewed the Townships Strategic Plan relative to the goal to develop the riverfront into a pedestrian friendly Destination. Approximately 2 weeks ago we became aware of two properties along the Thornapple River that were available on the market. These properties are 2800 and 2804 Thornapple River Drive. The Township made an offer of \$195,000 for the House and \$75,000 for the vacant lot. Motion was made by Trustee Lewis and supported by Trustee McDonald to approve the purchase of these properties subject to the completion of the environmental study, survey and resolution of the shared driveway easement. Motion carried.

063-2015

Consider Approval of the Steelcase Payback Agreement.

Manager Swayze reviewed the complex payback agreement with Steelcase on part of the public system that was built on their campus back in the late '80's and early '90's. Motion was made by Trustee Koessel and supported by Treasurer Peirce to approve the cash payment of \$60,486.84 to be paid from the Infrastructure Revolving Fund. Motion carried.

Article 9.

Public Comments on any other matters. (limit comments to 3 minutes)

Kent County Deputy Ryan Roe was present to update the Board on East Precinct Happenings.

Article 10. Manager Comments

Manager Swayze offered the following comments:

- In late 2013 we worked with Fishbeck to apply for grant from the State...the Saul Grant Program. This was to do a comprehensive storm water management plan for the Township. Happy to announce we did get our grant...\$135,000, which will need to be matched by \$15,000 from Cascade Funds.
- We met with contingent from the City of Kentwood and MDOT and the Right Place today to talk about the "rail spur" that heads down through the industrial area in Kentwood and heads into our area near 52nd St.
- Construction update: the intersection at Thornapple River Drive is completely open now. The Road Commission is working on the timing of the traffic lights.
- Township Hall Update: We are still waiting to hear back from our Financial Advisors, who are going to provide us with some information about if we wanted to bond for part or all of the potential township hall project.
- I will be out of town for 3 ½ days next week. Very appreciative of the Board sending me to the ICMA Conference this year.

Article 11. Board Member Comments

Trustee Lewis offered the following comments:

- YMCA is in Cascade NOT Grand Rapids...still having issue with Cascade not being recognized by the post office. Suggest we seek more recognition by getting more backing for this effort from groups like Cascade Community Foundation and Kent District Library.

Treasurer Peirce offered the following comments:

- Update on tax collections as of today, we had received 94.92% summer taxes...ahead of past years.
- Our plan we have with John Hancock the Trustees are able to voluntary contribute to plan

Article 12. Adjournment

Motion was made by Treasurer Peirce and supported by Trustee McDonald to adjourn. Motion carried.

Meeting adjourned at 8:20 p.m.

Respectfully submitted,

Denise M. Biegalle
Deputy Clerk

Approved by:

Ron Goodyke, Clerk

Robert S. Beahan, Supervisor

TREASURER'S DEPARTMENT

CASCADE CHARTER TOWNSHIP

TAX ACCOUNTS

AUGUST 2015

BANK BALANCES

BANK AMOUNT

CHEMICAL BANK

TAX CHECKING \$3,731,671.54

CHEMICAL BANK

DELINQUENT TAX \$36,351.14

CHEMICAL BANK

TAX WIRE ACCT \$7.19

GRAND TOTAL \$3,768,029.87

TOWNSHIP BALANCES

REGISTER AMOUNT

CHEMICAL BANK

TAX CHECKING \$3,731,671.54

CHEMICAL BANK

DELINQUENT TAX \$36,351.14

CHEMICAL BANK

TAX WIRE ACCT \$7.19

GRAND TOTAL \$3,768,029.87

Oxanne 9/30/2015

Submitted by Date
OXANA SOURINE
DEPUTY TREASURER

Kenneth B. Peirce 9/29/2015

Reviewed by Date
KENNETH B. PEIRCE
TREASURER

CASCADE CHARTER TOWNSHIP
TREASURER'S OFFICE REPORT
August 15

FUND	INSTITUTION	INTEREST		DEMAND DEPOSIT		CDs			SECURITIES			TOTALS	
		THIS MONTH	GL	\$	%	\$	%	DATE	\$	%	DATE	\$	%
101	GENERAL FUND	CHEMICAL		-	0.05								
		CHEMICAL	32.39	753,741.07	0.05								
		KENT CTY POOL	2,019.96	4,224,118.37	0.45								
		INDEPENDENT				300,000.00	1.35	9/27/2016					
		MERCANTILE				510,599.72	0.90	7/20/2018					
		FLAGSTAR				257,674.61	0.65	11/21/2016					
		HUNTINGTON				514,670.13	0.91	9/13/2017					
		UNITED BANK				500,000.00	0.80	4/11/2016					
		CONSUMERS CU				250,000.00	1.50	7/8/2016					
		MACATAWA				250,000.00	0.89	11/21/2016					
		BANK OF HOLLAND				266,373.53	0.75	5/27/2016					
		BANK OF HOLLAND				274,768.26	0.70	10/22/2015					
		FLAGSTAR				500,000.00	0.80	1/12/2017					
		COMERICA SECUR							500,000.00	1.25	6/26/2019		
	TOTAL GENERAL FUND		2,052.35	-	4,977,859.44	0.39	3,624,086.25	0.91	500,000.00	1.25		9,101,945.69	0.64
151	CEMETERY	OLD NATIONAL BANK	0.76	90,077.06	0.01							90,077.06	0.01
206	FIRE FUND	CHEMICAL	7.77	139,834.52	0.05								
		LMCU	511.18	1,206,685.06	0.50								
		LMCU				523,615.60	1.15	4/25/2016					
		FNBA				531,427.61	1.50	7/24/2018					
		HUNTINGTON				256,799.85	0.60	11/21/2015					
		OPTION1				250,005.00	0.75	3/24/2017					
		5/3 BANK				250,000.00	0.69	7/21/2016					
	TOTAL FIRE FUND		518.95	-	1,346,519.58	0.45	1,811,848.06	1.06	-			3,158,367.64	0.80
207	POLICE FUND	FLAGSTAR	290.19	680,720.97	0.50								
		NORTHPOINTE BANK				250,000.00	1.20	11/8/2016					
		BANK OF HOLLAND				614,281.25	1.00	8/20/2016					
	TOTAL POLICE FUND		290.19	-	680,720.97	0.50	864,281.25	1.06	-			1,545,002.22	0.81
208	HAZMAT FUND	LMCU	14.73	49,715.27	0.40							49,715.27	0.40
209	OPEN SPACE	CHEMICAL	6.26	147,397.15	0.05								
		OLD NATIONAL BANK	3.43	101,037.10	0.04								
		CWCU				250,001.00	0.75	10/15/2016					
	TOTAL OPEN SPACE		9.69	-	248,434.25	0.05	250,001.00	0.75	-			498,435.25	0.40
211	DAM REPAIR	LMCU	85.50	201,833.25	0.50								
		LMCU				311,935.86	1.30	3/10/2017					
	TOTAL DAM REPAIR		85.50	-	201,833.25	0.50	311,935.86	1.30	-	-		513,769.11	0.99
216	PATHWAY FUND	MACATAWA	162.36	764,381.26	0.25								
		OPTION1				512,672.69	0.75	10/8/2015					
	TOTAL PATHWAY FUND		162.36	-	764,381.26	0.25	512,672.69	0.75	-			1,277,053.95	0.45
246	PUBLIC UTILITY	CHEMICAL BANK	9.22	242,830.64	0.05								
	IRF	LMCU	287.68	679,083.43	0.50								
		LMCU				262,812.23	1.00	12/22/2015					
		TALMER				500,000.00	0.95	6/29/2018					
	TOTAL PUBLIC UTILITY		296.90	-	921,914.07	0.38	762,812.23	0.97	-	-		1,684,726.30	0.65
248	DDA FUND	LMCU	409.38	968,364.66	0.50								
		OLD NATIONAL BANK											
		CHEMICAL BANK	10.86	243,771.21	0.05								
		OPTION ONE				200,005.00	0.75	3/24/2017					
		BANK OF HOLLAND				265,466.16	0.75	5/26/2016					
		LMCU				262,812.23	1.00	12/22/2015					
	TOTAL DDA FUND		420.24	-	1,210,135.87	0.41	728,283.39	0.84	-	-		1,938,419.26	0.57
249	BLDG. INSPECTION	CHEMICAL BANK	11.67	317,346.74	0.05								
		CHEMICAL BANK R.		42,373.01									
		CONSUMERS CU				300,025.00	0.70	3/10/2017					
		FNB OF AMERICA				100,879.52	1.40	12/18/2017					
		FNB OF AMERICA				200,000.00	1.35	9/18/2016					
		FNB OF MI				500,000.00	0.75	10/11/2015					
		FIRST COMMUNITY B.				250,000.00	1.00	5/11/2018					
		INDEPENDENT BANK				300,000.00	1.10	12/19/2016					
	TOTAL BLDG. INSPECT.	CHEMICAL BANK	11.67	359,719.75	0.04	1,650,904.52	0.83					2,010,624.27	0.69
270	LIBRARY FUND	UNITED BANK	137.37	393,463.54	0.40								
		LMCU				832,967.83	1.30	3/20/2017					
		WMCB				250,000.00	0.85	6/1/2016					
		BANK OF HOLLAND				526,501.36	0.70	4/7/2016					
	TOTAL LIBRARY FUND		137.37	-	393,463.54	0.40	1,609,469.19	1.03	-			2,002,932.73	0.91
408	HOMER O.S.P.	LMCU	148.39	350,287.96	0.50								
	TOTAL HOMER O.S.P.	LMCU	148.39	350,287.96	0.50							350,287.96	0.50
701	T & A	OLD NATIONAL	3.40	120,824.04	0.01							120,824.04	0.01
701	JAMES TIMMONS	CHEMICAL BANK				12,400.00	1.60	3/21/2017				12,400.00	1.60
701	JACK SMITH INV.	CHEMICAL BANK				22,263.50	0.80	10/16/2015				22,263.50	0.80
701	HENRY KRAMER	CHEMICAL BANK				14,808.28	0.80	10/16/2015				14,808.28	0.80
	TOTAL		4,152.50	-	11,715,886.31	12,175,766.22			500,000.00			24,391,652.53	0.68

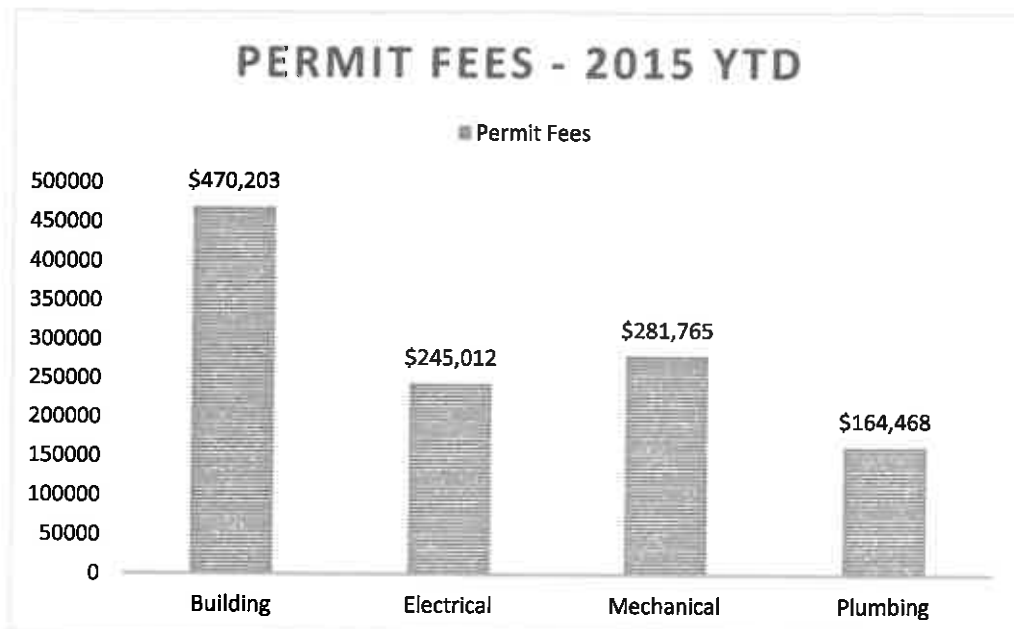
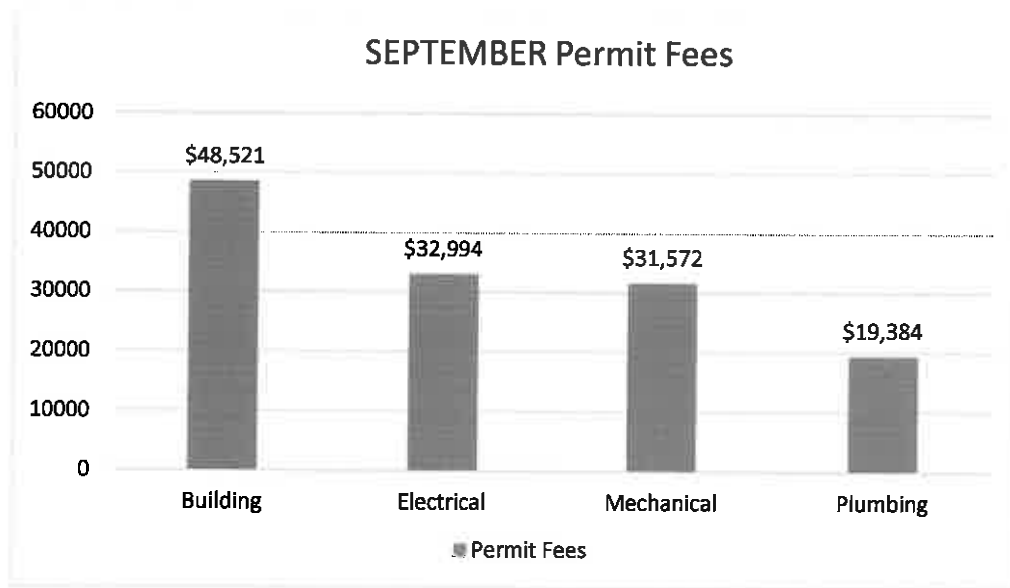
Oxana Sourine 9.30.15
Submitted by Date
Oxana Sourine Deputy Treasurer

Ken Peirce 9/29/2015
Reviewed by Date
Ken Peirce Treasurer

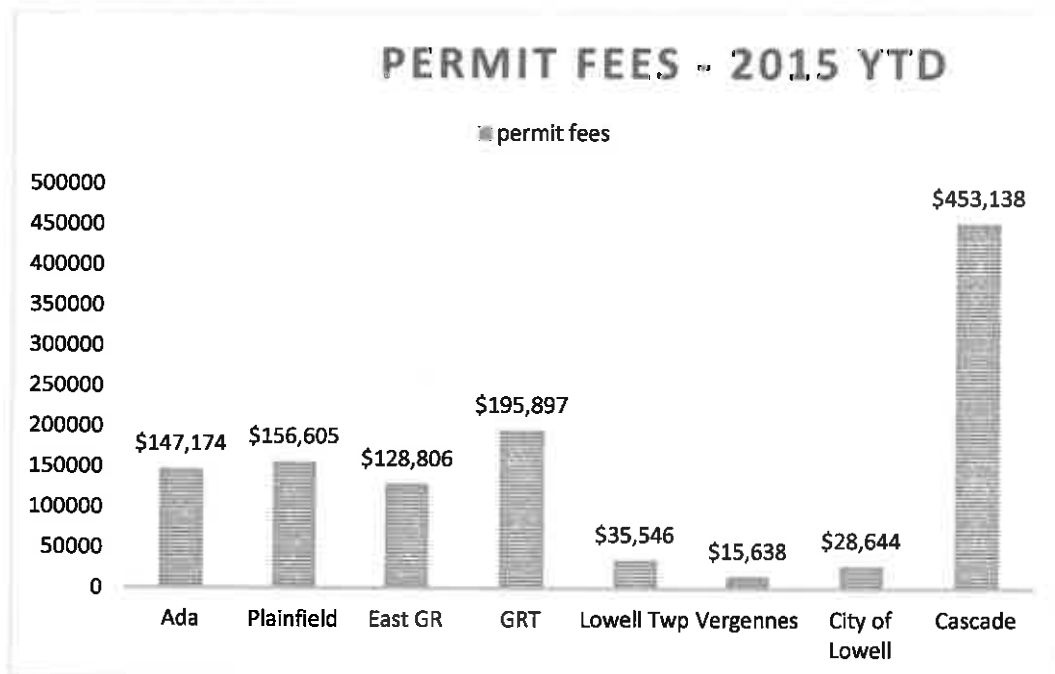
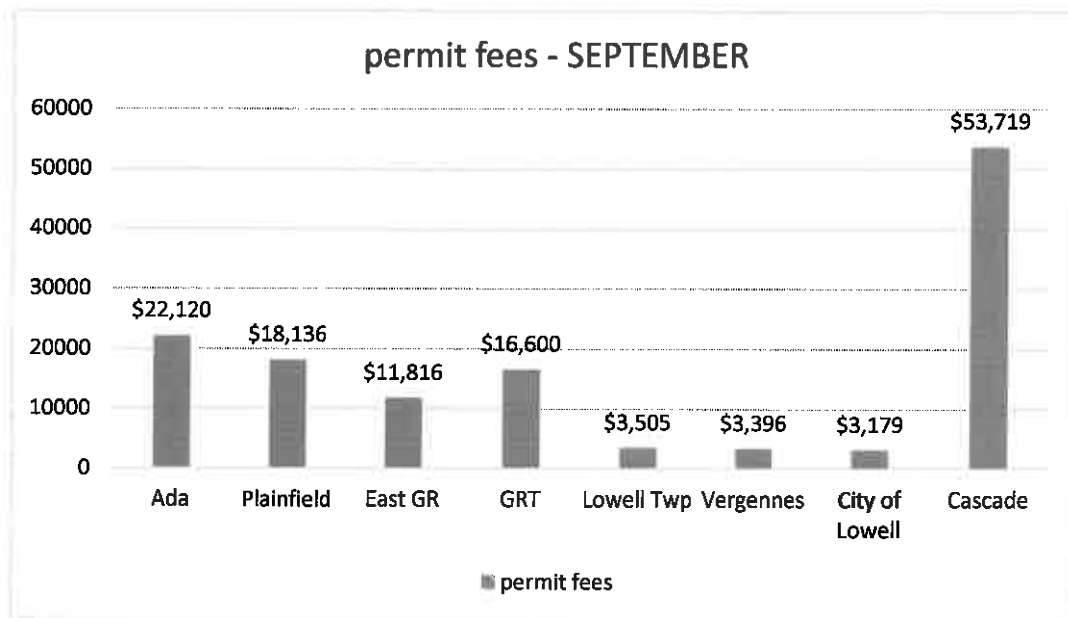
Cascade Inspection Services

SEPTEMBER 2015

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	965	\$421,681.51	1275	\$212,018.00	1994	\$250,193.35	902	\$145,084.00	2,877	\$1,028,976.86
SEPTEMBER										
Cascade	50	\$25,388.00	34	\$11,009.00	67	\$11,104.50	27	\$6,217.00	178	\$53,718.50
Lowell Twp	5	\$973.00	10	\$1,235.00	8	\$935.00	2	\$362.00	25	\$3,505.00
Ada	28	\$9,660.00	28	\$5,154.00	36	\$4,305.00	19	\$3,001.00	111	\$22,120.00
Vergennes			5	\$1,229.00	7	\$1,385.00	4	\$782.00	16	\$3,396.00
GR Twp	26	\$7,777.00	29	\$3,381.00	29	\$3,355.00	19	\$2,087.00	103	\$16,600.00
EGR	23	\$3,503.00	20	\$2,870.00	26	\$3,030.00	19	\$2,413.00	88	\$11,816.00
Plainfield			51	\$7,211.00	58	\$7,062.25	23	\$3,863.00	132	\$18,136.25
City of Lowell	6	\$1,220.00	7	\$905.00	4	\$395.00	5	\$659.00	22	\$3,179.00
MONTH TOTAL	138	\$ 48,521.00	184	\$ 32,994.00	235	\$ 31,571.75	118	\$ 19,384.00	675	\$132,470.75
YTD 2015	1103	\$470,202.51	1459	\$245,012.00	2229	\$281,765.10	1020	\$164,468.00	3552	\$1,161,447.61
TOTAL-2014	1354	\$ 615,191.80	1780	\$297,971.00	2860	\$ 359,989.90	1257	\$ 196,553.00	2469	\$ 1,469,705.70
TOTAL-2013	1241	\$644,712.00	1667	\$288,442.06	2583	\$334,045.70	969	\$142,474.00	6460	\$1,409,673.76
TOTAL-2012	1,122	\$511,272.00	1,349	\$188,766.99	2,134	\$247,625.30	835	\$118,335.00	5,440	\$1,065,999.29
TOTAL-2011	949	\$410,550.75	990	\$148,549.50	1585	\$189,180.10	753	\$111,023.00	4277	\$859,303.35
TOTAL-2010	850	\$309,779.00	1330	\$162,994.00	1644	\$188,927.25	625	\$94,790.00	4449	\$756,490.25
TOTAL-2009	712	\$222,039.00	875	\$125,848.00	1313	\$149,101.75	554	\$74,397.00	3463	\$571,382.75
TOTAL-2008	848	\$582,100.75	1043	\$147,674.00	1348	\$164,271.30	697	\$91,695.00	3933	\$951,266.55
TOTAL-2007	1032	\$336,749.55	1069	\$137,857.00	1447	\$151,002.60	778	\$98,270.00	4326	\$723,879.15
TOTAL-2006	1181	\$481,673.30	1547	\$215,121.00	2147	\$243,076.90	1243	\$162,020.00	5173	\$940,523.41
TOTAL-2005	1032	\$419,355.30	1369	\$191,694.00	1874	\$211,234.15	1111	\$144,926.00	5386	\$967,209.45

