

**AGENDA
CASCADE CHARTER TOWNSHIP
REGULAR BOARD MEETING**

Wednesday, October 27, 2021

7:00 P.M.

Wisner Center

2870 Jacksmith Drive SE, Grand Rapids 49546

Public may access the meeting via video conference software Zoom

<https://us02web.zoom.us/j/88174378704>

Meeting ID: 881 7437 8704

By Phone: 1 312 626 6799

Expected Meeting Procedures

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

Article 1. Call to Order, Roll Call

Article 2. Pledge of Allegiance to the Flag

Article 3. Approval of Agenda

Article 4. Presentations

- a. Township Strategic Plan Update – McKenna (Danielle Bouchard)

Article 5. Public Comments - Anything on the Agenda not scheduled for a public hearing. (limit comments to 3 minutes)

Article 6. Approval of Consent Agenda

- a. Receive and File Minutes
 1. Township Board – 10/13/21
 2. Personnel/Finance Committee – 9/08/21
 3. Public Safety Advisory Committee – 9/15/21; 9/21/21
- b. Receive and File Reports
 1. Cascade Inspection Services Report – September 2021
- c. Receive and File Education Requests
 1. None
- d. Receive and File Communication
 1. Kent County Drain Commissioner Notice – Hidden Hills Drain
 2. Lowell Charter Township – Planning Commission Letter
 3. Memo from Trustee McDonald

Article 7. Financial Actions

- a. None

Township Board Agenda

October 27, 2021

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- Article 8. Unfinished Business**
None
- Article 9. New Business**
- 108-2021 Consider a Proposal for Consulting Services – Brownfield Redevelopment Authority**
- 109-2021 Consider an Agreement for Professional Assessor Services**
- 110-2021 Consider an RFP for a Township Parks, Recreation & Open Space Plan**
- 111-2021 Consider a Policy for Access to Township Legal Services**
- 112-2021 Consider Appointment of Trustee McDonald to Election Commission & Resolution to Relocate Precinct No. 9 (*Roll Call*)**
- 113-2021 Consider a Lease Agreement with The Gerald R. Ford International Airport Authority for Temporary Fire Station #1 Location**
- Article 10. Public Comments – Any comments...whether it is on the agenda or not. (limit comments to 3 minutes)**
- Article 11. Manager Comments**
- Article 12. Board Member Comments**
- Article 13. Adjournment**



Memorandum

TO: Cascade Township Board
FROM: Chris Khorey, AICP
Danielle Bouchard, Senior Planner
SUBJECT: Strategic Plan Steering Committee & Project Update
DATE: October 22, 2021

Cascade Township is in the process of updating its Strategic Plan. The primary purpose of the Strategic Plan update is to help the Township determine, organize, and define the Township's biggest priorities for a 4-year time period. The overall content of the Strategic Plan will include action-oriented projects, programs, administrative tasks, and other elements that will help to transform Township visions into reality.

Perhaps most importantly, the Strategic Plan content will be determined as a result of a robust public engagement program. The Township will seek input from residents and stakeholders on multiple occasions over the course of several months to ensure that all community voices have the opportunity to be heard. Those community voices will be most influential in determining the short-term and long-term direction(s) for Township staff and officials.

STRATEGIC PLAN STEERING COMMITTEE

In July 2021, the Township Board approved the assembly of a Strategic Plan Steering Committee. In general, the Steering Committee provides the following benefit to the project:

- Offers another means of transparency during the development of the Plan
- Helps give direction and offer institutional knowledge to consultants
- Confirms and validates project goals, objectives, and corresponding content
- Helps spread the word about public engagement opportunities
- Provides input to consultants throughout the duration of the project
- Ensures the project is moving along according to schedule

The Steering Committee meets twice per month on the second and fourth Friday from 10:00am to 12:00pm. To date, the Steering Committee has held 4 meetings – beginning in late August to current. It should be noted that the general public is permitted to attend the Steering Committee meetings to listen-in on the discussions.

WORK COMPLETED TO-DATE

Since the Steering Committee Meetings have begun, the group has finalized the first community survey questions, approved the draft format of the mailer survey, and assisted with completing a “blitz list” of community groups to reach out to and spread the word about the engagement opportunity.

The Steering Committee has identified the following activities to spread the word about the first survey:

- Send a copy of the survey via certified mail to each property (including apartment units) in the Township.



- Administer postcards with online survey link to various community groups (e.g., business park tenants, DDA businesses, municipal buildings, senior housing complexes, apartment complexes, HOAs, etc.).
- Administer window signs with online survey link to display in select commercial locations.
- Administer yard signs with online survey link to select commercial locations.

The feedback from the first community survey will be used to determine the following key components of the Plan:

- Identify various “community champions” to assist with public engagement/communication throughout the duration of the project – and into the future. The primary purpose of this is to continue the Township’s goal of creating more government transparency.
- Identify the top reasons why people love Cascade Township. This helps us to understand the aspects of the community that should remain unchanged, but perhaps just maintained.
- Identify the top issues/priorities in the Township that residents and other stakeholders deem as the most important to address within the short-term.
- Build upcoming public engagement activities and programs.

UPCOMING PROJECT TASKS AND GENERAL TIMELINE

The first community survey is anticipated to go “live” and mailings to be sent out to Township taxpayers in November 2021. The remainder of 2021 will be used to collect data and spread the word about the survey.

The general project timeline and task list includes the following:

- *November/December 2021*: First community survey goes live, mailings are submitted, and Steering Committee spreads the word.
- *January 2022*: Hold public engagement workshops with targeted groups (e.g., Township Board, Planning Commission, DDA, Township Staff, Business Leaders, and other community stakeholders).
- *January 2022*: Hold a community open house to gather additional input from residents.
- *January/February 2022*: Create and advertise second community survey.
- *March/April 2022*: Calibrate community engagement results.
- *April 2022*: Develop project goals, objectives, and metrics based on community engagement results.
- *May 2022*: Present public engagement results and project goals to Township Board.
- *May/June 2022*: Produce draft formatted strategic plan document for Township review and comment.
- *June 2022*: Make revisions to draft plan based on Township’s comments.
- *June 2022*: Produce second draft plan document.
- *July 2022*: Adoption process (includes presenting draft plan to Township Board).

Please note that these tasks and this process as a whole is planned to remain flexible. We are available to assist the Township with other tasks not originally included in the project scope. Further, it is possible that additional public engagement events (such as another open house) will be warranted.

McKenna will continue to meet with the Steering Committee as scheduled throughout the duration of the project and is available to discuss the project outside of meetings as needed.



ORIGINAL SCOPE AND ADDITIONAL SERVICES

The proposal submitted by McKenna outlines the steps in the process for how the project will be completed in a comprehensive way. Some of the key highlights from the project scope include:

- Task 1: Kick-Off and Strategic Issues
- Task 2: Identify, Quantify, and Analyze
- **Task 3: First Community Prioritization Survey** (we are here)
- Task 4: Strategic Plan Workshops
- Task 5: Second Community Prioritization Survey
- Task 6: Goals, Objectives, and Metrics
- Task 7: Consolidation, Prioritization, and Direction
- Task 8: Adoption

The Steering Committee continues to be an integral part of the Strategic Planning process. McKenna has been responsible for developing the agendas, generating meeting links, discussion items, and other materials for each Steering Committee Meeting.

It should also be noted that the public may have the option to listen-in, or attend the Steering Committee Meetings. This approach has been utilized in other communities. While public participation was not frequent, residents often appreciate the option.

The formation of a Steering Committee and subsequent meetings are not a component of the original project scope. As per the existing contract between Cascade Township and McKenna (Section 3.B., executed May 26, 2021), as well as by request from the Township Supervisor, additional professional services may be billed to the Township at an hourly rate. McKenna's professional hourly rates for Chris Khorey, AICP, West Michigan Manager and Danielle Bouchard, Senior Planner, per the existing contract, are \$120 and \$90 per hour, respectively.

Additional services can also be utilized for other requested work items related to the project. These supplemental work items may include additional stakeholder workshops, additional Township Board or Planning Commission Meetings, public open houses, or other related tasks.

We look forward to continuing our partnership with Cascade Township!

Sincerely,

McKenna

Christopher Khorey, AICP
West Michigan Manager

Danielle Bouchard
Senior Planner

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

Wednesday, October 13, 2021

Wisner Center

2870 Jacksmith Dr SE

Grand Rapids, MI 49546

AND

Virtual Zoom Meeting

7:00 P.M.

HYBRID FORMAT

- Article 1.** Supervisor Lesperance called the meeting to order.
Present: Supervisor Lesperance, Clerk Slater, Treasurer Peirce, Trustees Koessel, McDonald, Shipley and Noordhoek
Absent: None
Also Present: Township Manager Swayze, Deputy Clerk Brott, DDA/Economic Development Director Korhorn, Manager of Assessment Services Genter, Director of Inspections Wilson, KDL Regional Manager Walstra, KDL Director Lance Werner, and those listed on the Supplement.
- Article 2.** Supervisor Lesperance led the Pledge of Allegiance.
- Article 3.** **Approval of Agenda**
Motion by Trustee Shipley, seconded by Trustee Koessel to approve the agenda. Motion carried unanimously.
- Article 4.** **Presentations**
a. Kent District Library – Annual Report Presentation
Kent District Library (KDL) Director Lance Werner and KDL Regional Manager Vanessa Walstra gave the annual report and answered questions.
- Article 5.** **Public Comments-Anything on the Agenda not scheduled for a public hearing. (limit comments to 3 minutes)**
None
- Article 6.** **Approval of Consent Agenda**
a. Receive and File Minutes
1. Township Board – 09/22/21
2. Citizen PFAS Committee – 09/02/21
b. Receive and File Reports
1. Treasurer’s Department Report – July 2021
2. Treasurer’s Department Report – August 2021
c. Receive and File Education Requests
1. None
d. Receive and File Communication
1. None

Township Board Minutes
October 13, 2021

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

Article 7. Financial Actions

a. Consider Approval of September 2021 Payroll, Payables and Transfers

b. Consider Approval of September 2021 Financial Reports

Motion by Trustee Koessel, seconded by Trustee Shipley to approve the Financial Actions. Motion carried unanimously.

Article 8. Unfinished Business

None

Article 9. New Business

106-2021 Consider Revocation of Industrial Facilities Exemption Certificate (2016-046) for Personal Property for Compatico (5005 Kraft Ave.)

Development Director Korhorn presented and answered questions.

a. Public Hearing for Revocation of Industrial Facilities Exemption Certificate (2016-046) for Personal Property for Compatico (5005 Kraft Ave.)

Motion by Trustee Koessel, seconded by Trustee Shipley to open Public Hearing. Motion carried unanimously.

No comments made.

Motion by Trustee McDonald, seconded by Trustee Shipley to close Public Hearing.

Motion carried unanimously.

b. Consideration of a Resolution Revoking an Industrial Facilities Exemption Certificate (2016-046) for Personal Property for Compatico (5005 Kraft Ave.) (*Roll Call*)

Motion by Trustee McDonald, seconded by Trustee Shipley to revoke the Industrial Facilities Exemption Certificate for Personal Property for Compatico and forfeit the \$162.30. Motion carried unanimously by roll call vote.

107-2021 Consider Building Department Fee Update; Staff Position and Wage Adjustments; Agreement to Expand Services in Plainfield Charter Township

Considerable discussion. Director of Inspections Wilson presented and answered questions.

Motion by Trustee Koessel, seconded by Trustee Shipley to approve.

Motion carried unanimously.

Article 10. Public Comments – Any comments...whether it is on the Agenda or not. (limit comments to 3 minutes)

1. Ken VanDerKolk-7200 Leyton-Why are we taking on new communities for inspections? Why are we in the business of inspections if the money is not coming back to Township residents?
2. Jeff Dionne-2894 Thornapple River Dr-Re the Building Department: Make sure the inspections are not a burden on the community. Re the past elections: He lost by 10 votes because certain candidates pooled funds. After he appealed to the State of Michigan, he was sent a letter stating that Trustee McDonald was in violation. He presented the letter to Supervisor Lesperance and asked that it be included in this meeting's online packet. He advised that Trustee McDonald only corrected the error after being notified of his complaint.

3. Chuck Whitley-5030 Sequoia Dr-Thanked the Board for standing by the residents regarding the drawdown of the Thornapple River. He has contacted potential vendors for treatment of the river, and he is anxious to get the process going. He appreciates there is movement and a committee is being formed.

Article 11. Manager Comments

1. The applications for the ad hoc committee are finished and will be sent soon. Board Members are invited to apply.
2. Re the draw down: Regulations required a two foot level; a four foot level was requested last year. Trustee McDonald asked if coordination with Ada is possible, and Manager Swayze advised that they are working with Cascade.

Article 12. Board Member Comments

1. Trustee Shipley-Thanked all in attendance. The pathway repairs have begun.
2. Trustee McDonald-Reviewed the many accomplishments of the Board in previous years.

Article 13. Adjournment

Motion by Trustee Shipley, seconded by Trustee McDonald to adjourn. Motion carried unanimously.
Meeting adjourned at 8:12 pm.

Krissi Brott
Deputy Clerk

Approved by:

Grace Lesperance, Supervisor

Susan B. Slater, Clerk

CASCADE CHARTER TOWNSHIP
PERSONNEL & FINANCE COMMITTEE MEETING
September 8, 2021 at 9:00am
Cascade Township Hall – Large Conference Room
5920 Tahoe Dr. SE
Grand Rapids, MI 49546

Members Present: Supervisor Grace Lesperance, Treasurer Ken Peirce, Trustee Koessel

Others Present: Township Manager (TM) Ben Swayze

Members of the Public: None

ARTICLE 1. Call to Order: Meeting was called to order at 9:03am

ARTICLE 2. Approval of the Agenda: Motion by Treasurer Peirce, Supported by Trustee Koessel to approve the agenda. Motion carried.

ARTICLE 3. Approval of the Minutes of the August 11, 2021 Meeting: Motion by Treasurer Peirce, Supported by Trustee Koessel to approve the minutes. Motion carried.

ARTICLE 4. Review and Consideration of the 2nd Quarter Budget Amendments: TM Swayze reviewed the proposed 2nd Quarter Budget Amendments. Most amendments came from various approvals the Board made the first half of the year. TM Swayze explained the need for the legal services budget amendment. TM Swayze indicated that 2021 has been a perfect storm for increased legal services including new Board members, the SAD issues, a new Township Attorney and several Tax Tribunal cases involving Township Hotels. Discussion ensued. TM Swayze indicated another legal services amendment will likely be needed before the end of the year. The committee discussed developing a policy on who from the Township is able to contact the Township attorney. Direction was given to TM Swayze to develop a proposed policy and bring it back for consideration at a future meeting.

Motion by Supervisor Lesperance, Supported by Treasurer Peirce to recommend the Township Board approve the 2nd Quarter Budget Amendments. Motion Carried.

ARTICLE 5. Discussion on Staffing TM Swayze explained the process that will be followed before a recommendation is made to the Committee on filling the Community Development Director role. Similar analysis is being done on other potential positions including a Township Engineer and Communications Specialist. Treasurer Peirce recommended exploring the need for an IT position. Trustee Koessel recommended talking to Kentwood about a shared services agreement for engineering. Supervisor Lesperance discussed HR issues that have been brought to her attention in the Buildings and Grounds Department.

No action, discussion only

ARTICLE 6. Public Comment: None

ARTICLE 7. Adjournment: Motion by Treasurer Peirce, Supported by Supervisor Lesperance to adjourn the meeting. Meeting adjourned at 9:57am.

Approved by the Personnel & Finance Committee – 10.13.21

CASCADE CHARTER TOWNSHIP
PUBLIC SAFETY ADVISORY COMMITTEE MEETING
September 15, 2021 at 9:00 am
Cascade Township Hall – Large Conference Room
5920 Tahoe Dr. SE
Grand Rapids, MI 49546

Members Present: Treasurer Ken Peirce, Trustee John Shipley, Trustee Timmy Noordhoek

Others Present: Township Manager (TM) Ben Swayze, Fire Chief Adam Magers

Members of the Public: None

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

ARTICLE 2. Approval of the Agenda

Motion by Trustee Shipley, supported by Trustee Noordhoek to approve the agenda. Motion carried.

ARTICLE 3. Approval of the Minutes of the August 18, 2021 Meeting

Motion by Trustee Shipley, Supported by Trustee Noordhoek to approve the minutes. Motion carried.

ARTICLE 4. Fire Station #1 Construction Manager – Review of Bids: Chief Magers explained the process by which the Fire Station Construction team – including members of the department and members of the Williams team, reviewed each one of the proposals. Chief Magers reviewed each proposal one by one covering pros and cons and costs. Discussion ensued

The committee focused on several parts of the proposals, including relevant experience, proposal structure and completeness and competitive costs. Discussion regarding how many firms should be interviewed. Based on the evaluation criteria outline in the RFP, the committee would like to interview Triangle and Erdhardt.

Motion by Trustee Shipley, supported by Trustee Noordhoek to direct staff to set-up interviews with Triangle and Erdhardt. Motion carried.

ARTICLE 5. Fire Station #1 Engineering Services – Infiltration Test (Stormwater) and Ground Penetrating Radar (Utilities) : Chief Magers and TM Swayze reviewed the request from Prein & Newhof regarding additional testing that is needed. They would like to do ground penetrating radar testing of the entry drive to determine if the slope of the drive can be flattened. Approximate cost is \$700. They also need to do infiltration testing to determine stormwater requirements. With the Township set to adopt the new Stormwater ordinance, there will likely be more

stormwater requirements for the project then originally expected. Infiltration testing is required to begin that design process, and is estimated at \$2,000.

TM Swayze explained that the requested testing is within the spending authority of the Township Manager, but wanted to explain the additional testing needed since it wasn't not in the original scope of the project. The committee could either authorize the Township Manager to carry out the request, or could send it to the Township Board if they didn't feel comfortable with that. Discussion ensued.

Motion by Trustee Shipley, supported by Trustee Noordhoek to recommend the Township Manager approve the testing request from Prein & Newhof. Motion carried.

ARTICLE 6. Public Comment: None.

ARTICLE 7. Adjournment: Motion by Trustee Shipley, supported by Trustee Noordhoek to adjourn the meeting. Meeting adjourned at 9:49am.

Approved by the Public Safety Advisory Committee – 10.20.21

CASCADE CHARTER TOWNSHIP
PUBLIC SAFETY ADVISORY COMMITTEE MEETING
September 21, 2021, 2021 at 9:00 am
Cascade Library – Wisner Center
2870 Jacksmith Dr. SE
Grand Rapids, MI 49546

Members Present: Treasurer Ken Peirce, Trustee John Shipley, Trustee Timmy Noordhoek

Others Present: Township Manager (TM) Ben Swayze, Fire Chief Adam Magers, Mark Bushhouse (Williams Architect, via Zoom)

Members of the Public: None

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

ARTICLE 2. Approval of the Agenda

Motion by Trustee Shipley, supported by Trustee Noordhoek to approve the agenda. Motion carried.

ARTICLE 3. CM Interview – Triangle

The committee interviewed Triangle

ARTICLE 4. CM Interview – Erdhardt

The committee interviewed Erdhardt

ARTICLE 5. Discussion: The committee reviewed the pros and cons of each firm. In regards to Triangle, the committee felt they were better prepared and “polished” for the interview. The on-site construction manager is a POC firefighter in Greenville, which would be a huge positive for the project. The Triangle team focused extensively on communication, which the committee thought was going to be very important. They also had a extensive history of being on budget. Chief Magers indicated the references for Triangle came out very well. It was noted that between the two, Triangle was the lower bidder by a significant margin. The committee agreed that while Erdhardt interviewed well, they did not do enough to make up for the cost difference

Motion by Trustee Shipley, supported by Trustee Noordhoek to recommend the Township Board select Triangle as the Construction Manager for the Fire Station #1 project. Motion carried.

ARTICLE 6. Public Comment: None.

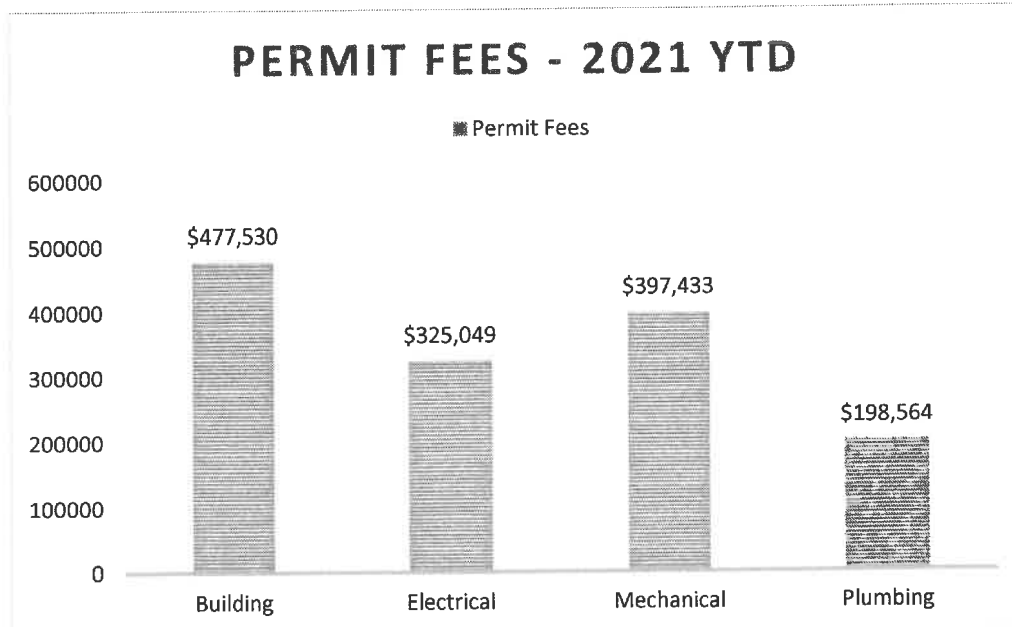
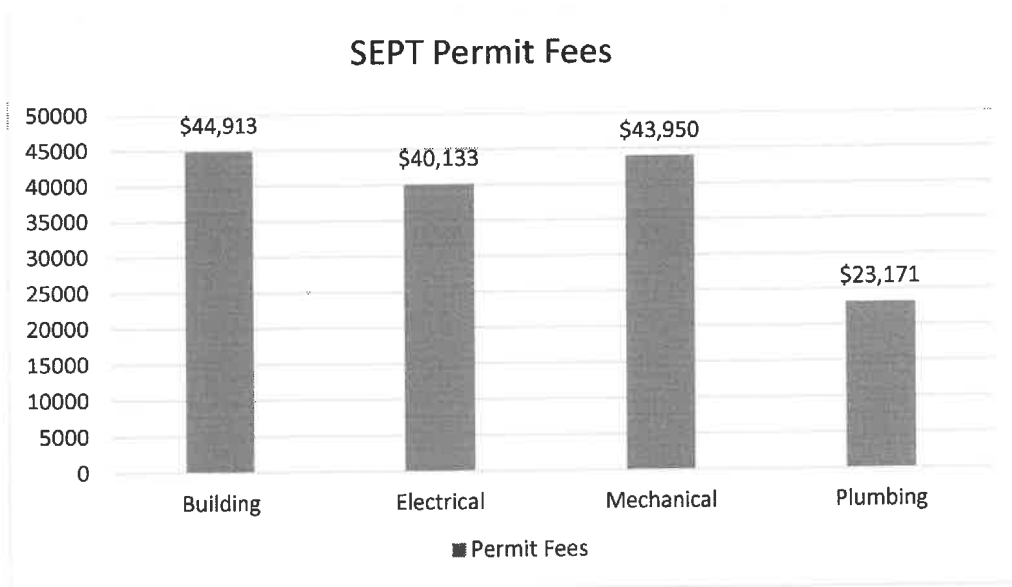
ARTICLE 7. Adjournment: Motion by Trustee Shipley, supported by Trustee Noordhoek to adjourn the meeting. Meeting adjourned at 11:35am.

