

**AGENDA
CASCADE CHARTER TOWNSHIP
REGULAR BOARD MEETING**

Wednesday, January 11, 2023

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/81664603678>

Meeting ID: 816 6460 3678

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.

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 – 12/14/22

b. Receive and File Reports

1. Treasurer’s Department Report – October 2022

2. Building Department Report – December 2022

3. Strategic Plan Implementation Committee – December 2022

4. East Precinct – 3rd Quarter 2022

5. Sabo PR – 4th Quarter 2022

c. Receive and File Education Requests

1. Krissi Brott-MAMC Clerk Institute-Mar. 19-24, 2023-Mount Pleasant, MI

d. Receive and File Communication

1. Staff Memo Re: Boards and Commissions Schedule

2. KCRC Letter Re: Cascade Road Project

Township Board Agenda

January 11, 2023

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- Article 7. Financial Actions**
a.
- Article 8. Unfinished Business**
- Article 9. New Business**
- 001-2023 Consider GVMC Request to Township to Host Public Open House re: Airport Access Study**
- 002-2023 Consider BS&A Cloud Upgrade – Software and Services Proposal**
- 003-2023 Consider Spectrum Mid-America Franchise Agreement Renewal (Resolution) (Roll Call)**
- 004-2023 Consider Supervisor Appointments to Various Boards and Commissions**
- Article 10. Discussion**
1.
- Article 11. Public Comments – Any comments...whether it is on the agenda or not. (Limit comments to 3 minutes)**
- Article 12. Manager Comments**
- Article 13. Board Member Comments**
- Article 14. Adjournment**

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

Wednesday, December 14, 2022

Wisner Center

2870 Jacksmith Dr SE

Grand Rapids, MI 49546

And Virtual Zoom Meeting

7:00 P.M.

HYBRID FORMAT

- Article 1.** Supervisor Lesperance called the meeting to order.
Present: Supervisor Lesperance, Clerk Slater, Trustees Koessel, McDonald, Shipley and Noordhoek
Absent: Treasurer Peirce (excused)
Also Present: Township Manager Swayze, Township Engineer Thorne, Planning Director Hilbrands, Deputy Clerk Brott, and those listed in the Supplement
- Article 2.** Supervisor Lesperance led the Pledge of Allegiance.
- Article 3. Approval of Agenda**
Motion by Trustee Shipley, seconded by Trustee McDonald to approve. Motion carried unanimously.
- Article 4. Presentations**
None
- Article 5. Public Comments-Anything on the Agenda not scheduled for a public hearing. (limit comments to 3 minutes)**
1. Ginny Wanty-6255 Heathmoor Ct-A deer was killed in Burton Park yesterday with a bow-and-arrow. Hopefully the cameras will give more information.
- Article 6. Approval of Consent Agenda**
a. Receive and File Minutes
1. Township Board – 11/16/2022
2. Township Board Budget Work Session - 11/29/2022
3. Township Board Budget Work Session - 12/06/2022
4. Planning Commission – 10/03/2022
5. Planning Commission – 10/17/2022
b. Receive and File Reports
1. Treasurer’s Department Report – September 2022
2. Building Department – November 2022
c. Receive and File Education Requests
None
d. Receive and File Communication
None
Motion by Trustee Koessel, seconded by Trustee Shipley to approve the Consent Agenda.
Motion carried unanimously.

Article 7. Financial Actions

- a. Consider Approval of October 2022 Financial Reports
- b. Consider Approval of November 2022 Payroll, Payables and Transfers
- c. Consider Approval of November 2022 Financial Reports
- d. Consider FY 2022 Budget Amendments

Motion by Trustee Koessel, seconded by Trustee Shipley to approve Article 7, a through c. Motion carried unanimously.

Motion by Trustee McDonald, seconded by Trustee Shipley to approve FY 2022 Budget Amendments Resolution, Article 7, d. Motion carried unanimously by roll call vote.

Article 8. Unfinished Business

None

Article 9. New Business

092-2022 Consider Special Assessment Warrant Resolution for the Year 2022 (Roll Call)

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

093-2022 a.) Public Hearing – Consider Approval of New 5-Year Parks & Recreation Master Plan

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

1. Rik Brown-Cascade Woods Neighborhood-Frustrated with erosion problem. Complimented Parks Chair Ginny Wanty for her work. Supports the idea of a Parks Director who will encourage utilization of parks.