TOWNSHIP	2015												TOTAL
	JAN	FEB	MARCH	APR	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	
Ada Twp	\$14,066.50	\$13,611.00	\$15,561.00	\$13,322.00	\$11,403.00	\$18,010.00	\$18,424.00	\$20,656.76	\$22,120.00				147,174.26
Permit Fees													
Special Insp													
Ada Total	\$14,066.50	\$13,611.00	\$15,561.00	\$13,322.00	\$11,403.00	\$18,010.00	\$18,424.00	\$20,656.76	\$22,120.00				-
Plainfield	\$13,435.00	\$14,147.00	\$16,104.00	\$17,821.00	\$16,257.00	\$23,702.85	\$18,596.00	\$18,406.00	\$18,136.25				147,174.26
Permit Fees													
Special Insp													\$156,605.10
Plainfield Total	\$13,435.00	\$14,147.00	\$16,104.00	\$17,821.00	\$16,257.00	\$23,702.85	\$18,596.00	\$18,406.00	\$18,136.25				-
East Gr	\$12,749.00	\$12,235.00	\$20,990.00	\$18,639.00	\$12,334.75	\$15,711.00	\$11,630.00	\$12,701.00	\$11,816.00				156,605.10
Permit Fees													
Special Insp													128,805.75
East Gr Tot	\$12,749.00	\$12,235.00	\$20,990.00	\$18,639.00	\$12,334.75	\$15,711.00	\$11,630.00	\$12,701.00	\$11,816.00				-
GR Twp	\$18,018.75	\$13,472.50	\$23,011.25	\$25,397.00	\$21,563.50	\$37,633.00	\$18,676.00	\$20,505.00	\$16,600.00				128,805.75
Permit Fees													
Special Insp													195,897.00
GR Twp tot	\$18,018.75	\$13,472.50	\$23,011.25	\$25,397.00	\$21,563.50	\$37,633.00	\$18,676.00	\$20,505.00	\$16,600.00				-
Lowell Twp	\$1,134.00	\$2,444.50	\$735.00	\$4,725.00	\$3,885.00	\$5,671.00	\$8,721.00	\$4,725.00	\$3,505.00				195,897.00
Permit Fees													
Special Insp													35,545.50
Lowell Tot	\$1,134.00	\$2,444.50	\$735.00	\$4,725.00	\$3,885.00	\$5,671.00	\$8,721.00	\$4,725.00	\$3,505.00				-
Vergennes	\$579.00	\$948.00	\$421.00	\$2,610.00	\$2,714.00	\$2,164.00	\$2,074.00	\$732.00	\$3,396.00				35,545.50
Permit Fees													
Special Insp													15,638.00
Verg Total	\$579.00	\$948.00	\$421.00	\$2,610.00	\$2,714.00	\$2,164.00	\$2,074.00	\$732.00	\$3,396.00				-
City of Low	\$1,353.00	\$6,664.00	\$737.00	\$1,840.00	\$2,209.00	\$4,733.00	\$4,856.00	\$3,073.00	\$3,179.00				15,638.00
Permit Fees													
Special Insp													\$28,644.00
City Tot	\$1,353.00	\$6,664.00	\$737.00	\$1,840.00	\$2,209.00	\$4,733.00	\$4,856.00	\$3,073.00	\$3,179.00				
Subtotal	\$61,335.25	\$63,522.00	\$77,559.25	\$84,354.00	\$70,386.25	\$107,624.85	\$83,977.00	\$80,798.76	\$78,752.25				\$28,644.00
Cascade	\$26,449.75	\$21,685.00	\$34,578.00	\$97,078.25	\$63,274.75	\$45,390.25	\$50,994.00	\$59,969.50	\$53,718.50				708,309.61

CASCADE CONSOLIDATED FEES

YEAR 2015

MONTH	Building Comm.	Building Residential	Electrical	Mechanical	Plumbing	TOTAL
JANUARY	\$3,026.00	\$5,780.00	\$9,882.00	\$4,620.75	\$3,141.00	\$26,449.75
FEBRUARY	\$1,676.00	\$7,073.00	\$3,869.00	\$5,685.00	\$3,382.00	\$21,685.00
MARCH	\$8,756.00	\$6,037.00	\$6,335.00	\$7,675.00	\$5,775.00	\$34,578.00
APRIL	\$65,895.00	\$6,874.00	\$11,472.00	\$6,022.25	\$4,815.00	\$97,078.25
MAY	\$13,108.00	\$14,049.00	\$15,824.00	\$11,646.75	\$8,647.00	\$63,274.75
JUNE	\$9,838.00	\$10,008.00	\$7,272.00	\$12,003.25	\$6,289.00	\$45,390.25
JULY	\$17,768.00	\$12,508.00	\$6,160.00	\$8,553.00	\$6,005.00	\$50,994.00
AUGUST	\$20,704.00	\$6,568.00	\$6,857.00	\$18,337.50	\$5,503.00	\$59,969.50
SEPTEMBER	\$17,887.00	\$7,501.00	\$11,009.00	\$11,104.50	\$6,217.00	\$53,718.50
OCTOBER						
NOVEMBER						
DECEMBER						
YEAR END TOTAL	\$158,658.00	\$76,398.00	\$80,680.00	\$87,648.00	\$49,764.00	\$453,138.00
PERMIT # FOR MONTH	20	30	34	67	27	178
PREV PERMIT TOTAL	122	204	337	500	223	1386
PERMIT TOTAL FOR YR	142	234	371	567	250	1564
YEAR TO DATE	2015	\$453,138.00				
YEAR TO DATE	2014	\$320,117.10				
OVER	\$133,020.90					

Cascade Charter Township Monthly Permit Fees

Date: 10/2/2015

Month of: SEPTEMBER

To: MILDRED PINDER

From: BRIAN WILSON

Please make a check payable to each township listed below for amounts due

TOWNSHIP	ACCOUNT	TOTAL FEES	80%	20%	CHARGES/REFUNDS	TOTAL DUE
LOWELL TWP	249-964-964-100	\$3,505.00	\$2,804.00	\$701.00		\$701.00
ADA	249-964-964-400	\$22,120.00	\$17,696.00	\$4,424.00		\$4,424.00
VERGENNES	249-964-964-200	\$3,396.00	\$2,716.80	\$679.20		\$679.20
GR TWP	249-964-964-300	\$16,600.00	\$13,280.00	\$3,320.00		\$3,320.00
EAST GR	249-964-964-500	\$11,816.00	\$9,452.80	\$2,363.20		\$2,363.20
PLAINFIELD	249-964-964-600	\$18,136.25	\$14,509.00	\$3,627.25		\$3,627.25
CASCADE ADMIN	249-964-964-800	\$53,718.50	\$42,974.80	\$10,743.70		\$10,743.70
CITY OF LOWELL	249-964-964-700	\$3,179.00	\$2,543.20	\$635.80		\$635.80

CASCADE SINGLE FAMILY HOMES

Number of Permits	SEPTEMBER	YTD 2015	2014	2013	2012	2011	2010
New Residential Homes	3	50	154	74	49	34	32
VALUE - RESIDENTIAL	\$ 1,497,685.00	\$ 21,816,986.00	\$ 39,466,458.00	\$ 30,714,184.00	\$16,148,000.00		

Cascade Twp -Permit Report by Category/ Fee

9/1/2015 12:00:0 to 9/30/2015 12:00:

Permit	Applicant	Address	Issue Date	Project Value	Permit Fee	Work Description
Res. Single Family						
PB15000095	SHURLOW CUSTOM H	3018 ASHTON RIDGE DR SE	09/09/2015	333,005	863.00	RESIDENCE
PB15001082	LET US INC	2835 BURWOOD HILLS CT SE	09/16/2015	425,000	885.00	RESIDENCE W/FINISHED BASEMI
PB15001084	ZAHN BUILDERS INC	7150 GLADYS DR SE	09/18/2015	739,680	1,813.00	RESIDENCE
				1,497,685	3,561.00	
3	Permits	Value Total		1,497,685	3,561.00	Fee Total



September 15, 2015



T8 P1 544 *****AUTO**ALL FOR AADC 493

Cascade Township
Or Current Resident
2865 Thornhills Ave. SE
Grand Rapids, MI 49546-7195

Dear Franchise Official:

Containing costs and efficiently managing our operations are critical to providing customers with the best value possible. Like every business, Charter faces rising costs that require occasional price adjustments.

As a result, customers in your community will be notified of the following price adjustments through a billing statement message on or after September 21, 2015:

- *Due to rising programming costs, effective on or after October 24, 2015 pricing will be adjusted for the Broadcast TV Surcharge from \$5.25 to \$6.05. This reflects charges assessed to Charter by broadcast TV stations.*

The following packages will also be adjusted:

- *Digi Tier 1 a la carte will increase from \$10.00 to \$12.00 (Does not impact promotions, silver or gold tiers)*
- *Digi Tier 2 a la carte will increase from \$10.00 to \$12.00 (Does not impact promotions, silver or gold tiers)*
- *Legacy Sports View and Sports View Plus will increase from \$10.00 to \$12.00*
- *Legacy Digital View Plus will increase from \$10.00 to \$12.00*
- *Legacy Digital View will increase from \$5.00 to \$7.00*
- *Legacy Sports View will increase from \$7.00 to \$9.00*

Charter continues to add new HD channels at no additional cost; provide more than 10,000 On Demand choices, more than 1,500 of them in HD. As customers continue to expand their TV viewing to alternate devices such as tablets, Charter offers downloadable channel apps that enable customers to use these devices for viewing and to access their DVRs remotely. Also, Charter TV and Internet customers can now access the Charter Spectrum TV App, providing more than 100 live TV channels inside their home on their tablet or Smartphone at no additional charge.

We remain committed to providing excellent communications and entertainment services in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at **(616) 607-2377**.

Sincerely,

Marilyn Passmore
Director, Government Affairs
Charter Communications, Michigan

TOWNSHIP BOARD MEMORANDUM

To: Cascade Charter Township Board

From: Sandra Korhorn, DDA/Economic Development Director *SKK*

Subject: Consider Change Order #2 and Pay Draw #2 for the Village Improvements

Meeting Date: October 7, 2015

Attached is the contractor's application for payment #2 for the Cascade Village Improvements project. This project consists of DDA intersection improvements, a mid-block crossing, sewer and storm improvements as well as some work for the Kent County Road Commission. The pay application, pay estimate report and account balance are attached.

The amount due is \$332,328.18. The work completed and recommended for payment in this pay request has been reviewed and approved by FTCH.

There is also a Change Order included with this packet. This change order mainly deals with the added sanitary sewer work on Old 28th St. The original contract price for the project was \$1,702,192.73 and the contract price with all approved change orders is \$1,762,980.34.

Staff recommends approval of Change Order #2 and Pay Draw #2 for the Village Improvements project.

Attachments: Township Engineer letter
Change Order #2
Pay Draw #2



TRANSMITTAL

Ms. Sandra Korhorn
Cascade Charter Township
2865 Thornhills Avenue, SE
Grand Rapids, MI 49546-7192

October 1, 2015

Re: Cascade Charter Township
2015 DDA Village Improvements

Project No. G140224

- ☒ FOR REVIEW
- ☒ FOR YOUR USE
- ☐ AS REQUESTED

Sent By: Michael L. Berrevoets, PE/jc2

COPIES	DATE	DESCRIPTION
1	10/1/2015	Pay Application No. 2 with Attachments - Corrected

COMMENTS

Attached is a corrected Contractor's Application and Recommendation for Payment No. 2 for the period ending September 26, 2015, and find it in compliance with the work completed to date. Please forward one copy, with payment, to the Contractor and keep a copy for your files.

Please disregard previous Application and Recommendation for Payment No. 2.

By email

APPLICATION AND RECOMMENDATION FOR PAYMENT
PAGE 1 OF 3

TO: Cascade Charter Township
In Care of: Fishbeck, Thompson, Carr & Huber, Inc. (FTCH)
1515 Arboretum Drive, SE
Grand Rapids, MI 49546

FROM (Contractor): Kamminga & Roodvoets, Inc.
3435 Broadmoor, SE
Grand Rapids, MI 49512

Application No: 2
Period From: August 29, 2015
To: September 26, 2015

Project: 2015 DDA Village Improvements
FTCH Project Number: G140224

APPLICATION FOR PAYMENT:

Application for Payment is made, as indicated below, in connection with the Contract.

1.	Original Contract Price	\$1,702,192.73
2.	Net change by Change Orders	\$60,787.61
3.	Current Contract Price (1 plus 2)	\$1,762,980.34
4.	Gross Amount Due (From Unit Price Schedule)	\$922,675.74
5.	Retainage (Per Agreement) 10% of Work Completed to 50% of Contract Amount: \$85,109.64	
	Total Retainage	\$85,109.64
6.	Amount Eligible to Date (4 minus 5)	\$837,566.10
7.	Less Previous Payments	\$505,237.92
8.	Amount Due This Application (6 minus 7)	<u>\$332,328.18</u>

CHANGE ORDER SUMMARY:

Change Orders Approved by Owner	ADDITIONS	DEDUCTIONS
Change Order No. 1 Change Order No. 2	\$38,402.45 \$22,385.16	
Net Change by Change Orders	\$60,787.61	

PAGE 2 OF 3

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of its knowledge (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Dated SEPTEMBER 30, 2016

KAMMINGA + ROUSVETS, INC
Contractor

By [Signature]
(Signature)

DANIEL RINGMACA
Name and Title of Signatory

ENGINEER'S RECOMMENDATION:

To: Cascade Charter Township

In accordance with the Contract, the undersigned recommends payment to Contractor.

AMOUNT RECOMMENDED: \$332,328.18
(Attach explanation if amount recommended differs from the amount applied for.)

ENGINEER: Fishbeck, Thompson, Carr & Huber, Inc.

Dated October 1, 2015

By [Signature]
(Signature)

Mike Berrevoets, PE, Project Manager
Name and Title of Signatory

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

This recommendation for payment is based on a review of the Work performed as compared to the amount of the application. This recommendation does not imply that Engineer is reviewing construction lien documents nor does it imply that Engineer is acting as a guarantor of the property. Any review of construction lien documents by Engineer is for information purposes only.

APPLICATION AND RECOMMENDATION FOR PAYMENT
PAGE 3 OF 3

TO: Cascade Charter Township
In Care of: Fishbeck, Thompson, Carr & Huber, Inc. (FTCH)
1515 Arboretum Drive, SE
Grand Rapids, MI 49546

FROM (Contractor): Kamminga & Roodvoets, Inc.
3435 Broadmoor, SE
Grand Rapids, MI 49512

Application No: 2
Period From: August 29, 2015
To: September 26, 2015

Project: 2015 DDA Village Improvements
FTCH Project Number: G140224

See attached Construction Pay Estimate Report and Amount Balance Report.

Gross Amount Due	\$922,675.74
Less Retainage	\$85,109.64
Amount Due to Date	\$837,566.10
Less Previous Payments Recommended	\$505,237.92
Amount Due This Application	<u>\$332,328.18</u>



Construction Pay Estimate Report

Fishbeck, Thompson, Carr and Huber, Inc.

9/30/2015 9:30 AM

FieldManager 5.1a

Contract: _G140224, Cascade 2015 DDA Village Improvements

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
09/30/2015	2	Michael L Berrevoets	Semi-Monthly	No		
Prime Contractor Kamminga & Roodvoets, Inc.				Managing Office Fishbeck, Thompson, Carr & Huber, Inc.		

Comments

Pay Application #2 for work completed through September 26, 2015

Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
_ Remove Pavement, Special	2047011	0059	G140224	0002	0401	SA	001	228.700	\$4,329.29
_ Sanitary Sewer, 12-inch, PVC D2680	8507001	0067	G140224	0002	0411	SA	001	292.500	\$31,882.50
6-inch Header Curb	_3603041	0041	G140224	0001	0300	00	000	44.500	\$1,401.75
ADA Sidewalk Ramp Tactile Warning Plate	_3603042	0042	G140224	0001	0310	00	000	156.000	\$5,475.60
Aggregate Base, 3 inch	3020008	0063	G140224	0001	0406	SA	001	399.800	\$2,798.60
Aggregate Base, 6-inch	_3603026	0026	G140224	0001	0175	00	000	821.300	\$7,946.08
Aggregate Base, 6-inch	_3603026	0026	G140224	0002	0170	00	000	147.200	\$1,424.16
Bituminous Paving, 2C	_3603029	0029	G140224	0001	0205	00	000	145.400	\$11,829.74
Bituminous Paving, 2C	_3603029	0029	G140224	0002	0210	00	000	65.700	\$5,345.35
Bituminous Paving, 5E10	_3603030	0030	G140224	0001	0215	00	000	62.200	\$6,773.58
Bituminous Paving, 5E10	_3603030	0030	G140224	0002	0225	00	000	31.600	\$3,441.24
Brick Pavers, Place Salvaged	_3603040	0040	G140224	0001	0295	00	000	1,177.000	\$6,090.98
Cash Allowances - Testing	_3603002	0002	G140224	0001	0010	00	000	11,996.050	\$11,996.05
Catch Basin, 4-foot Diameter	_3603023	0023	G140224	0001	0145	00	000	2.000	\$5,850.00
Concrete Curb and Gutter	_3603031	0031	G140224	0001	0230	00	000	744.000	\$18,414.00
Concrete Curb and Gutter	_3603031	0031	G140224	0002	0240	00	000	210.000	\$5,197.50
Concrete Header, 24-inch Wide	_3603037	0037	G140224	0001	0270	00	000	408.000	\$13,770.00
Concrete Pavement, 9-inch	_3603035	0035	G140224	0001	0260	00	000	519.700	\$43,966.62
Concrete Sidewalk, 4-inch	_3603038	0038	G140224	0001	0275	00	000	1,891.300	\$8,510.85
Concrete Sidewalk, 4-inch	_3603038	0038	G140224	0002	0280	00	000	1,372.000	\$6,174.00
Concrete Sidewalk, 6-inch	_3603039	0039	G140224	0001	0285	00	000	383.000	\$2,809.31
Decorative Concrete Paving, 9-inch, Colored and Stamped	_3603033	0033	G140224	0001	0250	00	000	1,788.000	\$21,724.20
Electrical Street Lighting	_3603051	0051	G140224	0001	0365	00	000	0.250	\$11,531.25
Flagpole Removal, Storage and Installation	_3603050	0050	G140224	0001	0360	00	000	0.800	\$2,880.00

Contract ID: _G140224

Estimate: 2

Page 1 of 3



Construction Pay Estimate Report

Fishbeck, Thompson, Carr and Huber, Inc.

9/30/2015 9:30 AM

FieldManager 5.1a

Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
Flowable Fill	_3603012	0012	G140224	0002	0085	00	000	26.000	\$5,850.00
Irrigation System Improvements	_3603049	0049	G140224	0001	0355	00	000	0.750	\$5,464.13
Landscaping Planting and Tree Trimming	_3603048	0048	G140224	0001	0350	00	000	0.750	\$3,805.31
Remove and Salvage Brick Pavers	_3603014	0014	G140224	0001	0100	00	000	2,344.900	\$4,495.17
Remove Concrete Curb and Gutter	_3603009	0009	G140224	0001	0065	00	000	479.100	\$3,449.52
Remove Concrete Curb and Gutter	_3603009	0009	G140224	0002	0070	00	000	225.900	\$1,626.48
Remove Concrete Sidewalk	_3603008	0008	G140224	0001	0055	00	000	171.300	\$1,156.28
Remove Concrete Sidewalk	_3603008	0008	G140224	0002	0050	00	000	76.500	\$516.38
Remove Pavement	_3603006	0006	G140224	0001	0040	00	000	1,140.930	\$15,915.97
Remove Pavement	_3603006	0006	G140224	0002	0030	00	000	90.000	\$1,255.50
Remove Pavement	_3603006	0006	G140224	0003	0035	00	000	16.700	\$232.97
Remove Pavement Markings	_3603004	0004	G140224	0001	0020	00	000	0.250	\$1,125.00
Remove Structure	_3603011	0011	G140224	0001	0080	00	000	5.000	\$1,125.00
Remove Tree 6 to 18-inch Diameter	_3603010	0010	G140224	0001	0075	00	000	1.000	\$405.00
Remove, Salvage and Reinstall Sign	_3603013	0013	G140224	0001	0090	00	000	3.000	\$540.00
Roadway Grading	_3603024	0024	G140224	0001	0150	00	000	0.550	\$18,117.00
Sanitary Manhole, 4-foot Diameter	_3603017	0017	G140224	0002	0115	00	000	2.000	\$6,750.00
Sanitary Sewer, 15-inch, PVC D2680	_3603016	0016	G140224	0002	0110	00	000	16.000	\$1,872.00
Sanitary Sewer, 8-inch, PVC D2680	_3603015	0015	G140224	0002	0105	00	000	8.500	\$1,912.50
Storm Manhole, 4-foot Diameter	_3603022	0022	G140224	0001	0140	00	000	1.000	\$2,880.00
Storm Sewer, 12-inch, C-76, Class IV	_3603020	0020	G140224	0001	0130	00	000	62.500	\$5,568.75
Storm Sewer, 15-inch, C-76, Class IV	_1300342	0061	G140224	0001	0404	SA	001	22.000	\$2,310.00
Structure Casting, Adjust	_3603027	0027	G140224	0001	0185	00	000	9.000	\$3,807.00
Subbase	_3603025	0025	G140224	0001	0155	00	000	119.200	\$2,038.32
Subbase	_3603025	0025	G140224	0002	0165	00	000	97.500	\$1,667.25
Traffic Signal Installation, Cascade and Thornapple	_3603057	0057	G140224	0001	0395	00	000	0.100	\$22,055.22
Traffic Signal Staging, Cascade and 28th	_3603054	0054	G140224	0001	0380	00	000	0.350	\$1,771.88



Construction Pay Estimate Report

Fishbeck, Thompson, Carr and Huber, Inc.

9/30/2015 9:30 AM

FieldManager 5.1a

Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
Traffic Signal Staging, Cascade and Thornapple	3603055	0055	G140224	0001	0385	00	000	0.400	\$2,025.00

Total Estimated Item Payment: **\$361,300.28**

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	Overall Contract Site	Completion Date		\$0

Total Liquidated Damages: **\$0**

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
G140224, Cascade 2015 DDA Village Improvements	0002	\$361,300.28	\$0.00	\$361,300.28

Voucher Total: **\$361,300.28**

Summary

Current Voucher Total:	\$361,300.28	Earnings to date:	\$922,675.74
-Current Retainage:	\$28,972.09	- Retainage to date:	\$85,109.64
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$332,328.19	Net Earnings to date:	\$837,566.10
		- Payments to date:	\$505,237.91
		Net Earnings this period:	\$332,328.19

Estimate Certification

Mr. Michael Berrevoets, PE (Project Engineer) and/or

(Date)



Construction Pay Estimate Amount Balance Report

Estimate: 2

9/30/2015 9:30 AM

Fishbeck, Thompson, Carr and Huber, Inc.