Approved by the Public Safety Advisory Committee – 10.20.21

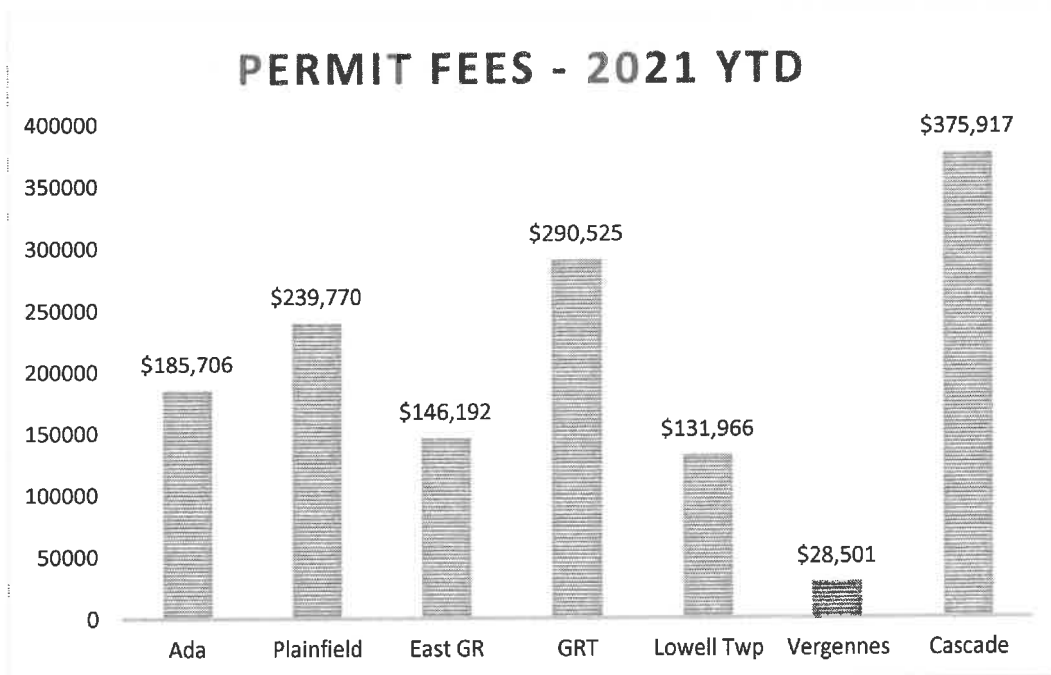
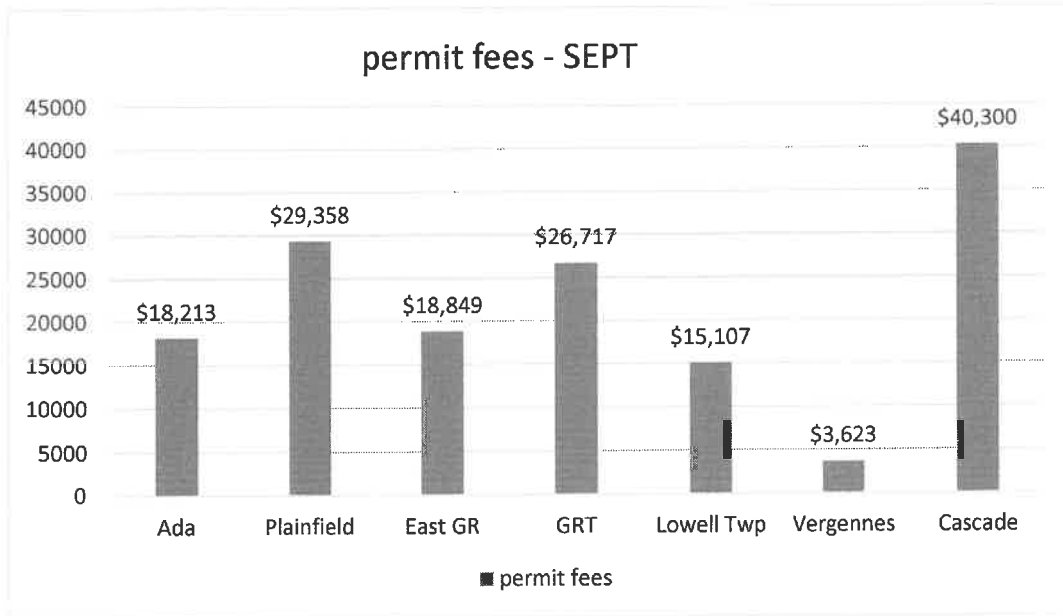
Cascade Inspection Services

SEPTEMBER 2021

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	1351	\$432,617.00	1595	\$284,916.00	2741	\$353,482.75	1174	\$175,393.00	6861	\$1,246,408.75
SEPT										
Cascade	55	\$15,764.00	58	\$9,451.00	77	\$11,842.00	23	\$3,243.00	213	\$40,300.00
Lowell Twp	25	\$7,885.00	18	\$3,779.00	21	\$2,980.00	2	\$463.00	66	\$15,107.00
Ada	27	\$5,962.00	29	\$3,513.00	48	\$6,643.00	15	\$2,095.00	119	\$18,213.00
Vergennes			8	\$1,166.00	14	\$1,530.00	5	\$927.00	27	\$3,623.00
GR Twp	49	\$8,949.00	37	\$8,746.00	39	\$5,780.00	24	\$3,242.00	149	\$26,717.00
EGR	39	\$6,353.00	37	\$4,245.00	46	\$5,020.00	25	\$3,231.00	147	\$18,849.00
Plainfield			55	\$9,233.00	88	\$10,155.00	109	\$9,970.00	252	\$29,358.00
									0	\$0.00
MONTH TOTAL	195	\$ 44,913.00	242	\$ 40,133.00	333	\$ 43,950.00	203	\$ 23,171.00	973	\$152,167.00

YTD										
TOTAL -2020	1546	\$ 477,530.00	1837	\$ 325,049.00	3074	\$ 397,432.75	1377	\$ 198,564.00	7834	\$ 1,398,575.75
TOTAL -2019	1628	\$ 803,244.00	2017	\$ 307,137.85	3410	\$ 403,536.80	1616	\$ 212,701.00	8671	\$ 1,726,619.65
TOTAL -2018	1675	\$ 631,143.50	2288	\$ 347,205.00	3478	\$ 406,781.95	1469	\$ 206,608.00	8910	\$ 1,591,688.45
TOTAL-2017	1705	\$ 920,876.00	2116	\$ 380,754.00	3585	\$ 456,603.00	1654	\$ 238,664.00	9060	\$ 1,996,897.00
TOTAL-2016	1758	\$ 753,389.00	2210	\$ 376,979.00	3273	\$ 412,867.25	1485	\$ 219,324.00	8726	\$ 1,762,559.25
TOTAL-2015	1475	\$529,552.24	1992	\$310,463.00	3217	\$383,718.00	1404	\$190,762.00	8088	\$ 1,414,495.24
TOTAL-2014	1510	\$ 665,025.51	1948	\$ 327,865.00	3070	\$ 385,822.30	1361	\$ 216,089.00	7889	\$ 1,594,801.81
TOTAL-2013	1354	\$ 615,191.80	1780	\$ 297,971.00	2860	\$ 359,989.90	1257	\$ 196,553.00	7251	\$ 1,469,705.70
TOTAL-2012	1241	\$644,712.00	1667	\$288,442.06	2583	\$334,045.70	969	\$142,474.00	6460	\$ 1,409,673.76
TOTAL-2011	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-2010	949	\$410,550.75	990	\$148,549.50	1585	\$189,180.10	753	\$111,023.00	4277	\$ 859,303.35
TOTAL-2009	850	\$309,779.00	1330	\$162,994.00	1644	\$188,927.25	625	\$94,790.00	4449	\$ 756,490.25
TOTAL-2008	712	\$222,039.00	875	\$125,848.00	1313	\$149,101.75	554	\$74,397.00	3463	\$ 571,382.75
TOTAL-2007	848	\$582,100.75	1043	\$147,674.00	1348	\$164,271.30	697	\$91,695.00	3933	\$ 951,266.55
TOTAL-2006	1032	\$336,749.55	1069	\$137,857.00	1447	\$151,002.60	778	\$98,270.00	4326	\$ 723,879.15
TOTAL-2005	1181	\$481,673.30	1547	\$215,121.00	2147	\$243,076.90	1243	\$162,020.00	5173	\$ 940,523.41
	1032	\$419,355.30	1369	\$191,694.00	1874	\$211,234.15	1111	\$144,926.00	5386	\$ 967,209.45

2021

	JAN	FEB	MARCH	APR	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	TOTAL	
Township														
Ada Twp	\$27,459.00	\$13,375.00	\$18,276.75	\$16,813.00	\$19,930.75	\$26,388.25	\$18,587.50	\$26,663.00	\$18,213.00				185,706.25	
Permit Fees													-	
Special Insp													-	
Ada Total	\$27,459.00	\$13,375.00	\$18,276.75	\$16,813.00	\$19,930.75	\$26,388.25	\$18,587.50	\$26,663.00	\$18,213.00				185,706.25	
Plainfield	\$24,049.00	\$20,106.00	\$32,060.00	\$28,387.25	\$23,690.00	\$28,936.50	\$22,661.00	\$30,522.00	\$29,358.00				\$239,769.75	
Permit Fees													-	
Special Insp													-	
Plainfield Total	\$24,049.00	\$20,106.00	\$32,060.00	\$28,387.25	\$23,690.00	\$28,936.50	\$22,661.00	\$30,522.00	\$29,358.00				239,769.75	
East Gr	\$15,550.00	\$10,726.00	\$19,866.50	\$16,928.00	\$13,896.00	\$20,097.00	\$12,854.00	\$17,425.00	\$18,849.00				146,191.50	
Permit Fees													-	
Special Insp													-	
East Gr Tot	\$15,550.00	\$10,726.00	\$19,866.50	\$16,928.00	\$13,896.00	\$20,097.00	\$12,854.00	\$17,425.00	\$18,849.00				146,191.50	
GR Twp	\$20,454.25	\$20,362.00	\$37,061.50	\$34,026.00	\$38,931.00	\$33,025.00	\$31,274.50	\$48,673.50	\$26,717.00				290,524.75	
Permit Fees													-	
Special Insp													-	
GR Twp tot	\$20,454.25	\$20,362.00	\$37,061.50	\$34,026.00	\$38,931.00	\$33,025.00	\$31,274.50	\$48,673.50	\$26,717.00				290,524.75	
Lowell Twp	\$13,434.00	\$12,372.00	\$16,559.00	\$15,479.00	\$20,133.00	\$14,398.00	\$12,505.00	\$11,979.00	\$15,107.00				131,966.00	
Permit Fees													-	
Special Insp													-	
Lowell Tot	\$13,434.00	\$12,372.00	\$16,559.00	\$15,479.00	\$20,133.00	\$14,398.00	\$12,505.00	\$11,979.00	\$15,107.00				131,966.00	
Vergennes	\$3,779.00	\$1,491.00	\$2,993.00	\$5,467.00	\$2,769.00	\$3,938.00	\$2,190.00	\$2,251.00	\$3,623.00				28,501.00	
Permit Fees													-	
Special Insp													-	
Verg Total	\$3,779.00	\$1,491.00	\$2,993.00	\$5,467.00	\$2,769.00	\$3,938.00	\$2,190.00	\$2,251.00	\$3,623.00				28,501.00	
Permit Fees													-	
Special Insp													-	
Subtotal	\$104,725.25	\$78,432.00	\$126,816.75	\$117,100.25	\$119,349.75	\$126,782.75	\$100,072.00	\$137,513.50	\$111,867.00				1,022,659.25	
Cascade	\$21,135.00	\$23,150.00	\$63,678.75	\$77,193.35	\$39,090.75	\$45,457.65	\$41,719.50	\$34,191.50	\$40,300.00				375,916.50	
Total w/ Cas	\$125,860.25	\$101,582.00	\$180,495.50	\$194,293.60	\$158,440.50	\$172,240.40	\$141,791.50	\$171,705.00	\$152,167.00				1,398,575.75	
			2021 YTD	\$1,398,575.75		2020 YTD	\$1,150,752.25						DIFFERENCE	\$247,823.50

GRAND TOTAL PERMIT FEE CHART

CASCADE CONSOLIDATED FEES
YEAR 2021

MONTH	Building Comm.	Building Residential	Electrical	Mechanical	Plumbing	TOTAL
JANUARY	\$1,005.00	\$4,853.00	\$6,552.00	\$5,952.00	\$2,673.00	\$21,035.00
FEBRUARY	\$2,345.00	\$6,482.00	\$4,979.00	\$6,810.00	\$2,534.00	\$23,150.00
MARCH	\$23,045.00	\$8,099.00	\$5,506.00	\$9,662.75	\$7,366.00	\$53,678.75
APRIL	\$31,617.00	\$8,794.00	\$22,953.00	\$8,628.35	\$5,201.00	\$77,193.35
MAY	\$10,623.00	\$9,300.00	\$6,428.00	\$10,024.75	\$2,715.00	\$39,090.75
JUNE	\$7,261.00	\$17,380.00	\$6,167.00	\$8,432.65	\$6,217.00	\$45,457.65
JULY	\$10,133.00	\$8,531.00	\$7,313.00	\$9,967.50	\$5,775.00	\$41,719.50
AUGUST	\$538.00	\$13,180.00	\$8,266.00	\$7,375.50	\$4,832.00	\$34,191.50
SEPTEMBER	\$3,190.00	\$12,574.00	\$9,451.00	\$11,842.00	\$3,243.00	\$40,300.00
OCTOBER						
NOVEMBER						
DECEMBER						
YEAR END TOTAL	\$89,757.00	\$89,193.00	\$77,615.00	\$78,695.50	\$40,556.00	\$375,816.50
PERMIT # FOR MONTH	16	39	58	77	23	213
PREV PERMIT TOTAL	77	351	290	549	256	1523
PERMIT TOTAL FOR YR	93	390	348	626	279	1736
YEAR TO DATE	2021	\$375,816.50				
YEAR TO DATE	2020	\$349,112.00				
OVER	\$26,704.50					

CASCADE SINGLE FAMILY HOMES

Number of Permits	SEPT	YTD 2021	2020	2019	2018
New Residential Homes	8	51	55	38	43
VALUE - RESIDENTIAL	\$ 3,812,794.00	\$ 24,700,061.00	\$ 36,322,102.00	\$ 18,187,545.00	\$ 28,327,352.00

Cascade Twp -Permit Report by Category/ Fe

9/1/2021 12:00:00 to 9/30/2021 12:00:00

Permit	Applicant	Address	Issue Date	Project Value	Permit Fee
Res. Single Family					
PB21000578	ROCAFORT JOHN	5900 WHITNEYVILLE AVE SE	09/08/2021	467,998	1,131.00
PB21001396	ENCOMPASS BUILDER	1365 BUTTRICK AVE SE	09/15/2021	610,000	911.00
PB21001438	CELEBRITY BUILDERS	5810 GOLDEN HOLLOW DR SE	09/10/2021	950,000	1,049.00
PB21001467	DEHAAN BUILDERS IN	6336 LAMPOST CIR SE	09/23/2021	400,000	945.00
PB21001501	JTB HOMES LLC	4587 HARBOR VIEW DR SE	09/22/2021	362,200	851.00
PB21001502	JTB HOMES LLC	8129 HONEYSUCKLE HILL CT SE	09/22/2021	372,300	859.00
PB21001532	VANDERKAM ERIC	5824 GOLDEN HOLLOW DR SE	09/28/2021	290,896	777.00
PB21001565	JTB HOMES LLC	8099 HONEYSUCKLE HILL CT SE	09/28/2021	359,400	825.00
				3,812,794	7,348.00
8	Permits	Value Total		3,812,794	7,348



KENT COUNTY DRAIN COMMISSIONER
Kenneth Yonker
1500 Scribner Ave NW
Grand Rapids, Michigan 49504

KENT COUNTY DRAIN COMMISSIONER
HIDDEN HILLS DRAIN
NOTICE OF MEETING OF BOARD OF DETERMINATION

DATE: Thursday, November 4, 2021
TIME: 7:00 P.M.
LOCATION: Cascade Charter Township Wisner Center/ KDL Cascade Branch
2870 Jacksmith Ave SE, Grand Rapids, MI 49546
QUESTIONS: (616) 632-7910

A Board of Determination will meet at the above date, time, and location to hear all interested persons, receive evidence, and determine whether the proposed consolidation of the drains known and designated as the Hidden Hills Drain, Apple Hills Drain, Apple Hills East Drain, Ashton Ridge Drain, and Cascade Highlands Drain, to be known as the Hidden Hills Drain, and the consolidation of the Hidden Hills Drain Drainage District, Apple Hills Drain Drainage District, Apple Hills East Drain Drainage District, Ashton Ridge Drain Drainage District, and Cascade Highlands Drain Drainage District, with the consolidated drainage district to be known as the Hidden Hills Drain Drainage District, is conducive to the public health, convenience, or welfare; and whether the maintenance and improvement of the Hidden Hills Drain, as consolidated, is necessary and conducive to the public health, convenience or welfare, as set forth in the petition, dated August 11, 2021, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended.

A presentation will be made to the Board of Determination, which outlines a brief history of the Drainage Districts, and describes the roles, responsibilities, and decisions made by a Board of Determination. The presentation is to provide background for landowners and municipalities in the drainage districts and to facilitate the dissemination of information and the receipt of testimony of landowners in the Drainage Districts. The Board of Determination will make its decisions at the end of the meeting.

Proceedings conducted at this public meeting will be subject to the provisions of the Michigan Open Meetings Act. Information regarding this meeting may be obtained from the Kent County Drain Commissioner's Office located at 1500 Scribner Ave NW, Grand Rapids, Michigan 49504. Persons with disabilities needing accommodations for effective participation in the meeting should contact the Drain Commissioner at the number listed above or through the Michigan Relay Center at 7-1-1 (TDD) at least 24 hours in advance of the meeting to request mobility, visual, hearing, or other assistance.

Anyone aggrieved by the decisions of the Board of Determination may seek judicial review pursuant to MCL 280.72a.

Ken Yonker
Kent County Drain Commissioner

FAQs

Ken Yonker
Kent County
Drain Commissioner



FREQUENTLY ASKED QUESTIONS Hidden Hills Drain Board of Determination

What is a Board of Determination?

A Board of Determination is a 3-member panel of disinterested property owners. The role of the Board of Determination is to receive evidence and hear testimony of interested persons and determine whether the petitioned consolidation, maintenance, and improvement is necessary and conducive to the public health, convenience or welfare.

What is a Drainage District?

A drainage district is the land area that benefits from the drain. The drainage district makes up the watershed that contributes water to the drain. Each property and municipality within the drainage district pays for all costs incurred relating to the drain.

Why did I receive a notice?

Cascade Charter Township filed a petition with the Kent County Drain Commissioner requesting consolidation, maintenance, and improvement of the Hidden Hills, Apple Hills, Apple Hills East, Ashton Ridge and Cascade Highlands Drains. All property owners owning lands within the drainage districts were sent a copy of the notice.

Why are the drainage districts proposed to be consolidated?

The Township petitioned for consolidation because the five drainage systems are interconnected and act as a single drainage system.

Does the Board of Determination decide what work gets done?

No, the Board of Determination decides necessity, but does not determine the scope or

cost of the project. Further, the Board of Determination does not determine how much property owners and municipalities will be assessed.

Do the decisions of the Board of Determination have to be unanimous?

No, only a majority vote of the Board of Determination is required. Only the members of the Board of Determination vote. The attendees at the meeting do not vote, but instead provide testimony to the Board members to assist in their determination.

What is my assessment amount?

Estimated assessment amounts are not yet determined. If the Board of Determination finds the project necessary, the Drain Commissioner will hold a public meeting to review apportionments after a project scope has been determined. Notices for the public hearing on assessments will be sent out at a later date.

Do I have to attend the Board of Determination?

No, you are not required to attend the Board of Determination; however, it is your right to do so.

Can the decision of the Board of Determination be appealed?

Yes. If a person feels aggrieved by the board's determination of necessity, he/she may institute an action in circuit court within 10 days under MCL 280.72a.

How can I get more information?

Please call (616) 632-7910 if you have questions.



KENT COUNTY DRAIN COMMISSIONER

Kenneth Yonker

1500 Scribner Ave NW

Grand Rapids, Michigan 49504



2910 ALDEN NASH SE • LOWELL, MI 49331
PHONE (616) 897-7600 • FAX (616) 897-6482

October 19, 2021

Planning Commission
Cascade Township
2865 Thornhills Drive
Grand Rapids, MI 49546

Dear Commissioners,

This letter is to inform you that the Lowell Charter Township Planning Commission and Township Board have completed their work on the Draft Master Plan. In accordance with the requirements of the Michigan Planning Enabling Act we are providing you with an electronic copy of the Draft Master Plan. You may view the Draft Plan via the link on the Township web page at www.lowelltwp.org.

Please submit any comments you may have within 63 days of your receipt of this letter to:

Tim Johnson, Lowell Charter Township Planner
2910 Alden Nash Avenue SE
Lowell, Michigan 49331
Email: tjohnson@mainstreetplanningco.com

Thank you for your consideration of our Master Plan. Please feel welcome to contact me for further information.

Sincerely,

A handwritten signature in cursive script that reads "Tim Johnson".

Tim Johnson
Lowell Charter Township Planner

TOWNSHIP BOARD MEMORANDUM

To: Cascade Charter Township Board

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

Subject: Review and Consider the Proposal for Consulting Services – Brownfield Redevelopment Authority

Meeting Date: October 27, 2021

The Brownfield Redevelopment Authority has been working with Susan Wenzlick from Fishbeck to assist the Township with not only setting up a BRA but also serving as consultant and providing third party oversight for the Robinson Dental brownfield project. We are close to the reaching the end of the scope of work from the previous proposal.

The money spent on the grant administration that has occurred to date is reimbursable from the EGLE grant. Under the EGLE grant and loan, the township gets invoiced by both contractors, Fishbeck and Mike Sharp, and the township pays them directly. The Township then sends reimbursement requests to EGLE quarterly and we receive payment from the state.

As part of the Robinson Dental brownfield project, the township is required, by EGLE, to provide a third-party oversight consultant to work with the developer's consultant and represent the township's interest. Again, the grant/loan covers the cost for the oversight consultant.