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

b.) Consider Approval of Resolution to Adopt the 2023-2027 Cascade Township 5-Year Parks & Recreation Master Plan (Roll Call)

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

094-2022 Consider Amendments to the FY 2023 Township Fee Schedule

Motion by Clerk Slater, seconded by Trustee Koessel to approve. Motion carried 5-1 by roll call vote. In favor-Clerk Slater, Trustees Koessel, McDonald, Noordhoek, and Shipley. Opposed-Supervisor Lesperance.

095-2022 Consider Resolution of General Fund Support to the Fire Fund (Roll Call)

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

096-2022 a.) Public Hearing – FY 2023 Operating and Special Fund Budgets

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

1. John Driscoll-7341 Cascade Terrace-What is the residential occupancy rate?
Manager Swayze responded.
2. Rik Brown-Spoke about diversification of tax base.

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

b.) Consider a Resolution to Adopt the FY 2023 Cascade Charter Township General and Special Fund Budgets (Roll Call)

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

097-2022 Consider Resolution to Approve the Intent to Levy the 2023 Millage Rates (Roll Call)

Motion by Trustee Shipley, seconded by Trustee McDonald to approve with the option to review mid-year. Motion carried unanimously by roll call vote.

098-2022 Consider the 2023 Pathway Repair and Maintenance Program Bids

Supervisor Lesperance thanked Township Engineer Thorne and the Pathways Committee for their hard work.

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

099-2022 Consider a Resolution to Adopt Amendment No. 2 to the Agreement for Township Law Enforcement Services at the East Precinct (Roll Call)

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

100-2022 Consider the 2023 Meeting Schedule

Motion by Clerk Slater, seconded by Trustee Shipley to approve. Motion carried unanimously.

101-2022 Consider Appointments to Boards and Commissions

Considerable discussion.

Motion by Trustee Shipley, seconded by Clerk Slater to approve the resident committee appointments. Motion carried unanimously by roll call vote.

Motion by Clerk Slater, seconded by Trustee Noordhoek to approve the Township Board standing committees. Motion failed 3-3 by roll call vote. In favor-Supervisor Lesperance, Trustees Noordhoek and Shipley. Opposed-Clerk Slater, Trustees Koessel and McDonald.

Article 10. Discussion

None

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

1. Rik Brown-Appreciates responsiveness of current Supervisor.
2. Jeff Coffey-3990 Buttrick-Would like to see the pathways extended to rural areas.

3. Brian Holcomb-3415 Glenstone Ct-Re speed limit sign: Requested it be placed on Thornapple River Drive between Thornhills and 36th St. Manager Swayze will follow up with Deputy Dieppa. Requested an update on EGLE communication. A report will be given in January.
4. Ken Van Der Kolk-7200 Leyton-Where will increased park fees go? Where does the Building Department revenue go? Would like to know where all the fees collected from other municipalities go. They are overcharging for the time spent.

Article 12. Manager Comments

1. Fire Station #1 construction is three (3) weeks ahead of schedule, per the information communicated at the most recent biweekly Fire Station #1 meeting.

Article 13. Board Member Comments

1. Trustee Shipley-Thanked everyone in attendance.
2. Supervisor Lesperance-Requested a status report on the replacement of trees cut down during construction at Whitneyville.
3. Trustee Koessel-Wished everyone a Merry Christmas and a Happy New Year.

Article 14. Adjournment

Motion by Trustee Shipley, seconded by Clerk Slater to adjourn. Motion carried unanimously.
Meeting adjourned at 8:35 pm.

Krissi Brott
Deputy Clerk

Approved by:

Grace Lesperance, Supervisor

Susan B. Slater, Clerk

TREASURER'S DEPARTMENT

CASCADE CHARTER TOWNSHIP

TAX ACCOUNTS

OCTOBER 2022

BANK BALANCES

TOWNSHIP BALANCES

BANK AMOUNT

REGISTER AMOUNT

FLAGSTAR BANK

FLAGSTAR BANK

TAX CHECKING \$309,966.74

TAX CHECKING \$309,966.74

FLAGSTAR BANK

FLAGSTAR BANK

DELINQUENT TAX \$37,124.92

DELINQUENT TAX \$37,124.92

FLAGSTAR BANK

FLAGSTAR BANK

TAX WIRE ACCT \$87,526.63

TAX WIRE ACCT \$87,526.63

GRAND TOTAL \$434,618.29

GRAND TOTAL \$434,618.29

Oxana 12/6/22

Kenneth B. Peirce 12/7/22

Submitted by
OXANA SOURINE
DEPUTY TREASURER

Date

Reviewed by
KENNETH B. PEIRCE
TREASURER

Date

FUND	INSTITUTION	DEMAND DEPOSIT		CDs			SECURITIES			TOTALS	
		\$	%	\$	%	DATE	\$	%	DATE	\$	%
101 GENERAL FUND	FLAGSTAR	816,374.46	0.80								
	FLAGSTAR MMA	14,753.85	2.30								
	KENT CTY PDOL	1,187,104.92	1.83								
	MI CLASS	1,976,729.39	3.15								
	ADVENTURE CU			561,348.57	1.05	9/24/2025					
	HORIZON BANK			528,044.90	2.35	6/21/2023					
	GRAND RIVER			540,233.00	2.50	12/19/2023					
	CONSUMERS CU			269,648.86	0.75	1/8/2023					
	LMCU			1,044,648.34	0.90	6/2/2024					
	MSUFCU			508,051.52	2.50	8/24/2025					
	COMERICA SECUR							500,015.63	1.13	1/26/2028	
TOTAL GENERAL FUND		3,994,962.62	2.23	3,451,975.19	1.62			500,015.63	1.13		7,946,953.44 1.90
151 CEMETERY	LMCU	129,194.15	1.00	-							129,194.15 1.00
206 FIRE FUND	FLAGSTAR	120,679.50	2.30								
	MI CLASS	11,959.18	3.15								
	FIRST UNITED CU			279,704.93	1.45	10/26/2023					
	CONSUMERS CU			277,245.99	0.65	5/23/2023					
	ADVENTURE CU			517,081.41	1.95	2/27/2023					
TOTAL FIRE FUND		132,638.68	2.38	1,074,012.33	1.48			-			1,206,651.01 1.58
207 POLICE FUND	FLAGSTAR	559,805.92	2.30								
	NORTHPOINTE BANK	280,681.06	2.90								
	CIBC/ fna PRIVATE			828,328.94	1.00	3/25/2023					
	LMCU			412,782.10	1.00	3/18/2024					
TOTAL POLICE FUND		840,486.98	0.97	1,241,091.04	1.00			-			2,081,578.02 0.99
208 HAZMAT FUND	LMCU	44,052.86	0.75								44,052.86 0.75
209 OPEN SPACE	HUNTINGTON BANK	498,753.75	0.10								
	MI CLASS	384,280.94	3.15								
TOTAL OPEN SPACE		883,034.69	1.43	-							883,034.69 1.43
211 DAM REPAIR	MI CLASS	252,427.78	3.15								
	LMCU			348,202.46	1.00	3/10/2024					
TOTAL DAM REPAIR		252,427.78	3.15	348,202.46	1.00			-			600,630.24 1.90