FieldManager 5.1a

Contract: _G140224, Cascade 2015 DDA Village Improvements

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
Mobilization (5% Maximum of Total Bid)	_3603001	0001	G140224	0001	1.000		1.000	1.000	100%	84,600.00000	\$84,600.00
Cash Allowances - Testing	_3603002	0002	G140224	0001	25,000.000	11,996.050	11,996.050	11,996.050	48%	1.00000	\$11,996.05
Maintaining Traffic	_3603003	0003	G140224	0001	1.000		0.500	0.500	50%	109,980.00000	\$54,990.00
Remove Pavement Markings	_3603004	0004	G140224	0001	1.000	0.250	0.500	0.500	50%	4,500.00000	\$2,250.00
Soil Erosion and Sedimentation Control	_3603005	0005	G140224	0001	1.000		0.500	0.500	50%	9,000.00000	\$4,500.00
Remove Pavement	_3603006	0006	G140224	0001	4,935.000	1,140.930	3,601.730	3,601.730	73%	13.95000	\$50,244.13
Remove Pavement	_3603006	0006	G140224	0002	665.000	90.000	295.000	295.000	44%	13.95000	\$4,115.25
Remove Pavement	_3603006	0006	G140224	0003	66.700	16.700	66.700	66.700	100%	13.95000	\$930.47
Cold-Milling Bituminous Surface-TRD	_3603007	0007	G140224	0003	550.000		550.000	550.000	100%	9.00000	\$4,950.00
Remove Concrete Sidewalk	_3603008	0008	G140224	0001	330.000	171.300	314.000	314.000	95%	6.75000	\$2,119.51
Remove Concrete Sidewalk	_3603008	0008	G140224	0002	96.500	76.500	96.500	96.500	100%	6.75000	\$651.38
Remove Concrete Curb and Gutter	_3603009	0009	G140224	0001	1,810.000	479.100	1,391.100	1,391.100	77%	7.20000	\$10,015.92
Remove Concrete Curb and Gutter	_3603009	0009	G140224	0002	285.900	225.900	285.900	285.900	100%	7.20000	\$2,058.48
Remove Concrete Curb and Gutter	_3603009	0009	G140224	0003	60.000		60.000	60.000	100%	7.20000	\$432.00
Remove Tree 6 to 18-inch Diameter	_3603010	0010	G140224	0001	4.000	1.000	4.000	4.000	100%	405.00000	\$1,620.00
Remove Structure	_3603011	0011	G140224	0001	11.000	5.000	9.000	9.000	82%	225.00000	\$2,025.00
Flowable Fill	_3603012	0012	G140224	0002	26.000	26.000	26.000	26.000	100%	225.00000	\$5,850.00
Remove, Salvage and Reinstall Sign	_3603013	0013	G140224	0001	3.000	3.000	3.000	3.000	100%	180.00000	\$540.00
Remove and Salvage Brick Pavers	_3603014	0014	G140224	0001	5,500.000	2,344.900	4,339.000	4,339.000	79%	1.91700	\$8,317.86
Remove and Salvage Brick Pavers	_3603014	0014	G140224	0002	50.000		50.000	50.000	100%	1.91700	\$95.85
Sanitary Sewer, 8-inch, PVC D2680	_3603015	0015	G140224	0002	8.500	8.500	8.500	8.500	100%	225.00000	\$1,912.50
Sanitary Sewer, 15-inch, PVC D2680	_3603016	0016	G140224	0002	88.000	16.000	88.000	88.000	100%	117.00000	\$10,296.00

Contract: _G140224

Estimate: 2

Page 1 of 5



Construction Pay Estimate Amount Balance Report

Estimate: 2

9/30/2015 9:30 AM

Fishbeck, Thompson, Carr and Huber, Inc.

FieldManager 5.1a

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
Sanitary Manhole, 4-foot Diameter	_3603017	0017	G140224	0002	4.000	2.000	4.000	4.000	100%	3,375.00000	\$13,500.00
Sanitary Force Main, 16-inch, DI, Special Lining	_3603018	0018	G140224	0002	522.000		522.000	522.000	100%	225.00000	\$117,450.00
Sanitary Force Main, Maintain Service	_3603019	0019	G140224	0002	1.000		1.000	1.000	100%	9,000.00000	\$9,000.00
Storm Sewer, 12-inch, C-76, Class IV	_3603020	0020	G140224	0001	147.500	62.500	147.500	147.500	100%	89.10000	\$13,142.25
Storm Sewer, 18-inch, C-76, Class IV	_3603021	0021	G140224	0001	0.000		0.000			121.50000	
Storm Manhole, 4-foot Diameter	_3603022	0022	G140224	0001	2.000	1.000	2.000	2.000	100%	2,880.00000	\$5,760.00
Catch Basin, 4-foot Diameter	_3603023	0023	G140224	0001	5.000	2.000	5.000	5.000	100%	2,925.00000	\$14,625.00
Roadway Grading	_3603024	0024	G140224	0001	1.000	0.550	0.750	0.750	75%	32,940.00000	\$24,705.00
Subbase	_3603025	0025	G140224	0001	335.000	119.200	239.600	239.600	72%	17.10000	\$4,097.16
Subbase	_3603025	0025	G140224	0002	350.000	97.500	347.500	347.500	99%	17.10000	\$5,942.25
Subbase	_3603025	0025	G140224	0003	15.000		15.000	15.000	100%	17.10000	\$256.50
Aggregate Base, 6-inch	_3603026	0026	G140224	0001	1,370.000	821.300	1,249.100	1,249.100	91%	9.67500	\$12,085.05
Aggregate Base, 6-inch	_3603026	0026	G140224	0002	731.300	147.200	731.300	731.300	100%	9.67500	\$7,075.33
Aggregate Base, 6-inch	_3603026	0026	G140224	0003	30.000		30.000	30.000	100%	9.67500	\$290.25
Structure Casting, Adjust	_3603027	0027	G140224	0001	16.000	9.000	15.000	15.000	94%	423.00000	\$6,345.00
Structure Casting, Adjust	_3603027	0027	G140224	0002	1.000		1.000	1.000	100%	423.00000	\$423.00
Structure Casting, Adjust, Type B	_3603028	0028	G140224	0001	2.000		0.000			675.00000	
Bituminous Paving, 2C	_3603029	0029	G140224	0001	355.000	145.400	234.800	234.800	66%	81.36000	\$19,103.32
Bituminous Paving, 2C	_3603029	0029	G140224	0002	215.700	65.700	215.700	215.700	100%	81.36000	\$17,549.35
Bituminous Paving, 2C	_3603029	0029	G140224	0003	10.000		10.000	10.000	100%	81.36000	\$813.60
Bituminous Paving, 5E10	_3603030	0030	G140224	0001	135.000	62.200	95.400	95.400	71%	108.90000	\$10,389.06
Bituminous Paving, 5E10	_3603030	0030	G140224	0002	55.000	31.600	41.600	41.600	76%	108.90000	\$4,530.24
Bituminous Paving, 5E10	_3603030	0030	G140224	0003	40.000		40.000	40.000	100%	108.90000	\$4,356.00
Concrete Curb and Gutter	_3603031	0031	G140224	0001	1,740.000	744.000	1,487.500	1,487.500	85%	24.75000	\$36,815.63

Contract: _G140224

Estimate: 2

Page 2 of 5



Construction Pay Estimate Amount Balance Report

Estimate: 2

9/30/2015 9:30 AM

Fishbeck, Thompson, Carr and Huber, Inc.

FieldManager 5.1a

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
Concrete Curb and Gutter	_36030310031		G140224	0002	251.000	210.000	251.000	251.000	100%	24.75000	\$6,212.25
Concrete Curb and Gutter	_36030310031		G140224	0003	100.000		100.000	100.000	100%	24.75000	\$2,475.00
Decorative Concrete Pavement Test Panels	_36030320032		G140224	0001	6.000		6.000	6.000	100%	495.00000	\$2,970.00
Decorative Concrete Paving, 9-inch, Colored and Stamped	_36030330033		G140224	0001	5,990.000	1,788.000	3,125.000	3,125.000	52%	12.15000	\$37,968.75
Decorative Concrete Paving, 9-inch, Colored	_36030340034		G140224	0001	0.000		0.000			94.50000	
Concrete Pavement, 9-inch	_36030350035		G140224	0001	2,400.000	519.700	895.900	895.900	37%	84.60000	\$75,793.14
Concrete Joint, Cp, (Dowel Bar Assemblies)	_36030360036		G140224	0001	1,220.000		0.000			14.35500	
Concrete Header, 24-inch Wide	_36030370037		G140224	0001	1,420.000	408.000	636.000	636.000	45%	33.75000	\$21,465.00
Concrete Sidewalk, 4-inch	_36030380038		G140224	0001	2,290.000	1,891.300	2,241.300	2,241.300	98%	4.50000	\$10,085.85
Concrete Sidewalk, 4-inch	_36030380038		G140224	0002	1,372.000	1,372.000	1,372.000	1,372.000	100%	4.50000	\$6,174.00
Concrete Sidewalk, 6-inch	_36030390039		G140224	0001	690.000	383.000	453.000	453.000	66%	7.33500	\$3,322.76
Brick Pavers, Place Salvaged	_36030400040		G140224	0001	4,900.000	1,177.000	1,177.000	1,177.000	24%	5.17500	\$6,090.98
Brick Pavers, Place Salvaged	_36030400040		G140224	0002	50.000		0.000			5.17500	
6-inch Header Curb	_36030410041		G140224	0001	113.500	44.500	113.500	113.500	100%	31.50000	\$3,575.25
ADA Sidewalk Ramp Tactile Warning Plate	_36030420042		G140224	0001	448.000	156.000	156.000	156.000	35%	35.10000	\$5,475.60
ADA Sidewalk Ramp Tactile Warning Plate	_36030420042		G140224	0002	12.000		0.000			35.10000	
Pavement Marking, 4-inch	_36030430043		G140224	0001	6,900.000		0.000			0.29700	
Pavement Marking, Cold Plastic, 18" Stop Bar	_36030440044		G140224	0001	350.000		0.000			7.31700	
Pavement Marking, Cold Plastic, Arrow Symbol	_36030450045		G140224	0001	18.000		0.000			140.62500	
Pavement Marking, Cold Plastic, Arrow Symbol	_36030450045		G140224	0003	2.000		0.000			140.62500	



Construction Pay Estimate Amount Balance Report

Estimate: 2

9/30/2015 9:30 AM

Fishbeck, Thompson, Carr and Huber, Inc.

FieldManager 5.1a

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
Pavement Marking, Cold Plastic, "ONLY" Symbol	_360304	0046	G140224	0001	8.000		0.000			129.37500	
Pavement Marking, Cold Plastic, "ONLY" Symbol	_360304	0046	G140224	0003	1.000		0.000			129.37500	
Lawn Restoration	_360304	0047	G140224	0001	1.000		0.000			12,600.00000	
Landscaping Planting and Tree Trimming	_360304	0048	G140224	0001	1.000	0.750	0.750	0.750	75%	5,073.75000	\$3,805.31
Irrigation System Improvements	_360304	0049	G140224	0001	1.000	0.750	0.750	0.750	75%	7,285.50000	\$5,464.13
Flagpole Removal, Storage and Installation	_360305	0050	G140224	0001	1.000	0.800	1.000	1.000	100%	3,600.00000	\$3,600.00
Electrical Street Lighting	_360305	0051	G140224	0001	1.000	0.250	0.350	0.350	35%	46,125.00000	\$16,143.75
Traffic Signal Removal, Cascade and 28th	_360305	0052	G140224	0001	1.000		0.000			2,812.50000	
Traffic Signal Removal, Cascade and Thornapple	_360305	0053	G140224	0001	1.000		0.000			2,812.50000	
Traffic Signal Staging, Cascade and 28th	_360305	0054	G140224	0001	1.000	0.350	0.350	0.350	35%	5,062.50000	\$1,771.88
Traffic Signal Staging, Cascade and Thornapple	_360305	0055	G140224	0001	1.000	0.400	0.900	0.900	90%	5,062.50000	\$4,556.25
Traffic Signal Installation, Cascade and 28th	_360305	0056	G140224	0001	1.000		0.000			192,915.00000	
Traffic Signal Installation, Cascade and Thornapple	_360305	0057	G140224	0001	1.000	0.100	0.200	0.200	20%	220,552.20000	\$44,110.44
Miscellaneous Work Allowance	_360305	0058	G140224	0001	29,000.000		0.000			1.00000	
_ Remove Pavement, Special	2047011	0059	G140224	0002	500.000	228.700	473.700	473.700	95%	18.93000	\$8,967.14
_ Remove Pavement, Special	2047011	0059	G140224	0003	100.000		66.700	66.700	67%	18.93000	\$1,262.63
_ Sanitary Forcemain, 16-inch, DI, Fitting Special	8507050	0060	G140224	0002	4.000		4.000	4.000	100%	1,985.00000	\$7,940.00
Storm Sewer, 15-inch, C-76, Class IV	_130034	0061	G140224	0001	30.000	22.000	30.000	30.000	100%	105.00000	\$3,150.00
_ Gate Valve Box Adjust	8237050	0062	G140224	0003	1.000		1.000	1.000	100%	483.95000	\$483.95

Contract: _G140224

Estimate: 2

Page 4 of 5



Construction Pay Estimate Amount Balance Report

Estimate: 2

9/30/2015 9:30 AM

Fishbeck, Thompson, Carr and Huber, Inc.

FieldManager 5.1a

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
Aggregate Base, 3 inch	3020008	0063	G140224	0001	938.400	399.800	938.400	938.400	100%	7.00000	\$6,568.80
Storm Sewer, 8-inch	_3604061	0064	G140224	0001	88.000		88.000	88.000	100%	66.00000	\$5,808.00
Dr Structure, 24 inch dia	4030200	0065	G140224	0001	1.000		1.000	1.000	100%	1,886.00000	\$1,886.00
_ Sanitary Sewer Lateral	8507051	0066	G140224	0002	1.000		1.000	1.000	100%	650.00000	\$650.00
_ Sanitary Sewer, 12-inch, PVC D2680	8507001	0067	G140224	0002	292.500	292.500	292.500	292.500	100%	109.00000	\$31,882.50
Dr Structure Cover, Type B	4030010	0068	G140224	0003	1.000		1.000	1.000	100%	252.00000	\$252.00
Percentage of Contract Completed(curr): 52%							Total Amount Paid This Estimate:		\$361,300.28		
(total paid to date / total of all authorized work)							Total Amount Paid To Date:		\$922,675.75		

Date: September 30, 2015

CHANGE ORDER
PAGE 1 OF 1

CONTRACT FOR:	2015 DDA Village Improvements
OWNER:	Cascade Charter Township 2865 Thornhills Avenue, SE Grand Rapids, MI 49546-7192
CONTRACTOR:	Kamminga & Roodvoets, Inc. 3435 Broadmoor, SE Grand Rapids, MI 49512
ENGINEER:	Fishbeck, Thompson, Carr & Huber, Inc. 1515 Arboretum Drive, SE Grand Rapids, MI 49546
ATTACHMENTS:	Contract Modification No. 2 from Field Manager
Contractor shall indicate approval of Change Order through signing of this document and returning to Engineer. Engineer will forward to Owner, who shall indicate approval of Change Order through signing of this document and returning to Engineer. Upon receipt of fully executed (all signatures) Change Order, Engineer will distribute to all parties.	
YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:	
Added related sanitary sewer restoration work on Old 28th Street, and adjustment of other items.	

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract time:

\$1,702,192.73

Substantial Completion: 11/06/2015

Ready for final payment: 11/13/2015

Contract Price prior to this Change Order:

Contract Time prior to this Change Order:

\$1,740,595.18

Substantial Completion: 11/06/2015

Ready for final payment: 11/13/2015

Net increase (decrease) of this Change Order:

Net 0 of this Change Order:

\$22,385.16

0 Days

Contract Price with all approved Change Orders:

Contract Time with all approved Change Orders:

\$1,762,980.34

Substantial Completion: 11/06/2015

Ready for final payment: 11/13/2015

RECOMMENDED

APPROVED

APPROVED

By: Michael L. Berrevoets
Engineer

By: DAVID SHANE V.P.
Contractor

By: _____
Owner

Michael L. Berrevoets, PE
Project Manager

DAVID SHANE V.P.
Name and Title of Signatory

Name and Title of Signatory

Date: September 30, 2015

Date: 9/30/15

Date: _____

END OF CHANGE ORDER



Contract Modification

Fishbeck, Thompson, Carr and Huber, Inc.

9/29/2015 4:31 PM

FieldManager 5.1a

Contract: _G140224, Cascade 2015 DDA Village Improvements

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
2		9/29/2015	No	\$22,385.16	\$1,702,192.73
Route		Managing Office Fishbeck, Thompson, Carr & Huber, Inc		District 0	Entered By Michael L Berrevoets
Contract Location Cascade Charter Township					

Short Description

Change Order for Pay Application #2.

Description of Changes

Mostly additions for the extra sanitary sewer work restoration on Old 28th Street.

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Remove Pavement	_360300€	0006	0035	G140224	0003	Original	16.700	SYD	13.95000	\$232.97
Reason: As Measured.										
Remove Concrete Sidewalk	_360300€	0008	0050	G140224	0002	Original	76.500	SYD	6.75000	\$516.38
Reason: Additional removal due to extra sanitary sewer construction										
Remove Concrete Curb and Gutter	_360300€	0009	0070	G140224	0002	Original	225.900	LFT	7.20000	\$1,626.48
Reason: Additional Removal due to extra Sanitary Sewer Construction										
Remove Tree 6 to 18-inch Diameter	_360301€	0010	0075	G140224	0001	Original	1.000	EA	405.00000	\$405.00
Reason: Additional tree Removed										
Flowable Fill	_360301€	0012	0085	G140224	0002	Original	6.000	CYD	225.00000	\$1,350.00
Reason: Additional abandonment due to additional Sanitary Sewer Construction										
Sanitary Sewer, 8-inch, PVC D2680	_360301€	0015	0105	G140224	0002	Original	-1.500	LFT	225.00000	\$-337.50
Reason: Item Complete. Balancing quantity.										



Contract Modification

Fishbeck, Thompson, Carr and Huber, Inc.

9/29/2015 4:31 PM

FieldManager 5.1a

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Sanitary Sewer, 15-inch, PVC D2680	_360301E	0016	0110	G140224	0002	Original	-7.000	LFT	117.00000	\$-819.00
Reason: Item Complete. Balancing quantity.										
Sanitary Force Main, 16-inch, DI, Special Lining	_360301E	0018	0120	G140224	0002	Original	-8.000	LFT	225.00000	\$-1,800.00
Reason: Item Complete. Balancing quantity.										
Storm Sewer, 12-inch, C-76, Class IV	_360302C	0020	0130	G140224	0001	Original	42.500	LFT	89.10000	\$3,786.75
Reason: As measured quantity										
Storm Sewer, 18-inch, C-76, Class IV	_3603021	0021	0135	G140224	0001	Original	-16.000	LFT	121.50000	\$-1,944.00
Reason: Item Complete. Balancing quantity.										
Aggregate Base, 6-inch	_360302E	0026	0170	G140224	0002	Original	31.300	SYD	9.67500	\$302.83
Reason: Additional placement due to extra Sanitary Sewer Construction										
Bituminous Paving, 2C	_360302E	0029	0210	G140224	0002	Original	50.700	TON	81.36000	\$4,124.95
Reason: Additional placement due to extra Sanitary Sewer Construction										
Concrete Curb and Gutter	_3603031	0031	0240	G140224	0002	Original	191.000	LFT	24.75000	\$4,727.25
Reason: Additional placement due to extra Sanitary Sewer Construction										
Concrete Sidewalk, 4-inch	_360303E	0038	0280	G140224	0002	Original	1,212.000	SFT	4.50000	\$5,454.00
Reason: Additional placement due to extra Sanitary Sewer Construction										
6-inch Header Curb	_3603041	0041	0300	G140224	0001	Original	28.500	LFT	31.50000	\$897.75
Reason: As measured										



Contract Modification

Fishbeck, Thompson, Carr and Huber, Inc.

9/29/2015 4:31 PM

FieldManager 5.1a

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Storm Sewer, 15-inch, C-76, Class IV	_1300342	0061	0404	G140224	0001	Extra	22.000	LF	105.00000	\$2,310.00
Reason: As measured. Sewer was 15-inch and not 18-inch. corresponding deduct on 18-inch										
Aggregate Base, 3 inch	3020008	0063	0406	G140224	0001	Extra	338.400	Syd	7.00000	\$2,368.80
Reason: Placed where existing concrete road was removed. Concrete pavement was not known to be in area.										
_Sanitary Sewer, 12-inch, PVC D2680	8507001	0067	0411	G140224	0002	Extra	-7.500	Ft	109.00000	\$-817.50
Reason: Item Complete. Balancing quantity.										

Total Dollar Value: **\$22,385.16**

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
G140224	Cascade 2015 DDA Village Improvements	0	CNST			
0001	DDA					\$7,824.30
0002	Sewer					\$14,327.89
0003	KCRC					\$232.97
Total:						\$22,385.16

Total Net Change Amount: **\$22,385.16**

Prime Contractor: Kamminga & Roodvoets, Inc.		Cascade Charter Township	
Signature	Date	Signature	Date
Prepared by Project Engineer: Mr. Michael Berrevoets, PE			
Signature	Date		

TOWNSHIP BOARD MEMORANDUM

To: Cascade Charter Township Board
From: Sandra Korhorn, DDA/Economic Development Director SKK
Subject: Consider Pay Draw #1 for the Recreation Park Improvements
Meeting Date: October 7, 2015

Attached is the contractor's application for payment #1 for the Recreation Park improvement project. The pay application, pay estimate report and account balance are attached.

The amount due is \$233,281.05. The work completed and recommended for payment in this pay request has been reviewed and approved by FTCH.

Staff recommends approval of Pay Draw #1 in the amount of \$233,281.05 for the Recreation Park Improvements project.

Attachments: FTCH letter
Pay Draw #1



TRANSMITTAL

Mr. Steve Peterson
Cascade Charter Township
2865 Thornhills Avenue, SE
Grand Rapids, MI 49546-7192

September 30, 2015

Re: Cascade Charter Township
2015 Recreation Park Improvements

Project No. G150166

- ☐ FOR REVIEW
☒ FOR YOUR USE
☐ AS REQUESTED

Sent By: Michael L. Berrevoets, PE/jc2

COPIES	DATE	DESCRIPTION
1	9/29/2015	Application and Recommendation for Payment No. 1

COMMENTS

We have reviewed the contractor's Application and Recommendation for Payment No.1 for the period ending September 28, 2015, and find it in compliance with the work completed to date.

One executed copy of Application and Recommendation for Payment No. 1 is attached.

Please forward one copy, with payment, to the Contractor and keep a copy for your files.

By email

Cascade Charter Township
2015 Recreation Park Improvements
Project Number G150166

APPLICATION AND RECOMMENDATION FOR PAYMENT
PAGE 1 OF 4

TO: Cascade Charter Township
In Care of: Fishbeck, Thompson, Carr & Huber, Inc. (FTCH)
1515 Arboretum Drive, SE
Grand Rapids, MI 49546

FROM (Contractor): Flier Brothers Independent
9720 – 2 Mile Road
Lowell, MI 49331

Application No: 1
Period From: August 26, 2015
To: September 28, 2015

Project: 2015 Recreation Park Improvements
FTCH Project Number: G150166

APPLICATION FOR PAYMENT:

Application for Payment is made, as indicated below, in connection with the Contract. Schedule of Values sheet is attached as page 3 of 3.