Included is a new proposal from Fishbeck with a not to exceed fee. Susan will work with members of the BRA to provide technical, administrative, and consulting services on request. The scope of work may include:

- Developing and evaluating brownfield plans, work plans, development and reimbursement agreements, and other related documents
- Preparing materials for and participating in BRA and other meetings on the BRA's behalf
- Helping developers apply for funding assistance and incentives offered through the BRA
- Applying to state and federal agencies for brownfield funding
- Managing grants or loans awarded to the BRA or Township
- Providing third party oversight on brownfield projects led by other consultants (this is required for some state brownfield grants and loans)
- Providing administrative support and other redevelopment consulting services to the BRA as requested

The BRA Board reviewed the proposal at their October 15 meeting. With Susan's previous experience working at the State of Michigan with Brownfield's and her involvement with the Robinson Dental project, the BRA board approved the proposal and moved it forward to the township board for consideration.

They did however, request adding an exit clause to the proposal and asked it be amended to a one-year term. Susan agreed and added the language to the document. The proposal is included for your review.

October 18, 2021

Sandra Korhorn
DDA/Economic Development Director
Cascade Charter Township
2865 Thornhills Avenue, SE
Grand Rapids, MI 49546-7192

**Proposal for Professional Services
Brownfield Consulting Services – Brownfield Redevelopment Authority (BRA)
Cascade Charter Township, Kent County, Michigan**

Dear Sandra:

For the past several months, Cascade Charter Township (Township) and Fishbeck have worked together to create the Township’s new BRA. With the BRA now in place, the Township needs ongoing administrative and technical support as it facilitates brownfield redevelopment projects.

Scope of Service

Fishbeck will provide administrative support and third-party oversight for the Robinson Dental brownfield redevelopment project, pursuant to the Township’s grant and loan agreements with the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The Township is reimbursed by the grant and loan for these services at a rate not to exceed 3% of the grant / loan amount spent for administration, and 5% of the grant / loan amount spent for third party oversight.

EGLE recommends and pays for a third-party oversight consultant for projects where the developer’s consultant is performing the environmental work, to ensure that the grantee’s (the Township’s) interests are represented. Administrative oversight may be managed by the Township or by a contractor under the grant and loan.

According to the EGLE grant and loan agreements, the grant- and loan-eligible scopes of work may include:

- Grant Administrator: reviewing work plans, reports, and other documents prepared by the contractor(s), reviewing invoices, writing project status reports, and coordinating project activities and communications.
- Third-party oversight professional: assisting the Grantee/Borrower with grant and loan management, reviewing technical work plans and reports, attending meetings, preparing communications of a technical nature, site inspections, and other technical oversight, as needed.

The EGLE grant and loan include substantial budgets for these tasks:

	Grant / Loan Administration	Third Party Oversight
EGLE Grant Budget	\$10,990	\$18,316
EGLE Loan Budget	\$7,575	\$12,625

About \$7,000 of our \$7,500 budget has been spent on grant administration and third-party oversight to date, under our prior agreement with the Township. This amount is all reimbursable from the EGLE grant.

At the Township's request, Fishbeck will also work with members of the BRA to provide technical, administrative, and consulting services. These services would not be reimbursable under the EGLE grant and loan unless directly related to the Robinson Dental project. Fishbeck's scope of work may include:

- Developing and evaluating brownfield plans, work plans, development and reimbursement agreements, and other related documents
- Preparing materials for and participating in BRA and other meetings on the BRA's behalf
- Helping developers apply for funding assistance and incentives offered through the BRA
- Applying to state and federal agencies for brownfield funding
- Managing grants or loans awarded to the BRA or Township
- Providing third party oversight on brownfield projects led by other consultants (this is required for some state brownfield grants and loans)
- Providing administrative support and other redevelopment consulting services to the BRA as requested

Cost and Authorization

The Township BRA will be charged for time and materials according to the schedule below, with a **not-to-exceed amount of \$9,500** without authorization from the Township. The contract will expire on October 18, 2022.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Ariane Savoy (asavoy@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

**CASCADE TOWNSHIP BRA
 BROWNFIELD CONSULTING SERVICES**

Hourly Professional Billing Rates					
Staff	2021	2022	2023	2024	Role
Roman Wilson	\$160	\$164	\$168	\$172	Brownfield and Due Diligence Program Manager
Kirk Perschbacher	\$139	\$143	\$147	\$151	Senior Environmental Specialist
Susan Wenzlick	\$132	\$139	\$143	\$147	Lead Consultant / Senior Brownfield Specialist
Ariane Savoy	\$68	\$70	\$72	\$74	Administrative Assistant
Andy Schwallier	\$95	\$97	\$99	\$101	GIS/CAD

Task	2021	2022	2023	2024	Description
Prepare Brownfield Plan	\$2,250	\$2,350	\$2,450	\$2,550	Lump Sum
Prepare Act 381 Work Plan	\$2,500	\$2,600	\$2,700	\$2,800	Lump Sum
Draft Development and Reimbursement Agreement	\$1,000	\$1,050	\$1,100	\$1,150	Lump sum

Other fees/charges:

Mileage: 56 cents per mile

Markup on expenses and subcontractors: 10%

We appreciate the opportunity to work with the Township on this project. If you have any questions regarding this proposal or any Fishbeck services, please contact me at 616.464.3876 or rwilson@fishbeck.com.

Sincerely,



Roman A. Wilson

Brownfield Program Manager

Attachments

By email

Professional Services Agreement

PROJECT NAME Cascade Charter Township Brownfield Consulting Services – Brownfield Redevelopment Authority (BRA)
FISHBECK CONTACT Roman Wilson
CLIENT Cascade Charter Township
CLIENT CONTACT Sandra Korhorn
ADDRESS 2865 Thornhills Avenue, SE, Grand Rapids, MI, 49546-7192

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES:

Brownfield consulting services, as outlined in the attached Fishbeck proposal letter.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated October 18, 2021
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services:

Not-to-exceed budget of \$9,500 unless authorized by Cascade Township.

ADDITIONAL PROVISIONS (IF ANY): Contract ends October 18, 2022 unless authorized by Cascade Township.

APPROVED FOR:

Cascade Charter Township

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY: Michael S. Colvin

TITLE: Senior Vice President

DATE: October 18, 2021



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE Grand Rapids, Michigan 49546

Date: October 27, 2021
To: Supervisor Lesperance and Township Board Members
From: Ben Swayze, Township Manager
Subject: Agreement for Professional Assessment Services

FACTS:

The staffing model for the Cascade Township Assessing Department is currently as follows:

- Assessor (Contractual) – MMAO (Level 4)
- Manager of Assessing Services (Full-Time) – MAAO (Level 3)
- Deputy Assessor (Full-Time) – MAAO (Level 3)
- Senior Appraiser (Full-Time) – MCAO (Level 2)
- Admin. Assistant (Part-Time) – MCAT (Level 1)

In early 2020 our Assessor, Roger McCarty, retired from the Township after a long career where he served in several roles with the Assessing Department in Cascade Township. Prior to Roger obtaining his MMAO certification (the certification that we are required to have from the Michigan State Tax Commission) the Township utilized a contractual Assessor and Roger served as the “Department Head” of the Assessing Department. When Roger obtained the necessary certification, the contract was eliminated and Roger assumed the role of Assessor.

Upon Roger’s retirement, the Township reverted to the “contractual Assessor” model. The Township retained the services of MMAO Certified Assessor Debbie Ring, while the Deputy Assessor Jennifer Genter was promoted to serve as the Manager of Assessing Services and Department Head of the department. This structure is intended to be temporary as Ms. Genter pursues her MMAO Certification.

Debbie Ring has indicated that she will no longer be able to serve as Township Assessor due to personal reasons. To replace Debbie, the Township staff has engaged Evan Andrew (Andy Johnson, the current MMAO Assessor for Kentwood. Mr. Johnson has come highly recommended from several sources and has served the City of Kentwood in various Assessing roles since 2000.

Attached for your review are:

- Draft Agreement for Professional Assessor Services
- “State Tax Commission Supervising Preparation of the Assessment Roll” Document
- Resume for Mr. Andy Johnson

ANALYSIS & CONCLUSIONS:

While Ms. Genter continues to pursue her MMAO Certification, the current arrangement has worked very well for the Township. The contractual Assessor provides the services required by the state as outlined in the *“State Tax Commission – Supervising Preparation of the*

Assessment Roll” document, and the Manager of Assessing Services serves as the Department Head and oversees the day-to-day operation of the Department. The contract is structured in a way that when Ms. Genter does achieve her MMAO Certification the contract can be severed and Ms. Genter can serve as the Township Assessor.

Given his experience in Kentwood and familiarity with Cascade Township, Mr. Johnson would be a natural fit to serve as the Township Assessor in a contractual role. Cascade and Kentwood feature a similar commercial and industrial profile, and the two entities have worked closely together on several assessing related projects, including the current glut of hotel tax tribunal cases

The Personnel/Finance Committee discussed this item at their October meeting and have recommended the Township Board approve the contract with Mr. Johnson for Professional Assessor Services. Mr. Johnson will be in attendance at the meeting should you have any questions for him.

FINANCIAL CONSIDERATIONS:

The contract cost for the services provided is \$2000 per month. This is the same rate currently being paid to Assessor Debbie Ring and is included in the FY 2021 budget

RECOMMENDED ACTION:

Approve Agreement for Professional Assessor Services with Mr. Evan Andrew (Andy) Johnson and Authorize the Township Manager to Execute the Agreement on Behalf of the Township.

AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES

THIS AGREEMENT ("Agreement"), made and entered into this ___ day of April 2020 by and between the CASCADE CHARTER TOWNSHIP, a Michigan Municipal Corporation, 2865 Thornhills Drive SE, Grand Rapids, Michigan 49546, hereinafter referred to as "TOWNSHIP," and Name, Address, hereinafter referred to as "ASSESSOR."

WITNESSETH:

WHEREAS, it is the intent of the Township to retain Assessor to perform the duties of **Supervising the Preparation of the Assessment Roll** as its certified assessor as an independent contractor; and

WHEREAS, Assessor has the proper State certification as an MMAO Level 4 assessor to act in that capacity for and on behalf of the Township; and

WHEREAS, the parties wish by this Agreement, to define their respective rights and responsibilities during the term of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, IT IS HEREBY AGREED by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE ASSESSOR

The following are deemed services or requirements included in the compensation of the Assessor under Section III - Payment unless otherwise stated:

1.1 General Duties:

The Assessor shall be required to perform all duties of an Assessor pursuant to Michigan statute and law, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional Assessment Management. The Assessor will oversee the work product of the Manager of Assessment Services and staff to insure any and all requirements as spelled out in the attached document *State Tax Commission Supervising Preparation of the Assessment Roll* are performed in compliance with the General Property Tax Act, directives of the State Tax Commission, and generally accepted appraisal methodology.

1.2 Office Hours:

During the term hereof, the Assessor need not maintain regular office hours at the Cascade Charter Township Hall, but shall be available upon request to confer with Office Staff and/or Taxpayers or their representatives by email, phone call, or in person as best meets the needs of the situation, as determined in consultation with the Township Manager.

1.3 Public Relations/Customer Service:

Township Staff members are the primary contact persons for the public and are expected to handle the majority of the communications between the public and the assessor's office. The Assessor may, when requested by staff, work with and advise property owners in the ad valorem taxation

system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that taxpayer access to correct information often settles potential appeals before they are filed. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 24 hours of receipt by the staff when received during the standard work week whenever physically possible. Assessor does intend to travel and will be certain that Staff is aware of that schedule, and will make the same commitment to respond to requests for information.

1.4 Economic Condition Factors (ECF):

The staff shall annually prepare studies to determine land values and ECF's, then calculate proposed land values and ECF's for each neighborhood. During the term hereof, Assessor shall annually review all new land values and economic condition factors (ECF) by neighborhood and ascertain that these are properly computed and applied to property records so that current assessments are reflective of fifty percent (50%) of True Cash Value on the assessment roll.

1.5 "Proposal A" Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and Staff's actions monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the requirements of the General Property Tax Act, including

- A. Approval or denial of principal residence and agricultural exemptions;
- B. Uncapping in whole or in part of any parcel determined to have had a "Transfer of Ownership" in the prior calendar year;
- C. Audit of the principal residence, transfer of ownership, allocation of prior assessed and taxable values of child parcels resulting when parcels are split or combined; and
- E. Audit the calculation of both assessed and tentative taxable values for all parcels, taking into consideration losses, additions and adjustment values in any given year.

1.6 Assessment Roll Preparation and Records:

The Assessor shall supervise the entry of the several values into the assessment roll (ad valorem), specific tax rolls (IFT) and special districts such as DDA's, sign the required certificates, and prepare warrants authorizing the collection of taxes by the Township Treasurer.

1.7 Records:

All records and documents developed and maintained by the Assessor under the terms of this Agreement shall be the property of the Township for review and audit, ultimately to become a part of the Township's records.

1.8 Board of Review:

The Assessor, or her Associate (if any), may attend the Organizational Meeting, may be available for each of the two (2) March Board of Review hearing sessions, and may be available to attend the July and/or December meetings of the Board of Review upon the request of the Manager of Assessing Services or the Board of Review. The Assessor shall be available to assist Staff to

provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal. Such information may include reference to sales studies, ECF studies, land value studies, income and expense studies and other work as performed by Staff in the preparation of the assessment roll.

1.9 Sales and Appraisal Studies:

The Assessor shall supervise the preparation of sales studies using available data and evaluate all equalization sales and/or appraisal studies and respond as appropriate to the Kent County Equalization Director with the Manager of Assessment Services.

1.10 Forms:

The Assessor shall file all mandated forms fully completed with Kent County Equalization Department, State Tax Commission and/or other agencies and entities, as required, in a timely manner.

1.11 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The Township shall retain responsibility for and control of all litigation and settlement negotiations. Assessor shall offer advice to Township staff on Small Claims appeals, and on Entire Tribunal appeals through the "Answer to Petition".

Any appeal to the Tax Tribunal may result in the Township obtaining competent legal counsel at its expense. If counsel shall desire the assistance of the Assessor in the defense of such appeals, additional fees for preparing or reviewing necessary valuation reports and/or consultation shall be agreed upon on a case-by-case basis. The Township may choose to retain the Assessor to prepare a Valuation Report at an additional fee or may employ another firm to prepare a supportable and defensible valuation report at their discretion.

The Assessor may assist Staff to defend any appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, assisting staff in filing necessary petitions and motions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at hearings and meetings as are required for the purpose of defending said appeal. Township hereby authorizes Assessor, subject to approval by the Township Manager, to discuss settlement where Assessor deems it appropriate or advisable for any appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Assessor may provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide information, documents, analysis and advice as may be required in the determination of the Assessor and the Manager of Assessment Services to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the Township or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Assessor shall make herself

or her associates (if any) available for such further assistance as is requested by the Township and Staff in the defense of such appeal and shall be compensated for same as agreed upon on a case-by-case basis if determined to be appropriate. This may include service as an expert witness on behalf of the Township in any proceedings. In the event of the termination of this Agreement and a subsequent necessity for the services of the Assessor arises for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Assessor shall make herself and/or associates available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals; provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Assessor shall keep the Township Manager informed of all appeals and provide the Township Manager with any recommendation regarding said proceedings, the manner in which same are to be handled, any proposed settlement and like advice in concert with the Manager of Assessing Services.

The provisions of Paragraph 1.11 regarding appeals shall be equally applicable to any appeal of a personal property tax assessment.

1.12 Reappraisal Program:

The Staff shall comply with the continuing requirement to field inspect at least twenty percent (20%) of the Township parcels each year to ensure proper assessments. The exception to this may be in the year 2020 for the 2021 assessment roll as the State suffers from the effects of the Coronavirus Pandemic. State Tax Commission directives will be observed. Construction, maintenance and renovations of structures are to be tracked and inspected with notations made on the appropriate Property Record Card. Assessor shall determine compliance with this requirement.

1.13 Personal Property Statements, Canvas and Assessments:

The Staff shall prepare and maintain a comprehensive and accurate mailing list for personal property tax statements and maintain records for personal property assessments including data entry and calculation of True Cash and Taxable Values for each account. Staff shall perform an annual, timely personal property canvas to ensure all potential personal property business owners within the Township are included on the mailing list and all taxable personal property is included on the assessment roll.

1.14 Equalization Increases:

The Assessor shall supervise the preparation of the Assessment Roll to properly value each class of property at a ratio considered to be fifty percent (50%) of True Cash Value with resultant equalization factors of 1.0000 when the roll is presented to the Board of Review in March.

1.15 Assessor Certification:

The Assessor shall be certified as a Michigan Master Assessing Officer (Level IV) by the State Tax Commission of the State of Michigan and maintain that certification for the duration of this agreement.

1.16 Use of Equipment:

The Township shall provide Assessor remote access to the BS&A software and other reports and material of the Assessing Office. The Township shall provide the Assessor a township email account. When in the offices, a computer shall be made available for use by the Assessor.

1.17 Indemnification/Employment:

The parties hereto acknowledge that all personnel (except any current employees of the Township) that may or might be utilized by the Assessor in the performance of her duties hereunder shall, for all purposes, be considered employees of the Assessor and not employees of the Township. The Assessor shall employ Associates with prior permission of the Township Manager.

1.18 Assessment Rolls and Special Districts:

The Staff shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls and special districts relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries under the supervision of the Assessor.

1.19 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Assessor outside of the Township offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Assessor. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, or preparing and holding duplicates of same in the possession of the Assessor, but separately or providing same to the Township for possession.

1.20 Optional Services not Included:

The Assessor is not responsible for determination or preparation of special assessment rolls for Township projects such as sewer, street, sidewalk, drain, etc.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Assessor shall commence performance of the services herein required on November 1, 2021. Unless sooner terminated, this Agreement shall, by its terms, expire October 31, 2022.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon thirty (30) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be thirty (30) days from the date of mailing of such notice by certified mail/return receipt requested or delivery in person to the Assessor or Township Manager. Provided, if the Manager of Assessing Services obtains MMAO certification from the State Tax Commission, Assessor waives the Township's responsibility to give the thirty days notice.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Assessor shall immediately deliver to the Township copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Assessor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the Township. In the event of the failure or refusal of the Assessor to forthwith deliver the above referenced materials, documents and files, Township may seek a Circuit Court order compelling the production of same forthwith, and the Assessor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the Township without leaving the Township an adequate remedy at law, thereby entitling the Township to an immediate judgment in its favor in this regard.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter; provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the Township desires to have the Assessor continue on a month-to-month basis, the fee will be that which existed for the final month of the previous term, being October 2021.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, which shall be from November 1, 2021 through October 31, 2022, unless sooner canceled or terminated under the provisions of Section II herein, the Township agrees to pay to the Assessor for performance of the Basic Services set forth in Section I of this Agreement as follows:

- A. \$2,000.00 to be paid monthly on or before the last day of the month.
- B. \$70.00 per day for any portion of a month.

SECTION IV: TOWNSHIP RESPONSIBILITIES

4.1 Staffing:

The Township shall maintain adequate qualified assessing department staffing to operate the office and perform the functions required. The Township agrees the minimum staffing is:

- Manager of Assessing Services
- Deputy Assessor
- Residential Appraiser

The duties and responsibilities of each employee are listed in each respective job description. Copies of those descriptions are attached to this contract. The Manager of Assessing Services will be the primary contact person for the Assessor and will take care that the Assessor is kept informed of actions of the department and communications that could impact the department.

The Township recognizes the importance of maintaining adequate qualified staff in the department. The Township will hire an additional staff qualified to serve as the Deputy Assessor by June 30, 2020. Should any vacancies occur in the department, the township will promptly begin the process to hire qualified replacement staff members.

Nothing in this agreement shall prevent the Township from hiring interns, temporary staff or other personal to perform tasks in the department. Such personal shall be in addition to the listed staff.

4.2 Basic Data:

The Township shall provide Assessor full access to property description files as currently exist as of the date of execution of this Agreement, containing detailed information such as property number, legal description, owner and address information, as well as all data that the Township may possess concerning such properties (i.e. measurements, sketches, photographs, etc.) stored in BS&A, Excel, Word, REGIS, or other files or programs.

4.3 Office Equipment:

The Township shall provide the Assessor with access to appropriate tax parcel maps, office space and furniture, telephone, voice mail, computer, printers, copying machine, fax machine, and office supplies for use when in the Township offices (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Assessor will not have exclusive use of such equipment. The Parties acknowledge that remote printing is problematic for larger documents and in-office work is required for Assessor to adequately perform required supervisory duties.

The Assessor shall have access, including remote access utilizing her own computer, to the Township's computer network for the use of the following software products: BS&A Equalizer Assessing, Tax and Building Permit Modules, REGIS, and Microsoft Office applications. The Township's Internet website will also continue to have available on-line to the public the property records, digital photographs and tax payment information. The Assessor shall not use any other software within the Township's network or download or upload any software to the Township's network, except with the Township's prior written approval. The Assessor shall be liable for any adverse consequence upon the Township's computer network or function caused by any software introduced in the network by the Assessor without prior written consent.

The Assessor agrees that Township equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.4 Computer:

The Township shall supply computer hardware, software and peripherals necessary to fulfill the Assessor's duties under this Agreement when Assessor is in the Township Offices. The Township will maintain the hardware, software and peripheral equipment through a regular maintenance program. The Township will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of the Assessor as a result of hardware or software malfunction will be replaced at the Township's expense. Assessor shall not remove Township equipment from the Township Offices.

4.5 Office Supplies:

The Township shall provide the Assessor access to and use of office supplies, including business cards, letterhead, envelopes, computer paper, file folders, hanging folders, assessment notices and forms printing, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 Legal Counsel:

The Township shall supply legal counsel, at its expense, for Small Claims and Entire Tax Tribunal hearings, should the need arise.

SECTION V: MISCELLANEOUS PROVISIONS

5.1 Relationship between Township and Assessor:

In the fulfillment of the services provided herein the Assessor and her Associates (if any) shall at all times be deemed to be in a relationship of Independent Contractor to the Township. The Assessor understands that her relationship is that of an independent contractor and agrees that this designation accurately reflects her relationship to the Township as outlined in this agreement.

5.2 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the Township's decision to contract with the Assessor is based in part on the perceived expertise and ability of the Assessor, it is agreed that the Assessor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the Township. Nothing in this Agreement shall prevent the Assessor from employing such associates as Assessor shall deem reasonably necessary to assist in the performance of the obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause the Assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding four (4) calendar weeks (28 days), she shall provide the Township, at her expense, a certified MMAO Level IV Assessor to perform any and all such functions as required by this Agreement for the complete term of her absence or incapacity. The Township reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for the Assessor for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

5.3 Professional Standards:

The Assessor shall be responsible, to attain to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspections, data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Assessor shall be properly certified as an MMAO, equipped, organized and financed to perform the services required by this Agreement and shall maintain said certification. Subject to compliance with the requirements of this Agreement, the Assessor shall work independently.

5.4 Attorney's Fees:

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

5.5 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

5.6 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

5.7 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Kent and the State of Michigan.

5.8 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of Cascade Charter Township and Deborah K. Ring, and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Township and said Assessor.