216 PATHWAY FUND	MACATAWA	506,374.54	0.40								
	MI CLASS	109,636.36	3.15								
	GRAND RIVER			550,710.52	3.55	10/4/2024					
TOTAL PATHWAY FUND		616,210.90	0.89	550,710.52	3.55			-			1,166,921.42 2.15
220 LARAWAY LAKE IMP	FLAGSTAR	12,166.50	2.30								12,166.50 2.30
230 THORAPPLE RIVER	FLAGSTAR	119,950.51	2.30								119,950.51 2.30
243 BROWNFIELD R. A.	CONSUMERS CU	10,766.66	0.40								10,766.66 0.40
246 PUBLIC UTILITY	FLAGSTAR	689,333.01	2.30								
	MI CLASS	860,565.13	3.15								
	COMERICA SECUR							981,915.27	1.79	4/20/2023	
TOTAL PUBLIC UTILITY		1,549,898.14	2.77	-				981,915.27	1.79		2,531,813.41 2.39
248 DDA FUND	FLAGSTAR	339,189.58	2.30								
	MI CLASS	838,331.24	3.15								
	UNION BANK			263,178.58	2.45	8/26/2024					
	ADVENTURE CU			220,919.55	1.05	10/27/2025					
	COMERICA SECUR							1,176,107.61	4.00	10/31/2023	
TOTAL DDA FUND		1,177,520.82	2.91	484,098.13	1.81			1,176,107.61	4.00		2,837,726.56 3.17
249 BLDG. INSPECTION	FLAGSTAR BANK	1,322,030.91	2.30								
	FLAGSTAR BANK R.	248,310.01	2.30								
	MI CLASS	408,232.40	3.15								
	CONSUMERS CU	25.00	0.40								
	HUNTINGTON BANK										
	FNB OF AMERICA			320,815.75	0.90	10/18/2024					
	FNB OF AMERICA			111,514.75	0.70	12/18/2022					
	FNB OF AMERICA			226,536.98	1.05	9/18/2026					
	FNB OF MI			558,974.90	2.40	3/11/2024					
	INDEPENDENT BANK			337,109.88	2.80	9/16/2024					
TOTAL BLDG. INSPECT.	CHEMICAL BANK	1,979,598.32	2.48	1,554,952.26	1.25			297,989.22	2.28	6/28/2024	3,832,539.80 1.96
270 LIBRARY FUND	UNITED BANK	615,888.55	0.25								
	MI CLASS	471,416.73	2.24								
	WMCB	31.47		273,476.66	2.15	7/27/2023					
	LMCU			453,604.26	1.00	3/27/2024					
	NORTHPOINTE BANK			577,172.36	0.90	4/8/2023					
TOTAL LIBRARY FUND		1,087,314.75	1.11	1,304,253.28	1.20			-			2,391,568.03 1.16
282 CARES ACT FUND	LMCU	2,068,057.90	1.00								2,068,057.90 1.00
403 FIRE ST. #1	MI CLASS	5,773,052.45	3.15								5,773,052.45 3.15
701 T & A	HUNTINGTON BANK	176,364.46	0.10								176,364.46 0.10
701 JAMES TIMMONS	LMCU			12,400.00	1.10	3/22/2027					12,400.00 1.10
701 JACK SMITH INV.	HUNTINGTON BANK	23,133.33	0.10								23,133.33 0.10
701 HENRY KRAMER	HUNTINGTON BANK	15,379.81	0.10								15,379.81 0.10
TOTAL		13,045,101.96	3.62	10,021,695.21	1.51			2,956,027.73	2.61		33,863,935.25 1.53