1.	Original Contract Price	\$474,849.00
2.	Net change by Change Orders	\$0.00
3.	Current Contract Price (1 plus 2)	\$474,849.00
4.	Gross Amount Due (From Unit Price Schedule)	\$257,023.50
5.	Retainage (Per Agreement) 10% of Work Completed to 50% of Contract Amount \$23,742.45	
	Total Retainage	\$23,742.45
6.	Amount Eligible to Date (4 minus 5)	\$233,281.05
7.	Less Previous Payments	\$0.00
8.	Amount Due This Application (6 minus 7)	\$233,281.05

CHANGE ORDER SUMMARY:

Change Orders Approved by Owner	ADDITIONS	DEDUCTIONS
Change Order No. 1	\$0.00	\$0.00
Net Change by Change Orders	\$0.00	\$0.00

Cascade Charter Township
2015 Recreation Park Improvements
Project Number G150166

APPLICATION AND RECOMMENDATION FOR PAYMENT
PAGE 2 OF 4

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of its knowledge (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Dated 9-30, 2015 Flier Brothers Independent Excavators
Contractor
By Jason Flier
(Signature)
Jason Flier owner
Name and Title of Signatory

ENGINEER'S RECOMMENDATION:

To: Cascade Charter Township

In accordance with the Contract, the undersigned recommends payment to Contractor.

AMOUNT RECOMMENDED: \$233,281.05
(Attach explanation if amount recommended differs from the amount applied for.)

ENGINEER: Fishbeck, Thompson, Carr & Huber, Inc.

Dated September 29, 2015

By Michael J. Berrevoets
(Signature)

Mike Berrevoets, Project Manager
Name and Title of Signatory

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

This recommendation for payment is based on a review of the Work performed as compared to the amount of the application. This recommendation does not imply that Engineer is reviewing construction lien documents nor does it imply that Engineer is acting as a guarantor of the property. Any review of construction lien documents by Engineer is for information purposes only.

Cascade Charter Township
2015 Recreation Park Improvements
Project Number G150166

APPLICATION AND RECOMMENDATION FOR PAYMENT
PAGE 3 OF 4

TO: Cascade Charter Township
In Care of: Fishbeck, Thompson, Carr & Huber, Inc. (FTCH)
1515 Arboretum Drive, SE
Grand Rapids, MI 49546

FROM (Contractor): Flier Brothers Independent
9720 – 2 Mile Road
Lowell, MI 49331

Application No: 1
Period From: August 26, 2015
To: September 28, 2015

Project: 2015 Recreation Park Improvements
FTCH Project Number: G150166

Unit Price Schedule

See attached.

Gross Amount Due	\$257,023.50
Less Retainage	\$23,742.45
Amount Due to Date	\$233,281.05
Less Previous Payments Recommended	\$0.00
Amount Due This Application	\$233,281.05



CASCADE CHARTER TOWNSHIP
2865 Thornhills SE Grand Rapids, Michigan 49546-7140

Date: October 7th, 2015
To: Cascade Charter Township Board
From: Supervisor Rob Beahan
Subject: Appointments to Planning Commission

I ask that the Township Board confirm the following appointment to the Boards and Commissions of Cascade Charter Township:

Planning Commission

Brett J. Katsma – Mr. Katsma will be filling the vacancy created by Jeff Hammond's resignation from the Planning Commission. Mr. Katsma is currently the Director of Online Marketing for the Sweet Feeney Marketing Group. Prior to that, Mr. Katsma worked as a project engineer for The Chrisman Company out of their West Michigan Office. Mr. Katsma's resume is attached for your review.

Brett J. Katsma

Home Address: 7109 Thorncrest Dr. SE, Grand Rapids, MI 49546

Contact Information: Phone: (616) 723-4159 Email: Brett.Katsma@gmail.com

Detailed orientated with a solid ability to see vital project details and set a plan for hitting key milestones. Budget conscious and a high return mindset aims to provide projects within budget. Strong ability to implement plans individually or in group settings to meet client expectations. Eager to develop new skills; works diligently to understand and implement the new skills accordingly.

Work Experience:

Sweet Feeney Marketing Group (SFMG) – Director of Online Marketing, Sept. 2014 - Present

Sweet Feeney Marketing Group (SFMG) – Marketing Manager, Nov. 2010 - Sept. 2014

Sweet Marketing Group (SMG) - Account Manager, Oct 2009 - Nov. 2010

Direct response marketing agency which implements small to large campaigns on national television and internet channels for our clients. Marketing is highly analytical and based on performance metrics.

- Managed campaign budgets of \$150K+, with weekly budgets ranging from \$5K - \$25K+.
- Directly coordinate with TV media buying agency on approved changes based on weekly and overall campaign metrics.
- Provide weekly performance reports for internet and TV, highlighting key metrics by campaign along with suggested changes to optimize budget.
- Developed the company's reporting structure used for measuring performance against key metrics. Key metrics displayed through excel pivot tables.
- Helped develop and implement marketing tracking, intake systems, and performance metrics.
- Key point person through development and implementation of intake system (Salesforce.com). Responsible for troubleshooting implementation issues.
- Coordinated key system changes to handle larger and more diverse accounts without affecting current operations.
- Manage daily system changes and issues, making sure current operations are not affected and ensuring marketing data enters the CRM correctly.

Other Notables:

- Google Adwords certified professional
- Attended three national conferences for Search Engine Marketing (SEM). Attended individual sessions lead by industry experts regarding Search Engine Optimization (SEO), PPC, and lead generation.

The Christman Company (West Michigan Office) - Project Engineer, Jun 2007 – Nov. 2008

West Michigan Office - Worked on three different projects. Tower 25: Project was close to completion and started with punchlist and finalizing documents for owner. Demolition: Demolish existing building to make room for new parking garage. Parking Garage: Post-tension multi-story parking garage with heavy earth removal and deep lagging.

- Coordinated with tenants, contractors and inspectors to fix punchlist items. Received final occupancy before scheduled date.
- Scheduled training for owners building manager and gathered final close out documents for owner meeting. Hit owner turnover deadlines along the way.
- Led commissioning process with owner's rep, contractors and inspector to provide documented achievement of specifications for mechanical systems.

- Researched and assembled scope of work and bids for demolition project. Coordinated demolition bid packages and walk through. Worked directly with superintendent doing daily safety walk-thru, including asbestos testing and associated documentation.
- Responsible for coordination of on-site efforts when superintendent was absent.
- Handled all RFI coordination with contractors, architects, engineers. Updated and distributed construction documents upon clarification.
- Researched and compiled bid packages and reviewed RFP for accuracy and scope of work.
- Responsible for weekly contractor meetings and minutes. Oversaw quality control pre-pours and tension testing with architect, and structural engineer.
- Received my LEED certification.

Bovis Lend Lease (Chicago, IL) – Project Engineer Jan 2007 – Jun 2007

Chicago Office - multi-story assisted living complex with residents occupying the building. Demolition of old living center needed to be completed along with retention pond at edge of property.

- Met with, directed, and coordinated contractors through punchlist efforts. Compiled list, prioritized items, oversaw quality control, completed sign-offs in an occupied building. Extreme care and coordination was taken not to disrupt current residents, potential residents, or day to day operations of the building.
- Facilitated and participated in owner walk through. Was able to gain the owners buy-in for a check off process that was key for final close out of the project.
- Worked with project manager and superintendent providing necessary details and data to finalize billings and reconcile accounts on contractor and owner disputes.

Education:

Michigan State University - B.S. Construction Management

Graduation Date Dec. 2006 GPA: 3.65

Clubs: Vice president of Student Builders and Contractors Associated

- Coordinated trip to Las Vegas, NV for 12 students to see the concrete expo. Learned about construction equipment tools and other devices to further my general knowledge of the construction industry.

Grand Valley State University - Undergraduate Classes



CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan 49546-7140

Date: October 7th, 2015
To: Supervisor Beahan and Township Board Members
From: Ben Swayze, Township Manager
Subject: Resolution to Amend Articles of Incorporation of GVMC

FACTS:

On August 6th, 2015 the Grand Valley Metro Council adopted Amendment No. 39 to its Articles of Incorporation, which added Nelson Township and the Village of Sparta as a member. Amendments to the Articles of the Grand Valley Metro Council must be approved by the legislative bodies of all the local governments that have representatives on the Metro Council.

Attached for your review are:

- Letter from GVMC regarding the proposed resolution
- Proposed Resolution
- Descriptive Narrative of Amendment No.39

ANALYSIS & CONCLUSIONS:

Approval of the resolution is a procedural item for the Township Board. The addition of the Nelson Township and the Village of Sparta will only add to the regional benefit provided by the Metro Council.

FINANCIAL CONSIDERATIONS:

There are no direct financial ramifications of approving the proposed resolution.

RECOMMENDED ACTION:

Approve the Resolution to Approve Amendment No. 39 in the Articles of Incorporation of Grand Valley Metropolitan Council.



GRAND VALLEY METROPOLITAN COUNCIL

ADA TOWNSHIP • ALGOMA TOWNSHIP • ALLENDALE TOWNSHIP • ALPINE TOWNSHIP • BELDING • BYRON TOWNSHIP • CALEDONIA TOWNSHIP • CANNON TOWNSHIP • CASCADE TOWNSHIP • CEDAR SPRINGS
COOPERSVILLE • COURTLAND TOWNSHIP • EAST GRAND RAPIDS • GAINES TOWNSHIP • GEORGETOWN TOWNSHIP • GRAND RAPIDS • GRAND RAPIDS TOWNSHIP • GRANDVILLE • GREENVILLE • HASTINGS
HUDSONVILLE • IONIA • JAMESTOWN TOWNSHIP • KENT COUNTY • KENTWOOD • LOWELL • LOWELL TOWNSHIP • MIDDLEVILLE • OTTAWA COUNTY • PLAINFIELD TOWNSHIP • ROCKFORD
SAND LAKE • TALLMADGE TOWNSHIP • WALKER • WAYLAND • WYOMING

August 7, 2015

To: Clerks of all Local
Governmental Members of
Grand Valley Metropolitan Council

As you may know, on August 6, 2015, the Grand Valley Metropolitan Council approved a motion to add Nelson Township and the Village of Sparta as member communities. Amendment No. 39 to the Articles of Incorporation is required to officially add them as GVMC members.

Amendments in the Articles must be approved by **all** of the local governmental units that have representatives on Metro Council. **Please submit this amendment, as soon as possible, to the members of your legislative body for their vote of approval.**

Enclosed for your convenience is a descriptive narrative of Amendment No. 39 for your Board to review and a sample form resolution for your Board to adopt.

After your legislative body has taken action on the amendment, please arrange for the resolution to be signed and returned to me showing the date of adoption.

If I can assist you in any way, please let me know.

Thank you.

Yours Truly,

A handwritten signature in black ink, appearing to read "Gayle L. McGrath", is written over the typed name and title.

Gayle L. McGrath
Director of Administration
And Human Resources
Grand Valley Metropolitan Council

encls.

**CASCADE CHARTER TOWNSHIP
KENT COUNTY, MICHIGAN**

RESOLUTION __ of 2015

**RESOLUTION TO APPROVE AMENDMENT NO. 39 IN THE ARTICLES OF
INCORPORATION OF GRAND VALLEY METROPOLITAN COUNCIL**

Minutes of a regular meeting of the Township Board of Cascade charter Township, County of Kent, State of Michigan, held at the Wisner Center in said Township on October 7th, 2015 at 7:00 o'clock p.m., Eastern Daylight Time

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Board Member _____ and supported by Board Member _____.

WHEREAS, the members of Grand Valley Metropolitan Council ("Metro Council") have by majority vote approved Amendment No. 39 (Addition of Nelson Township and the Village of Sparta) in the Articles of Incorporation of Grand Valley Metropolitan Council; and

WHEREAS, the Township Board of the Charter Township of Cascade has considered Amendment No 39 in the Articles of Incorporation of Metro Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. Amendment No. 39 in the Articles of Incorporation of Grand Valley Metropolitan Council is hereby APPROVED.

YEAS: Board members _____

NAYS: Board members _____

ABSTAIN: Board members _____

ABSENT: Board members _____

RESOLUTION DECLARED ADOPTED

Ronald Goodyke, Township Clerk

I HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Cascade Charter Township, County of Kent, Michigan, at a regular meeting held on October 7, 2015, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: _____

Ronald Goodyke, Township Clerk

AMENDMENT NO. 39

To Add Nelson Township and Village of Sparta as Members

1. The first paragraph of the Articles of Incorporation is hereby amended to read in its entirety as follows:

ARTICLES OF INCORPORATION GRAND VALLEY METROPOLITAN COUNCIL

These Articles of Incorporation are adopted and executed by the incorporating units ("Units"), the City of Grand Rapids, the City of Kentwood, the City of East Grand Rapids, the City of Grandville, the City of Rockford, the City of Hudsonville, the City of Cedar Springs, Byron Township, Plainfield Township, Alpine Township, Gaines Township, Kent County, Grand Rapids Township, Algoma Township, City of Coopersville, City of Greenville, City of Ionia, City of Walker, Courtland Township, City of Wayland, City of Hastings, Village of Middleville, Tallmadge Township, Georgetown Township, Ottawa County, Caledonia Township, Cannon Township, Allendale Township, Cascade Township, Jamestown Township, the City of Wyoming, the City of Lowell, the City of Belding, Ada Township, the Village of Sand Lake, Lowell Township, Nelson Township and the Village of Sparta for the purpose of constituting a Metropolitan Council pursuant to the provisions of Act No. 292 of the Michigan Public Acts of 1989 (the "Act").



CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan 49546-7140

Date: October 7th, 2015
To: Supervisor Beahan and Township Board Members
From: Ben Swayze, Township Manager
Subject: Contract with Aquatic Consulting Services for Gypsy Moth Population Survey

FACTS:

The Township has received the proposed agreement from Aquatic Consulting Services LLC to conduct gypsy moth egg mass surveys to determine areas that require aerial spraying in 2016. The Township has worked with Aquatic Consulting Services for the past 18 years to assist in our Gypsy Moth aerial spraying program. If approved, the survey would be conducted this fall, and the results of the survey would be utilized to determine spray block configuration for efficient aerial treatment of the high priority areas in the spring of 2016.

The Township last sprayed for gypsy moths in spring of 2015. During the spring 2015 the Township sprayed approximately 687 acres. While follow-up surveys indicated the spray program was successful in the areas targeted, we did get several phone calls from residents during the summer indicating gypsy moth populations in areas outside of the spray zones.

Attached for your review are:

- Letter from Aquatic Consulting Resources LLC detailing the gypsy moth survey program
- Proposed agreement with Aquatic Consulting Services LLC for Gypsy Moth Population Surveys
- Gypsy Moth information brochure published by the MSU Extension
- Cascade Township 2015 Aerial Spray Map

ANALYSIS & CONCLUSIONS:

The Township has participated in the gypsy moth spray program in conjunction with Aquatic Consulting Services LLC for going on 18 years. The Township has participated in the program because of the acknowledgement of the devastating effect the gypsy moth population could have on the canopy cover of the Township.

The partnership with Aquatic Consulting Resources has allowed us to efficiently allocate our financial resources to this program. The survey ensures that the aerial spray program effectively targets areas of infestation above the set thresholds, and on several occasions have saved us from unnecessarily spraying, as was the case most recently in 2013.

FINANCIAL CONSIDERATIONS:

The proposed contract with Aquatic Consulting Services LLC is \$8,600. For fiscal year 2015 the Township has budgeted \$48,420 for the gypsy moth program, including surveying and spraying. The cost of the survey work is the same that it was in FY2014.

RECOMMENDED ACTION:

Approve the agreement with Aquatic Consulting Services LLC for Gypsy Moth Population Surveys for Aerial Spraying 2016



Aquatic Consulting Services LLC

P.O. Box 530, Sanford, MI 48657 989-687-5198

Lake and Pond Improvement
Water Quality Investigations
Environmental Assessments
Wetland Use Evaluations

September 1, 2015

Mr. Ben Swayze, Manager
Cascade Charter Township
2865 Thornhills, S.E.
Grand Rapids, MI 49546

Dear Mr. Swayze:

Thank you for considering the continuation of your gypsy moth suppression program. Aquatic Services has been actively doing this work for 29 years throughout Michigan, and for the past eighteen years in Cascade Charter Township.

The gypsy moth remains a problem in Michigan because it reaches such high numbers so quickly. A small, unnoticed population one year can be a raging problem the next, multiplying by about 500 fold in one season. For this reason it is known as a "bimodal insect"; either in very low numbers or very high populations. Our job is to find the very short period of transition between these two extremes and intervene so the low populations do not become nuisance populations.

We accomplish this task by surveying the entire Township where suitable habitat exists, noting the gypsy moth populations, their health, degree of parasitism, egg viability, egg mass size, and other factors that influence the coming year's population. This information is analyzed with the threshold model developed right here in Michigan so we know when intervention is appropriate. By aerially spraying the selected areas, the population is kept in check indefinitely using only a minimum of spray. It is likely that the vast majority of your residents will never know the devastation of a gypsy moth outbreak as long as we maintain a proactive attitude toward monitoring and control.

I have enclosed an Agreement for the 2016 insect season for your consideration. If you find it acceptable, please return a signed copy to me and we will schedule the work. Mid October is the best time to start and we usually finish by the end of the year. I will send a final report to you once surveying is complete.

Thanks again, for your consideration.

Sincerely,

Neal Swanson, Owner/Biologist

Enclosure



Aquatic Consulting Services LLC

P.O. Box 530, Sanford, MI 48657 989-687-5198

Lake and Pond Improvement
Water Quality Investigations
Environmental Assessments
Wetland Use Evaluations

AGREEMENT Gypsy Moth Population Surveys for Aerial Spraying 2016 Cascade Charter Township

Aquatic Consulting Services LLC of 595 W. Irish St., Sanford, MI 48657 agrees to provide certain work, analysis, and/or reports as described below:

1. Conduct gypsy moth egg mass surveys to determine areas that require aerial spraying in 2016 to prevent nuisance levels of gypsy moth larvae. The area to be surveyed includes the entire Township of Cascade except for the open area surrounding the airport, unless suitable tree cover is present to support a sustained gypsy moth population. The surveys will be completed during the autumn when conditions are favorable for this procedure and following approval and receipt of a final agreement.
2. Determine spray block configuration for efficient aerial treatment of the high priority areas and map the blocks using a computer based mapping system.
3. Maintain the egg mass count data and spray block records to include the 2016 data so the gypsy moth population can be tracked over time.
4. Analyze the egg mass survey data according to the method known as the "Kroll Threshold Model" to determine the risk of nuisance levels of larvae in each potential spray block.
5. Recommend areas to be treated by aerial spraying of *B. thuringiensis* (B.t.) to alleviate nuisance levels of gypsy moth larvae and to deter population buildup.
6. Provide paper and electronic maps of the areas recommended for treatment to both the Township and to the Aerial Contractor.
7. Provide the digitized spray blocks on computer media to the pilot for the AgNav cockpit GPS guidance system. Objectors to the spray, if any, will be blocked out of the spray block providing the objector information is received by Aquatic Consulting Services from the Township by March 31, 2016.
8. The egg mass survey field work will be accomplished by January 31, 2016. The analysis, the recommended spray blocks, and the accompanying maps will be completed by February 28, 2016.

As Client, Cascade Charter Township, 2865 Thornhills, S.E., Grand Rapids, MI 49546, agrees to compensate Aquatic Consulting Services for the above described services as follows:

A total of \$8,600.00 upon completion of the survey and receipt of proper invoice.

Also, the Township agrees to furnish any existing maps, either paper or in electronic format, that may be of use in assisting the described work.

Client: _____ Date: _____
Ben Swayze, Township Manager

Aquatic Consulting Services LLC: _____ Date: _____
Neal Swanson, Owner

Terms:

Gypsy Moth in Michigan

Michigan State University Extension & Michigan State University Department of Entomology
& the Michigan Department of Agriculture

The following information was taken from the
Gypsy Moth in Michigan Homeowner's Guide

**MICHIGAN STATE
UNIVERSITY
EXTENSION**



WASHTENAW COUNTY

Michigan State University
Extension

705 N. Zeeb Road
P.O. Box 8645
Ann Arbor, Michigan
48107-8645

734/997-1MSU
Fax: 734/222-3990

msuextension@ewashtenaw.org
<http://extension.ewashtenaw.org>



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Gypsy Moth Management Starts At Home

You are the first line of defense for protecting your trees and shrubs from damage by gypsy moth, other insects, nematodes and diseases. Being knowledgeable about the life cycle of the gypsy moth will pay off in money saved, labor expended and peace of mind.

Depending upon where you live in Michigan, gypsy moth outbreaks may last from two to several years or may never occur. Why gypsy moth populations explode from time to time is not entirely clear. Outbreaks will eventually collapse, usually from natural causes.

Until a local gypsy moth population crashes, however, there are several techniques that homeowners can employ to keep damage and nuisance to an affordable minimum.

Monitoring

Hopefully, the mind set of dragging the sprayer out of the garage and spraying insecticide on trees and shrubs just because something might be out there lurking is no longer a part of the Michigander mentality. Years ago this was called "insurance spraying" when everybody was spraying chlorinated hydrocarbon insecticides (e.g., DDT) on everything that moved. We all know where that got us!

Take time to inspect your trees and shrubs periodically for the various life forms of gypsy moth. Especially look for the caterpillars when they begin to hatch, usually in early May.

Contrary to popular belief, population explosions in a locality do not happen suddenly! An area will undergo a gradual population buildup for a time before the population goes into a phase of rapid release. This gives vigilant homeowners, neighborhoods and communities time to assess local conditions and take appropriate action.

The gypsy moth is in the egg mass form for nearly nine months, plenty of time to find and destroy them before they hatch in the spring. While it may not be possible to find and destroy all of the egg masses in and around your backyard, this activity will complement management activity taken in the spring.

Management Non-Pesticide Techniques:

Water and Fertilize

We often take trees and shrubs for granted, figuring that they are indestructible and meant to last forever. Trees and shrubs have specific nutrient and water requirements. Take the time to determine what they need, and water and fertilize properly. There are bulletins available at all county extension offices and garden centers. Most insects and diseases select trees and shrubs that are being stressed. Keeping your trees and shrubs healthy will reduce the pests and diseases attracted to your foliage and lessen the damage done if they are attacked.

Sanitation

Keep your yard as clean as possible. Remove discarded items, dead branches (from the ground and out of the trees), stumps, etc., where the adult female moth is likely to lay egg masses. It is very important that homeowners be watchful when obtaining firewood from areas infested by the gypsy moth. A good rule of thumb is to never get more firewood in the summer or fall than you can burn by spring.

Each fall, check recreation vehicles (boats, trailers, campers, etc.) for gypsy moth egg masses. Vehicular movement is how gypsy moth came to Michigan.

Destroy Egg Masses

As mentioned, gypsy moth egg masses are around for nearly nine months before they hatch. Homeowners can help reduce gypsy moth population on their property and in their neighborhood by seeking out and destroying egg masses each year.