5.9 Covenant Not To Discriminate:

Assessor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Assessor further agrees that any services, programs and activities delivered pursuant to this Agreement shall be delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Cascade Charter Township:

By: _____
Grace Esperance, Township Supervisor

By: _____
Ben Swayze, Township Manager

Deborah K. Ring, MMAO:

By: _____
Deborah K. Ring

State Tax Commission Supervising Preparation of the Assessment Roll

Michigan Compiled Law (MCL) 211.10d(9) states, "An assessor who certifies an assessment roll in which he or she did not have direct supervision is guilty of a misdemeanor." Assessors will be required to certify on an annual basis that they met the following guidelines when signing an assessment roll:

1. The assessor must sign the pre-Board of Review assessment roll certificate for the current assessment year by the first Monday in March or by the date specified by charter for delivery of the assessment roll to the Board of Review.
2. The assessor or the assessor's assistant(s) must timely deliver the certified assessment roll (original hard copy) to the local Board of Review for its required March meetings.
3. The assessor or the assessor's assistant(s) must timely deliver an original hard copy of the assessment roll to the County equalization department. This assessment roll is to have attached a post-Board of Review certificate which must be signed by the Board of Review.
4. The assessor or the assessor's assistant(s) must timely provide a copy of the assessor's database to the County equalization department.
5. The assessor must complete, sign (where applicable), and timely submit State Tax Commission Forms L-4021 and L-4022. These forms are to be submitted to the County equalization department and Form L-4022 is also to be submitted to the State Tax Commission.
6. The assessor must file all required State Tax Commission and equalization forms in a timely manner (in accordance with the State Tax Commission calendar and applicable statutes and administrative rules).
7. The assessor or the assessor's assistant(s) must perform the following specific duties annually (if an assistant, the assessor must have direct supervision in all of the following tasks):
 - a. Appraise and assess taxable property (including new construction and including ensuring the taxable value uncapping of property following transfers of ownership).
 - b. Prepare and maintain the assessment roll, property classifications, property descriptions, special act rolls and other assessment records and have an established procedure to update records on a regular basis.
 - c. Attend Board of Review meetings if requested by the Township.
 - d. Attend meetings with the public at the Township or City municipal office facility.
 - e. Assist legal counsel in the prosecution or defense of cases arising out of assessment administration activities.

- f. Appear before the Michigan Tax Tribunal (both Entire Tribunal and Residential Property and Small Claims Division) to defend property tax appeals.
- g. Appear before the Township or City governing body when requested.
- h. Conduct personal property canvasses.
- i. Ensure the accuracy of land divisions and splits and combinations of parcels.
- j. Respond to general inquiries for assessment records and inquiries for assessment records made under the Freedom of Information Act. Assessment records identified in MCL 211.10a must be made accessible and available for inspection and copying by the public regardless of the location of the records (e.g., local unit public offices, office/home of the Township supervisor, office/home of the assessor, other). The assessor must identify when records are available for inspection and copying as required by MCL 211.10a.
- k. Provide reports to the Township or City governing body when requested.
- l. Ensure that the mass appraisal methods and procedures employed are in compliance with requirements of the *Uniform Standards of Professional Appraisal Practice* and the State Tax Commission's *Assessor's Manual*.

8. Pursuant to MCL 211.10e, the assessor or the assessor's assistant(s) must use only a current version of the State Tax Commission *Assessor's Manual* or other STC approved manual.

9. Pursuant to MCL 211.10e, the assessor or the assessor's assistant(s) must use and maintain the following assessment records:

- a. Appraisal record card system
- b. Personal property record system
- c. Tax (cadastral) maps
- d. Land value studies and maps
- e. Economic condition factor determinations
- f. Current year assessment roll
- g. Photos of dwellings and outbuildings affixed to appraisal record cards and/or stored electronically using assessing software
- h. Homeowner's principal residence and qualified agricultural property exemption documents
- i. Record of site visits to individual parcels
- j. Historical assessment data

10. The assessor or the assessor's assistant(s) must ensure that the assessment roll contains the following information:

- a. Name and address of property owner
- b. Legal description or approved parcel identification number
- c. School district code
- d. Property classification
- e. Assessed valuation
- f. Capped valuation
- g. Taxable valuation
- h. Board of Review valuation column

- i. Michigan Tax Tribunal and/or State Tax Commission valuation column
- j. Homeowner's principal residence or qualified agricultural property exemption percentage
- k. Date of last transfer of ownership
- l. Leasehold improvements identifier, if applicable
- m. The value of non-considered improvements (under MCL 211.27), if applicable

11. The assessor or the assessor's assistant(s) must ensure that the true cash value on the appraisal record cards matches the true cash value indicated by the assessor's value on the assessment roll.

Evan A. Johnson, MMAO, PPE

MICHIGAN MASTER ASSESSING OFFICER – PERSONAL PROPERTY EXAMINER

Real Property Appraisal – Tax Tribunal – Personal Property – Management

I have more than 20 years of experience providing accurate and fair assessments for a major municipality, in one of the largest counties in Michigan. I am highly competitive, principled, passionate, persuasive, articulate, and able to achieve results others believed to be difficult or even impossible. I was valedictorian of the 2013 Michigan Master Assessing Officer program through the Michigan State Tax Commission. I am very experienced in field work, public relations, project management, team building and defending assessment appeals.

We have worked extremely hard to develop an amazing team of professionals at the City of Kentwood. We passed a recent audit from the State of Michigan with a perfect score and have maintained our exemplary level of service to the taxpayers of Kentwood. Our team prides itself on providing equitable assessments and together we have accomplished great things, I am proud of my team and I am confident that I have had an opportunity to mentor future leaders in the assessing field.

Demonstrated success record in:

- **Departmental management and administration**
- **Defending values at the Michigan Tax Tribunal**
- **Preparation of accurate and equitable assessment rolls**
- **Motivating staff to peak performance levels**

CORE COMPETENCIES

- Real/Personal Property Appraisal
- Mass Appraisal Techniques
- GIS Software
- Management
- Tribunal Defense
- Assessing Software

PROFESSIONAL EXPERIENCE

City of Kentwood, Kentwood, Michigan

2000 – Present

A major municipality in Kent County with an SEV more than \$2.5 billion, and over 18,000 parcels. The City of Kentwood is a vibrant community with a diverse population and strong family values.

Assessor, 6/15 to Present

- Supervised the preparation of the assessment roll according to General Property Tax Act and State Tax Commission standards
- Defend assessed values at the Michigan Tax Tribunal & Court of Appeals
- Departmental budget preparation and administration
- Departmental management, budgeting, and administration

Deputy Assessor, 8/13 to 6/15

- Perform ad valorem appraisals of all classes of property, including complex properties
- Defend assessed values at the Michigan Tax Tribunal
- Departmental supervision

Senior Appraiser, 12/12 to 8/13

- Perform ad valorem appraisals of commercial and industrial properties
- Defend assessed values at the Michigan Tax Tribunal

-
- Review building permits, plans and other documents for use in the valuation of new construction
- Appraiser, 11/00 to 12/12*
- Perform ad valorem appraisals of residential properties
 - Defend assessed values at the Michigan Tax Tribunal
 - Provide departmental GIS software support and maintain land value maps
 - Review building permits, plans and other documents for use in the valuation of new construction
-

EDUCATION / PROFESSIONAL

Bachelor's Degree in Business Administration, Ferris State University, 2019

Magna Cum Laude

Associate in Business Administration, Grand Rapids Community College, May 2015

Level 1 Assessment Administration, Michigan State Assessors Board, 2000

Level 2 Assessment Administration, Michigan State Assessors Board, 2001

Michigan Tax Law and Exemptions, Michigan Assessors Association

Michigan Tax Tribunal Procedures, Michigan Assessors Association

Personal Property Course, Michigan Assessors Association

Standards and Ethics, Michigan Assessors Association

Basic Income Approach I & II, Michigan Assessors Association

Advanced Income Approach I & II, Michigan Assessors Association

Statistics in Assessing, Michigan Assessors Association

Narrative Appraisal Review, Michigan Assessors Association

Principles of Appraisal, Michigan State Assessors Board

Communications & Public Speaking, Michigan State Assessors Board

Planning & Administering Finance, Michigan Assessors Association

Management Course, Michigan State Assessors Board

Narrative Writing Workshops, Michigan State Tax Commission

Depreciation Determination, Michigan Assessors Association

Transfers of Ownership & PRE, Michigan State Tax Commission

Leveraging Your .NET Database, Michigan Assessors Association

Michigan High School Diploma, East Kentwood High School

Many additional educational references available.

Professional Activities:

MMAO Grading Panel Member – Michigan State Tax Commission

Instructor – Michigan State Tax Commission

Professional Certifications:

Michigan Master Assessing Officer (MMAO) – Michigan State Tax Commission

Personal Property Examiner (PPE) – Michigan State Tax Commission

Professional Memberships:

International Association of Assessing Officers (IAAO)

Michigan Assessors Association (MAA)

Legislative Committee Member

Mid-Michigan Association of Assessing Officers (MMAAO)

Kent County Assessors Association (KCAA)

Past President

How to Become a Certified Assessor in the State of Michigan

The State Tax Commission has the responsibility to educate and certify individuals wishing to become assessing officers in the State of Michigan.

Assessors work for Cities, Township's, Counties and their primary duty is to help establish the assessments of properties for tax purposes. Appraisers are different from assessors. Appraisers are hired to establish an expert opinion of value for a specific property and to report that opinion to the individual or firm that hired them (lending institution or property owner for example).

The State of Michigan has three levels of certified assessing officers who may act as the assessor for a local unit (ex. township or city) or the Equalization Director for a County and one technician level for individuals who are not interested in being an assessor but would like a base of knowledge in assessing either to work in a local unit or County or in their responsibilities as elected officials.

Michigan Certified Assessing Technician (MCAT):

MCAT certification is a limited certification which provides individuals with basic education in assessment administration. Individuals interested in MCAT Certification are not interested in acting as the assessor of record for a local unit. This course is recommending for individuals who work in an assessing office or Treasurers or Clerks office or elected officials who are interested in expanding their knowledge of assessing or any individual who is interested in learning more about assessing. Certification is achieved by attending a 2 ½ day course held through an approved outside organization and passing the STC MCAT exam with a score of 75 % or higher.

More information on the MCAT Program, as well as a list of currently offered classes, can be found on the STC website at www.michigan.gov/statetaxcommission under the Assessor Certification and Education Tab.

Michigan Certified Assessing Officer (MCAO):

MCAO certified individuals may act as the assessor of record for a local unit and sign an assessment roll with a State Equalized Value (SEV) as specified in the STC Certification Level Requirements. For example, for 2017 an individual holding an MCAO Certification may sign the assessment roll(s) with a SEV less than \$503,000,000 AND the combined SEV of the commercial, industrial, and utility real and personal classifications plus assessed value of special acts properties is less than 20 percent of \$503,000,000 (or \$100,600,000).

MCAO certification is obtained by completing one of two paths: STC 6 month Program or Self-Study. The STC six month online/lecture hybrid program covers nine assessment topics with in person classroom session on each of the nine topics. At the end of the 6 month program individuals must pass the STC MCAO exam with a score of 75% or higher in order to become certified. Programs are held twice a year in January and June. Applications are accepted October 1 to November 1 and March 1 to April 1. The cost is \$1,000.

Individuals interested in Path 2, the STC self-study program, submit an application with the required \$250 fee. The Self-Study material is provided electronically and the individual is scheduled for their requested exam date. In order to become certified, individuals must pass the STC MCAO exam with a score of 75 % or higher.

Individuals do not have to hold the MCAT certification to be eligible to apply to either path of the MCAO program. More information on the MCAO Program can be found on the STC website at www.michigan.gov/statetaxcommission under the Assessor Certification and Education Tab.

Michigan Advanced Assessing Officer (MAAO):

You must hold an MCAO certification to be eligible to apply to the STC MAAO program or to begin MAAO Self-Paced courses. Individuals holding MAAO Certification may act as the assessor of record for a local unit(s) and sign the assessment roll(s) with a State Equalized Value (SEV) as specified in the STC Certification Level Requirements. For example, for 2017 an individual holding an MAAO certification may sign the assessment roll(s) with a SEV greater than or equal to \$503,000,000 but less than \$2,186,000,000 AND/OR a combined SEV of the commercial, industrial, and utility real and personal classifications plus assessed value of special acts properties, is greater than or equal to 20 percent of \$503,000,000 (or \$100,600,000) but less than 20 percent of \$2,186,000,000 (or \$437,200,000).

MAAO certification is obtained by completing one of two paths. The first path is the STC one year online/lecture hybrid program covering seven topics and completion of a USPAP course. Individuals must pass an exam on each topic and may retake those exams for up to one year after completion of the program. Programs are held twice a year in April and October. Applications are accepted January 1 to February 1 and July 1 through August 1 respectively. The cost of the program is \$1,000.

The second path is completion of the seven tested courses and the USPAP course through an approved outside organization and by passing an exam at the conclusion of each course with a score of 75% or higher. Individuals who are not successful on the exam must retake the course in order to retake the exam. Individuals who successfully complete all seven self-paced tested courses and the USPAP course will receive MAAO Certification.

More information on the MAAO Program can be found on the STC website at www.michigan.gov/statetaxcommission under the Assessor Certification and Education Tab.

Michigan Master Assessing Officer (MMAO):

Individuals holding MMAO Certification may act as the assessor of record for a local unit and sign an assessment roll with a State Equalized Value (SEV) as specified in the STC Certification Level Requirements. For example, for 2017 an individual holding an MMAO Certificate may sign an assessment roll(s) with a SEV greater than or equal to \$2,186,000,000 or a combined SEV of the commercial, industrial, and utility real and personal classifications plus assessed value of special acts properties, greater than or equal to 20 percent of \$2,186,000,000 (or \$437,200,000).

In order to be eligible to apply to the one year MMAO program, MAAO certified assessors must have two years assessment administration experience after obtaining MAAO certification and must have completed three MMAO required courses (Advanced Market Analysis, Advanced Income and Advanced Depreciation). It is not necessary to have completed the two years assessment administration experience prior to taking the required courses.

MMAO required courses are offered by the STC and outside organizations and are not tested. Completion of a qualifying Appraisal Institute (AI), American Society of Appraisers (ASA) or International Association of Assessing Officers (IAAO) course may be submitted for issuance of credit for a Required Course. Qualification of an AI, ASA and IAAO course is determined by the State Tax Commission.

During the one year MMAO program candidates will complete a written Case Study and Oral Examination. If candidates successfully pass the Case Study with 75% or higher and the Oral Examination with 75% or higher, MMAO certification is achieved. The program will be offered once a year at a cost of \$1,000.

The Commission also offers a waiver of current educational requirements based upon specific completion of previous projects and education. Individuals who currently hold the CAE designation from the International Association of Assessing Officers (IAAO) or the Ad Valorem/Mass Appraisal – General designation from the American Society of Appraisers (ASA) and can demonstrate the designation was achieved by completing requirements directly with and through IAAO or ASA and that no other forms of waivers or reciprocity was provided through that organization in order to achieve the designation may apply for an Acceptance and Waiver of Previous Project/Education. Individuals who meet all of these requirements must submit an application to the State Tax Commission and provide documentation proving the designation is current, is held in good standing and was achieved through the organization as required.

Upon verification of qualification, the applicant will be provided the *Guide to Michigan Assessing* at no cost and will be scheduled to take the Michigan Property Tax Administration Exam on a STC Quarterly Exam date. Individuals who pass the exam with a score of 75% or higher will be issued MMAO certification. If a score of 75% or higher is not achieved on the exam, the individual will have one opportunity to retake the exam on the next STC Quarterly Exam date.

More information on the MMAO Program can be found on the STC website at www.michigan.gov/statetaxcommission under the Assessor Certification and Education Tab.



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE Grand Rapids, Michigan 49546

Date: October 27, 2021
To: Supervisor Lesperance & Cascade Township Board
From: Benjamin Swayze, Township Manager
Subject: Township Parks, Recreation & Open Space Plan RFP

FACTS:

The Township Parks Committee is currently in the process of updating the Cascade Charter Township Parks, Recreation & Open Space Master Plan. The current plan covers the years of 2014 – 2019 and an updated plan is required by the State of Michigan in order to qualify for the Michigan DNR Parks and Recreation related grant programs including the Natural Resources Trust Fund, the Land and Water Conservation Fund and Recreation Passport Grant Program. The Township last tapped into these programs in 2008 for funds toward the purchase of Peace Park.

The Parks Committee originally intended to do the plan update internally, however after evaluating current staff workloads and timing, the parks committee and staff feel hiring a consultant to finish the updated would be in the best interest of the Township. The selected consultant would work with the community, Parks Committee, Township Staff and Township Board to update the Township Parks, Recreation and Open Space Plan in order to guide the development of Township parks and recreation related property, facilities and services over the next 5 years, and to maintain eligibility for Michigan DNR administered grant programs for parks and recreation facilities.

The proposed schedule for this project is:

- | | |
|--|---------------------|
| • Issue request for proposals | October 28, 2021 |
| • Proposals due | November 19, 2021 |
| • Parks Committee evaluates proposals | Week of November 29 |
| • Parks Committee Makes Recommendation | December 7, 2021 |
| • Township Board approves contract | December 15, 2021 |
| • Project Begins | January 3, 2022 |
| • Project Concludes (...on or before) | July 29, 2022 |

Attached for your review is:

- Proposed RFP to select a consultant for the Township Parks, Recreation and Open Space Plan

ANALYSIS & CONCLUSIONS:

The Parks, Recreation and Open Space Plan can be an invaluable tool for the Township, especially in the pursuit of grants for parks acquisition and development projects. There are many different perspectives, models and approaches that can be utilized to develop a Parks Master plan, and the RFP has been designed to allow the consultant to pick the best model and

process they recommend given their understanding of the Township needs. However, no matter the model, proposals are expected to include the following scope of work:

1. Update of community description and profile including demographic and socio-economic conditions and trends and physical conditions.
2. Administrative structure description, including boards and commissions, staffing, current and projected budgets, funding sources, role of volunteers and inter-agency relationships.
3. Inventory of existing parks, recreation facilities natural areas and parks/recreation programming, including CAD-assisted mapping
4. Reviewing and analyzing collected public input to ensure data is complete and meets the requirements of a certified plan. If needed, coordinating and overseeing additional public input processes with assistance from staff and the Parks Committee.
5. Development of updated plan goals and objectives, in consultation with the Parks Committee and Township staff based on
 - a. Consideration of all public input received
 - b. Community demographic and socio-economic conditions and trends
 - c. Assessment of existing facilities condition and utilization
6. Assist the Parks Committee, Township Staff and Township Board in formulating a template for the evaluation and acquisition of property based on goals and objectives set forth in the plan.
7. Prepare proposed action plan, based on public input collected as well as Parks Committee and Township Staff input.
8. Prepare complete draft plan document for public review and comment.
9. Present the draft plan at a public hearing at a regular Township Board meeting.
10. Prepare any needed revisions to produce the final plan document following the public hearing, based on input from the public, Township Board and Parks Committee
11. Submittal of 5 printed/bound copies of the adopted plan as well as a digital file of the adopted plan in PDF format.

The RFP also indicates the project activities that the Township Staff will be responsible for, hopefully reducing the price proposals. In addition, the Cascade Township Parks Committee have already undertaken significant public input activities, including a community wide survey and open house. Details of those activities can be found at the end of the RFP proposal. The selected consultant will be responsible for reviewing and analyzing public input activities and data and making recommendations if additional input is recommended or required.

The Parks Committee has recommended the Township Board approve the issuance of the RFP and will be responsible for reviewing the submissions and making a recommendation to the Township Board regarding the proposals.

FINANCIAL CONSIDERATIONS:

The issuance of the RFP will have no direct cost to the Township, only staff time related to the issuance of the RFP. It is recommended the proposed budget for the study not be disclosed to bidders to ensure the proposals are developed relative to completing the scope of services rather than “meeting a budget.” However, based on the recent cost proposal that were received for the Strategic Plan, it is anticipate that the cost will be between \$15,000 and \$20,000 and will be included in the FY2022 budget proposal.

RECOMMENDED ACTION:

To approve the issuance of the Cascade Charter Township Request For Proposals for a Township Parks, Recreation and Open Space Plan.

**CASCADE CHARTER TOWNSHIP
REQUESTS FOR PROPOSALS
Township Parks, Recreation & Open Space Plan**

Cascade Charter Township hereby requests proposals from qualified firms interested in providing assistance for a ***Township Parks, Recreation & Open Space Plan*** for Cascade Charter Township.

Proposals shall be due November 19, 2021 at 4 p.m. Please mark the sealed envelope as "Cascade Township Parks, Recreation & Open Space Plan." A complete Request for Proposal document may be obtained at:

Cascade Charter Township
ATTN: Brian Hilbrands
Township Planner
5920 Tahoe Dr. SE
Grand Rapids, MI 49546
Phone: 616-949-1500

Or on the Web at:
<http://www.cascadetwp.com/>



Cascade Township Request for Proposals 2022 Township Parks, Recreation & Open Space Plan

Cascade Charter Township hereby requests proposals from qualified firms interested in providing assistance to the Cascade Township Board in creating a Parks, Recreation & Open Space for the township.

These specifications describe the conditions, requirements and responsibilities accepted by consultants when bidding on providing these services to Cascade Charter Township (Cascade *or* the Township).

I. INTRODUCTION

1.1 Background

Cascade is a full-service Charter Township that offers the following services:

- Township Administrative Services
- Clerk
- Treasurer
- Assessing
- Community Development (Planning, Zoning, Economic Development)
- Buildings and Grounds
- Parks, Pathways and Cemeteries
- Emergency Services (Fire, Medical, Accident)
- Building Inspections (Including contracted services with neighboring communities)
- Library (In partnership with Kent District Library)
- Police (In partnership with the Kent County Sheriff's Department)
- Water/Sewer (In partnership with The City of Grand Rapids)
- Downtown Development Authority

This **Request for Proposal** is intended to solicit and secure proposals from consultants with experience working with diverse interests within municipalities of a size similar to Cascade. The Township seeks services to assist the Parks Committee and Township Board in updating the Township Parks, Recreation and Open Space Plan in order to guide the development of Township parks and recreation related property, facilities and services over the next 5 years, and to maintain eligibility for Michigan DNR administered grant programs for parks and recreation facilities. The Parks Committee and Township staff have already initiated the process to collect feedback from the public regarding

parcs and recreation needs in the community. Assistance from qualified consultants is sought for specific tasks included in the plan preparation and completion process, as identified in the scope of services section of this document.

1.2 Minimum Qualifications

Proposals will be accepted from firms who meet the following minimum qualifications. Individuals or consultants that do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

A. Standard Insurance Requirements:

1. Commercial General Liability Coverage: Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "Cascade Charter Township, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the Township and within appointment of its operating budget, including Cascade Charter Township, are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by Cascade Charter Township". The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Workers Compensation Coverage: At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employer Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
3. Automobile Liability Coverage: The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
4. Professional Liability Insurance: A policy in an amount not less than \$1,000,000 per claim.
5. Cancellation: Cancellation clause of insurance not less than thirty (30) days.

6. Proof of Insurance: The Township reserves the right to require complete, certified copies of all required insurance policies at any time.

B. The successful bidder will be required to enter into a professional service contract with the Township.

1.3 Funding

Any contract awarded as a result of this Request for Proposal is contingent upon the availability of funding, as determined by the Township Board.

1.4 Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about December 15, 2021 and conclude on or before July 30, 2022..

II. GENERAL INFORMATION FOR CONSULTANTS

2.1 Project Administrator

The Project Administrator is the sole point of contact for this procurement. All communication between prospective bidders and the Township upon receipt of this RFP shall be with the Project Administrator, as follows:

Brian Hilbrands
Township Planner
5920 Tahoe Dr. SE
Grand Rapids, MI 49546

Telephone: (616) 949-1500
E-mail: bhilbrands@cascadetwp.com

Prospective bidders are to rely on written statements issued by the Project Administrator. Any other communication will be considered unofficial and non-binding on the Township. Communication directed to parties other than the Project Administrator may result in disqualification of the prospective bidder.

2.2 Estimated Schedule of Procurement Activities

- | | |
|---------------------------------------|---------------------|
| • Issue request for proposals | October 28, 2021 |
| • Proposals due | November 19, 2021 |
| • Parks Committee evaluates proposals | Week of November 29 |

- Parks Committee Makes Recommendation December 7, 2021
- Township Board approves contract December 15, 2021
- Project Begins January 3, 2022
- Project Concludes (...on or before) July 29, 2022

2.3 Submission of Proposals

Responding firms are required to submit one (2) physical copies of their proposal, which must have original signatures, and one (1) electronic copy. The proposal, whether mailed or hand delivered, must arrive at the Cascade Township Hall no later than 4:00 p.m., local time, on Friday November 19, 2021.

Proposals must include all information as outlined in Section 4 of this document.

The proposal is to be sent to the Project Administrator at the address noted in Section 2.1, above. The envelope should be clearly marked “Cascade Township Parks, Recreation and Open Space Plan” and addressed to the attention of the Project Administrator.

Bidders who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Project Administrator. Respondents assume the risk for the method of delivery chosen. The Township assumes no responsibility for delays caused by any delivery service. Electronic proposals may be transmitted using electronic media such as email transmission, but one physical copy is still required to be delivered to the Township.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Township and will not be returned.

2.4 Proprietary Information and Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of the Township. All proposals received shall remain confidential until the deadline for submission of bids or proposals has expired, as defined by Michigan statute (MCL 15.243 (1)(i), the Freedom of Information Act).

2.5 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective bidders known to the Township. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective bidders.

The Township reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 Acceptance Period

Proposals must provide 60 days for acceptance by Township from the due date for receipt of proposals.

2.7 Responsiveness

All proposals will be reviewed by the Project Administrator to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The Township also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.8 Most Favorable Terms

The Township reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the respondent could propose. There will be no best and final offer procedure. The Township does reserve the right to contact a respondent for clarification of its proposal.

The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of or the Respondent's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation of the Township.

2.9 Costs of Proposal

The Township will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.10 No Obligation Contract

This RFP does not obligate the Cascade Township Board to award a contract for services specified herein.

2.11 Rejection of Proposals

The Township reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.12 Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

2.13 Commitment of Funds

The Cascade Township Board or their delegates are the only individuals who may legally commit the Township to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 Signatures

The proposal must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

III. SCOPE OF WORK

3.1 General Scope of Work

The scope of work the Township is seeking includes developing and carrying out a process and schedule of tasks required to prepare an updated Parks, Recreation and Open Space Plan for the Township that meets all applicable requirements of the Michigan DNR for establishing grant eligibility. Several tasks have been completed by the Township Parks Committee and Township staff and are outlined in section 3.3. In addition, staff will be available to assist in all facets of developing the Plan. The Township is open to considering unique and creative processes for this project, but any project should include the following items at a minimum.

1. Update of community description and profile including demographic and socio-economic conditions and trends and physical conditions.
2. Administrative structure description, including boards and commissions, staffing, current and projected budgets, funding sources, role of volunteers and inter-agency relationships.
3. Inventory of existing parks, recreation facilities natural areas and parks/recreation programming, including CAD-assisted mapping
4. Reviewing and analyzing collected public input to ensure data is complete and meets the requirements of a certified plan. If needed, coordinating and overseeing additional public input processes with assistance from staff and the Parks Committee.

5. Development of updated plan goals and objectives, in consultation with the Parks Committee and Township staff based on
 - a. Consideration of all public input received
 - b. Community demographic and socio-economic conditions and trends
 - c. Assessment of existing facilities condition and utilization
6. Assist the Parks Committee, Township Staff and Township Board in formulating a template for the evaluation and acquisition of property based on goals and objectives set forth in the plan.
7. Prepare proposed action plan, based on public input collected as well as Parks Committee and Township Staff input.
8. Prepare complete draft plan document for public review and comment.
9. Present the draft plan at a public hearing at a regular Township Board meeting.
10. Prepare any needed revisions to produce the final plan document following the public hearing, based on input from the public, Township Board and Parks Committee
11. Submittal of 5 printed/bound copies of the adopted plan as well as a digital file of the adopted plan in PDF format.

3.2 Items To Be Completed by Township Staff

The following tasks will be completed by Township Staff, but may require some guidance from the selected consultant:

1. Status reports for all grant-assisted parks and recreation facilities as required by the Michigan DNR
2. Post-completion self-certified reports for existing grant-funded facilities
3. Preparation, posting and publication of required public notices for draft plan availability and public hearing
4. Preparation of Township Board resolution of plan adoption
5. Transmittal letter and mailing of plan document to regional planning agencies
6. Submittal of plan to Michigan DNR as required for grant eligibility

3.3 Public Input Already Completed

The Cascade Township Parks Committee have already undertaken significant public input activities, including a community wide survey and open house. Details of these activities can be found at the end of this RFP proposal. Selected consultant will be responsible for reviewing and analyzing public input activities and data and making recommendations if additional input is recommended or required.

IV. PROPOSAL CONTENT

Bidders are encouraged to be creative in their project submissions, however each proposal must contain, at a minimum, the following information:

4.1 Business Organization

State the full name and address of your organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service. Include phone number(s), email address(es) and respondent's website address.

4.2 Executive Summary

Summarize the respondent's strong points and how experience, particularly with similar responsibilities, will benefit the stakeholders. Include a brief description of the scope, staffing and dates.

4.3 Project Proposal

Describe in narrative form, the methods proposed for creating the plan. Identify deliverables with emphasis on the stated scope and intent of the project, including tasks and timelines. Emphasis on clarity and detail of the proposal is an important consideration in evaluation of the responses. Proposal must identify a timeline for this project, including proposed beginning date, length of time to conduct each phase and completion date.

4.4 Public Input

Describe in detail the methods and processes you will utilize analyze already collected public input and make recommendations to the Parks committee on what, if any, additional public input is required or recommended.

4.5 Project Staffing

Provide a chart with the staff you are committing to the solicitation. Show lines of authority and communication and provide a brief role description with responsibilities for each person as they relate to the solicitation. Provide resumes for each person assigned to the project.

4.6 Pricing Methodology

Provide a price methodology with attention to detail and understandability that includes a properly designed and implemented all-inclusive response. The Respondent shall include all associated costs to successfully complete the project including travel, printing telephones expenses, etc...

4.7 Authorized Negotiations

Include the names and telephone numbers of those persons in your organization authorized to negotiate the proposed contract with the Township.

4.8 References

Provide a minimum of three (3) relevant references preferably of similar scope and complexity. Include the names of the projects, location, completion date, project cost and specific challenges; identify project team members and references for each project including telephone numbers and email addresses.

Provide permission for the Township to contact any municipality or individuals, whether offered as references or otherwise, to obtain information that will assist the Township in evaluating the Proposal. The Township retains the right to use such information to make selection decisions. Submittal of a proposal is an agreement that the Township may contact and utilize such information.

4.9 Additional Information

The respondent may also include any additional information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

IV. EVALUATION CRITERIA

5.1 Evaluation Subcommittee

The Parks Committee of Cascade Township will be responsible for evaluating the submitted proposals and submitting a recommendation of project award to the full Township Board for consideration. Though there are no formal evaluation criteria, the Parks Committee will focus on the following items when evaluating the proposals:

1. Verification of the basic information provided by the firm including, but not limited to, entity name, principals, incorporation, licensing and references.
2. Completeness of the proposal
3. Responsiveness to all elements outlined in the request for proposal.

4. Project proposal and the likelihood it will satisfactorily address the needs of the Township in regards to the scope of services.
5. Experience and qualifications of the Respondent and all team members identified.
6. Experience and results in performing the services desired by the Township.
7. Cost proposal that is advantageous to the Township.

5.2 Subcommittee Recommendation

The Parks Committee will be responsible for making recommendations on the choice of a proposal to the full Cascade Township Board. The Cascade Township Board remains the sole body responsible for awarding a contract. The Cascade Township Board reserves the right to request additional information from the firms including, but not limited to, formal interviews and/or firm presentations. Should firms be requested to present to the Parks Committee or the Cascade Township Board, they will receive a minimum of five (5) days' notice.

Submission of a proposal indicates acceptance by the firm of the conditions contained in the Request for Proposal.

MEMORANDUM

To: Ben Swayze, Township Manager
From: Brian Hilbrands, Planner
Subject: Public Participation to-date for Parks Master Plan Update
Date: October 12, 2021

As part of the update to the Cascade Township Parks, Recreation and Open Space Plan we have begun gathering public input from Cascade residents. This has primarily been done through an online survey and an open house event.

The open house took place on August 31, 2021 from 3:00pm to 6:00pm at the Wisner Center. It was promoted on the Cascade Township Facebook page and the advertisement reached approximately 9,418 people and had 46 event responses. The open house included paper maps of the parks and trails, with sticky notes and dots that attendees could use to provide comments or suggest new recreation locations. At the open house we had 8 attendees that signed in on the sign-in sheet, and they provided approximately 20 comments.

The online survey included 19 questions and was opened on August 16. The survey was promoted on the Cascade Township Facebook page, through a direct mail postcard, and was also included in the Township newsletter. The postcard included a QR code that could be scanned to bring people directly to the survey. We also had the postcard located at the Township Hall and at Cascade Rec Park so that residents could scan the QR code at those locations. There were also paper copies of the survey available if requested. As of today, we have received 880 responses to the survey. We currently have the survey scheduled to close on October 19.

2021 Cascade Township Parks and Recreation Survey

1. What is your age?

- a. 18 or under
- b. 19-24
- c. 25-34
- d. 35-44
- e. 45-54
- f. 55-64
- g. 65+

2. I am currently:

- a. A homeowner in Cascade Township
- b. A renter in Cascade Township
- c. A business owner in Cascade Township
- d. Residing in Ada
- e. Residing in another community

3. Have you used parks, trails, and open space more frequently since the onset of the pandemic?

- a. More Frequent
- b. Hasn't Changed
- c. Less Frequent
- d. No Opinion

4. How often do you visit the following parks (will include map of parks):

	26+ times per year	11-25 times per year	1-10 times per year	Never	
Burton Park					
Cascade Township Park					
Cascade Peace Park					
Leslie E. Tassell Park					
Michael McGraw Park					
Museum Garden Park					

5. Which of the following benefits of parks and recreation are most important to you?

Please select your top three:

- a. Provide opportunities to enjoy nature/outdoors

- b. Parks and recreation programming activities
 - c. Improve health and wellness
 - d. Protect the natural environment and wildlife
 - e. Connect with people building stronger families and neighborhoods
 - f. Enhance community image and sense of place
 - g. Equitable opportunities for recreation
 - h. Improve property values
- 6. How important are the following in improving parks and recreation offerings in Cascade Township? Please rank in order, with one being the most important and seven being the least important.**
- a. Developing new parks and facilities
 - b. Maintaining existing parks and facilities
 - c. Acquiring land for future parks
 - d. Increasing accessibility for all abilities
 - e. Expanding the pathway system to connect parks, trails, schools, etc
 - f. Establishing a dedicated parks millage
 - g. Programming and services
- 7. Which of the following, if any, create challenges to your current use of parks in Cascade Township? Please select any that apply.**
- a. Not interested/Not enough time
 - b. Lack of facilities
 - c. Poorly maintained
 - d. Too far away or not conveniently located
 - e. Do not know what's available
 - f. None of the above
- 8. What types of parks are most needed in Cascade Township? Please select any that apply.**
- a. Small neighborhood parks
 - b. Large multi-use parks that serve the whole community
 - c. Natural areas
 - d. A sports complex park
 - e. Parks with water frontage
 - f. Trails/linear parks
 - g. Other _____
 - h. No additional parks or natural areas are needed
- 9. Do you think any groups are underserved by current recreation services and amenities? Please select any that apply.**
- a. Preschoolers and toddlers (under 5)
 - b. Elementary school aged children (5-9)
 - c. Adolescents (10-18)
 - d. Young adults (19-24)
 - e. Adults (25-64)

- f. Seniors (65+)
- g. Race, gender, or ethnic populations
- h. People with disabilities
- i. None

10. What parks and recreation amenities and facilities are you most interested in?

Please check your top five choices.

- a. Amphitheater
- b. Athletic fields (soccer/lacrosse/baseball/football/etc)
- c. Pickleball courts
- d. Bathrooms
- e. Children's play equipment
- f. Nature-based play
- g. Fishing/boating docks
- h. Ice skating rink
- i. Interpretation/nature center
- j. Mountain biking courses
- k. Splash pads
- l. Public pool/water park
- m. Picnic pavilions
- n. Open land for bow hunting
- o. Public art
- p. Trail head with bathroom facilities
- q. Teen-focused gathering spaces
- r. Skate park
- s. Additional trails and paths
- t. Wireless internet service (Wi-Fi)
- u. Other _____

11. Where would you like to see any of the facilities selected in Question 10? Include the specific amenity or facility.

12. At present, most recreational programming in Cascade Township is provided by FHPS or other private organizations like the YMCA, AYSO etc. Would you be supportive of the Township expanding its offerings in this area?

- a. Yes
- b. No

13. What types of programming would be a priority? (Please rank in order with one being the highest)

- a. Educational programs
- b. Athletic programs
- c. Fitness classes
- d. Nature-based programs
- e. Exploration programs like geocaching

f. Camps or programs for children

14. If the Township made additional funding available to parks, what would you like the money used for? (Please rank in order with one being the highest)

- a. Creation of a Township Parks department, with a Director
- b. Acquisition of new park property
- c. Recreation programming
- d. New amenities in existing parks
- e. Other _____

15. Are you willing to support a parks millage? If so, how much is your household willing to spend per year to support your priorities from the above question?

- a. \$100.00 or less
- b. \$101.00 - \$199.00
- c. \$200.00 - \$299.00
- d. I would be more comfortable supporting the township as a volunteer
- e. Uncertain or unable

16. Are there additional pathways or trails that you would like to see added in Cascade Township? If yes, where? Use the map at the end of the survey to help describe the location of a new pathway.

17. What types of volunteer activities would you be interested in participating in?

18. How did you hear about this survey?

- a. Newsletter
- b. Social Media
- c. Word of mouth
- d. Flyer at Township Park
- e. Other _____

19. Please share any additional comments, questions, or concerns below:



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE Grand Rapids, Michigan 49546

Date: October 27, 2021
To: Supervisor Lesperance and Township Board Members
From: Ben Swayze, Township Manager
Subject: Policy for Access to Township Legal Services

FACTS:

The Township has seen an increase in legal services costs in FY 2021, which recently required a budget amendment for legal service costs to be approved by the Township Board and will require another before the end of the fiscal year. The uptick in legal service costs can be attributed to a multitude of variable in 2021:

- New Board and Commission members
- New Township Attorney
- In-depth SAD process for Laraway Lake and Thornapple River
- Hotel Tax Tribunal cases precipitated by the events of the Covid 19 pandemic
- PFAS issues

When the Personnel & Finance Committee reviewed the legal invoices prior to recommending the budget amendment, they made the recommendation that a policy be established regarding who may access Township legal services in order to ensure that costs are tracked and controlled to the greatest extent possible while ensuring the necessary services remain accessible.

Attached for your review are:

- Draft Policy for Use of Township Legal Services

ANALYSIS & CONCLUSIONS:

The proposed policy states that:

It is the policy of the Cascade Township Board that all access to Township legal services be limited to those identified in this policy and through the means outlined in this policy. The policy is intended to ensure accurate accounting of the use of Township legal services and ensure proper authorization is sought before access is granted.

Highlights of the policy include:

- Designates whom may access Township legal services and whom, if anyone, they need to notify or get permission from prior to making contact
- Designates that the point of first contact will always be the Township Attorney, though the matter may be referred to other attorneys in the firm
- Approval of legal invoices are the responsibility of the Township Supervisor and Township Manager.

- Legal invoices will be circulated to ensure billable services are properly recorded


The Personnel/Finance Committee discussed this item at their October meeting and have recommended the Township Board approve the policy.

FINANCIAL CONSIDERATIONS:

While approving the policy itself has no financial considerations, the implementation of the policy will ensure that costs are tracked and controlled to the greatest extent possible while ensuring the necessary services remain accessible.

RECOMMENDED ACTION:

Approve Cascade Township Policy for Use of Township Legal Services

	CASCADE CHARTER TOWNSHIP, MICHIGAN			
	POLICIES AND PROCEDURES		# OF PAGES: 4	POLICY #: 2021-003
	SUBJECT: Use of Township Legal Services		APPROVED BY: GRACE LESPERANCE, TOWNSHIP SUPERVISOR	
	DEPARTMENT: Township Board	SUPERCEDES: None	DATE OF ISSUE: 11/03/2021	DATE OF EFFECT: Immediate

I. PURPOSE

The purpose of this policy is to establish rules and procedures for accessing Township Legal Services by Township Elected Official, Appointed Officials and Staff.

II. POLICY STATEMENT

It is the policy of the Cascade Township Board that all access to Township legal services be limited to those identified in this policy and through the means outlined in this policy. The policy is intended to ensure accurate accounting of the use of Township legal services and ensure proper authorization is sought before access is granted.

III. PROCEDURES

A. Access to Legal Services

1. **Township Supervisor** – The Township Supervisor shall have access to Township legal services at all times.
2. **Township Clerk, Treasurer and Trustees** – Township Clerk, Treasurer and Trustees shall have access to Township legal services at all times, but will notify the Township Supervisor or Township Manager when they are accessed to ensure proper accounting.
3. **Township Manager** – The Township Manager shall have access to Township legal services at all times.
4. **Boards, Commissions and Committees** – The Chair of each Board, Commission and Committee of the Township shall have access to Township legal services upon approval of the Township Supervisor.
5. **Department Heads** – Department Heads of the Township shall have access to Township legal services upon approval of the Township Manager

B. Township Attorney

The Township Board shall be responsible for designating Township Attorney. All initial contact for legal services shall be done through the Township Attorney or his/her designee. Subsequent access to legal services can be done through the attorney assigned to the issue.

C. Accounting

All invoices for legal services must be approved by the Township Supervisor and Township Manager prior to being paid. Legal invoices will be circulated among staff so that billable expenses (i.e. planning/zoning cases) can be noted and billed to the appropriate parties

IV. REGULATION

A. Enforcement of Policy

The Township Supervisor and Township Manager shall be responsible for the enforcement of the provisions contained within this policy.

B. Adoption/Amendment of Policy

The Township Board of Trustees shall be responsible for the adoption and amendment of this policy upon the recommendation of the Personnel/Finance Committee of the Township Board.



CASCADE CHARTER TOWNSHIP

Date: October 27, 2021
To: Cascade Charter Township Board
From: Sue Slater, Clerk & Election Commission Chair
CC: Krissi Brott, Deputy Clerk & Public Service Administrator; Jennifer Jager, Election Specialist
Re: Appointment of Trustee McDonald to Election Commission & Resolution to relocate Pct 9

Summary: In preparation for the 2022 Election year, two items need Township Board approval. First, appointment of a Trustee to the Election Commission due to new Board term; secondly, relocation of Precinct 9 to Thornapple Covenant Church.

- 1) The Election Commission is comprised of the Clerk and two Trustees. They have numerous responsibilities in ensuring elections are conducted lawfully. Currently Clerk Slater & Trustee Koessel are on the Election Commission. The Clerk's office must fill Trustee Lewis' vacancy & Trustee McDonald has graciously agreed to serve in this capacity. A motion by members of the board to appoint Trustee McDonald is sufficient.
- 2) Precinct locations are determined by the Township Board. Forest Hills Presbyterian Church is no longer willing to offer their facility for a polling location due to their child care program. After Clerk Slater, Deputy Clerk Brott & Election Specialist Jennifer Jager toured & considered other polling locations, they determined Thornapple Covenant Church would be the best fit for Precinct 9. Thornapple Covenant Church currently hosts Precinct 2 and was willing to add Precinct 9. Resolution for relocation of Precinct 9 is enclosed.

Recommended action:

- 1) A motion to appoint Trustee McDonald to the Election Commission
- 2) Adoption of Resolution to relocate Precinct 9

CASCADE CHARTER TOWNSHIP
KENT COUNTY, MICHIGAN

(Resolution No. -2021)

A RESOLUTION TO RELOCATE PRECINCT 9 POLLING VENUE

Minutes of a regular meeting of the Township Board for Cascade Charter Township, County of Kent, State of Michigan, held at the Cascade Library – Wisner Center, 2870 Jacksmith Dr. SE in said Township on October 27, 2021 7:00 o'clock p.m., Eastern Daylight Time

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered for adoption by Township Board Member _____ and was seconded by Township Board Member _____:

RECITALS

WHEREAS, MCL 168.662 provides the Township Board of Trustees shall set the location of election polling places, and

WHEREAS, per MCL 168.657 the Township Board may rearrange existing voting precincts

RESOLUTION

IT IS HEREBY RESOLVED as follows:

1. The Cascade Charter Township Board approves the relocation of Precinct 9 polling location to Thornapple Covenant Church, 6595 Cascade Rd, Grand Rapids MI 49546.
2. Based on the aforementioned, the Cascade Charter Township Board of Trustees hereby adopts Resolution No. -2021 .

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Susan B. Slater, Township Clerk

CERTIFICATION

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 27, 2021, 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: _____

Susan B. Slater, Township Clerk



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE Grand Rapids, Michigan 49546

Date: October 27, 2021
To: Supervisor Lesperance and Township Board Members
From: Ben Swayze, Township Manager
Subject: Lease with Gerald R. Ford International Airport for Temporary Fire Station #1

FACTS:

The Township is currently in the design phase of the Fire Station #1 project, which will see the current Fire Station #1 building demolished and a new headquarter station built in its place. As part of the project, the Fire Department will be required to relocate the Station #1 operations for a period of time up to 2 years while the project occurs.

As part of the feasibility study, the Department studied the best options for the relocation of Station #1 operations during construction. After evaluating several options, the study recommended a temporary lease of part of a building located on the east side of the Gerald R. Ford International Airport and owned by the Airport Authority. The Pros and Cons, as taken from the study:

Pros:

- Is readily available to rent in Station#1s response area
- Can house one fire engine, one medic vehicle, four firefighters one fire chief and one inspector
- Available to rent for 12 – 18 months
- Best option of numerous sites studied

Cons:

- Shifts coverage 60-90 seconds to the south
- Lease Cost
- Not ideal for public interaction
- Needs minor upgrades to be compliant with NFPA Standards

Since the Township first began looking at this space, a second space congruent to the initial space came available. This will allow the Township to move the entire Station #1 operations to the site, rather than housing some of the operations/equipment at Station #2

Attached for your review are:

- Proposed Lease Agreement
- Facility layouts and sketches
- Presentation information

ANALYSIS & CONCLUSIONS:

By acquiring the lease of the airport property, we will be able to move the entire Station #1 operations to a facility within the response area with as minimal impact to the operations as possible. Because the move will shift the response time 60-90 seconds to the south, the

department will strategically place response units in Station #1 response area in order to maximize coverage. Highlights of the lease include:

- Two Year Term with month-to-month option after initial term
- Lease of 8,647 Square Feet at \$12.00 square foot
- Annual lease adjustment based on CPI calculations
- Right to use as a Township Fire Hall

If the Township Board approves the lease, the Fire Department will begin the process of making the necessary alterations to bring the space into compliance with NFPA regulations. The Architect/engineer team selected for the Station #1 project will assist the Township in making the necessary renovations. While the Department does not anticipate moving into the space immediately, acquiring the space now will allow the Department to seamlessly move in once required to move the Station #1 project forward.