When a gypsy moth caterpillar is about to pupate, it will look for a protected area such as a loose flap of bark, something flat nailed to a tree, woodpile of the underside of branches, etc. Once a suitable location is found, it weaves a loose net of silk around itself and

transforms into a pupa. This is the resting state where the caterpillar undergoes the miracle transformation from caterpillar to moth. This takes about two weeks.

Upon emergence, the female gypsy moth is creamy white and has a wingspan of about two inches. The male moth is smaller in size and camouflage brown with black mottling. Both have a distinguishing mark on their forewings: an inverted black V often referred to as a chevron marking.

The female generally deposits egg masses from early July to mid-August depending upon local weather conditions. The female cannot fly, so she will lay egg masses near where she was in the pupal (cocoon) stage.

The adult female lives about a week. Her only purpose in life is to breed as quickly as possible and lay her eggs. She cannot fly, so she emits a chemical odor to attract the nearest male for mating, the male flies off to mate several more times before dying. After mating, the female spends about a day depositing her egg mass, falls to the ground and dies. Neither the male or female moth feed.

Each egg mass can contain from 50-1,000 eggs. The eggs are intertwined in a matting of hair from the body of the female. The hair is a tan-buff color and helps insulate eggs.

The egg masses begin hatching the following May. Hatching coincides with the bud break of aspen and the flowering of serviceberry.

Homeowners are encouraged to search out and destroy egg masses. This is accomplished by scraping them from the surface to which they are attached into a coffee can or similar receptacle. They can be buried or burned. Remember that each egg mass destroyed probably eliminated 400-500 caterpillars. Destroying egg masses is not a cure all. Many times egg masses are overlooked or inaccessible. However, it is a very good and certainly very cheap way to significantly impact the gypsy moth population in your yard and neighborhood.

Continued on page 3

Barrier Bands

Sticky, or slippery bands can be placed around tree trunks to help curtail, though not necessarily prevent, the caterpillars movement into and out of the tree canopy.

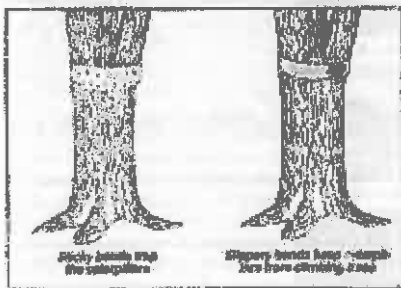
Sticky bands can be purchased or made using a nonporous material that can be wrapped around a tree trunk, then coated with a commercially made, vegetable-based sticky material. **Never put sticky material directly on the tree trunk.** This will permanently stain the bark and may harm the tree.

Sticky bands should not be put on the tree until the caterpillars are about an inch long. Smaller caterpillars usually stay in the tree canopy. Sticky bands eventually lose their effectiveness due to rain and other weather factors, the sticky material has to be reapplied periodically. Bands covered completely with caterpillars need to be cleaned or replaced.

Slippery bands are also intended to interrupt the daily migration of the caterpillar. They prevent the caterpillar from climbing up into the canopy.



Gypsy moth caterpillars use sticky bands to hide during daylight hours. Scrape the caterpillars into a bucket of soapy water.



Hiding Bands

Cloth, or hiding bands, can be homemade from medium weight dark cloth about 12 to 18 inches wide and long enough to completely wrap

around the tree. Fasten each band at chest height around the tree with twine, cord or wire about midway from the bottom of the cloth. Then fold the top part of the cloth down over the bottom half.

Caterpillars descending the tree in the morning in search of a secluded daytime resting spot will hide under the flap of the band. Remove and destroy caterpillars each day by scraping them into a bucket of soapy water.

Pesticide Techniques

Biological Pesticide

Many pesticides are registered for use against gypsy moth in Michigan. A biological pesticide commonly used on gypsy moth is *Bacillus thuringiensis* var. *kurstaki*. B.t. is a common soil bacteria. It is commercially formulated and sold under various labels (e.g., Dipel, Foray, Thuricide and Bactur to name a few). B.t. can be applied from the ground or by aerial spraying.

B.t. formulations are quite safe to humans. There is no apparent human toxicity, although there have been rare cases of allergic reaction by humans to certain formulations of B.t. In fact, B.t. is only known to be toxic to the caterpillars of moths and butterflies. While there are many species of caterpillars affected by B.t., this pesticide is the most "selective" product available.

To be effective in minimizing defoliation, B.t. must be applied when caterpillars are less than one inch long. As caterpillars get larger, the efficacy of B.t. diminishes. B.t. has a reported residual activity (i.e. how long it remains potent) of about a week. It is broken down by sunlight. In instances where there are very high gypsy moth populations, two applications five days apart might be needed.

Most chemical pesticides are 95% - 99% effective. B.t.k. is probably is 80% - 85% efficient in field applications. This is a desirable attribute of B.t.k.. That may sound like a contradiction, but it isn't. pesticides that are highly efficient will eventually work against the pest manager. Insects, through natural selection, will develop resistance to the pesticide. By

leaving 15% of the population intact, selection for resistance is slowed. B.t.k. has been used against gypsy moth for over twenty-five years and no resistance has been discovered. There is, quite naturally, a trade off. When B.t.k. is applied there are still some caterpillars crawling around. However, nuisance is reduced to a minimum, defoliation lowered below damaging levels.

Soap and Water

In addition to destroying egg masses, homeowners can use other non-pesticide methods to reduce defoliation of their yard trees.

Watch for the appearance of the small caterpillars in the spring. A garden hose has sufficient water pressure to knock them off the foliage. Spraying them with water under pressure kills many of them.

Garden centers carry various brands of "insecticidal soap." An insecticidal soap is not a soap with a synthetic insecticide but instead refers to the ability of the soap to kill certain insects. Spraying gypsy moth caterpillars with a hose with an attachment to dispense soap can be effective. Always follow label directions on the insecticidal soap container. Small and large caterpillars can be drowned when submerged into a bucket of soapy water.

Chemical Insecticides

A number of chemical pesticides are registered against gypsy moth in Michigan. Many are available at your local garden center or nursery. Some of the most common are formulations of acephate, carbaryl, and malathion.

If you choose to use chemical insecticides, apply them judiciously and wisely. Besides gypsy moth they can have a potential impact on a variety of beneficial insects, including valuable predators, parasites and honeybees.

Regardless of what insecticide you choose, read the label instructions and follow them exactly. If you have any potential personal health concerns regarding pesticides, discuss them with a physician or contact your local health department.

Trees and shrubs defoliated by gypsy moth

Although gypsy moth caterpillars feed primarily on deciduous tree species such as oak or aspen, this insect is known for its wide-ranging appetite. When populations of gypsy moth are very high, the caterpillars quickly devour the leaves of their preferred host tree species. Once their favored food source disappears, the hungry caterpillars do not hesitate to seek out new sources of food. When this occurs, almost any deciduous or conifer tree, shrub or other landscape plant may be at risk of suffering some amount of defoliation.

Consequently, it is difficult to state exactly how susceptible a tree or shrub species is to defoliation by gypsy moth caterpillars. Therefore, the following list is offered only as a guide to homeowners. This list does not guarantee that any species listed as minimally at risk will never be defoliated by the gypsy moth.

More importantly, homeowners need to recognize that gypsy moth caterpillars do have preferences for certain types of trees and thrive best on those species. Typically these favored food sources are usually the first ones attacked in a homeowner's yard, especially tall, large crowned trees. These are the trees most likely at risk to defoliation.

Generally speaking, when gypsy moth caterpillars move into less preferable food sources, the caterpillars do not thrive as well and often only cause minor damage.

However, regardless of this insect's food preferences, close inspection of yard trees and outdoor fixtures and prompt action by the homeowner to destroy egg masses and small caterpillars is crucial. This is the real key to minimizing the discomfort and, to some degree, the defoliation caused by large numbers of gypsy moth caterpillars.

If a homeowner is able to minimize the amount of defoliation from the gypsy moth, it will lessen the overall impact on tree health. When a hardwood tree is heavily defoliated, the needed energy to regrow a new set of leaves causes stress. This stress often weakens a tree which may lead

to additional tree health problems. Moreover, conifer species, such as spruce or pine, are at greater risk than hardwoods because conifers are not able to regrow needles lost to defoliation. Thus complete defoliation of conifers by gypsy moth is usually fatal.

Trees and Shrubs Most at Risk to Defoliation

All Oak (*Quercus*).
All aspen and poplar (*Populus*).
Gray, paper (white), and river birch (*Betula*).
All willow (*Salix*).
All apple and crabapple (*Malus*).
All thornapple and hawthorne (*Craetagus*).
White pine (*Pinus*).
Blue spruce (*Picea*).
American beech (*Fagus*).
Basswood (*Tilia*).
Sweetgum (*Liquidambar*).
Juneberry or serviceberry (*Amelanchier*).
Witch hazel (*Hamamelis*).
Hazelnut (*Corylus*).
Mountain ash (*Sorbus*).

Trees and Shrubs Somewhat at Risk to Defoliation

Black walnut and butternut (*Juglans*).
All cherry and plum (*Prunus*).
Norway, red and sugar maple (*Acer*).
Hophornbeam or ironwood (*Ostrya*).
Alder (*Alnus*).
Elm (*Ulmus*).
Hickory (*Carya*).
Eastern redbud (*Cercis*).
Sassafras (*Sassafras*).
Paw paw (*Asimina*).
White and Norway spruce (*Picea*).
Balsam fir (*Abies*).
Eastern hemlock (*Tsuga*).
Red, jack, scotch and Austrian Pine (*Pinus*).

Trees and Shrubs at Minimal Risk to Defoliation

Ash (*Fraxinus*).
Tulip tree or yellow poplar (*Liriodendron*).
Sycamore and London plane tree (*Plantanus*).
Northern catalpa (*Catalpa*).
Honey locust (*Gleditsia*).
Black locust (*Robinia*).
Horsechestnut (*Aesculus*).
Dogwood (*Cornus*).



Gypsy moth caterpillars prefer to eat leaves of certain tree species, including poplar.

Eastern redcedar (*Juniperus*).
Juniper (*Juniperus*).
Yew (*Taxus*).
Lilac (*Syringa*).
Azalea (*Azalea*).
Rhododendron (*Rhododendron*).
Arborvitae (*Thuja*).
Viburnum (*Viburnum*).

Homeowners considering planting trees or shrubs in areas prone to high gypsy moth population build-ups should choose species that are at minimal risk to defoliation. Contact your local MSU Extension office for bulletins and information on tree selection, planting and care.



Be careful about quick fixes for your gypsy moth problem

Struggling with the effects of the gypsy moth can be frustrating enough without unscrupulous people trying to take advantage of the homeowner by offering quick fixes.

There are no quick fixes, declares Russell Kidd, MSU Extension district forestry agent in Roscommon County.

He advises homeowners to be wary of products or services that promise or imply they can end gypsy moth problems in the backyard or woodlot.

Be careful of salespeople who want to spray your trees with chemicals that are "guaranteed" to control the gypsy moth. In some cases, these may be worthless or even dangerous.

Homeowners should ask what chemical is to be used, its hazard, what its effect will be and what precautions will be taken to minimize spray drift to nearby objects.

Homeowners should also ask to see proof that the company and the individual are certified and licensed to

apply such a material. Michigan law requires that commercial pesticide spraying companies be certified and licensed by the Michigan Department of Agriculture.

Remember that chemical sprays are effective only during the caterpillar stage of the gypsy moth. Spraying trees before the eggs hatch or after the caterpillars have pupated or emerged as adults moths is worthless. (See the gypsy moth life cycle chart).

Be wary of unrealistic claims about products or techniques to rid your property of the gypsy moth by themselves.

Some products, such as sticky bands, are indeed useful, but they will not control the gypsy moth completely, especially when used alone. Only a combination of control treatments, used diligently by the homeowner, will achieve satisfactory control of the gypsy moth.

Other products may not do what their names imply. Take, for instance, the gypsy moth trap. The

purpose of the trap is to attract and capture the adult gypsy moth.

Traps are used to monitor gypsy moth populations. They will not control or eliminate next year's gypsy moth problem in your yard because one adult male moth can mate with many female moths and one or two traps will not capture enough males to interfere with mating or cause the population to decline significantly next year.

Be very careful about timber buyers who offer to buy standing trees that have been defoliated. Unscrupulous timber buyers may use gypsy moth infestations in an area as a scare tactic to persuade people to sell valuable timber at low prices before the tree die.

Timber owners should always consult with professional foresters before they decide to sell any standing timber.

Your county MSU Extension office can provide the names of professional foresters in your area.



Be careful with pesticides!



Use proper recycling procedures for disposing of pesticide containers.

This publication contains pesticide recommendations based on research and pesticide regulations. However, changes in pesticide regulations occur constantly. Some pesticides mentioned may no longer be available, and some may no longer be legal. If you have questions about the legality and/or registration status for using pesticides, contact your MSU Extension county office.

To protect yourself and others and the environment, always read the label before applying any pesticide. For information about pesticide labels see Extension Bulletin E-2182 *Reading a Pesticide Product Label*.

For more information about pesticide safety, see Extension Bulletin E-2215, *Using Pesticides Safely: A Guide for the Applicator*; Extension Bulletin E-1546 *Take Cover! Protect Yourself from Exposure (Pesticides)*.

For more information about safe disposal of pesticide containers see Extension Bulletin AM-95 *Rinsing and Recycling Pesticide Containers*.

Dozens of other Extension bulletins on safe application of pesticides are also available.

Gypsy Moth Life Cycle

1) Small Larvae. This stage lasts for 7-10 days after eggs hatch in early May (or sooner in warmer weather). Larvae are less than 1.2 inch long and usually black. They linger around the egg cluster for several days if the weather is cool or rainy, then climb trees or other objects, trailing silken threads as they move. When the larvae reach the top of the tree, they do not feed but drop on silken threads and are dispersed by the wind.

2) Large Larvae. Feeding at night for 4 to 6 weeks, large larvae generally rest during the day unless populations are very large, then they wander constantly. They grow until they are about 2 inches long.



1. Small Larvae—May



2. Large Larva—June



3. Pupae—July



4. Adults—August

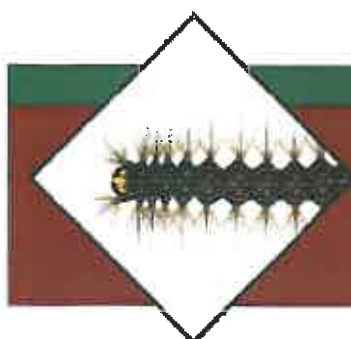


5. Egg masses—August

3) Pupae. During this stationary stage the larvae are changing into moths. This generally occurs from the end of July until early August. After about 10 days in the dark colored pupal cases, the adult moths emerge, leaving the pupal cases behind.

4) Adults. The female moth is creamy white and does not fly but emits a chemical called a pheromone to attract a male moth. The male is brownish and flies in a zigzag pattern looking for the female. A single male can mate with many females. Both sexes have chevron markings (V or notch-shaped marking) on each forewing.

5) Egg masses. The buff-colored egg masses contain between 50 and 1,500 eggs. The female deposits the eggs on any convenient surface. The masses are usually covered with hairs from the female's abdomen. The egg masses are quite cold resistant and can survive temperatures as low as -20 degrees F. Egg masses hatch during May.



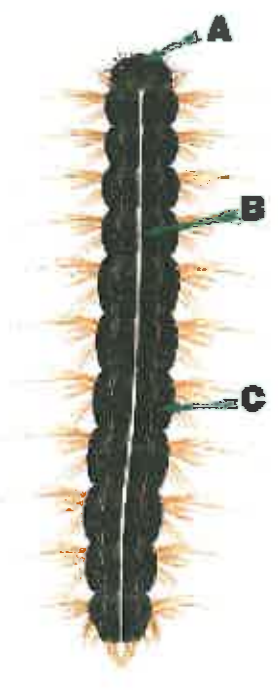
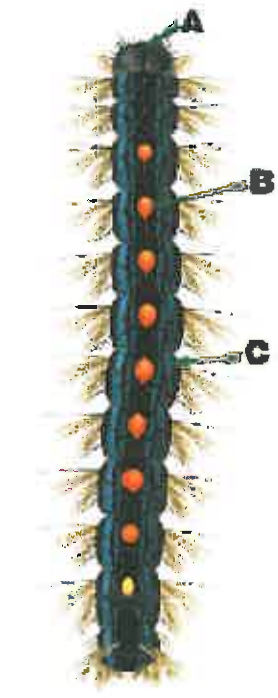
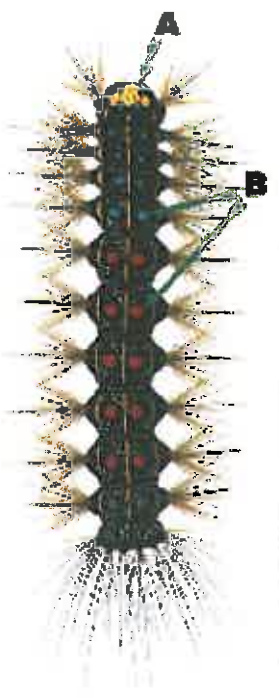
Comparison of the Eastern Tent Caterpillar, Forest Tent Caterpillar and Gypsy Moth

Michigan State University Extension

These three insects are often found feeding on the leaves of hardwood trees early in the summer. They can be easily confused with one another. The illustrations and information here will help you to identify which caterpillar is feed-

ing on your trees. Contact your local MSU Extension office or regional Dept. of Natural Resources office for more information on the biology and management of these insects.

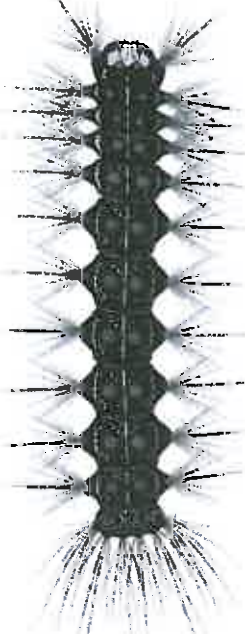
Illustrated by: Peter Larnagay

			
	Eastern Tent Caterpillar (<i>Malacosoma americanum</i>)	Forest Tent Caterpillar (<i>Malacosoma disstria</i>)	Gypsy Moth Caterpillar (<i>Lymantria dispar</i>)
Markings	A) Dark head; B) prominent white or yellow stripe down the center of the body; C) small blue spots on the sides.	A) Blue head; B) prominent central row of white or yellow markings in keyhole or footprint shape; C) bluish on sides of body.	A) Yellow head with black markings; B) prominent blue and red spots.
Tents	Prominent silk tent in branch junction.	They do not spin silk tents; nesting sites on leaves may have small silk layer.	No silk tents.

(Cont.)



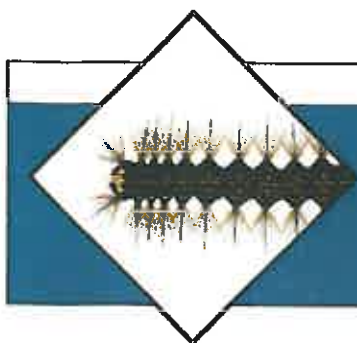
Comparison of the Eastern Tent Caterpillar, Forest Tent Caterpillar and Gypsy Moth

			
	Eastern Tent Caterpillar (<i>Malacosoma americanum</i>)	Forest Tent Caterpillar (<i>Malacosoma disstria</i>)	Gypsy Moth Caterpillar (<i>Lymantria dispar</i>)
Egg Mass	Dark, spindle-shaped mass wrapped around twigs; rough varnished texture. 	Similar to eastern tent caterpillar. 	Tan color; covered with fine hairs; 1 to 3 inches long; usually on tree bark. 
Preferred Host Trees	Black cherry, apple, crabapple.	Aspen, sugar maple, oaks, birch, black gum.	Oaks, aspen, birch, willow and more than 250 other species.
Populations	Native insect; silk tent is unattractive, but feeding rarely harms trees; common pest of ornamental trees in urban settings.	Native insect; outbreaks occur at roughly 10-year intervals and usually last 2 to 4 years; most common in forests, especially where aspen is abundant.	Exotic pest; severe defoliation during outbreaks can occur for 2 to 3 years in urban and forested areas, especially where oaks are abundant.

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Revised 8/02 – 10M – KMF – JP – Price: 30¢, single copy free to Michigan residents. File 27.35 (Pests and Pest Management)



Entomophaga maimaiga - A Natural Enemy of Gypsy Moth

Michigan State University Extension

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The gypsy moth (*Lymantria dispar* L.) is an exotic pest of urban and forest trees. Gypsy moth caterpillars feed on the leaves of oaks, aspens, and many other hardwood and conifer trees. During gypsy moth outbreaks, trees may be completely stripped of leaves. Although gypsy moth caterpillars rarely kill trees by themselves, trees weakened by heavy defoliation may become more susceptible to drought, disease or other insect pests. In addition, the large hairy caterpillars annoy people living or recreating in outbreak areas.

Managing gypsy moth requires the integration of a variety of control tactics. Biological control, the use of natural enemies to control a pest, can be an important part of an integrated pest management program for gypsy moth. One biocontrol agent that has recently shown much promise is a fungal pathogen, *Entomophaga maimaiga*.

Origin of *Entomophaga maimaiga*

Entomophaga maimaiga is a common disease in gypsy moth populations in its native country of Japan. The fungus was first released into the United States near Boston in 1910 as part of a program to introduce natural enemies of gypsy moth. Scientists could find no evidence that the fungus had become established and the project was abandoned a few years later. However, the fungus appeared unexpectedly in several northeastern states in 1989 and caused high mortality in many gypsy moth populations. Although scientists have several theories, the strange reappearance of the fungus is still a mystery.

Entomophaga maimaiga was first brought into Michigan in 1991 by scientists at Michigan State University and the USDA Forest Service. It was released in three sites in northern lower Michigan and monitored closely.

Additional introductions have since occurred and the fungus also is spreading naturally. *Entomophaga maimaiga* has now been found throughout most of Lower Michigan.

Life history of *Entomophaga maimaiga*

Entomophaga maimaiga passes the winter as a tough, thick-walled "resting spore" in the soil and on tree bark. In May and June, resting spores germinate and produce sticky spores at the end of a stalk that grows just above the soil surface. Gypsy moth caterpillars come into contact with these spores in the spring as they search for suitable leaves to feed on. The fungus digests its way through the exoskeleton of the caterpillar and grows inside the body of the caterpillar. Infected caterpillars may die within one week.

When young caterpillars are affected early in the summer, the fungus will produce a second type of spore called conidia. These microscopic spores are spread by the wind and can infect other caterpillars. The cycle of conidia production and infection may occur four to nine times during the summer. When the fungus develops in large caterpillars, it produces the overwintering resting spores.

Weather plays an important role in determining how effective *Entomophaga maimaiga* will be. Like most fungi, its spores need moisture and high humidity to germinate. Frequent rainfall during May and June contributes to the start and spread of *Entomophaga maimaiga* through a gypsy moth population. Temperatures of 50 to 80 degrees F enhance fungal growth.