The at the August 2021 Public Safety Advisory Committee the committee reviewed the lease and made a recommendation to the Township Board that the lease agreement be approved. The lease agreement has also been reviewed and approved by the Township Attorney as well as Special Legal Counsel Doug Van Essen.

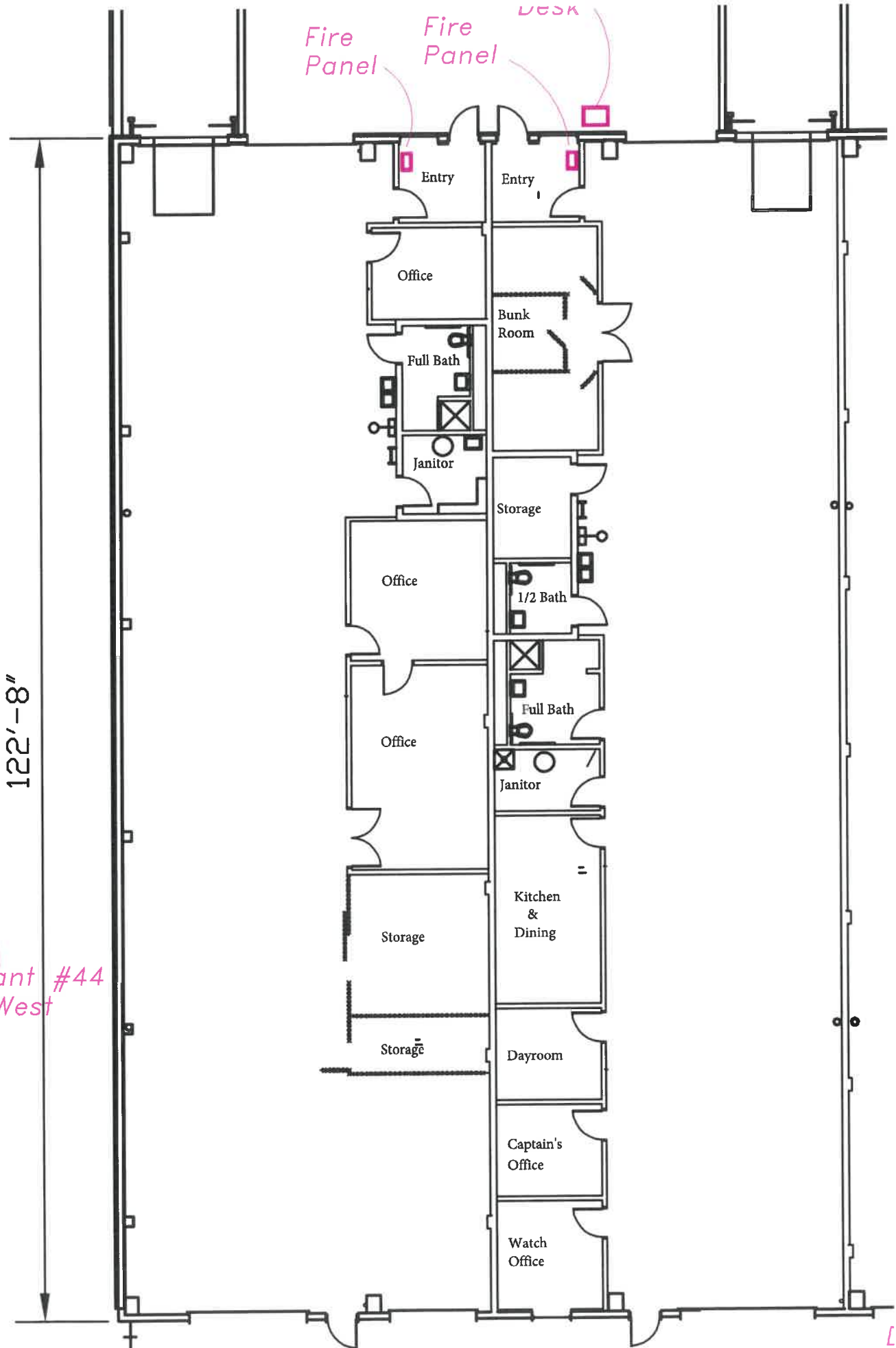
At the recommendation of Township legal Counsel, the Township is currently conducting a Phase 1 environmental study on the facility. Any approval by the Township Board should be subject to the Township Attorney being satisfied with the results of any environmental studies authorized by the lease agreement.

FINANCIAL CONSIDERATIONS:

The lease rate is \$12.00 a square foot. At 8,647 square feet, the annualized leas rate is \$103,764. The lease would be adjusted on the anniversary date by the CPI as calculated in the agreement language.

RECOMMENDED ACTION:

Approve Lease Agreement with the Gerald R. Ford International Airport Authority for Temporary Station #1 Facility, subject to the Township Attorney's satisfaction with the Phase 1 Environmental study and any subsequent environmental studies as allowed by the lease agreement.



Fire Panel

Fire Panel

DESK

Entry

Entry

Office

Bunk Room

Full Bath

Janitor

Storage

Office

1/2 Bath

Office

Full Bath

Janitor

Storage

Kitchen & Dining

Storage

Dayroom

Captain's Office

Watch Office

122'-8"

Hydrant #44
90' West

L

OUTLINE MAP - TEMPORARY STATION 1

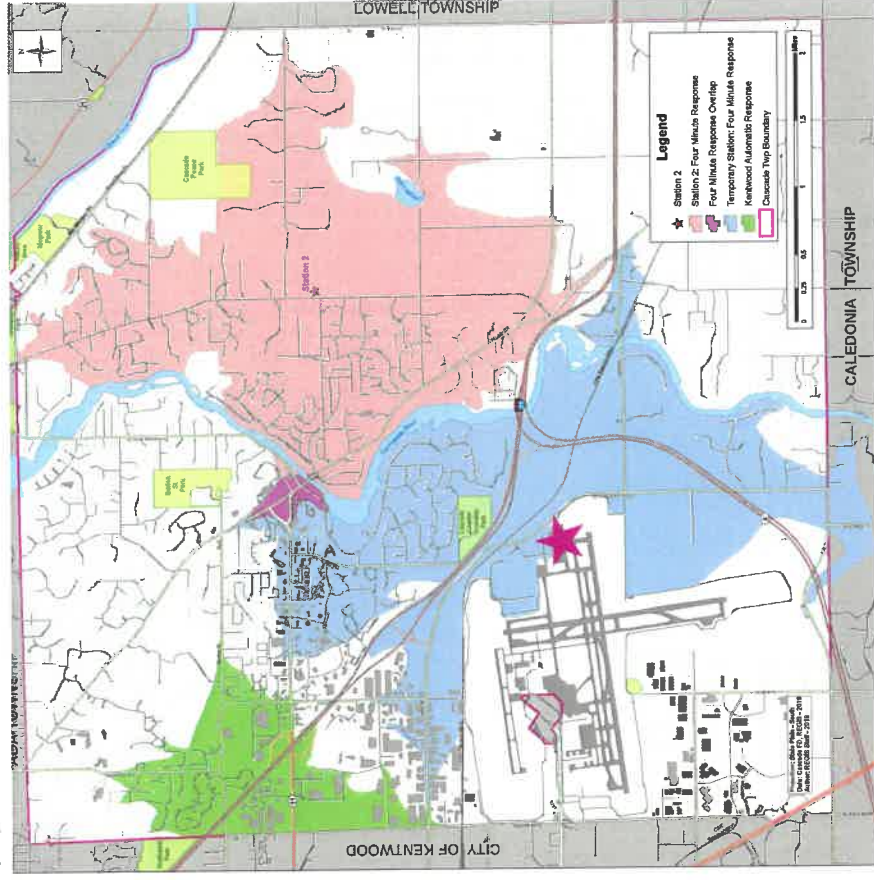
Proposed Temporary Fire Station 1 Location: Gerald R. Ford International Airport Air Cargo Facility

Pros:

- Is readily available to rent in Station 1's response area
- Can house one fire engine, one medic vehicle, four firefighters, one fire chief and one inspector
- Would rent for 12-18 months
- Best option of numerous sites studied

Cons:

- Shifts coverage 60-90 seconds to the south – can post a fire crew/ vehicle to augment coverage



Fire Station 1 Construction Displacement Options:

1. Consolidate station 1 operations at a leased facility on Air Cargo Dr. during construction.
(Recommended)

PROS: Simple

Cost Effective

Emergency Response in station 1's district

Facility meets minimum space and functional needs

Free up space at station 2

Apparatus and firefighters safe/warm/dry

CONS: Lease cost

Some operations would still need to be displaced to station 2

Facility is small, needs cosmetic work, not ideal for public visitation/meetings



GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY

LEASE AGREEMENT

WITH

CASCADE CHARTER TOWNSHIP



EFFECTIVE

SEPTEMBER 1, 2021

GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY
GERALD R. FORD INTERNATIONAL AIRPORT

AGREEMENT SUMMARY

TYPE OF AGREEMENT	Lease Agreement
TENANT	Cascade Charter Township
REPRESENTATIVE(S)	Grace Lesperance (Township Supervisor) & Adam Magers (Fire Chief)
NOTICE ADDRESS	5920 Tahoe Dr. S.E. Grand Rapids, Michigan 49546-7192
EFFECTIVE DATE	September 1, 2021
TERM	Two Years
RENEWAL OPTIONS	None. After Term, month-to-month at holdover rate
LEASEHOLD/ASSIGNED PREMISES	Part of Building 207 Approximately 8,647 square feet
SPECIAL PROVISIONS	None
INITIAL RENTAL RATE	\$103,764.00 per year, payable in monthly installments of \$8,647.00, which is equal to \$12.00 per SF, per year
RENTAL ADJUSTMENT	Annually Based on CPI
AUTHORIZED USE(S)	Township Fire Hall

NOTE: THIS SUMMARY IS PRESENTED AS A REFERENCE OF THE AGREEMENT INFORMATION AT THE TIME OF EXECUTION. IF THERE IS A DISCREPANCY BETWEEN THE INFORMATION CONTAINED IN THIS SUMMARY AND THE REQUIREMENTS CONTAINED IN THE REMAINDER OF THE AGREEMENT, THE REQUIREMENTS AS STATED IN THE REMAINDER OF THE AGREEMENT WILL PREVAIL.

GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY
GERALD R. FORD INTERNATIONAL AIRPORT

PREAMBLE

THIS LEASE AGREEMENT (this "Agreement") is made and entered into to be effective as of September 1, 2021 between the GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY, a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et seq. (the "Grantor" or the "Authority"), and CASCADE CHARTER TOWNSHIP, a Michigan charter township (the "Grantee").

The Authority operates the Gerald R. Ford International Airport, located in Kent County, Michigan, (the "Airport"); and

Grantee desires to occupy and utilize certain space at the Airport upon the terms and conditions set forth in this Agreement; and

Grantee will use the Premises only for the uses and purposes set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

[END OF THIS PAGE]

LEASE AGREEMENT

1. TERM

A. Effective Date

This Agreement shall be effective on September 1, 2021 (the "Effective Date").

B. Duration of Term

The term of this Agreement shall commence on the Effective Date and continue until August 31, 2023, unless sooner terminated as set forth herein (the "Initial Term").

C. Renewal Term

Following the Initial Term, the parties may agree to extend this Lease Agreement in writing under the same terms and conditions as contained herein ("Renewal Terms"). All Renewal Terms shall be month-to-month, subject to termination with thirty (30) days' notice from either party, unless otherwise agreed to by the parties. The Initial Term, together with each Renewal Term (if any), is (or are) sometimes referred to herein as the "Term."

2. HOLDING OVER

If Grantee should hold over and continue in possession of the Premises after termination of the Term of this Agreement or any renewal or extension of the Term of this Agreement, Grantee's continued occupancy of the Premises shall be deemed merely a tenancy from month-to-month at a Rental equal to one hundred twenty five percent (125%) of the final rental amount due under this Agreement for the month prior to the holdover, and subject to all the terms and conditions of this Agreement, including provisions for payment of Additional Rent. If Grantee shall holdover and fail to surrender the Premises upon the termination of this Agreement without Grantor's consent then, in addition to any other liabilities to Grantor arising there-from, Grantee shall and does hereby agree to indemnify, defend, and hold Grantor harmless from loss or liability resulting from such failure including, but not limited to, claims made by any succeeding tenant or grantee founded on such failure.

3. PREMISES

Grantor leases to Grantee and Grantee takes from Grantor for its use as defined herein those certain Premises located at the Airport in Building 207 (the "Building"), consisting of approximately 8,647 square feet of exclusive space shown on EXHIBIT B as "Cascade Fire 8,938 SQ. FT." attached to this Lease Agreement and incorporated herein (collectively, the "Premises").

A. Premises "As Is"

Grantee accepts the Premises "as is" in the condition existing upon the Effective Date of this Agreement. Grantee's acceptance of the Premises shall be conclusive evidence that its condition is satisfactory to Grantee. Grantor makes no representation or warranty respecting the condition of the Premises.

B. Right to Substitute Premises

Grantor shall have the right from time to time during the term of this Agreement to substitute substantially equivalent space and facilities for the Premises. Grantor shall provide Grantee with such notice as is reasonably possible.

In the event Grantor, at its discretion, determines to move buildings, hangars or other facilities at the Airport to a different location, the Grantor shall provide Grantee with equivalent facilities at the new location, in which event, Grantee agrees to move to such new facilities provided that all costs of constructing equivalent facilities and of Grantee's moving shall be paid by Grantor."

4. PRIVILEGES GRANTED TO GRANTEE

Grantor grants to Grantee the following rights and privileges:

1. The right to use the Premises as a Township Fire Hall and for no other purpose. Grantee has sole and full responsibility for obtaining all required federal, state and local approvals and permits for this permitted use. The uses attendant to use as a Township Fire Hall include any and all uses reasonably contemplated within the scope of fire-fighting efforts, including but not limited to any activity supported by the Grantee's previous accommodations.
2. The right to use, in common with others authorized to do so, the facilities and improvements owned and constructed by Grantor which are of a public nature and available for public use.
3. The right of ingress and egress from the Premises for Grantee's employees, agents, and customers to the extent reasonably necessary in connection with Grantee's operations under this Agreement.
4. The use of the Premises and any other rights, privileges and facilities granted to Grantee herein shall be used, enjoyed and operated by Grantee only in compliance with all orders, rules and regulations of Grantor, the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), Department of Homeland Security (DHS), Environmental Protection Agency, or the Michigan Department of Environmental Quality.

5. LIMITATIONS OF GRANTEE

Grantee is limited by the following conditions:

1. The Premises are not to be used for any business other than that authorized herein without the written consent and permit of Grantor. Grantee and/or its employees may not provide a safe haven for vendors providing aeronautical and/or commercial services at the Airport as defined by the Grantor's Minimum Standards, as the same may be amended from time-to-time ("Grantor's Minimum Standards") without said vendor fully meeting the Grantor's Minimum Standards.
2. Grantee shall not overload any floor or paved area in/on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.
3. Grantee shall not do, or permit to be done, anything which may interfere with the effectiveness or accessibility of the utility, mechanical, electrical, drainage and sewer systems, fire-protection system and other systems installed or located on or in the Premises.
4. Grantee shall not commit any nuisance or permit its employees or others on the Premises with its consent to commit or create or continue to tend to create any nuisance on the Premises in or near the Airport.
5. Grantee shall not cause or permit to be caused or produced upon the Premises, to permeate the same or to emanate there from, any unusual, noxious or objectionable smokes, liquids, gases, vapor or odors.
6. Grantee shall not store fuel, oil and related products on the Premises in amounts greater than fifty (50) gallons. All hazardous materials located on the Premises must be stored in approved containers within a hazardous materials cabinet.

6. RENTAL

Beginning on the Effective Date, Grantee shall pay Grantor, for use of the Premises described herein, base rent of One Hundred Three Thousand Seven Hundred Sixty-Four and 00/100 Dollars

(\$103,764.00) per year, payable in installments of Eight Thousand Six Hundred Forty Seven and 00/100 Dollars (\$8,647.00) per month, due on or before the first day of each month during the Term, without setoff, deduction, abatement, reduction, or counterclaim ("Base Rent").

For purposes of determining Base Rent under this Agreement, the Premises are agreed to be comprised of a total of 8,647 square feet.

[$\$12.00 \text{ PSF} \times 8,647 \text{ Square Feet}$] = \$103,764.00]

7. ADDITIONAL RENT

All sums due under this Agreement except for Base Rent are deemed to be "Additional Rent." Base Rent and Additional Rent are sometimes collectively referred to in this Agreement as "Rent." All Rent is due no later than ten (10) calendar days after the 1st day of each month. If Grantee fails to pay Rent on or before the date due, Grantee must also pay Grantor an interest charge of one and one-half percent (1½%) of the amount owing for each calendar month or part thereof from the due date to the date payment is made.

The payment of interest does not excuse or cure any default by Grantee under this Agreement. Payments received from Grantee will be applied by Grantor as follows: first, to accrued interest; second to Additional Rent; and third to Base Rent.

8. RENTAL ADJUSTMENT

As of the first anniversary of the Effective Date, and on the same date annually thereafter during the Term, the Base Rent shall be adjusted to reflect changes in economic conditions by multiplying the Base Rent by a fraction, the denominator of which is the BLS Consumer Price Index All Urban Consumers, All Cities, non-seasonally adjusted, (CPI-U) 1982-1984 = 100, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") for the third month preceding the Effective Date, and the numerator of which is the Index for the third month immediately preceding the beginning of each subsequent year of the Term. Any decrease in the Index shall not result in a decrease in Grantee's rental obligation. In the event that publication of the Index is discontinued or if the method of determination of the Index is substantially changed from the method presently employed, the basis for such adjustment shall be redefined by the parties to accomplish the intent of this provision.

9. PRORATION OF RENTAL PAYMENTS

In the event that the commencement or termination of the Term, with respect to any of the particular Premises, facilities, rights, licenses, services and privileges herein provided, fall on any other date than the first or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid pro rata according to the number of days in the month during which said privileges were enjoyed.

10. [INTENTIONALLY RESERVED]

11. ADDITIONAL FEES, CHARGES AND RENTALS

Grantee shall pay to Grantor additional fees, charges and rentals as follows:

1. If Grantor has paid any sum or sums, or has incurred any obligation or expense, for which Grantee has agreed to pay or reimburse Grantor, or for which Grantee is otherwise responsible;
2. If Grantor is required or elects to pay any sum or sums, or incur any obligation or expense, because of the failure, neglect or refusal of Grantee to perform or fulfill any of the promises, terms, conditions or covenants required of it;
3. Pursuant to any separate agreement between the parties not contained in this Agreement.

Such additional fees and charges for services rendered, such as, but not limited to, utilities, trash removal, telephone, delivery access charges and similar charges. Grantee's obligations pursuant to this Section shall include all interest, cost, damages, and penalties in conjunction with such sums so paid or expenses so incurred by Grantor. Additional fees are due within ten (10) days of a notice from Grantor to Grantee setting forth the additional fees and the purpose for which the same were incurred by Grantor.

12. SECURITY DEPOSIT

No security deposit is due in connection with this Agreement.

13. [INTENTIONALLY RESERVED]

14. TAXES

Grantee covenants and agrees that it will pay, when due, all taxes which may be assessed pursuant to law against the Premises, or against the personal property located on the Premises or against any business and activities conducted by Grantee.

15. INDEMNITY AND INSURANCE

Grantee shall indemnify, protect, defend, and hold Grantor and the County of Kent (the "County") completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of the use or occupancy of the Premises or the Airport by Grantee, or the acts or omissions of Grantee, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury, death or damage is caused by the act or omission of Grantor, its agents, representatives, contractors, employees, licensees, and invitees. Grantee shall not be held responsible under this provision for acts or omissions of any unrelated third party. Grantor shall give to Grantee reasonable notice of any such claims or actions. The provisions of this Section shall survive the expiration or early termination of this Agreement only with respect to those liabilities, losses, suits, claims, judgments, fines or demands that arise by reason of injury or death of any person or damage to any property that occur during the term, but prior to the expiration or early termination of this Agreement.

Grantee shall procure and maintain the following insurance covering its operations at or upon the Airport including areas assigned exclusively to Grantee and also areas used by Grantee in common with others. Such coverage shall name Grantor as an additional insured to the extent of the contractual liability assumed by Grantee hereunder. Coverage shall be placed with insurance companies licensed to do business in the state of Michigan. Such insurance shall be in at least the following amounts and may be amended from time to time as required by Grantor's Minimum Standards:

1. Commercial General Liability covering claims for damages because of bodily injury and personal injury, including death, and damage to property, in the amount of \$2,000,000, combined single limit. Such policy shall include coverage for Premises and Operations, Contractual Liability as applicable to the hold harmless agreements in this Agreement; Completed Products and Operations; Property Damage; and a Cross Liability Endorsement for Grantor as an additional insured.
2. Comprehensive Auto Liability including owned, non owned or hired in the amount of \$1,000,000 each accident combined single limit.

3. Workers' Compensation including occupational disease, other states and Voluntary Compensation coverage on all employees to statutory limits. Grantee may self-insure this obligation pursuant to the provisions of Michigan Public Act 317 of 1969, as amended.
4. Employer's Liability \$500,000 per accident or disease.

Such policies of insurance shall be in a form and with companies reasonably satisfactory to the Authority (provided that an A.M. Best rated insurance company with a rating of B+, VIII or better shall be deemed reasonably satisfactory for the purposes hereof). Grantee shall be fully responsible for the insurance policy deductible for which the required insurance applies.

Certificates shall be deposited with Grantor at least five (5) business days prior to commencement of Grantee's operations showing such insurance to be in effect and showing Grantor to be named as an additional insured and requiring the issuing company to give thirty (30) days prior written notice to Grantor prior to the cancellation of the insurance or material change in the coverage.

In order to effect a waiver of insurance subrogation rights, to the extent permitted by law, each party, its elected and appointed officials, employees and volunteers and others working on its behalf, does hereby release the other from liability from any loss or damage to the Premises, building, personal property, fixtures and equipment of the other to the extent that such loss is covered, or would be covered by fire and extended coverage insurance in the full insurable value of such real or personal property, even though such loss may be due to the negligence or fault of such other party, its agents, representatives or employees. Grantee's policies of insurance shall contain a clause or endorsement that such release shall not adversely affect or impair such policies or prejudice the right of Grantee or Grantor as additional insured, to recover hereunder.

From time to time Grantor may review applicable insurance limits and coverages and Grantee agrees to provide insurance customary and commercially reasonable as shall then comply with current policy requirements of the Grantor. Grantor shall notify Grantee of any such changes in the minimum limits and/or types of coverage required and Grantee shall have thirty (30) days from such notice to provide Grantor with adequate proof of insurance in accordance with this Section.

16. PROPERTY INSURANCE

Grantor shall at all times during the Term obtain and keep in force a policy or policies of insurance covering loss or damage to the Building, including broad form fire and extended coverage insurance with an all-risk endorsement for other coverage hazards, in such amounts as Grantor shall deem appropriate, with loss payable to Grantor.

Grantee shall obtain and maintain insurance coverage for full replacement cost on all of Grantee's trade fixtures, machinery, appliances, furniture, equipment, inventory, and Improvements in, on, or about the Premises. Such insurance shall be full replacement cost. Grantor shall not insure Grantee's Improvements or any of its trade fixtures, equipment, or alterations.

A. Waiver of Subrogation

Grantee, for itself and its respective successors and assigns (including, without limitation, any person, firm or corporation which may become subrogated to any of its rights) waives any and all rights and claims for recovery against Grantor, and its officers, employees, agents and assigns, or any of them, on account of any loss or damage to any of its property located on the Premises insured under any valid and collectible insurance policies, to the extent of any recovery collectible under such insurance policies. Each insurance policy carried by Grantee and insuring all or any part of such property must provide that the insurance company waive all right of recovery by way of subrogation against Grantor.

B. Damage or Destruction of Premises

The damage, destruction, or partial destruction of the Premises or Improvements will not release or diminish Grantee's obligations under this Agreement, except as expressly provided herein. If the Premises are damaged Grantor may elect either to: (i) repair the damage as soon as is reasonably possible, in which case this Lease shall remain in full force and effect; or (ii) terminate this Lease effective as of the date the damage occurred. Grantor shall notify Grantee within thirty (30) days after receipt of notice of the occurrence of the damage whether Grantor elects to repair the damage or terminate the Lease. If Grantor elects to repair the damage, and if the damage was due to an act or omission of Grantee, then Grantee shall pay Grantor the difference between the actual cost of repair and the amount of the insurance proceeds received by Grantor for reconstruction.

17. ENVIRONMENTAL REGULATIONS

A. Grantee shall comply with the following environmental regulations:

i. Authority's Consent Required.

Grantee shall not cause or permit any Hazardous Materials, as defined below, to be stored or used on or about the Premises by Grantee, its agents or employees, except in compliance with Environmental Laws as described below.

ii. Compliance with Environmental Laws.

Grantee shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about or from the Premises (collectively "Environmental Laws").

iii. Hazardous Materials Handling.

Grantee shall, at its expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required for Grantee's use of the Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Premises. Except for permitted discharges into the sanitary sewers, Grantee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal or reused or recycled in accordance with applicable law and regulation. Grantee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the Term of the Agreement, Grantee shall cause all Hazardous Materials to be removed from the Premises and to be transported for use, storage, disposal or recycling in accordance and compliance with all applicable Environmental Laws; provided, however, that Grantee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying the Authority of Grantee's intention to do so and affording the Authority sufficient opportunity to appear, intervene, or otherwise appropriately assert and protect the Authority's interest with respect thereto.

iv. Notices.

If at any time Grantee shall become aware, or have reasonable cause to believe, that any Hazardous Material has come to be located on or about the Premises in violation or potential violation of Environmental Laws, Grantee shall, promptly upon discovering such presence or suspected presence of the Hazardous Material, provide Authority with written notice of that condition. In addition, Grantee shall promptly notify the Authority in writing of (1) any enforcement,

cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Grantee or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the Premises, including any complaints, notices, warnings, or asserted violations in connection therewith. Grantee shall also supply to Authority as promptly as possible, and in any event within five (5) business days after Grantee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises or Grantee's use thereof. Grantee shall promptly deliver to the Authority, upon request, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.

v. Definition of Hazardous Materials.

As used in this Agreement, "Hazardous Material or Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, (iv) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq.

B. Grantee shall indemnify, defend and hold harmless the Authority, the Department, and the County, including their officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of usable space or of any amenity of the Premises) costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Premises or any property whatsoever, arising from or caused by the Grantee's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this Agreement. Grantee's obligations under this Paragraph B shall include, without limitation, and whether foreseeable or unforeseeable, any and all necessary and reasonable costs incurred in connection with any investigation of the condition of the Premises, and any and all reasonable costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. Except as otherwise barred by an applicable period of limitations, Grantee's obligations under this Paragraph B shall survive the expiration or earlier termination of the Term of this Agreement.

C. Notwithstanding any provisions of this Agreement to the contrary, the Authority, at its sole discretion, shall have the right to enter and inspect the Premises, including Grantee's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Grantee's business, to investigate the presence of potential presence of Hazardous Materials on the Premises in violation of Environmental Laws. During such inspection, the Authority shall have the right to visually inspect the Premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. The Authority shall pay for the necessary and reasonable costs of such investigations subject to the Authority's right to reimbursement if the results of such investigation indicate the presence of Hazardous Materials on or about the Premises is in violation of Environmental Laws and such violation was solely caused by Grantee.

D. Grantee acknowledges that the Airport holds a National Pollution Discharge Elimination System ("NPDES") Permit authorizing the discharge of storm water from the Airport ("Permit"). The Permit requires, in part, the implementation of best management practices ("BMPs") with regard to the use of ant-icing and deicing materials (collectively "Deicing Materials") and the collection of storm water containing Deicing Materials. The BMPs are described in the Airport's Deicing Management Plan ("Plan"). The Permit and the Plan are incorporated by reference into this Agreement as if printed in their entirety herein.

E. Grantee shall not be responsible in any way under this Section 17 for environmental contamination for which there is no direct causal connection to Grantee's activities and occupancy of the Premises as contemplated in this Lease Agreement. Further, Grantee will not be responsible for any environmental contamination which predates Grantee's occupancy of the Premises or which occurs at a location other than the Premises.

18. UTILITIES AND SERVICES

Grantee agrees to provide for its own connections with utilities and to make separate arrangements with the agencies responsible for these utilities. Grantee shall pay for all utility service supplied to the said Premises, and if required by the utility agencies as a condition of continuing said services, Grantee will install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make changes upon the Premises, or within the structures covered by this Agreement, such as any wiring, plumbing or similar installations, as a condition of the continuance of utility services, and Grantee desires to continue such services, Grantee will promptly make such changes and installations, at its expense, as directed and required by the utility organizations. Grantee shall pay for all utility charges, including natural gas, electricity, sewer, and water used on the Premises during the Term of this Agreement.

It is further agreed that Grantor shall have the right, without cost to Grantee, to install and maintain in, on or across the Premises, sewer, water, gas, electric and telephone lines, electric substations, street widening or other installations necessary to the operation of the Airport, or to service other tenants of Grantor.

Grantor may, at its election, enter into arrangements with appropriate utility companies or suppliers and thereby supply Grantee with water, sewage, electrical or gas service and resell such service to Grantee at rates not exceeding those which Grantee would have to pay if it established the same demand and took the same quantity directly from the utility companies or supplier. Grantor may, at its election, supply Grantee with water and/or sewage service from facilities operated by Grantor and charge Grantee for the service at rates established by Grantor, which rates shall not exceed the rate which the city of Grand Rapids would charge for service to such users.

Notwithstanding the above, Grantor agrees that it shall take such action as may be reasonably required from time to time to assure Grantee that the Premises receive an uninterrupted source of gas, water, sewage, telephone and electrical service.

19. MAINTENANCE, REPAIR AND OPERATION BY GRANTEE

Grantee shall keep and maintain the Premises and all improvements thereon in good condition reasonable wear and use excepted and shall keep the Premises in a sanitary and slightly condition.

Grantee agrees to provide at its own expense such janitorial, and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Premises.

Grantee shall provide for the removal of snow from its Premises to include stairs, walkways, ledges, roads, and customer parking areas. Grantee shall not place snow from its Premises on any other area of the Airport without prior written authorization.

Grantee agrees that that all trash, garbage, etc., will be removed at Grantee's expense and that same will not be deposited on any part of the Airport, except temporarily in conjunction with collection or removal.

In the event that Grantee fails to keep and maintain the Premises and improvements in good condition and repair, reasonable wear and use excepted, and in a sanitary and sightly condition for a period of thirty (30) days after written notice from Grantor to do so, Grantor, upon the expiration of such thirty (30) day period, may, but shall not be obligated to, enter upon the Premises involved and perform the obligation of Grantee, charging Grantee the reasonable cost and expense thereof, and Grantee agrees to pay Grantor such charge in addition to any other amounts payable by Grantee; provided, however, that if Grantee's failure to perform any such obligation adversely affects or endangers the health or safety of the public or of employees of Grantor in the reasonable judgment of Grantor, and if Grantor so states in its notice to Grantee, Grantor may, but shall not be obligated to, perform such obligation of Grantee at any time after the giving of such notice and without awaiting the expiration of the thirty (30) day period, and charge to Grantee, and Grantee shall pay, the reasonable cost and expense plus reasonable administrative costs of such performance.

It is further agreed that if Grantor shall perform any of Grantee's obligations in accordance with the provisions of this Section, Grantor shall not be liable to Grantee for any loss of revenue to Grantee resulting from such performance.

Upon termination of this Agreement, Grantee's rights herein shall cease, and Grantee shall immediately surrender the same. Grantee shall thereupon restore the Premises to their condition at the initiation of this Agreement, except ordinary wear and tear. This Section applies to all aspects of the Premises.

20. MAINTENANCE, REPAIR AND OPERATION BY GRANTOR

Grantor will maintain and keep in good repair the Premises located within Building 207 including electrical, plumbing, and HVAC systems, provided that Grantee shall reimburse Grantor for any repair required because of negligence of Grantee, its employees or agents.

Grantor agrees to maintain the public aircraft facilities in good condition and repair. Such obligation shall include snow removal from public roadways and public parking and storage space as Grantor may deem appropriate in the interest of safe and efficient use of these facilities. Grantor shall, during the Term of this Agreement, operate and maintain the Airport in all respects in a manner consistent with that of a reasonably prudent operator of an airport and in accordance with standards for airports of similar size and character issued by the FAA. Grantor shall operate the Airport according to the rules and regulations of the FAA, and any other governmental agency having jurisdiction over the Airport.

21. NOTICES

Any notice, demand, request, consent, or approval that either party may or is required to give the other, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

TO GRANTOR:

Gerald R. Ford International Airport Authority
Gerald R. Ford International Airport
5500 44th St. S.E.
Grand Rapids, Michigan 49512

TO GRANTEE:

Cascade Charter Township
5920 Tahoe Dr. S.E.
Grand Rapids, Michigan 49546-7192

Either party shall have the right by giving fifteen (15) days advance written notice to the other, to change the address at which it will receive such communications. Such communications shall be

deemed received upon delivery, if personally delivered, or within four (4) days following deposit in the mail if sent by mail.

22. IMPROVEMENTS OR ALTERATIONS

Grantee shall not have the right to make additions, improvements, modifications, revisions or other alterations (collectively, "Improvements") to the Premises without the prior written approval by Grantor, which may be granted in its sole discretion and shall not be unreasonably withheld. All costs of any such addition, improvement, modification, revision or other alteration shall be borne by Grantee. Notwithstanding the foregoing, Grantor will not unreasonably withhold its consent for any non-structural Improvements necessary for Grantee's permitted use under this Agreement, so long as: (i) such non-structural Improvements do not, in Grantor's sole but reasonable discretion, reduce the value of the Premises or its usefulness for future tenants or occupants; and (ii) Grantee obtains all necessary municipal permits for such Improvements.

23. TITLE TO PROPERTY AT EXPIRATION OF AGREEMENT

At the expiration of this Agreement, or upon the Agreement being terminated due to the default of Grantee or for any other reason, any and all property, except trade fixtures or equipment of the Grantee, its guests, business invitees, employees, agents, contractors, assigns, subtenants or other person claiming under Grantee, shall become the sole property of the Grantor. Any trade fixtures or equipment not removed prior to the expiration or termination of this Agreement shall, at Grantor's option, become the property of the Grantor and Grantor may sell or dispose of the same without obligation to account to Grantee for the value thereof. Notwithstanding the foregoing, nothing herein shall be construed to deprive the Grantor of the right to demand that Grantee remove, at Grantee's sole expense, all or any part of any property left behind and to restore the Premises to their original condition as of the Effective Date of this Agreement. Grantor expressly reserves such right. In that event, Grantor reserves the right to charge Grantee for the removal of any property not removed plus reasonable administrative costs.

24. REMOVAL OF GRANTEE'S EFFECTS ON CANCELLATION

Whenever a right-of-cancellation is provided to Grantor herein, Grantor may take immediate possession of the Premises and remove Grantee's effects, using such force as Grantor deems necessary, without being deemed guilty of trespass or other violation of Grantee's rights under law. Upon such entry this Agreement shall terminate.

25. GRANTOR'S RIGHT OF CANCELLATION NOT WAIVED

The failure of Grantor to declare this Agreement terminated upon the default of Grantee, or for any other reason set forth herein, shall not operate to bar or destroy the right of Grantor to cancel this Agreement at any other time pursuant to the terms of this Agreement. Further, the acceptance of any rental, in whole or in part, by Grantor for or during any period of default or other violation of the terms, covenants and conditions of this Agreement, or any period thereafter, by Grantee shall not be deemed a waiver of any right on the part of Grantor to cancel this Agreement.

26. RIGHT OF ENTRY

Grantor may enter upon the Premises now or hereafter leased exclusively to Grantee at any reasonable time for any purpose necessary, incidental to or connected with the performance of its obligations under this Agreement, in the exercise of its governmental functions, or in the event of any emergency. Except in the case of Grantor's governmental functions, or an emergency, Grantor shall give Grantee reasonable advanced notice prior to Grantors entry into Grantee's buildings and Improvements.

27. RULES AND REGULATIONS

Grantee agrees to observe and obey all rules and regulations promulgated from time to time by the Authority, the Department of Transportation, the FAA, the TSA, the DHS, the EPA, the MDEQ, the Michigan Department of Transportation, the Michigan Aeronautics Commission, and the County, governing the conduct and operation of the Airport and its facilities. Grantor agrees that any rules and regulations promulgated by the County or Grantor shall not be inconsistent with any legally authorized rule or regulation of the Department of Transportation or of the FAA. Grantee shall be advised of and provided copies of any rules and regulations adopted by Grantor affecting Grantee's operation at the Airport. In the event the Grantor is assessed and pays a fine because of an act or omission of Grantee, its employees, agents and invitees, in violation of this Section, Grantee shall reimburse the Grantor for such payment within thirty days (30) of the Grantor providing notification of such payment.

28. MINERAL RIGHTS

It is agreed and understood that all water, gas, oil and mineral rights in and under the soil are expressly reserved to Grantor.

29. SURRENDER OF POSSESSION

Upon the expiration or earlier termination of this Agreement Grantee shall forthwith surrender possession to Grantor of the Premises and Improvements thereon in good condition, reasonable wear and tear excepted (in light of the condition of such Premises at the outset of this Agreement). Grantee will ensure any liens against the Premises and the Improvements thereon have been satisfied at Grantee's sole cost and expense, prior to surrender to Grantor.

30. ASSIGNMENT AND SUBLETTING

Grantee may not assign or sublet this Agreement nor may it transfer the management and operation of the Premises without the prior written consent of Grantor. Grantor may refuse to grant such consent in its sole and unfettered discretion.

It is expressly agreed that no owner, stockholder or management employee of Grantee, nor any assignee or successor in interest to Grantee, shall own directly or indirectly any interest in any other entity authorized by Grantor to provide fixed base operator services elsewhere at the Airport

Any assignment, sublease, or transfer of ownership made in violation of the provisions hereof shall be void, and, at the option of Grantor, shall be the basis for termination of this Agreement.

31. SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

All the covenants, conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. This Section shall not be construed to enlarge Grantee's rights to assign this Agreement, which rights are covered elsewhere in this Agreement.

32. CONDEMNATION

If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of such taking, then the Term of this Agreement shall cease on that part to be taken from the day the possession of that part shall be acquired by such public authority, and the Rent shall be paid up to that date. If such portion of the Premises is so taken as to substantially impair the usefulness of the Premises for the purpose for which the Premises were leased, Grantee may either terminate this Agreement or continue in possession of the remainder of the Premises under the terms and conditions hereof except that the Base Rent shall be reduced in proportion to the amount of the Premises taken.

Upon the acquisition by condemnation or the exercise of the power of eminent domain by the Federal government, the State of Michigan, or any federal or state agency or any other person vested with such power, of a temporary or permanent interest in all or any part of the Airport, including, without limitation, the Premises and Improvements, Grantor each shall have the right to appear and file claim for damages, to the extent of its respective interest, in the condemnation or eminent domain proceeding, to participate in any and all hearings, trials and appeals therein, and to receive and retain such amount as each may lawfully be entitled to receive as damages or payment as a result of such acquisition.

33. STANDARD COVENANTS

The provisions of EXHIBIT A attached hereto and as amended from time to time by the Federal Aviation Administration or Grantor (the "Standard Covenants") are incorporated herein and made a part of this Agreement. Grantor shall provide notice to Grantee of any amendment to the Standard Covenants, and such amendments shall be binding upon Grantee.

34. AVIGATION EASEMENT

Grantor hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace lying over the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport.

Grantee shall not erect any structure or allow the growth of any plant or natural object that would constitute an obstruction to air navigation as defined in 14 CFR Part 77; nor shall Grantee conduct any activity on the Premises that would interfere with or be a hazard to the flight of aircraft over the land or to and from the Airport or interfere with air navigation and communication facilities serving the Airport. Grantor shall have the continuing right and easement to take any action necessary to prevent the erection or growth of any structure, tree or other object into the air space, or development of any hazard to air navigation or communication, and to remove or abate from such air space, or mark and light as obstructions, any such structure, tree, object or hazard. Grantor shall have the right of ingress and egress over the Premises for such purposes.

35. PROTECTION OF AERONAUTICAL APPROACHES

Grantor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Grantee from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Grantor, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

36. INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or to be invalid as in conflict with any rule, order or regulation of the Federal Aviation Administration, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained.

37. WAIVER

No delay or omission in the exercise of any right or remedy of Grantor on any default by Grantee shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by Grantor of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved. Grantor's consent to or approval of any act by Grantee requiring Grantor's consent or approval shall not be deemed to waive or render unnecessary Grantor's consent to or approval of any subsequent act by Grantee. Any waiver by Grantor of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

38. ACCORD AND SATISFACTION

Grantor is entitled to accept, receive and cash or deposit any payment made by Grantee for any reason or purpose or in any amount whatsoever, and apply the same at Grantor's option to any obligation of Grantee and the same shall not constitute payment of any amount owed except that to which Grantor has applied the same. No endorsement or statement on any check or letter of Grantee shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Grantor's right to recover any and all amounts owed by Grantee hereunder and the Grantor's right to pursue any other available remedy.

39. ENTIRE AGREEMENT

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Grantor and Grantee other than herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Grantor or Grantee unless in writing and signed by them.

40. HEADINGS

The headings of the sections and paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

41. DEFAULT AND REMEDIES

A. DEFAULT

The occurrence of any one or more of the following shall constitute a material breach of this Agreement by Grantee and an "Event of Default":

1. Grantee's failure to pay Base Rent or Additional Rent when due;
2. Grantee's failure to perform or observe any other of Grantee's obligations under this Agreement that are left uncured for a period of ten (10) business days after Grantee receives notice from Grantor setting forth the failure in question (or if cure of such failure cannot be reasonably accomplished in such ten (10) day period, Grantee's failure to commence cure in such period and diligently prosecute the same to completion);
3. Grantee's default under any other Agreement(s) with Grantor;
4. Grantee's disbanding, dissolution or cessation of Grantee's continuous business operations;
5. Grantee shall become insolvent, take the benefit of any insolvency law, make a general assignment for the benefit of creditors, or consent to liquidation of all or substantially all of its assets;
6. Failure to maintain as current Grantee's corporate or governmental charter, as applicable;
7. The assessment of a tax lien upon Grantee's business operations or the Premises;
8. The filing by Grantee of a voluntary petition in bankruptcy;
9. The institution of proceedings in bankruptcy against Grantee and the adjudication of Grantee as a bankrupt pursuant to such proceedings if such adjudication remains un-vacated or un-stayed for a period of sixty (60) days;
10. The taking by a court of Grantee and its assets pursuant to proceedings brought under the provisions of any state or federal reorganization act if the judgment of the court remains un-vacated or un-stayed for a period of thirty (30) days;
11. The appointment of a receiver of Grantee's assets if such appointment by a court remains un-vacated or un-stayed for a period of thirty (30) days; or
12. Grantee assigns, sublets or otherwise conveys any interest in this Agreement in violation of Section 30.

B. REMEDIES

If an Event of Default occurs, Grantor, in addition to the remedies provided for in this Agreement or under applicable law, may do any one or more of the following:

1. Grantor may, at any time after the occurrence of any Event of Default, whether or not this Agreement has been terminated, re-enter and repossess the Premises and may either in its own name, as agent for Grantee if this Agreement has not been terminated, or for its own behalf if this Agreement has been terminated, relet all or any part of the Premises; provided that Grantor shall not be required to accept any tenant proposed by Grantee, or observe any instruction given by Grantee about such reletting. No such re-entry or taking possession of the Premises shall be construed as an election on the Grantor's part to terminate this Agreement unless written notice of such election by Grantor is given to Grantee. Notwithstanding any such reletting without termination, Grantor may at any time thereafter elect to terminate this Agreement for any previous breach or default.
2. Grantor shall be entitled to terminate this Agreement through process of law and recover (a) all Rent which has accrued prior to the date of such termination and which is then due and payable; (b) damages for the period following the termination of the Agreement, based upon any and all amounts of Rent, which Grantee would have been obligated to pay for the balance of the Term, and Grantor may declare such sums to be immediately due and payable; and (c) any and all sums under subparagraph 7 below.
3. Grantor may from time to time, without terminating this Agreement, enforce all of its rights and remedies under this Agreement.
4. Neither this Agreement nor any rights or privileges hereunder shall be an asset of Grantee in any bankruptcy, insolvency or reorganization proceeding. If Grantor shall not be permitted to terminate this Agreement because of the provision of the United States Bankruptcy Code, Grantee or any trustee for it shall, within fifteen (15) days upon request by Grantor to the Bankruptcy Court, assume or reject this Agreement unless all defaults hereunder shall have been cured, Grantor shall have been compensated for any monetary loss resulting from such default, and Grantor shall be provided with reasonably adequate assurance of full and timely performance of all provisions, terms and conditions of this Agreement on the part of Grantee to be performed. Towards this purpose, Grantee agrees and consents to hereby waive any otherwise applicable stay of proceedings authorized or ordered by any competent court exercising jurisdiction over such proceedings, as such stay would apply to Grantor's exercise of its rights under this Agreement.
5. The failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights or remedies in this Agreement shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this Agreement or any act hereof, or the right of the party to thereafter enforce each and every such provision, right or remedy. No waiver or any breach or default of this Agreement shall be held to be a waiver of any other or subsequent breach or default. The receipt by Grantor of Rent at a time when the Rent is in default under this Agreement shall not be construed as a waiver of such default. The receipt by Grantor of a lesser amount than the Rent due shall not be construed to be other than a payment on account of the Rent then due, nor shall any statement on Grantee's check or any letter accompanying Grantee's check be deemed an accord and satisfaction, and Grantor may accept such payment without prejudice to Grantor's right to recover the balance of the Rent due or to pursue any other remedies provided in this Agreement. No act or thing done by Grantor or Grantor's agents or employees during the Term and any extension thereof shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Grantor.
6. Grantor may perform, in whole or in part, any obligation of which Grantee is in default, following the maturation of such default into an Event of Default, and Grantee shall pay on demand as Additional Rent any reasonable expenditures made pursuant hereto and the amount of any obligations incurred in connection herewith, plus per annum interest at the Default Rate from the

date of any such expenditure until the date of payment in full, and Grantor's performance until payment therefor by or on behalf of Grantee shall not constitute a cure of such default by Grantee.