Entomophaga maimaiga – A Natural Enemy of Gypsy Moth



Figure 1. Gypsy moth larva killed by NPV hanging in an inverted "V" position.



Figure 2. Dead larva covered with conidia of *Entomophaga maimaiga*.



Figure 3. Larvae killed by *Entomophaga maimaiga* often remain attached to trees.

Distinguishing *Entomophaga maimaiga* from NPV

Another disease is common in outbreak populations of gypsy moth. NPV (nuclearpolyhedrosis virus) is a virus disease that often causes gypsy moth outbreak populations to collapse. One important difference between the two diseases is that NPV is seldom prevalent until gypsy moth populations reach very high levels. In contrast, *Entomophaga maimaiga* may be found even when gypsy moth populations are low.

Caterpillars killed by NPV often remain attached to the stem or branches of trees. The bodies of the dead caterpillars are soft, filled with a brown liquid and disintegrate rapidly. Usually they hang limply in an upside-down "V" position (Fig. 1).

Caterpillars killed by *Entomophaga maimaiga* will also remain attached to tree stems or branches. However, the bodies tend to be stiff and straight, and the legs extend stiffly from the body. Some of the dead caterpillars may have tiny white conidia attached to the hairs on the body (Fig. 2). The cadavers may remain on the stem well into autumn (Fig. 3).

The future of *Entomophaga maimaiga*

Entomophaga maimaiga may become an important biological control of gypsy moth in both low and high populations. Infections may be more common in years with rainy spring weather than in years with dry spring weather. Scientists have found that the fungus is established in a number of areas in Michigan. Laboratory and field studies have shown that *Entomophaga maimaiga* is host specific and poses little risk to other insect populations. It will not affect other animals or humans. Introductions and evaluation will continue. Although there is not likely to be any "silver bullet" for gypsy moth, *Entomophaga maimaiga* should improve our ability to manage this pest in Michigan.

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Rep. 5-01-SM-KMF-CP-Price \$.50 Single copy free to Michigan residents
File 27.36 (Pests and Management)

Gypsy Moth Populations Growing

Robert Bricault, MSU Horticulture Educator

One of the hardest lessons I learned over the years is that information taught in the past may not be remembered tomorrow. Gypsy Moth management was the central focus of my career from 1985 through 1999. I worked in landscaping in Midland and Isabella Counties when Gypsy Moths caused the first defoliation in Michigan in 1985. During the 1990's the insect moved into Southeast Michigan where it continued it's destructive pattern of ravenous eating, stripping thousands of trees of their leaves.



By 1994, Extension worked with the Michigan Department of Agriculture mapping out areas with large Gypsy Moth egg mass counts for aerial spraying with the bacteria, Bt (*Bacillus thuringiensis*). Bt did not kill the caterpillars quickly, but made them sick by changing the pH in their stomachs. Eventually they stopped eating and starved to death.

Bt helped to reduce the population not eliminate it, giving parasites, predators and pathogens a chance to develop. A pathogen called NPV, nucleopolyhedrosis virus, began killing large number of caterpillars leaving them hanging in an upside down V on tree trunks. Unfortunately, NPV only worked well when populations of the insect were very high. A real break came when a soil borne fungus, *Entomophaga maimaiga* started to kill off large numbers of caterpillars in midsummer leaving them hanging straight down on tree trunks. The fungus was effective even in sites with low numbers of Gypsy Moths present. The fungus spreads during periods of consistent rainfall in late spring and early summer. Gypsy Moth populations have been at very low numbers for the past eight years in Washtenaw County mostly due to the *Entomophaga* fungus.

The drought of 2007 reduced the development of the fungus allowing more caterpillars to survive, change into moths and lay eggs. The increasing population of caterpillars led to localized defoliation of trees. The worst damage was on Blue Spruces. Fortunately, we did experience good rainfall in June 2008, allowing the *Entomophaga* fungus to spread and kill many caterpillars. Enough Gypsy Moth did survive in 2008 to produce larger numbers of egg masses than we have seen in over six years. This may cause some localized defoliation of trees again this coming summer, increasing the need to educate residents on managing this pest.

Gypsy moth eggs hatch in mid spring usually about the time serviceberry is in bloom. People often confuse Gypsy Moth with other caterpillars that make tents or webs in trees. Gypsy Moth can hang from silk like strands from a branch but do not make webbed tents. They can spread by wind while hanging from this thread. At this early stage they are susceptible to Bt. Bt works well on young caterpillars, but is ineffective once they get beyond an inch long. Trees can be banded with burlap to trap caterpillars that seek shelter under the burlap during the day. Unfortunately, in blue spruces it is

hard to manage them through banding. Once in the moth stage Gypsy Moth does not feed. The brown male moths can be seen flying around searching for the white female moths that do not fly. The female leaves behind buff colored egg masses that are easy to see.



Fall and winter are great times to go hunting for the buff colored egg masses in trees. If you have spruces check under the branches for the egg masses. If you find egg masses on structures, outdoor furniture or trees, knock them off into soapy water. This sanitation practice greatly reduces the number of caterpillars the following year. Some of their favorite trees include oak, birch, apple, willow, hawthorn, white pine, blue spruce, serviceberry and poplars, but they will eat leaves from maples and other trees that are not their



most preferred species. If large populations are found damaging trees it may become necessary to treat the trees with an insecticide. The greatest risk is to evergreens like blue spruces and white pines that do not come back from defoliation as well as deciduous trees will. If using a pesticide make sure it is labeled for control of Gypsy Moth.

We are often asked why the county is not still part of the state's suppression program. The need for the program in Washtenaw and across Michigan declined as Gypsy Moth levels dropped very low across the state. The State's Suppression program actually ended in 2006 and also the availability of federal dollars to assist communities in aerial spray programs. The suppression program did what it was supposed to do, reducing the insects population long enough for other forces that help control Gypsy Moth to develop in our ecosystem.

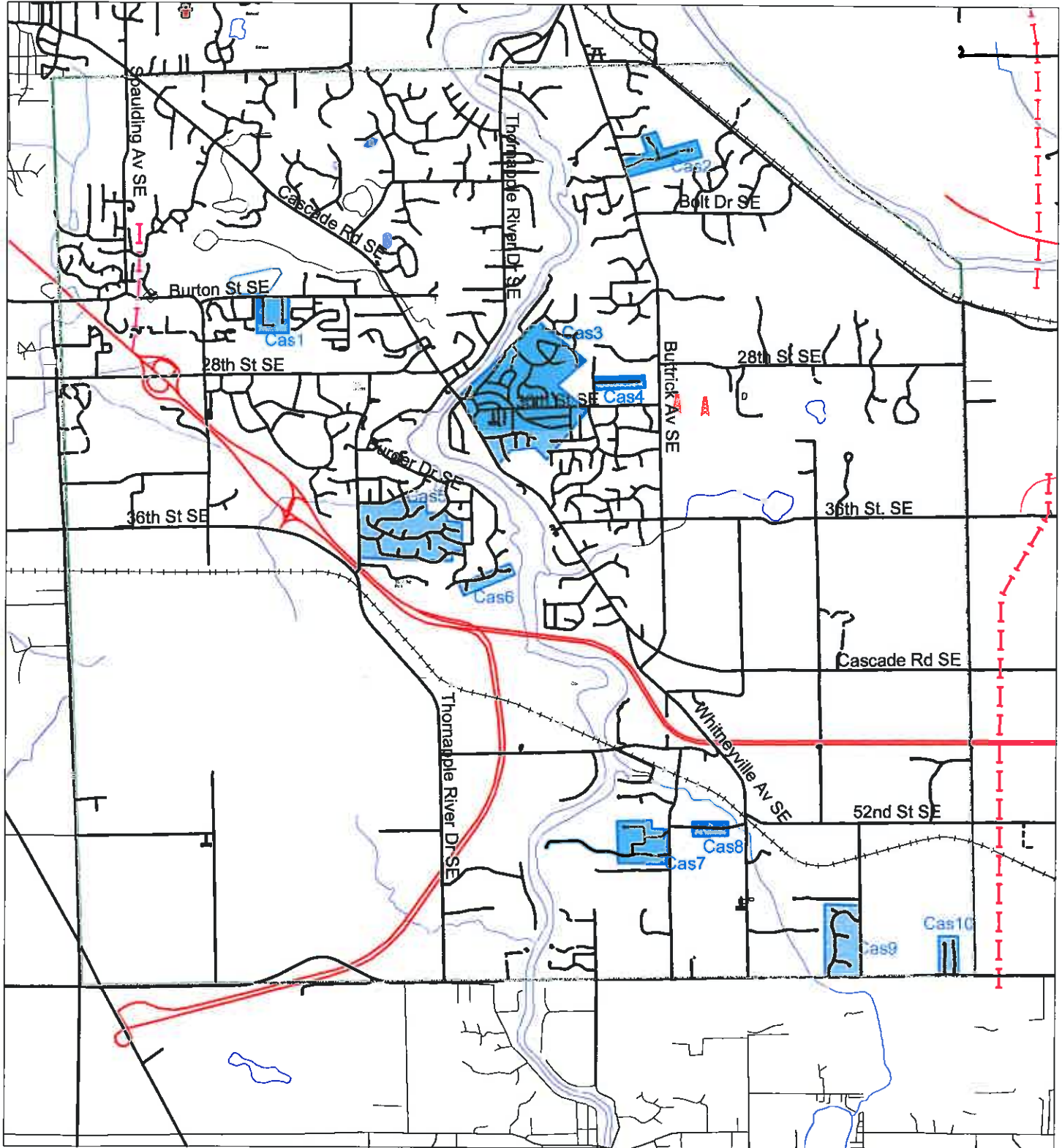
Through careful monitoring, sanitation practices, banding as well as localized pesticide treatment, you can help to keep Gypsy Moth in check while allowing natural pathogens, predators and parasites to gain back a balance of control. Our hope is that nature will continue to keep Gypsy Moth populations at low levels in most years and eliminate the need for large scale spray programs. If you find large local Gypsy Moth infestations please share this information with the Horticulture staff at the MSU Extension office: 734 997-1678 or contact the Master Gardener Hotline from mid April through October at 734 997-1819.

Gypsy moth and gardening questions phone:
Washtenaw County, MSU Extension
Master Gardening Hotline at: 734 997-1819

Master Gardener Volunteers are available:
mid April through October
Monday through Thursday
9:00 a.m. – 12:00 noon
1:00 p.m. – 4:00 p.m.

At other times phone the MSU Extension office at 734 997-1678

Cascade Township Gypsy Moth Spray Survey Report for 2015 Season



**Shaded Areas are Proposed for
Aerial Spray in Spring 2015**



— Township Border

2014 Aquatic Consulting Services LLC



CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan 49546-7140

Date: October 7th, 2015
To: Supervisor Beahan and Township Board Members
From: Ben Swayze, Township Manager
Subject: Fibertech Networks METRO Act Right of Way Permit Application

FACTS:

The METRO Act (Public Act 48 of 2002) was enacted as a means to provide state-wide oversight (through the Michigan Public Service Commission), and uniformity to the permitted use of local public right-of-ways for telecommunication infrastructure. We have received a METRO Act Permit Bilateral Form and Application from Fiber Technologies Networks, LLC (Fibertech). The initial term of the request is 15 years, and Fibertech may request three subsequent renewal terms of 5 years each after that.

Typically, the Township receives in the neighborhood of \$12,000 in METRO Act permit fees from the MPSC. These funds are used for right-of-way maintenance activities.

Attached for your review are:

- METRO Act Permit request form from Fibertech Networks
- METRO Act Permit Bilateral Form
- METRO Act Permit Application Form, including required attachments

ANALYSIS & CONCLUSIONS:

The passage of the METRO Act provided uniformity to right-of-way permit applications for telecommunication providers and, as such, there is very little opportunity for the Township to request modifications to the permit. In our research we have encountered no issues with Fibertech Networks operating within a Unilateral Permit as issued in the State of Michigan.

FINANCIAL CONSIDERATIONS:

There are no expenditures related to the approval of the request from Fibertech. Granting the request will ensure the Township continues to receive METRO Act monies from the State related to Fibertech telecommunication infrastructure.

RECOMMENDED ACTION:

Approve the METRO Act Right-of-Way Bilateral Permit request from Fiber Technologies Networks LLC and authorize the Township Manager to execute the agreement on behalf of the Township.

September 1, 2015

phone 585-697-5100
fax 585-442-8845
300 Meridian Centre
Rochester, NY 14618**VIA FEDERAL EXPRESS**

Ron Goodyke
Township Clerk
Cascade Charter Township
2865 Thornhills Avenue, SE
Grand Rapids, MI 49546

RE: METRO Act Permit Application Form

Dear Mr. Goodyke:

Please accept this letter as a request by Fiber Technologies Networks, L.L.C. ("Fibertech") for a METRO Act Permit in the Charter Township of ("Cascade") for access to and ongoing use of public rights-of-way within the Charter Township for the purpose of constructing a fiber optic network extension to service its customers. I have also included a METRO Act Permit Bilateral Form, for your convenience.

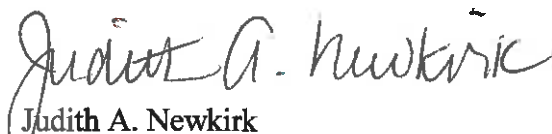
Per the METRO Act Application Requirements, Attachments A-E are included with our application for your review. Here is a brief description of the attachments:

- Fibertech is a limited liability company formed in the State of New York. A copy of the New York Department of State's certification is included in Attachment A.
- Attachment B is a copy of Fibertech's Michigan Department of Licensing and Regulatory Affairs Filing Endorsement.
- Fibertech's Certificate of Authority from the Public Service Commission is included in Attachment C.
- A proposed network route map is shown in Attachment D.
- Attachment E includes a valid Certificate of Insurance and Worker's Compensation documentation.
- Check #147803 for five hundred dollars and no cents (\$500.00) is included to cover a one-time application fee.

If you have questions concerning this application please contact me directly at 585-568-8485 or jnewkirk@lighttower.com.

Thank you.

Very truly yours,


Judith A. Newkirk
Director of Access & PermittingJAN/yf
Enclosures*Customer Driven. To The Last Mile.*www.fibertech.com

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Fiber Technologies Networks, L.L.C. organized under the laws of the State of New York whose address is 300 Meridian Centre, Rochester, New York 14618.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Cascade Township, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Jean Miller, Director of NW Expansion, 585-568-8483, 300 Meridian Centre, Rochester, New York 14618, jmiller@lighttower.com.

- 3.1.1 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Jean Miller, Director of NW Expansion, 585-568-8483, 300 Meridian Centre, Rochester, New York 14618, jmiller@lighttower.com.

- 3.1.2 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Jean Miller, Director of NW Expansion, 585-568-8483, 300 Meridian Centre, Rochester, New York 14618, jmiller@lighttower.com.
- 3.1.3 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Mike Dziulko, 585-743-1723, Vice President Regional Operations NW, 300 Meridian Centre, Rochester, New York 14618, mdziulko@lighttower.com.
- 3.1.4 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. Network Operating Center: 1-800-497-5578.
- 3.1.5 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible, of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole

expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and

the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of

its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
 - 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
 - 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
 - 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
 - 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
 - 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, _____
_____.

12.1.2 If to Company, to Judith Newkirk, Director of Access & Permitting,
300 Meridian Centre, Rochester, New York 14618.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

[Cascade Township]

Attest:

By: _____
Clerk

By: _____

Its: _____

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

By: Fiber Technologies Networks, L.L.C.

By: _____

Mike Dziulko

Its: Vice President Regional Operations NW

Date: _____

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

**Public Right-of-Way to be used by Telecommunication Facilities
(See Attachment D of Application Form)**

Exhibit B

Bond

**METRO Act Permit Application Form
Revised April 6, 2012**

Cascade Township, Kent County, Michigan
Name of Local Unit of Government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**Fiber Technologies Networks, L.L.C.
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-241-6200 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

Ron Goodyke
Township Clerk
Cascade Charter Township
2865 Thornhills Avenue, SE
Grand Rapids, MI 49546
(616) 949-1508

Cascade Township, Kent County, Michigan

Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

**By
Fiber Technologies Networks, L.L.C.
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1. GENERAL INFORMATION:

1.1 Date: September 1, 2015

1.2 Applicant's legal name: Fiber Technologies Networks, L.L.C.
Mailing Address: 300 Meridian Centre
Rochester, New York 14618

Telephone Number: (585) 697-5100

Fax Number: (585) 442-8845

Corporate website: <http://www.lighttower.com>

Name and title of Applicant's local manager (and if different) contact person regarding this application:

**Judith Newkirk, Director of Access & Permitting
Lighttower Fiber Networks
300 Meridian Centre
Rochester, New York 14618**

Telephone Number: (585) 568-8485
Fax Number: (585) 442-8845
E-mail Address: jnewkirk@lighttower.com

1.3 Type of Entity: (Check one of the following)

- ☐ Corporation
☐ General Partnership
☐ Limited Partnership
☒ Limited Liability Company
☐ Individual
☐ Other, please describe: _____

1.4 Assumed name for doing business, if any: _____

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Applicant, Fiber Technologies Networks, L.L.C., is a limited liability company, formed in the State of New York. A copy of the New York Department of State's certification, reflecting Applicant's status as a Limited Liability Company, is attached hereto as Attachment A.

1.5.2 Date of incorporation/formation; December 30, 1998

1.5.3 If a subsidiary, name of ultimate parent company; LTS Group Holdings, LLC

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

**President & CEO – Rob Shanahan
CFO - Eric Sandman
General Counsel & Secretary – David Mayer**

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. **See Attachment B.**

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No.

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No X

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No X

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.
Applicant is privately held.

2. DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

Fiber Technologies Networks, L.L.C. is tariffed and registered as a Competitive Access Provider in the State of Michigan. A copy of the ITSP Registry is attached (Attachment C).

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Service Provider, Fiber Technologies Networks, L.L.C., will build and operate fiber optic networks and associated equipment including Distributed Antenna Systems (DAS) antennas, equipment and supporting poles in Cascade Township. These open-access networks will be available for use by other communications companies wishing to do business in the municipality, and also by other entities desiring fiber-optic-based broadband connections.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Proposed network route maps are shown in Attachment D.

2.4 Please provide an anticipated or actual construction schedule.

Construction is anticipated to begin 4th Quarter, 2015 or 1st Quarter, 2016.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

None, other than Applicant and its present companies.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

All facilities placed in the Public Right of Ways will be maintained by Applicant. Applicant may be contacted through its Network Operations Center (NOC). The NOC is open 24/7, 365 days a year and can be contacted at 800-497-5578.

Applicant intends to use existing utility poles and underground conduit to install its network facilities. The utility companies have requested that these agreements be kept confidential.

3. TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;
300 Meridian Centre, Rochester, New York 14618

3.2 Location of all records and engineering drawings, if not at local office;
300 Meridian Centre, Rochester, New York 14618

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

Ravi Harcharan, Vice President Network Assurance, 212-337-4088

Kyle Ramirez, Sr. Manager, NOC, 585-697-5119

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

A Certificate of Liability Insurance is included in Attachment E.

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

TBD

4. CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

NAME OF ENTITY ("APPLICANT")

Fiber Technologies Networks, L.L.C.

9/1/15
Date

By: 

Type or Print Name: Mike Dziulko

Vice President Regional Operations NW
Title

S:\metroapplicationform.doc

Attachment A

Secretary of State (NY) Incorporation Documents

State of New York
Department of State } ss:

I hereby certify, that FIBER SYSTEMS, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 04/22/1998, and that the Limited Liability Company is existing so far as shown by the records of the Department.

A Certificate of Amendment FIBER SYSTEMS, LLC, changing its name to FIBER TECHNOLOGIES NETWORKS, L.L.C., was filed 01/11/2001.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 31st day of October
two thousand and thirteen.*

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

201311010181 * EZ

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STATE OF NEW YORK
DEPARTMENT OF STATE
ALBANY
OCT 31 2013

Attachment B

Michigan Department of Licensing and Regulatory Affairs Filing Endorsement

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the APPLICATION FOR CERTIFICATE OF AUTHORITY

for

FIBER TECHNOLOGIES NETWORKS, L.L.C.

ID NUMBER: D9251N

received by facsimile transmission on May 2, 2013 is hereby endorsed

Filed on May 3, 2013 by the Administrator.

***The document is effective on the date filed, unless a
subsequent effective date within 90 days after
received date is stated in the document.***

***In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 3RD day
of May, 2013.***




**Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau**

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

BUREAU OF COMMERCIAL SERVICES

Date Received:

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after mailing date is stated in the document.

Name

Fiber Technologies Networks LLC: Jennifer Heath

Address

300 Meridian Centre

City

Rochester, NY 14618

State

Zip Code

EXPIRATION DATE

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

B

**APPLICATION FOR CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN MICHIGAN**

For use by Foreign Limited Liability Companies

(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Application:

1. The name of the limited liability company is:

Fiber Technologies Networks, L.L.C.

2. (Complete this item only if the limited liability company name in item 1 is not available for use in Michigan.)
The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:

3. It is organized under the laws of:

New York

The date of its organization is:

4/22/1998

The duration of the limited liability company if other than perpetual is:

4. The address of the office required to be maintained in the state of organization or, if not so required, the principal office of the limited liability company is:

300 Meridian Centre, Rochester, NY 14618

(Street Address)

(City)

(State)

(Zip Code)

05/02/2013 2:29PM (GMT-04:00)

5. a. The address of its registered office in Michigan is:

30600 Telegraph Road Suite 2345, Bingham Farms, Michigan 48025-5720
(Street/Address) (City) (State) (ZIP Code)

b. The mailing address of the registered office if different than above:

_____, Michigan _____
(Street/Address or P.O. Box) (City) (State) (ZIP Code)

c. The name of the resident agent at the registered office is:

The Corporation Company

6. The Department is appointed the agent of the foreign limited liability company for service of process if no agent has been appointed, or if appointed, the agent's authority has been revoked, the agent has resigned, or the agent cannot be found or served through the exercise of reasonable diligence.

The name and address of a member or manager or other person to whom the administrator is to send copies of any process served on the administrator is: (Must be different than agent shown in Item 5a)

Charles Stockdale, Esq. c/o Fiber Technologies Networks, L.L.C.

(Name)

300 Meridian Centre, Rochester, NY 14618

(Street/Address)

(City)

(State)

(ZIP Code)

7. The specific business which the limited liability company is to transact in Michigan is as follows:

Wireline Telecommunication

The limited liability company is authorized to transact such business in the jurisdiction of its organization.