7. The Grantee shall be responsible for all of the Grantor's reasonable costs and expenses, including attorneys' fees, in enforcing any and all provisions of this Agreement, as well as all reasonable costs and expenses, including attorney's fees, incurred arising from any default under this Agreement. All such reasonable costs and expenses shall constitute Additional Rent and shall accrue interest at the Default Rate from the date of such expenditure until paid in full by or on behalf of the Grantee.
8. No right or remedy herein conferred upon or reserved to Grantor or Grantee herein or by law is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing by law or in equity or by statute.

C. OPPORTUNITY TO CURE

1. Before any Remedy contemplated in this section may be initiated, Grantor must provide notice of the alleged Default to Grantee in writing. The writing shall indicate the nature of the default and a proposed remedy. Within seven (7) days of the written notice of Default, Grantee shall have the opportunity to cure the Default. Grantor shall not have any right to enforce a Remedy once the Default has been cured.

42. FORCE MAJEURE

No party to this Agreement will be liable for failure to perform hereunder if such failure is the result of Force Majeure, and any time limit for performance expressed in this Agreement will be extended for the period of any delay resulting from any Force Majeure. "Force Majeure" will mean causes beyond the reasonable control of the obligated party such as, but not limited to, weather conditions, acts of God, acts of terrorism, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by utility companies, fire or other casualty, or action of government authorities and will include in any case delays caused by the other party (including, without limitation, any delay caused by such other party's exercise of its right to approve or disapprove the actions of the obligated party hereunder).

Grantee shall notify Grantor in writing within five (5) business days following any event or occurrence causing the delay and extent of the delay which may be incurred. Failure to timely so notify shall bar Grantee from asserting any claim for that delay.

43. SUBORDINATION TO GRANTOR'S FEDERAL OBLIGATIONS.

This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreement between Grantor and the United States relative to the development, operation, or maintenance of the Airport. In the event that the Grantor, through its Chief Executive Officer, reasonably determines that this Agreement or any provision contained herein causes or may cause a violation of any agreement between the Grantor and the United States, the Grantor shall have the unilateral right to modify or terminate this Agreement to ensure the Grantor's compliance with all such agreements with the United States.

[signatures on following page]

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS:

GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY

By

TORY RICHARDSON
ITS PRESIDENT & CEO

GRANTOR

WITNESS:

CASCADE CHARTER TOWNSHIP

By

GRACE LESPERANCE
ITS TOWNSHIP SUPERVISOR

WITNESS:

By

ADAM MAGERS
ITS FIRE CHIEF

GRANTEE

EXHIBIT A

STANDARD COVENANTS

The following standard covenants are incorporated into all concessions and agreements at the Gerald R. Ford International Airport to the extent applicable to Grantee's operations, as may be amended from time to time. A material breach of any of the following covenants shall constitute a material breach of Grantee's underlying agreement.

I. Covenants Against Discrimination.

Grantee agrees to the following covenants and assurances required or recommended by the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), the Michigan Department of Transportation or by Federal or Michigan statute:

- A.** It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Kent County Aeronautics Board (the "Board") reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.
- B.** Grantee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land (1) that no person on the grounds of race, color, creed, sex, age, or national origin or handicap shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that, in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap; (3) that Grantee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; (4) and that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- C.** Grantee agrees to furnish its services on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that Grantee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Grantee further agrees to comply with 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), which sets minimum wage, overtime pay, recording keeping, and child labor standards for full and part-time workers.
- D.** Grantee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E ("Subpart E"), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in Subpart E. Grantee assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any programs or activity covered by Subpart E. Further, Grantee agrees that it will require that its covered sub-organizations provide assurance to the Board that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by Subpart E, as to the same effect.
- E.** Grantee agrees for itself and its subcontractors not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this agreement. (MCL 37.1209, 37.2209)
- F.** Grantee agrees that it will comply with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101 et seq., and with all regulations and orders promulgated there under.
- G.** If Grantee is covered by 49 CFR Part 23, then Grantee agrees that this Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Grantee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F. Grantee agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

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H. Grantee agrees that it shall insert the above covenants and assurances in any agreement by which Grantee grants a right or privilege to any person, firm or corporation to render accommodations or service to the public on the Premises occupied by Grantee.

In the event of breach of any of the above covenants, the Board shall have the right to terminate the Agreement and to reenter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Board shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event further covenants and/or assurances are required of the Board by the Department of Transportation or FAA which are applicable to this Agreement, Grantee agrees that it will conform with the provisions thereof so long as this Agreement is in effect.

II. Safety and Security Procedures.

Grantee acknowledges that the Board is subject to safety and security requirements (law, orders and regulations) now and hereafter mandated by the FAA, the TSA and other federal, state and local agencies, including without limitation 14 CFR Part 139, 49 CFR Parts 1540 and 1542, and Grantee agrees that it and its employees will comply with all requirements of the FAA, TSA, or other agency and all provisions of the Board's Safety and Security Program adopted for the purpose of implementing the safety and security requirements of the FAA, TSA, or other federal, state or local agency.

In the event the Board is notified by the FAA, TSA, or other federal, state or local agency, of a violation of safety or security regulations by an employee or agent of Grantee, the Board shall provide Grantee with a copy of such notice as it affects Grantee. If the Board is assigned a penalty or fine because of such violation, Grantee agrees that payment of such fine shall be the responsibility of Grantee and that such fine shall be paid by Grantees as an additional fee and that if such fine is paid by the Board, Grantee will reimburse the Board on demand for the amount paid by it.

In the event that further safety and security procedures are mandated by the Department of Transportation, the FAA, the TSA, or other federal, state or local agency which are applicable to this Agreement, Grantee agrees that it will conform with the provisions thereof so long as this Agreement is in effect.

Grantee agrees to provide a work environment that is free from recognized hazards that may cause death or serious physical harm to any employee. Grantee retains full responsibility to monitor its compliance with applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving," (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Grantor encourages the Grantee to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities.

III. Environmental Regulations.

A. Grantee shall comply with the following environmental regulations:

1. **Board's Consent Required.** Grantee shall not cause or permit any Hazardous Materials, as defined below, to be stored or used on or about the Premises by Grantee, its agents or employees, except in compliance with Environmental Laws as described below.
2. **Compliance with Environmental Laws.** Grantee shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about or from the Premises (collectively "Environmental Laws").
3. **Hazardous Materials Handling.** Grantee shall, at its expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required for Grantee's use of the Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Premises. Except for discharges into the sanitary sewers, Grantee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Grantee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the term of the Agreement, Grantee shall cause all

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Hazardous Materials to be removed from the Premises and to be transported for use, storage, disposal or recycling in accordance and compliance with all applicable Environmental Laws; provided, however, that Grantee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying the Board of Grantee's intention to do so and affording the Board sufficient opportunity to appear, intervene, or otherwise appropriately assert and protect the Board's interest with respect thereto.

- 4. Notices.** If at any time Grantee shall become aware, or have reasonable cause to believe, that any Hazardous Material has come to be located on or about the Premises in violation or potential violation of Environmental Laws, Grantee shall, promptly upon discovering such presence or suspected presence of the Hazardous Material, provide Board with written notice of that condition. In addition, Grantee shall promptly notify Board in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Grantee or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the Premises, including any complaints, notices, warnings, or asserted violations in connection therewith. Grantee shall also supply to Board as promptly as possible, and in any event within five (5) business days after Grantee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises or Grantee's use thereof. Grantee shall promptly deliver to Board copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.
 - 5. Definition of Hazardous Materials.** As used in this Agreement, "Hazardous Material or Materials" means, any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, (iv) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq.
 - 6. Energy Conservation Requirements.** Grantor and Grantee agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et. seq).
- B.** Grantee shall indemnify, defend and hold harmless the Board, the Department, and the County, including their officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of usable space or of any amenity of the Premises) costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Premises or any property whatsoever, arising from or caused by the Grantee's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this Agreement. Grantee's obligations under this Paragraph B shall include, without limitation, and whether foreseeable or unforeseeable, any and all necessary and reasonable costs incurred in connection with any investigation of the condition of the Premises, and any and all reasonable costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. Except as otherwise barred by an applicable period of limitations, Grantee's obligations under this Paragraph B shall survive the expiration or earlier termination of the term of the Agreement.
- C.** Notwithstanding any provisions of this Agreement to the contrary, the Board, at its sole discretion, shall have the right to enter and inspect the Premises, including Grantee's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Grantee's business, to investigate the presence of potential presence of Hazardous Materials on the Premises in violation of Environmental Laws. During such inspection, the Board shall have the right to visually inspect the Premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. The Board shall pay for the necessary and reasonable costs of such investigations subject to the Authority's right to reimbursement if the results of such investigation indicate the presence of Hazardous Materials on or about the Premises is in violation of Environmental Laws and such violation was solely caused by Grantee.

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- D. Grantee acknowledges that the Airport holds a National Pollution Discharge Elimination System ("NPDES") Permit authorizing the discharge of storm water from the Airport ("Permit"). The Permit requires, in part, the implementation of best management practices ("BMPs") with regard to the use of ant-icing and deicing materials (collectively "Deicing Materials") and the collection of storm water containing Deicing Materials. The BMPs are described in the Airport's Deicing Management Plan ("Plan"). The Permit and the Plan are incorporated by reference into this Agreement as if printed in their entirety herein.
- E. Grantee shall not be responsible in any way under these Standard Covenants for environmental contamination for which there is no direct causal connection to Grantee's activities and occupancy of the Premises as contemplated in this Lease Agreement. Further, Grantee will not be responsible under these Standard Covenants for any environmental contamination which predates Grantee's occupancy of the Premises or which occurs at a location other than the Premises.
- F. Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Grantee agrees to report any violation to the Grantor immediately upon discovery. The Grantor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

IV. Future Airport Use and Development

- A. The Grantor reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.
- B. The Grantor reserves the right, but shall not be obligated to the Grantee, to maintain and keep in repair the landing areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Grantee in this regard.
- C. This agreement shall be subordinate to the provision of and requirements of any existing or future agreement between the Grantor and the United States, relative to the development, operation, or maintenance of the airport.
- D. The Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises leased or occupied by Grantee.

V. Through-the-Fence Operations Prohibited.

Grantee's ground access to the public landing areas of the Airport by aircraft or otherwise is strictly prohibited.

**EXHIBIT B
PREMISES**

To be added!

99999.ATHIBODE:5653782-1

To: Ken Peirce, Treasurer

From: Craig Meurlin

Cc: Supervisor Lesperance; Ms. McHale-Adams; Michael Homier, Esq.

Re: Some Financial Items to Consider - October 27, 2021 Trustees' Meeting

I am asking that Supervisor Lesperance have these questions/comments read into the minutes of the meeting as I am not able to be there in person for medical reasons. Ken, I was just released from Blodgett yesterday and so did not have time to give you more advance warning – as I always try to do. As you can see, these are all in my role as a private citizen who wants there to be real transparency and accurate reporting in CCT. I think that you are not being well represented by the Senior Staff, in terms of financial transparency. I don't know if you, as the "Treasurer" are responsible for the books of account (that has always come under a different function in non-municipal settings (the Comptroller side of the CFO's department and not the treasurer's side), so don't even know how much you would regularly get into things like this. But I felt I owed you at least a few hours of advance notice. Hopefully, Ben has some answers for these questions.

1. **Silver & Van Essen Billings**: You now account for the billings of this law firm, representing the Township in the PFAS issues, under Fund 246 – The IRF Fund.
 - a. Have you accounted for their billings under that fund since they started to represent us in the PFAS matter, or did you previously account for them under another Fund? I was not able to find them under Fund 246 always.
 - b. If another fund was used, what was the fund, why was it appropriate to put the billings there and why was there a change? And were those earlier expenses identifiable to the public as Silver & Van Essen billings on your public disbursement reports?

2. **Township Manager Office Costs**: My understanding is that there is no separate account showing on the books of account for the Township Manager and Assistant Township Manager. They are collapsed under the Supervisor's Department (101-171). In the most recent budget review and amendment, it is at least identified by Supervisor/Manager, but I did not know if the Department name has been changed. But whether or not the name has been changed, the salary and other costs of all three people (the Supervisor, the Town Manager and the former Assistant Town Manager) were simply combined in the monthly reporting. In the annual budget approval (last done 11/20/2020) it shows that both are included
 - a. Is my understanding correct? If so, isn't that inappropriate? It hides the costs of now one but formally two of our senior staff from the public and inappropriately could leave the public thinking that the Supervisor earns far more than she does.
 - b. Since the costs of the Clerk, the Treasurer, the Assessment Dept. and so many other discrete areas of our township government, are separately accounted for and visible to the public, isn't it appropriate, in the interests of transparency and just proper accounting, for a separate accounting grouping be made for the Township Manager and his Assistant or Assistant Manager (if it is determined that a new Assistant Town Manager is even necessary)?

3. **Assistant Town Manager Costs:** Previous to this year and budgeted for this year as well, a significant portion (50%) of the costs of Asst. Town Manager Fast's compensation was paid for from the Police Fund. But it is not transparent to the public in the budget reports (it is identified in the annual budget presentation to the Board – see 11/30/2020) but not in the financial statements delivered to the Board and public on a quarterly basis) and in fact seems purposely hidden.

a. In the 2021 Budget, there are two very unusual entries:

- i. Under revenues for the General Fund (101), there is at the very end "Transfer from [blank] - \$40,362 (acct: 101-000-699-100). This "transfer from blank" has been present for multiple years.
- ii. Under the Police Fund (Fund 207), there is an entry "Transfer to Other Fund" of \$40,362 for 2021 (Acct: 207-965-999-000).
- iii. Why can't the source of this transfer be identified in the General Fund and the recipient of the transfer be identified in the Police Fund? Seems very strange and raises suspicions.

b. Perhaps it is because of the source of the funds is the Police Fund. These are millage moneys and the millage approved in 2013 said the money was to be used to "fund the operation of the East Precinct of the Kent County Sheriff's Department and continue 24 hour police protection coverage within the Township." It went on to say a small portion (less than \$10,000 in year 1) could go to the DDA for its use. But there is no reference to using police millage money to pay for the Assistant Town Manager. I do not know whether this is legal or illegal, but it is certainly inappropriate and contrary to the language of the millage approved by the taxpayers. This is yet another example of hiding the reality of what costs are in Cascade from the average citizen.

4. **Townhall Costs:** I have already sent in my letter detailing some of the additional costs that should be included in the overall costs of the new Townhall (including the costs of the delay in occupancy). That letter led to Progressive sending a reply letter to say I was wrong and that the project was on time and on budget. I agree with them, if you assume the things that they do – but we all know the old saying about "assumptions" (which I will forego repeating). At the very least they can lead to misleading conclusions (100% accurate but 90% misleading). The Town Hall project is a classic example of putting costs in different accounts in different years, such that the total costs are never disclosed and so there is no accountability for statements made to the Board (and the public).

I would ask that the Forensic Accountant now reviewing the Townhall project inquire about the following (and I use these only as examples – I would be happy to provide more to her):

- a. Ask when the project was "closed" as an accounting entry on the Township books (so that no other costs could be put into the renovation project account – ensuring that some significant costs might be missed as they would have to be put into different accounts on the Township books of account and so never be associated officially with

the Townhall project. Were there open items on a “punch list” at that time the account was closed and if so, were the items on the punch list linked to the project for accounting purposes? Was there ever a punch list and, if not, why not? Even with large projects, I have always recommended clients have them and have used them myself on home projects.

- b. Having a generator for the new Townhall should to my mind be viewed as a part of the project (given the IT demands of the Township). Yet it falls in a different year and a different account. As I recall, the cost was \$70,000.
- c. The costs of the delay from July 2020 to March 2021 were not included in the overall costs of the project to the Board. Those include at least the extra lease and utility payments on the property used by the Inspections Department. I am not even considering the delay that caused in starting the Fire Station #1 project (given that this project was delayed by the airport lease issues, as well as other problems identified).
- d. I note that the HVAC system did not work effectively when the Town Hall opened; there were a number of fans in service in the offices and the entry way had heat on to make that area very unpleasant. I have heard, second hand, that the HVAC was not complete when the Townhall was opened and so could not have worked effectively; I have no idea if this is true or not. I did note an HVAC expense in 2021 of significance but where that work was done is not indicated. Is this just the completion of the original HVAC work that was needed to complete the original project? I suggest that the Forensic Auditor ask Progressive’s HVAC person on the project if the HVAC system was really completed as part of their renovation costs – such that it would work correctly throughout the building? Or was part of it not completed so as to keep the costs of the renovation down and within contract parameters – and with the knowledge that it could be dealt with later?
- e. Finally, and to my mind a fundamental problem that leads to the trust deficit between the Township government and the citizens. I would just bring back to everyone’s mind the representations made by the Town Manager and Progressive in late 2019 and early 2020 about the costs of the projects and compare them to representations made to the Board in August 2020 when a new cost estimate was established:

In December 2019, the Board approved the purchase of the Tahoe building. In the material for the BOT meeting of 12/11/2019, there is a memo from Town Manager Swayze to Supervisor Beehan that says:

- *Progressive worked with staff “to develop a “test fit” schematic floor plan and to estimate the probable renovation cost. **The plan indicted [sic] the Township would be able to operate effectively, and the renovation costs should be around \$550,000.”***

The slide in the presentation relating to the design and cost from that meeting is attached to this note. It says among other things:

- *That this design “would meet current operational needs and allow for organic growth in the organization.”*
- *That the cost would be (together with the land and building purchase price) “\$2 million vs \$4-\$5+ million for an addition to the Wisner Center or facility on the current site.”*

In the Manager’s Comments (Article 12 of the Minutes for this meeting), the minutes include the following as comments by Manager Swayze.

- *Design and build process for the new building will take about six months.*
- *Anticipated move-in will be right around the 4th of July.*

What is not stated there is that at approximately the same time, the Township Staff was engaging Progressive to do a comprehensive redesign of the new building that would only be concluded and brought to the Board in August of 2020. Here are some of the statements made in the materials presented to the Board for the August 2, 2020 meeting). It was at this meeting that the new costs and timeline were approved:

- **The revised budget estimates were \$926,396, an increase of \$348,423 from that estimated in January of that same year. (numbers are from Progressive letter of 3/22/2021, providing more specific numbers than those presented to the Board as shown below). This reflected an increase of slightly over 60% from their January estimates.**

Certainly, the largest reason for the increase came from significant design changes. Whether those changes are things that the Staff may have viewed before as “wants” now being viewed as “needs” or whether they were fully legitimate “essential” changes is something I am not in a position to evaluate. Some of the major items stated by TM Swayze in his cover memo to justify the added costs are set forth in an addendum to this memo.

Here are some of the conclusions made by TM Swayze made on page 2 of his memo:

- **Project Programming:** During the design process, Township staff worked with the design team to only include the essential programming that enables staff to efficiently deliver services to Township residents. No additional amenities where [sic] included in the project.

- **Building Renovation:** The current design reflects the minimum appropriate renovation to effectively use the newly acquired building.
- **Pandemic Planning:** The creation of enclosed offices and longer patron counters in the design supports a safe work environment for staff and visitors.

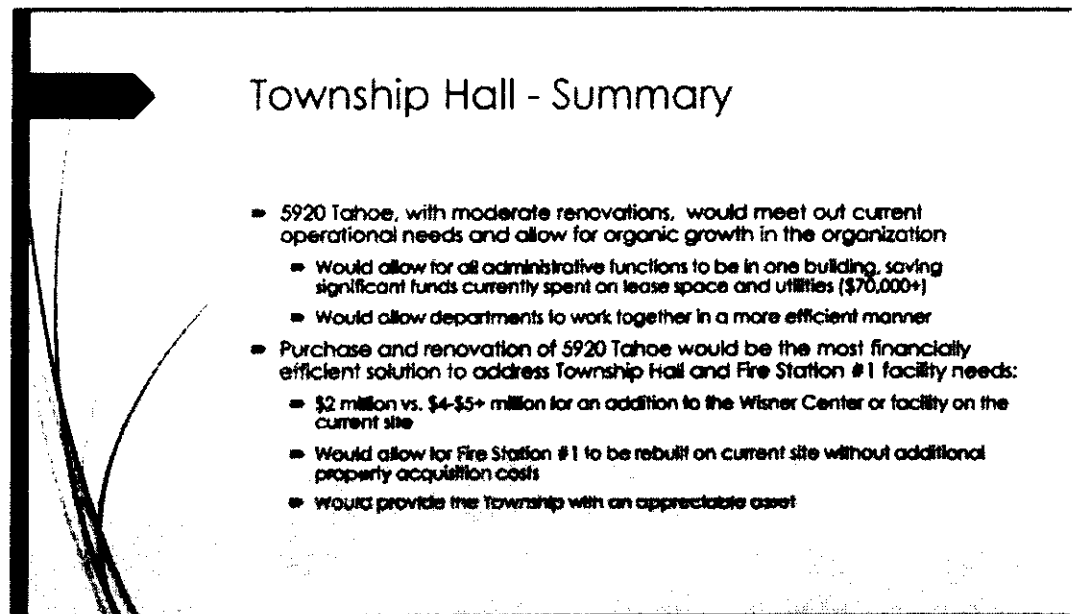
[I am sure that the Pandemic did lead to some changes, but it is not cited as the major reasons for what seems to have been a significant redesign.]

But to say in August 2020 that this is the “minimum appropriate renovation to effectively use” the building after saying in December 2019 that the design shown then “would meet current operational needs and allow for organic growth in the organization” seems to be contradictory unless something very significant had changed in the interim (and none was mentioned in the materials). It leads me, as a private citizen, to ask which statement was inaccurate (or perhaps an intentional misstatement designed to mislead the Board and the public)? Or were parts of both inaccurate or misleading?

ADDITIONAL DETAIL REFERENCED IN MEMO

December 2019

The following slide was a part of the presentation to the Board and the public to gain approval of the purchase of the Tahoe property:



Township Hall - Summary

- 5920 Tahoe, with moderate renovations, would meet out current operational needs and allow for organic growth in the organization
 - Would allow for all administrative functions to be in one building, saving significant funds currently spent on lease space and utilities (\$70,000+)
 - Would allow departments to work together in a more efficient manner
- Purchase and renovation of 5920 Tahoe would be the most financially efficient solution to address Township Hall and Fire Station #1 facility needs:
 - \$2 million vs. \$4-\$5+ million for an addition to the Wisner Center or facility on the current site
 - Would allow for Fire Station #1 to be rebuilt on current site without additional property acquisition costs
 - Would provide the Township with an appreciable asset

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August 2020

August 2020 Major reasons cited by TM Swayze in his cover memo for the increase in costs:

- **Additional Ramp & Restroom Modifications to become ADA complaint [sic] [wouldn't this have been identified in the initial due diligence?]**
- **New & more efficient lighting package**
- **HVAC upgrades for new office layout/additional offices**
- **Operable partition in large conference area**
- **New ceilings**
- **Larger service counter**
- **Fire suppression modifications due to new office layouts**
- **Additional night deposit facilities**