Signed this 2nd day of May, 2013

By William J. Woodard (Signature)

William J. Woodard
(Typed Full Name)

VP & CFO

(Typed Title)

Attachment C

Certificate of Authority from the Public Service Commission (PSC)


[ITSP \(/ITSPHome\)](#)
[Glossary \(/ITSPGlossary\)](#)
[Help \(/ITSPHelp\)](#)
[Q Search \(/SearchRegisteredProviders\)](#)
[My Account \(/ProviderRegistration\)](#)

Company Contact Information

 MI.gov
<http://www.michi>

These companies have registered with the Michigan Public Service Commission (MPSC) per Commission Order U-11900 and Sec. 211a of the Michigan Telecommunications Act (MTA)

[<< Back to Registered Companies](#)

Company Contact:	Fiber Technologies Networks, L.L.C. 300 Meridian Centre Rochester, New York 14618, United States Phone: (585) 568-8485 Fax: Email: jnewkirk@fibertech.com (mailto:jnewkirk@fibertech.com) Website: http://www.fibertech.com (http://www.fibertech.com)
Customer Contact:	Judith Newkirk 300 Meridian Centre Rochester, New York 14618, United States Phone: (585) 568-8485 Fax: Email: jnewkirk@fibertech.com (mailto:jnewkirk@fibertech.com)
DBA:	
Registered as:	Competitive Access Provider (CAP)

[Michigan.gov](http://www.michigan.gov/) (<http://www.michigan.gov/>) |
 [MPSC Home](http://www.michigan.gov/mpsc/) (<http://www.michigan.gov/mpsc/>) |
 [ITSP \(/ITSPHome\)](#) |
 [State Web Sites](http://www.michigan.gov/statewebsites) (<http://www.michigan.gov/statewebsites>)

[Policies](http://www.michigan.gov/mpsc/0,4639,7-159-281480-,00.html) (<http://www.michigan.gov/mpsc/0,4639,7-159-281480-,00.html>) |
 [Michigan News](#) (<http://www.michigan.gov/minewswire>) |
 [Michigan.gov Survey](#) (<http://www.michigan.gov/misurvey>)

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Attachment D

Proposed Network Route Maps

Attachment E

Certificate of Liability Insurance and Worker's Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
882520-FIBER-CASP-14-15	INSURER(S) AFFORDING COVERAGE	
INSURED FiberTech Holdings Corp. 300 Meridian Centre, Suite 200 Rochester, NY 14618	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: Chubb Indemnity Insurance Co	12777
	INSURER C: Great Northern Insurance Company	20303
	INSURER D: Navigators Insurance Company	42307
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-008183286-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:			36012542	08/12/2015	12/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 50,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			73581335	08/12/2015	12/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ Comp/Coll. Deductible \$ 1,000/1,000
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			79837090	08/12/2015	12/01/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	71736548	08/12/2015	12/01/2015	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			SF14ECP300813IV	11/25/2014	11/25/2015	Limit: 500,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #: 15-9911

Cascade Charter Township is included as additional insured where required by written contract with respect to the General Liability, Automobile and Umbrella policies. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. The General Liability policy includes Completed Operations and XCU.

CERTIFICATE HOLDER

Cascade Charter Township
2865 Thornhills Avenue, SE
Grand Rapids, MI 49546

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Susan Molloy

Susan Molloy

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AGENCY CUSTOMER ID: 882520

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED Fibertech Holdings Corp. 300 Meridian Centre, Suite 200 Rochester, NY 14618
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL NAMED INSURED:

Fibertech Networks, LLC
 Fiber Technologies Networks LLC
 Fiber Technologies New York Networks, Inc.
 Fibertech Facilities Corp.



CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan 49546-7140

Date: October 7th, 2015
To: Supervisor Beahan and Township Board Members
From: Ben Swayze, Township Manager
Subject: Interurban Transit Partnership Transportation Services Contract

FACTS:

Cascade Township contracts with the Interurban Transit Partnership (commonly known as “The Rapid”) to provide route specific linehaul transportation services as well as paratransit services to individuals with disabilities that live within ¼ mile of the linehaul designated route. The linehaul route within Cascade Township enters the township at Patterson and 36th Street and follows a pattern of north on Patterson, east on 33rd, south on Kraft, and west on 36th before exiting the Township on 36th Street. The service is provided weekdays only between 5am and 8:30am and between 3:30pm and 7pm. There are 15 trips daily.

For the FY2015 contract, the proposed cost is \$28,572. This is calculated at 416.5 billable hours at a contract rate of \$68.60 per hour. This represents a 1.9% contract rate *increase* from FY 2015.

Attached for your review are:

- Proposed agreement between The Interurban Transit Partnership and Cascade Township For Linehaul and Paratransit Services

ANALYSIS & CONCLUSIONS:

Besides the change in the contractual rate, the agreement is the same that has been approved by the Township in previous years. Though the Township is primarily interested in the linehaul service, the ITP is legally obligated to provide paratransit services as outlined in the agreement.

We have requested ridership data from the ITP, which shows that in an average week, there are approximately 79 boardings or alightings during the week. This is consistent with usage we have seen in the past. Our contacts with companies along the mapped route have indicated that the bus route is very important to their employees. Additionally, we have received requests from other companies in the area about expanded service, and staff continues to work on service mapping/funding proposal alternatives which will be presented separately at this meeting for consideration.

FINANCIAL CONSIDERATIONS:

The estimated contract cost for ITP FY 2016 (October 1 – Sept 30) is \$28,572 which represents a 1.9% increase over our currently budgeted amount. If approved, the FY2016 budget will be prepared accordingly.

RECOMMENDED ACTION:

Approve the *Agreement Between the Interurban Transit Partnership and Cascade Township For Linehaul and Paratransit Services* and authorize the Township Manager to execute the agreement on behalf of the Township.



Interurban Transit Partnership

300 Ellsworth Avenue SW Grand Rapids, MI 49503-4005 616.456.7514 • Fax 616.456.1941

Ben Swayze
Township Manager
Cascade Township
2865 Thornhills SE
Grand Rapids, MI 49546

July 24, 2015

Dear Ben,

Enclosed are two original contracts for transit service within Cascade Township for Fiscal Year 2016. Please sign both copies and return both copies to me at the address listed above.

The contract is effective from October 1, 2015 through September 30, 2016. The renewal and termination terms are outlined in articles V.1 and V.2. The annual cost is \$28,572 as outlined in attachment "A" of the agreement. This cost includes a 1.9% contract rate increase (\$68.60) from FY 2014. There is no change in service hours in Cascade Township.

We look forward to working with you in the upcoming year. Please feel free to call me at 774-1191 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Kevin Wisselink'.

Kevin Wisselink
Senior Planner
The Rapid

CC: Peter Varga
Alan Hartley
Conrad Venema

AGREEMENT BETWEEN
THE INTERURBAN TRANSIT PARTNERSHIP
AND
CASCADE TOWNSHIP
FOR LINEHAUL AND PARATRANSIT SERVICES

Agreement made by and between Cascade Township, hereinafter called the "Township", and the Interurban Transit Partnership, hereinafter called "ITP", with offices at 300 Ellsworth Ave., S.W., Grand Rapids, MI, 49503.

ARTICLE I – RECITALS

1. Whereas, ITP provides regular bus service over established routes during published hours and at published frequencies, and
2. Whereas, ITP has the capability of expanding its bus service, particularly service in the Township area, and
3. Whereas, the use of ITP bus service is advantageous for Township residents.

Now, therefore, be it resolved that the Township wishes to encourage the use of ITP bus service by Township residents. The responsibilities of the Township and ITP in the execution of this resolve are set forth below.

ARTICLE II – RESPONSIBILITIES OF ITP

1. ITP shall provide bus service to the Township. The route(s) will be developed in agreement with both ITP and the Township. Passenger fares charged for both linehaul and paratransit service shall be those currently adopted by the ITP Board. ITP shall retain all passenger fare revenue.
2. ITP shall provide paratransit service pursuant to the requirements of the Americans with Disabilities Act. All equipment used in providing service to the Township shall be accessible to persons with disabilities. The ADA requires paratransit service be provided to those with a physical or mental disability who are prevented from utilizing linehaul. The paratransit service shall be provided during the same days and hours of operation of the linehaul service, and shall be provided to those whose trips begin or end within the $\frac{3}{4}$ mile corridor either side

of the linehaul service within the township. ITP shall perform all certifications necessary to determine paratransit eligibility.

3. Liability and Risk

- A. ITP shall provide for a Certificate of Insurance to be issued naming the Township as an additional insured. This insurance certificate shall be supplied prior to the start of service. ITP agrees to maintain such insurance for the duration of the project or the term for which services will be rendered.
- Workmen's Compensation (including occupational disease) under the terms of the Michigan Workmen's Compensation Act.
 - General Liability: \$3,000,000 ultimate net loss each occurrence.
 - Automobile Liability: \$3,000,000 ultimate net loss each occurrence.
- B. In addition to the above insurance provision, ITP shall indemnify and hold harmless the Township and Township agents, servants, and employees against all loss, damages, legal expenses, and other expenses which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from any accident resulting from activities conducted by ITP pursuant to this Agreement.

ARTICLE III – RESPONSIBILITIES OF THE TOWNSHIP

For linehaul and paratransit service:

Actual linehaul and paratransit costs per hour, less Michigan Department of Transportation Operating Assistance, which shall be 28.72% of expenses for FY 2015-16. For purposes of calculating this cost, the Township shall pay for all hours of service that a bus(es) are in revenue service within the Township's boundaries.

The cost per hour to the Township, after MDOT assistance, is as follows:

\$68.60 per revenue hour

ARTICLE IV – MARKETING AND INFORMATION

ITP shall provide all materials, schedules, and maps necessary to promote the service.

ARTICLE V – TERM OF AGREEMENT

1. This Agreement shall be effective starting October 1 through September 30. The township shall make its intentions to ITP for renewal of the agreement on or before August 1. The hourly rates shall adjusted at renewal based upon inflationary increases in operating expenses, a decrease in local or State revenues to ITP, or a change in the service levels provided to the Township.
2. This Agreement may be terminated by either party with a minimum three -month prior written notification to the other party.
3. If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, the dissatisfied party shall so advise the other party by registered mail, indicating in specific detail the nature and basis of its dissatisfaction. If the complaint is based on reasonable cause, the party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days written notice by registered mail.

ARTICLE VI – ADDITIONAL CONDITIONS

1. ITP shall install all bus stops within the Township service area at its expense.
2. Service shall only be offered on days which the ITP linehaul operates, the hours of service shall be mutually agreed upon and made part of this agreement as attachment "A".
3. Additional services may be provided as permitted under Federal Transit Administration charter regulations. Under these guidelines, the service must be advertised and open to the general public. ITP must control the route and determine the fares to be charged. Any trips which do not meet this criteria, as determined by ITP, must first be offered to the private sector. The cost for any charter work shall be at ITP's current charter rate.

The Agreement is dated the _____ day of _____, A.D., 2015.

INTERURBAN TRANSIT
PARTNERSHIP

CASCADE TOWNSHIP

By _____
Executive Director

By _____
Appointing Officer

Attest: _____

Attest: _____

ATTACHMENT A

FY 2016 Fixed-Route Services in Cascade Township

Route Description:

West on 36th, north on Kraft, East on 33rd, and south on Patterson. **Weekday peak periods only (5 AM - 8:30 AM, 3:30 PM - 7 PM: 15 trips)**

Frequency of Service:

Weekday peak: Every 30-minutes

Hours of Service

Weekday: 5:00 AM - 8:30 AM
and 3:30 PM - 7:00 PM

Weekday Evening: None

Saturday: None

Sunday: None

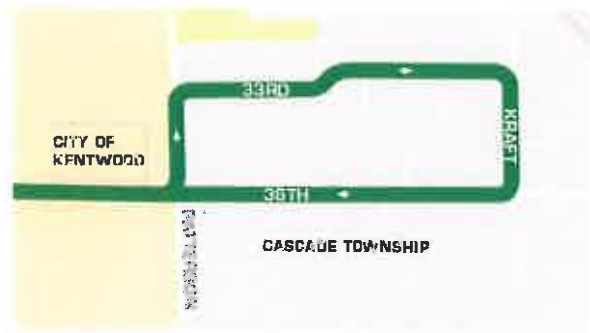


Figure 1 - FY 2016 Route 5 Alignments in Cascade Township

FY 2016 Billable Hours:	416.5
FY 2016 Contract Rate:	\$68.60
FY 2016 Annual Cost:	\$28,572

TOWNSHIP BOARD MEMORANDUM

To: Cascade Charter Township Board

From: Sandra Korhorn, DDA/Economic Development Director SKK

Subject: Consider Public Transportation in Cascade Township

Meeting Date: October 7, 2015

The Township receives regular inquiries regarding the availability of bus service in the community. These requests come from residents, non-residents and business owners/managers. The goal of providing public transit to and within Cascade Township is discussed in the DDA TIF plan, the Master plan and the Strategic plan.

Based on the requests, staff began discussions with The Rapid regarding potential routes and costs. The Rapid believes a 28th Street route extension is a priority for them and a positive for the Township, residents, non-residents and business owners. The closest bus stop to the Township is at 28th St. & Acquest Dr. in Kentwood (near Art Van). We have been told there are people who get off at that stop and walk to the Cascade Meijer, Walmart and other businesses in order to shop and work.

As you know, The Mary Free Bed YMCA was approved and is under construction in the Township. A condition of their approval is to construct a bus pull out lane on Burton Street. This condition has come under question due to the fact that the Township does not currently offer bus service to its businesses or residents (with the exception of the 33rd/36th Street loop in the industrial district). Since the approval of this project, the Township, along with the YMCA, has received calls regarding the availability of bus service to the new YMCA.

Two call centers have also moved into the Township. Both of these call centers have requested public transit be provided to their business locations. Teleperformance is located in the Cascade Office Park and Dialog Direct is located in Centennial Business Park.

Attached is a proposal received from The Rapid with 2 potential routes and costs for the service. While both proposals include a bus stop at the YMCA, proposal 1A shows the end of the route with a loop at the library and proposal 1B takes the service to the Thornapple Centre development at 28th St. and Cascade Rd. Both routes also take advantage of the park and ride lot in the Meijer parking lot.

Our Strategic plan wanted the Township to perform a needs study specific to Cascade Township. With the development of the YMCA and the interest we have had from others, it

seems that it may make more sense to “study” this effort by actually providing the service. In order to do so, we would need to have the service for at least 3 years in order to provide a meaningful measurement of use. After that, we would be able to make a decision about continuing service.

Both the Infrastructure Committee and the DDA board reviewed this request early 2014 and directed staff to talk to businesses to find out if there is a need for this type of service and to discuss potential partnership options, but added that recommending the service would not be contingent on any of them providing funding.

Funding for public transportation would be split between the DDA and the Township Board. The scenario discussed so far would be 75% Township Board with the remaining 25% provided by the DDA and potential businesses.

Staff spoke with a number of businesses regarding bus service and also sent a letter to business owners/managers in the potential route area.

There is a definite need/interest for bus service to and within the Township. The recurring theme was that our places of business have trouble hiring employees because many of them don't have a way to get here. The property manager for Whitewater Place also said her residents have inquired about bus service.

The DDA Board reviewed this request at their July meeting. They made a favorable recommendation to support this service as well as be a funding source. However, they did request that the Township consider service to the Prevo's Center. They felt that area has great redevelopment potential and bus service to the development could be a need for them as well.

The Infrastructure Committee reviewed this request at their September 2 meeting and have also made a favorable recommendation to support this service as well as be a funding source. They also recommended the service encompass a stop at the Thornapple Centre.

In order for the Township to continue to grow and provide economic development opportunities and for our businesses to provide services to residents and visitors, public transit is a necessary commodity. A review of our adopted plans indicates that providing public transit is consistent with the goals/objectives that have been adopted by the Township Board.

Kevin Wisselink, Senior Planner at The Rapid, will be at the meeting for questions regarding bus service.

Staff recommends public transit be approved in Cascade Township as a 3 year pilot program with the funding as specified above.

To: Cascade Township

From: The Rapid

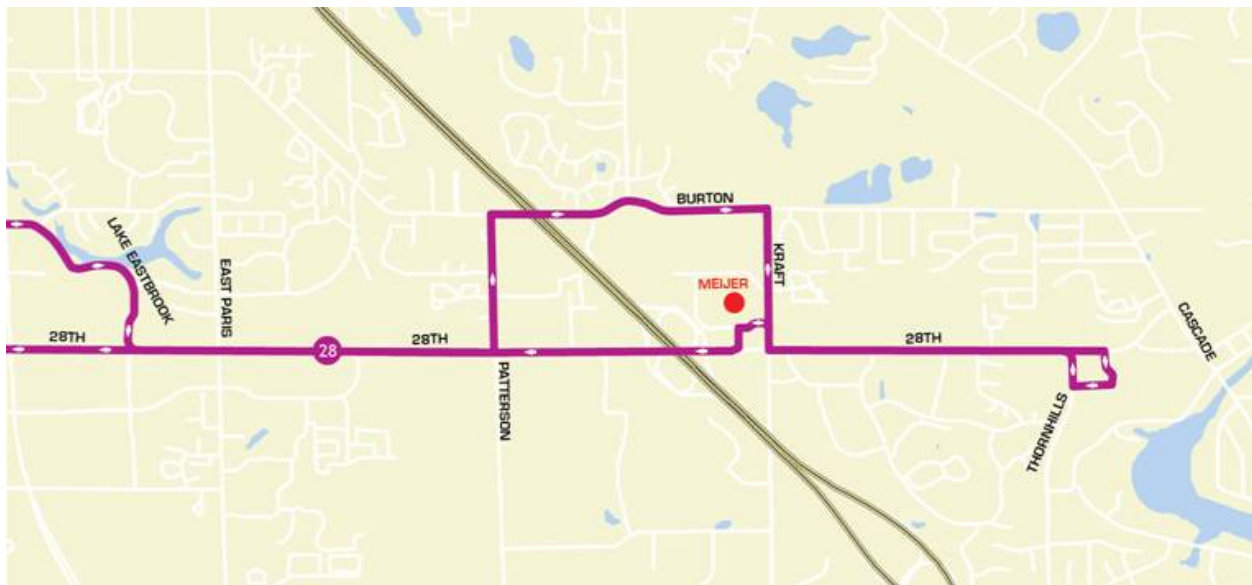
Re: Potential Transit Service Options for Cascade Township

September 2015

There are two basic service models proposed here. The hours of all the proposals can be modified beyond what is listed here (for example, weekday service could potentially be 8 AM to 5 PM if desired, not 6 AM to 7 PM as is standard). Specific routings and parts of the service can all be adjusted at Cascade Township's request. These proposals are our best estimates and are subject to refinement upon service implementation.

Proposal 1A: Extend Route 28 service to Cascade Township Library via Southeast YMCA

Run one additional bus that would extend The Rapid's Route 28 from where it currently ends at Acquest drive out to the Cascade Public Library loop. This extension would run every 30 minutes throughout the day and would provide service to the major destination centers in Cascade Township, including Waterfall Shoppes, Teleperformance, the Cascade Meijer, Wal-Mart, Cascade Library and Township offices. This service would have stops close to the Cascade Meijer and the Michigan Department of Transportation Park-and-Ride lot that is part of the Meijer parking lot.



This route has a number of advantages. The first is that when paired with the current Route 5 service to Cascade Engineering this option provides service to all major transit destinations in Cascade Township in an efficient manner possible. Second, it connects Second, it extends GO!Bus service coverage to a significant portion of the Township, which would enable to the Township to save on directly paying for demand-response transit service to residents within ¾ of a mile of this service extension. Third, it provides service to the YMCA being built at Kraft and Burton.

The cost of the service would depend on the number of hours per day the service was run:

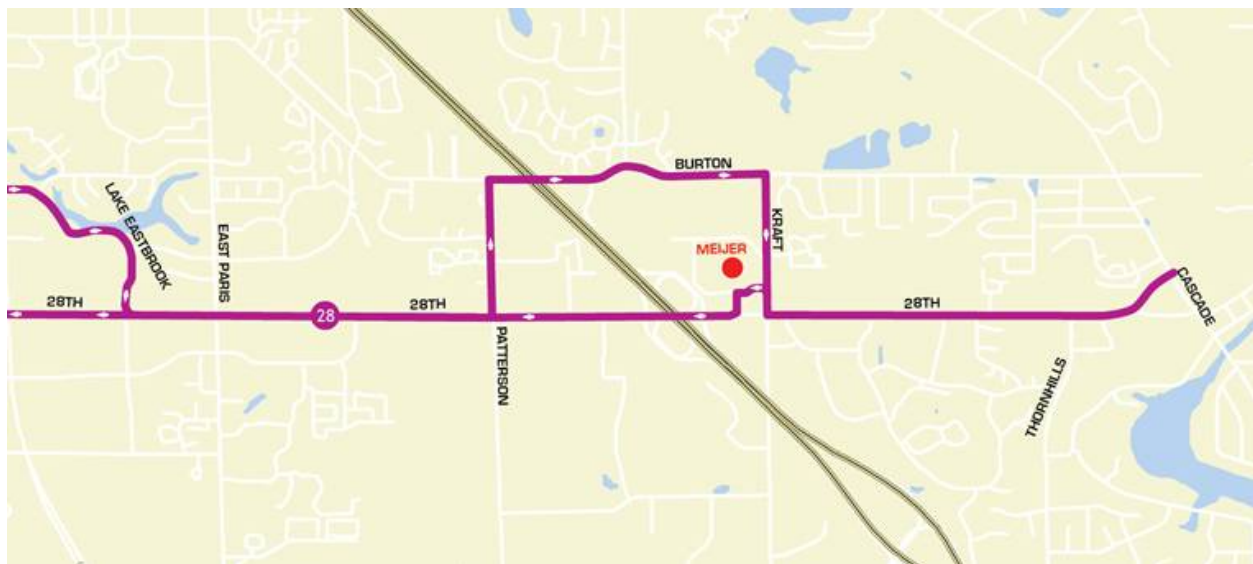
Days of week	Time	Number of hours/day	Hourly Rate	Cost/Day	Days/Year	Cost/Year
Weekdays	6 AM - 6 PM	12	\$68.60	\$823.20	255	\$209,916
Weeknights	6 PM - 12 AM	6	\$68.60	\$411.60	255	\$104,958
Saturdays	7 AM - 10 PM	15	\$68.60	\$1,029.00	52	\$53,508
Sundays	7 AM - 7 PM	12	\$68.60	\$823.20	52	\$42,806
Grand Total			\$68.60		359	\$411,188

Note these rates are for Fiscal Year 2016 and reflect a 1.9% increase from Fiscal Year 2015. These hourly rates change from year to year based on The Rapid's actual operating expenses.

Any combination of services can be selected from this menu, and hours can be adjusted from those listed here, but this chart gives an idea about the general cost for each level of service provided. For example, service would not necessarily have to be provided all the way from 7 AM to 10 PM on Saturday.

Proposal 1B: Same as Proposal 1A but end the route at Thornapple Center (Cascade Road and 28th Street) instead of the Cascade Public Library

Instead of ending the route at the Cascade Public Library loop, the Route 28 extension could travel to Cascade Road at the end of 28th Street. The bus would enter Thornapple Center and use the service drive to turn around and head back on 28th Street. This would have the advantage of serving Thornapple Center as well and would be the same cost as Proposal 1, as there is no additional time necessary to provide this service. The cost structure for Proposal 1B is identical to that of Proposal 1A as no additional buses are required.



Transportation Objectives:

1. Enhance the visual quality and safety of 28th Street and Cascade Road by encouraging the reduction of curb cuts, improving the non-motorized paths system accessing businesses along the corridor, and installing a green median as a gateway to the Township.
2. Actively participate in transportation and mass transit planning and implementation to serve the needs of Township residents and workers.
3. Promote the interconnectedness of new and redeveloping residential, commercial and industrial development to promote alternative means of transportation to the vehicle.
4. Recognize that roadways are an essential element to a thriving community providing opportunities for vehicular, as well as alternative means of transportation in an attractive and safe manner.
5. Ensure the continued safety and accessibility of private roads.
6. Increase the number of miles of non-motorized paths along community arterial roadways.
7. Encourage traffic reduction in the Township.
8. Implement effective access management techniques to optimize the carrying capacity of arterial roads in the Township.
9. Work with the CSX railroad, the Grand Valley Metro Council, and regional townships and municipalities to work toward a long range commuter rail connecting Lansing, Grand Rapids, Cascade Charter Township and Holland.

Goal 3: Utilities

Utilities will be provided in a rational and sequential manner to promote the continued protection of groundwater and to encourage development that supports the land use goals of the Township. Additional connections to existing utility lines will be encouraged or required to further the public health benefits that public systems offer. High quality municipal services will be ensured through the Township's on-going active participation in the Utility Advisory Board.

Utilities Objectives:

1. Consider utility extensions to areas planned and/or zoned for industrial development as a tool to further economic development.

The village commercial area is intended to be a walkable commercial district, where architectural style is paramount, but not rigid. Low shrubbery, picket fences and other features should be in place along the roadway to delineate the use and create interest for pedestrians.

Location: The village commercial land use category is located at the heart of Cascade Charter Township where Cascade Road, 28th Street and the Thornapple River converge. It is not the intent of this land use category to expand beyond the current commercially-zoned properties along Cascade Road.

Desired Uses and Densities: Desired uses include retail commercial, personal service establishments, eating and drinking establishments, financial institutions, and convenience stores with or without fuel stations. Residential uses are also planned, including above retail or office uses. Townhome, retirement centers, assisted living, and other elderly care facilities are also recommended. Other uses should be phased out and encouraged to locate to a more automobile-oriented commercial corridor. Residential densities would be 6-8 dwelling units to the acre. Pedestrian/bicycle circulation plans should be prepared for new development that includes access from sidewalks and non-motorized paths to any building entry. Bicycle racks are encouraged. Traffic calming, crosswalk demarcations, countdown walk signs, plantings and signage are encouraged at 28th Street and Cascade Road at the Village to create a sense of place for shopping, strolling, biking, and walking. Water and sewer must be available for development in this land use category. Additionally, any natural features should be preserved and protected in projects located in the village commercial land use area. The Township hopes that the village commercial area is served by mass transit in the future.

GENERAL COMMERCIAL

Description: This land use designation is intended to provide goods and services to meet the needs of the immediate neighborhood and the larger region. Facilities will be developed in harmony with the area's natural features and in a scale and form to encourage pedestrian access and to minimize auto-pedestrian conflicts. Cross-access easements and access roads will be encouraged to reduce the proliferation of curb-cuts. In addition, landscape standards and signage limitations will be utilized to promote attractive and functional developments. The current three acre minimum lot area requirement may be reduced for projects that incorporate certain green/eco-friendly building technologies, or provide a specific amount of green space, such as 35%.

Location: The general commercial land use designation includes properties fronting 28th street from Cascade Village west to the Township boundary.

Desired Uses: Uses include retail, office, personal services, professional services, automobile repair, convenience stores with or without fuel pumps, drive-through establishments, eating and drinking establishments, fitness centers, financial institutions, automobile sales, and other similar uses. Water and sewer must be available for development in this land use category. Additionally, any natural features should be preserved and protected in projects located in the general commercial land use area. The Township hopes that the general commercial area is served by mass transit in the future.

HIGHWAY COMMERCIAL

Description: The highway commercial land use category calls for more intense land uses in terms of traffic generation and building height. This use would include hotels, eating and drinking establishments, and convenience shopping capturing consumers from the region. Multi-story development, up to 5-stories, may be permitted based on locational factors. Additional height in excess of 5-stories may be considered in areas with elevation differences along the highway, while less height may be appropriate in areas where the highway commercial land use abuts residential uses. Maximum floor area may also be restricted to encourage taller buildings.

Careful planning and design should occur with any new mixed use or large-scale commercial projects to ensure that traffic safety and on-site traffic flow is considered, appropriate access management techniques have been incorporated into site planning and building height would not interfere with Federal Aviation Administration requirements or other height requirements of the Gerald R. Ford International Airport. Minimum lot area requirements could be reduced for projects that incorporate certain green/eco-friendly building technologies at the time of site plan review, or provide a minimum amount of green space, such as 35%. Architectural standards are appropriate to ensure buildings over 3 stories incorporate step-backs, vertical and horizontal design elements, and varied building materials to minimize bulk and massing.

Location: This use is located west and east of the I-96 interchange along 28th street.

Desired Uses: Desired uses include hotels, eating and drinking establishments, convenience shopping, fitness centers, and offices. Water and sewer must be available for development in this land use

category. The Township hopes that the highway commercial area is served by mass transit in the future.

MIXED USE

Description and Desired Uses: The mixed use land use is intended to provide for offices, light industrial, townhome and other types of attached residential development, and retail/commercial uses. The intent is to allow for uses in a master-planned project, giving a greater potential for walkable neighborhoods. Mixed use residential areas are especially desirable where future mass transportation can serve the area.

Location: The mixed use land use category is planned for the northern portion of Centennial Park, the southern portion of Meadowbrooke and along the already developed office park on Cascade Road.

Densities: Within the mixed use category, residential densities would be 6-8 dwelling units to the acre. Density bonuses may be available for development that incorporates certain green/eco-friendly building technologies at the time of site plan review and approval. Building heights would be the lesser of 40' or 3 stories where surrounding uses and buildings are of comparable heights; however, along Cascade Road where the mixed use area is already developed, existing building heights would remain unchanged.

HEAVY INDUSTRIAL

Description and Desired Uses: This land use designation is intended to provide employment for area residents, manufacture goods and provide services to meet the needs of the larger West Michigan Region. Facilities will be developed with appropriate utility and transportation connections and in harmony with the area's natural features. Industrial uses may include warehousing, manufacturing and assembly, mini-storage, contractor's offices and yards, and shipping facilities. In the vicinity of the airport, industrial land uses should be compatible with the airport and aviation requirements. The Township supports industrial uses near the airport having direct access to the airport property to facilitate greater interconnectedness, growth of transportation-related industry, and limit off-site vehicular movement/trips. Truck traffic leaving industrial land uses will be directed efficiently to regional arterials without traversing residential areas. Landscape credits, credits for energy efficient design, or other types of credits may be offered that may reduce the current front yard setback requirements, landscaping requirements, and/or lot area requirements.

Throughout DDA	Approximate Cost	Timing	Priority
Bury, move and/or consolidate power lines throughout the DDA to improve visual appearance of corridor and reduce visual clutter. Also included is inventorying existing lines and identifying opportunities for relocation, consolidation or removal of cable, telephone, guy wires and all other overhead lines.	\$2,500,000 to consolidate lines or \$5,000,000 per mile to bury lines	Interchange area 2012-2022 Village area 2012-2022 28 th street 2022-2040	A
Plant and maintain decorative landscaping throughout the DDA, including planting, watering, drip irrigation systems, tree trimming and fertilizing.	\$50,000	On-going	A
Conduct a DDA-wide market study and strategy to enhance business creation and retention in the Township. Use the information to create and execute a marketing campaign for the commercial and industrial areas within the DDA.	\$155,000	2012-2017	A
Provide or upgrade technology (such as wi-fi or the most current technology available) throughout DDA district.	\$100,000	2012-2017	A
Support public transportation within and connecting to the DDA area, including trolley service, bus shelters, etc.	\$375,000	On-going	A
Maintenance and operations/interest payments	\$300,000	On-going	A

CASCADE CHARTER TOWNSHIP

STRATEGIC PLAN 2014-2016

Adopted by the Township Board on November 2, 2011

I. Overview

In July 2011 the members of the Cascade Charter Township Board outlined their shared vision of the future of the Township. The Supervisor, Board and Manager were later joined by Staff Leaders of the Township to discuss how to attain the vision and goals identified by the Board. In a subsequent meeting the Treasurer, Manager and Staff Leaders identified the tasks that could be completed in each goal area in the first year of the plan.

This is a summary of the total teams' key areas of discussion:

- A Vision Tour of Cascade Charter Township circa 2014-2016
- Major Goal Areas that were identified from the vision tour
- Major Strategic Goals including:
 - a) Key objectives
 - b) Tasks to be completed in one year

II. A Vision Tour of Cascade Charter Township circa 2014-2016

By 2016, a visitor to Cascade Charter Township will be given the following tour:

- A community with a successful and thriving Village Center that would include destination restaurants, shopping and family oriented recreational activities.
- Completed streetscapes to 28th Street and Cascade Road possibly with traffic calming improvements in the vicinity of the intersection.
- Create a Convention/Visitors Bureau that promotes Cascade Township as a business location, a place to visit and live.
- A mass transit system with express service to downtown Grand Rapids.
- A River Front Area that would support more pedestrian traffic with walkways and destination restaurants especially at Thornapple and Cascade Roads.

Goal Area Two

Cascade Township continues to maintain and expand its infrastructure in order to support the present and future needs of the community.

1. Objective: Bury utilities in selected areas of the community

Tasks to be completed in 2011-2012:

- Support and coordinate with the DDA's effort to study this objective. Identify priority locations, determine cost and funding and complete the study and set priorities (phases)

2. Objective: Develop Efficient, Service Effective and Cost Effective Approaches to Offering Police and Fire Services.

Tasks to be completed in 2011-2012:

- Study other approaches to Police and Fire Services other than single stand alone department. This includes pros and cons of; PSO, Shared facilities and/or equipment, Attrition/reduced service levels with more personnel on-call, consolidation with other entities.
- Provide information so that the Board can make a decision within the year.

3. Objective: Provide Mass Transit Service from Cascade Township to Downtown Grand Rapids.

Tasks to be completed in 2011-2012:

- Gather information and review prior studies that were done on latent demand for mass transit (buses) in Cascade Township.
- Identify areas for service, including express shuttle.
- Obtain cost data for other options.
- Identify funding options.
- Bring study with options to the Board for decision.

4. Objective: Insure Future Water and Sewer Sustainability.

Tasks to be completed in 2011-2012:

- Conduct a comprehensive water and sewer sustainability study and compare costs to other communities.
- Report to the Board for further decisions.

Sandra

From: Dorothy Tissue <Dorothy.Tissue@teleperformance.com>
Sent: Wednesday, June 17, 2015 10:20 AM
To: Sandra
Cc: Brian Peot; Jaclyn Frazier; Michael Lewis
Subject: Additional Bus Stop

Importance: High

Good morning Sandra,

First I would like to thank you for taking your time to come meet with me at Teleperformance USA. Having a bus stop closer to our Employment is crucial, and I appreciate the fact that you understand our need to offer this service to our employees; to include the disabled Veterans that we are in the process of prospecting and hiring. I actually have a meeting scheduled tomorrow with the Veterans outreach program for our disabled Veterans that will be in need of this transportation service. I feel as though we owe this service to those that have volunteered to protect our country, and have come back to us disabled.

I know that you had mentioned the possibility of next year, however, if there is any way possible to have this timeline moved closer to the end of summer or early fall, we at Teleperformance US would very much appreciate it.

Just to give you a little background, we are not just a call center. We are 'Citizens of the World' and are actively assisting members of this community. Currently we are doing a Food and Clothing drive, which will be donated to a local venue in dire need. Next month, we are donating over 500 'filled' back packs to the Boys and Girls club, to assist the families that can't afford to send their children to school with all the necessary school items.

We want to open our front door to as many applicants as we can; sadly, the transportation is and has been a deciding factor for our prospects. **We need your help with this.**

Please let me know if you need for me to assist in any way. I'm a huge advocate to offering as much assistance for our employees. I am willing to talk to some of the local companies for you if your time is limited. If I was able to start a petition from the community in favor of these bus stops, would that help?

I would also like to invite you and the Cascade Township Leaders (and families) as guests to our Live Remote here at the site on Saturday, June 20th from 12:00 p.m. to 2:00 p.m. We will have a local radio station on site, as well as a cookout. I believe it would be a benefit for you and the Township to meet some of our employees and hear how much they enjoy working here, and how an additional bus stop would benefit them.

Lastly, and I apologize for harping on this, (I think by now you can feel my passion) last night I was speaking to a newly hired young man that doesn't have a car and uses the bus line. It was after 11:00 p.m. and he was running to the bus stop near Art Van to get there in time. While I know he is young and can do this, we also hire all ages, some of which can't do that 'run'.

Again, I appreciate your assistance, and please know that I'm prepared to take our needs to the board.

Thank you!! And feel free to contact me anytime!

v/r

Dot Tissue
Human Resource Coordinator
Teleperformance USA

T 616-957-0697
F 616-957-1451

dorothy.tissue@teleperformance.com



 teleperformance.com |  facebook.com/teleperformanceglobal |  twitter.com/teleperformance |  youtube.com/teleperformance

Sandra

From: Jennifer Martineau - jlmarti.s02493 <jlmarti.s02493.us@wal-mart.com>
Sent: Thursday, June 04, 2015 1:06 PM
To: Sandra
Subject: bus line

Sandra,

Good Afternoon. I was given your contact information by Co-Manager Michelle from the Grandville Wal-mart. She informed me that you were interested in trying to get a bus line to my store in Cascade. I would love to assist in getting this in any way possible. I asked about getting a bus line a little over a year ago and got no where with it. Having a bus line would make such a big impact on my store. Not only would it allow customers to come here that do not have vehicles but I have a number of potential employees that have applied but are unable to get to work due to no bus line. I currently have 2 associates that take the bus to the end of the route then ride a bike from there to the store to come to work everyday. I have other associates that walk from the end of the bus route to the store everyday.

I think about that trip once winter arrives and would love to be able to offer them an alternative way to get to work. Please let me know what your thoughts are and what way I could assist in getting this bus line approved.

Thank you and I look forward to hearing from you.

Jennifer Martineau
Store Manager
Market 200 - Store #2493
(616)949-7670

Walmart
5859 28th St SE
Grand Rapids, MI 49546
Save Money. Live Better.

This email and any files transmitted with it are confidential and intended solely for the individual or entity to whom they are addressed. If you have received this email in error destroy it immediately. *** Walmart Confidential ***

Sandra

From: Jen Ritzow <jen.ritzow@bekins.us>
Sent: Tuesday, July 14, 2015 2:07 PM
To: Sandra
Subject: re: Bus service to Cascade Township

Thank- you for the informational letter but the bus service is not needed or desired by us.
Best Regards,

Jen Ritzow

Accounting Administrator
Grand Haven Store: (616) 842-4010 • bekins.us



Life. Upgraded.

Sandra

From: Sandi Harms <sandi@midwest-case-mgmt.com>
Sent: Wednesday, July 22, 2015 3:09 PM
To: Sandra
Subject: Bus Service to Cascade Township

Hi Sandra:

We received a notice in the mail that the Rapid is considering a route in Cascade/28th Street. Our office is located on Lucerne Drive right off of Cascade Road. A bus in this area would be very helpful. We often have clients with transportation difficulties. It would be much easier if a bus could be taken to our office and the surrounding area.

Kindest Regards,
Sandi Harms
Administrative Support
Midwest Case Management, Inc.
616-957-7796

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The information contained in this email message and any attachment is privileged and confidential information intended for the use of the addressee. If you are neither the intended recipient nor the employee or agent responsible for delivering this information to the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking of any action in reliance on the content of this information is strictly prohibited.

If you received this email in error, please immediately notify us by telephone or email to arrange for return of the original documents.

Sandra

From: Dale Tolson <dtolson@tolsonent.com>
Sent: Friday, July 24, 2015 9:13 AM
To: Sandra
Subject: Bus Routes

The company I work for owns a shopping strip center on 28th Street. I think that there should be a stop at the Walmart on 28th Street. This would provide a shopping need to those passengers for both grocery and other shopping options in that same area. It would serve both the customers as well as the businesses in that area. Thank you.

Dale A. Tolson
6591 W. Central Ave.
Ste. 100
Toledo, OH 43617
Office: 419-843-6265
Cell: 419-466-4001
Fax: 419-517-0507



CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan 49546-7140

July 7, 2015

Re: Bus Service to Cascade Township

Dear Business Owner/Manager:

Cascade Township receives inquiries every year regarding the availability of bus service in the community. Because of these requests, staff began discussions with The Rapid regarding potential routes and costs.

The Rapid believes a 28th Street route extension is a priority for them and a positive for the Township, residents, non-residents and business owners. The closest bus stop to the Township is at 28th St. & Acquest Dr. in Kentwood (near Art Van). We have been told there are people who get off at that stop and walk and/or ride their bicycle to Cascade Township to work and shop.

The Township Strategic plan identified the need for busing and indicated the desire to perform a needs study specific to Cascade Township. With the recent developments, as well as the interest we have had from businesses, it seems that it may make more sense to "study" this effort by actually providing the service. In order to do so, we would need to have the service for at least 3 years in order to provide a meaningful measurement of use. After that, we would be able to make a decision about continuing service.

Township staff believes there may be some opportunities to "partner" with businesses on the financial aspect of providing transit. Providing bus service is approximately \$400,000/year.

I have had conversations with business owners/managers and from those discussions it appears there is a need and/or desire. However, I am not able to talk to all businesses in Cascade. I am interested in hearing from you as to whether bus service is a need for your business, employees, clients, shoppers, etc.

Please contact me if you would like to hear more about this initiative or if you have a need for this service. I can be reached at (616) 949-1500 or via email at sandra@cascadetwp.com.

Sincerely,
Cascade Charter Township

Sandra K Korhorn

Sandra Korhorn
DDA/Economic Development Director

I don't care for the Bus System. They have it down town Grand Rapids and it is dangerous in how they drive those busses. I think it takes away from the pretty Cascade town and encourages aggressive city driving and they are noisy. I am against busses.

Assessing
949-6176

Building
949-3765

Buildings & Grounds
682-4836

Clerk
949 1508

Fire
949-1320

Manager
949-1500

Planning
949-0224

Treasurer
949-6944

Sandra

Subject: FW: Proposed Bus Service

From: dvhuhn@comcast.net [<mailto:dvhuhn@comcast.net>]

Sent: Tuesday, September 22, 2015 1:59 PM

To: Sandra

Subject: Re: Proposed Bus Service

My position to the Board is that Cascade should not execute the contract until there is \$225,000 spread over the three year contract committed by the business community.. We keep hearing that the YMCA/Mary Free Bed and businesses are in need of such a service to allow their business to expand and operate. Without such a small (less than 20%) commitment, we do not have a strong interest and the experiment will be a waste of taxpayer dollars.

David V. Huhn
Chair- Cascade DDA

Sandra

From: Michael Riggs <michael.riggs@firehousesubs.com>
Sent: Saturday, July 11, 2015 11:39 AM
To: Sandra
Subject: Bus service

Dear Sandra, I know a couple small business owners in Wyoming and Kentwood that both have bus stops in front of their businesses. Both have several problems. Vandalism and break ins. Loitering and other problems.

I own a restaurant and do not want these problems. The reason I choose to open a business in Cascade was to get away from these problems. I am located in front of meijers and know the bus stop would more than likely be located by my restaurant.

Please let me know if and when there will be a discussion about this so I can speak my opinion and or vote against this.

Thanks
Michael Riggs
616-813-7151
Firehouse Subs

Sent from my iPhone

Sandra

From: walidmjamal@gmail.com on behalf of Walid Jamal <walidjamal@jhgc corp.com>
Sent: Sunday, July 12, 2015 1:30 AM
To: Sandra
Subject: Bus Service

Sandra,

My name is Walid I am one of the owners of the IHOP located on 28th st, I have read the letter sent by Cascade Twp to our store and I am very interested in some more information. We have almost 65 employees and possibly 15 to 20 of them use the bus system over the past few years we have had struggles with having staff members show up to work on time or at all for that matter due to the distance of the bus station especially during the winter we tend to have many staff members decide to leave because of cold weather and having to walk the distance to work. Moreover, we have many customers that go shopping at target, Aldi's, or any of the other stores across the street and come dine with us before they have to go back to the bus station. Our area is growing significantly and is attracting people from all over town and a bus station could potentially have a significant positive impact on our business. Thank You and hope to hear from you soon.

--

Walid Jamal
IHOP Franchise Operator
5039 28th St S.E.
Grand Rapids, MI 49512
C: (248) 470-2918
W: (616) 956-0494

Sandra

From: Russ Spees <rhspees@rapid-packagingcorp.com>
Sent: Monday, July 13, 2015 3:22 PM
To: Sandra
Subject: The Rapid

Dear Sandra: A brief reply to your letter regarding "partnering" for bus service into Cascade/28th St. area. We are not interested in the project. The benefit for providing bus access is not commensurate to the cost. We would be opposed to the initiative.

Thank you for contacting us for our input. Hope it is helpful.

Your,
Russ Spees
CASCADE RAPIDS LLC

--


Russell H. Spees

RapidPackaging

Phone 616.949.6950
Fax 616.949.7540

Sandra

From: Heidi Killingham <heidi@design1.com>
Sent: Tuesday, July 14, 2015 7:53 AM
To: Sandra
Subject: Re: Bus Service to Cascade Township

Dear Sandra,

My name is Heidi Killingham and I am the office manager for Design 1 Salon Spa. I am emailing you regarding your letter about bus service to Cascade Township. We currently do not have a need for bus service.

Heidi Killingham
Design 1 Resource Center
Phone: 616-361-0733
Fax: 616-363-0966

Sandra

From: Glenn Turek <glennturek@gmail.com>
Sent: Tuesday, July 14, 2015 12:51 PM
To: Sandra
Subject: Bus service in Cascade

Sandra...we met last week regarding our site in Centennial Park.

Although we do not have a need at this time for any of our businesses for bus service in Cascade, we can certainly see where there would be a need for many residents. The new residential developments in Cascade may increase this need as well. Perhaps the Township might consider constructing a commuter lot where the bus would stop in Cascade...Glenn.

Glenn A. Turek, CCIM
Sperry Van Ness/Silveri Company
580 Cascade W. Parkway, S.E.
Grand Rapids, Michigan 49546
(616) 450-5000 cell
(616) 949-6168 office
(616) 949-7929 fax
(616) 942-2244 home
glennturek@gmail.com email

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