Submitted by Oxana Sourine 12/20/22
Deputy Treasurer

Reviewed by Ken Peirce 12/21/22
Treasurer

Building Department

December Report Summary

- 716 permits issued & 1670 inspections performed
- Total “open permits” = \$2,283,268.90

December wrapped up an outstanding year for the department! Here are a few accomplishments:

- Smooth transition / addition of Plainfield and Vergennes Building
- Procedural updates that increase efficiency in permitting
- Online zoning approval & workflows for building permits
- Database “link” and improved payment process & controls in place
- Reporting improvements
- Strong financial position and prepared for 2023

Looking ahead to 2023...

- CLOUD conversion for BSA
- Continue search for Full-time Mechanical Inspector
- Enhance plan review process
- Update the department Strategic Plan

I am always happy to discuss and gather input/thoughts on department operations...please don't hesitate to reach out!

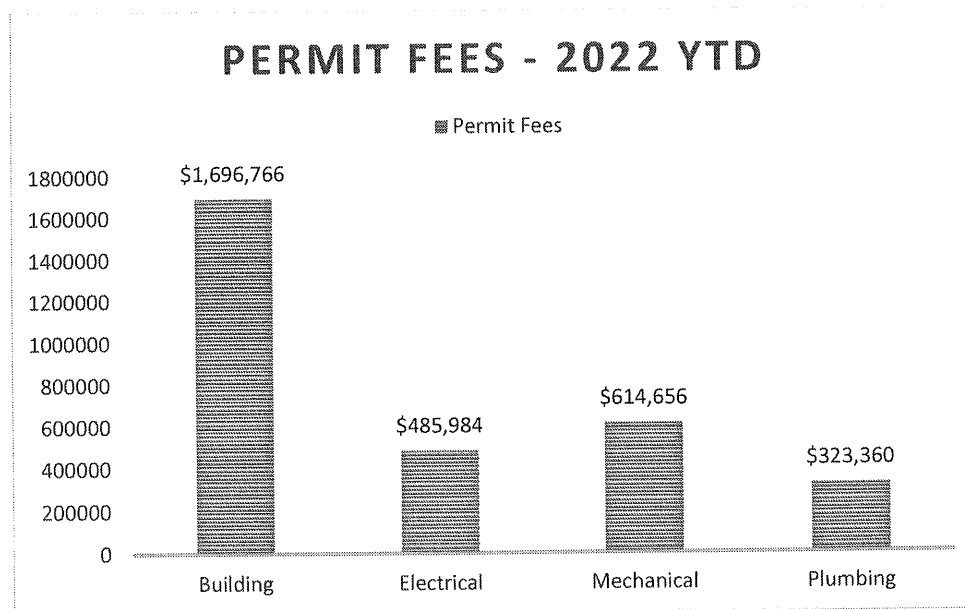
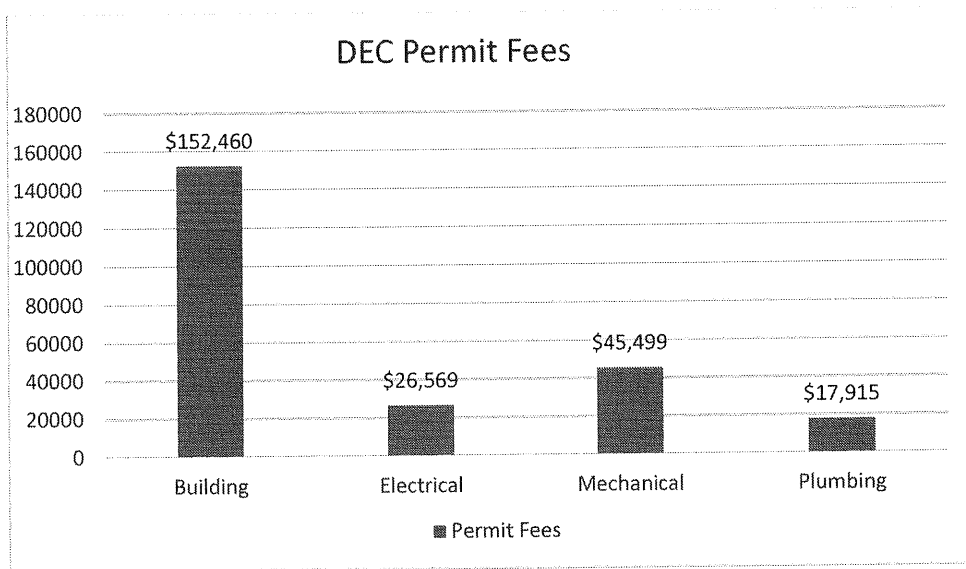
Brian Wilson

Director of Inspections

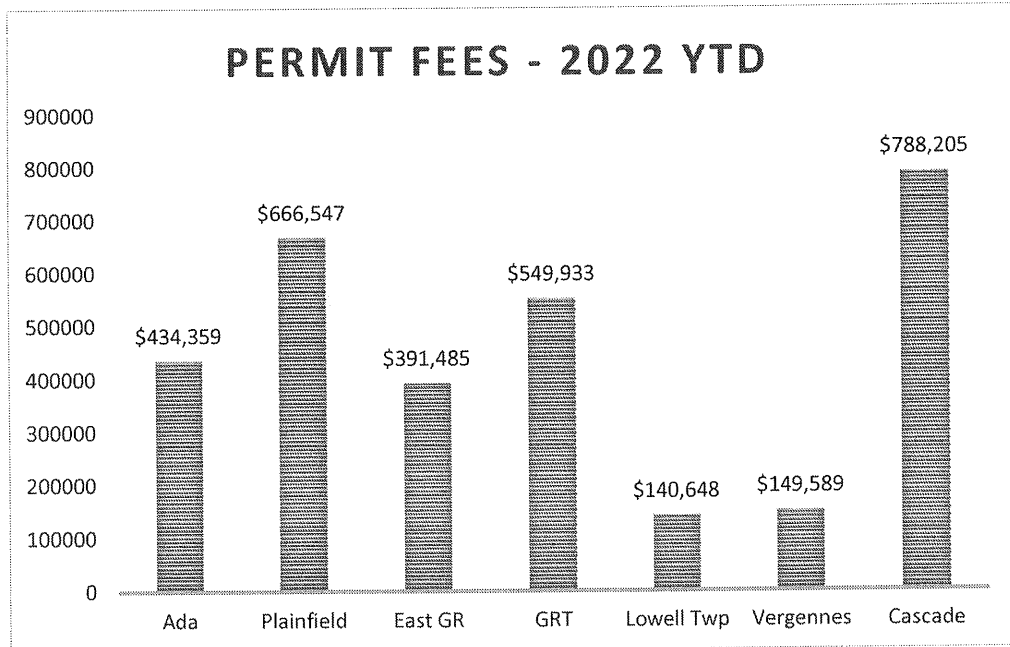
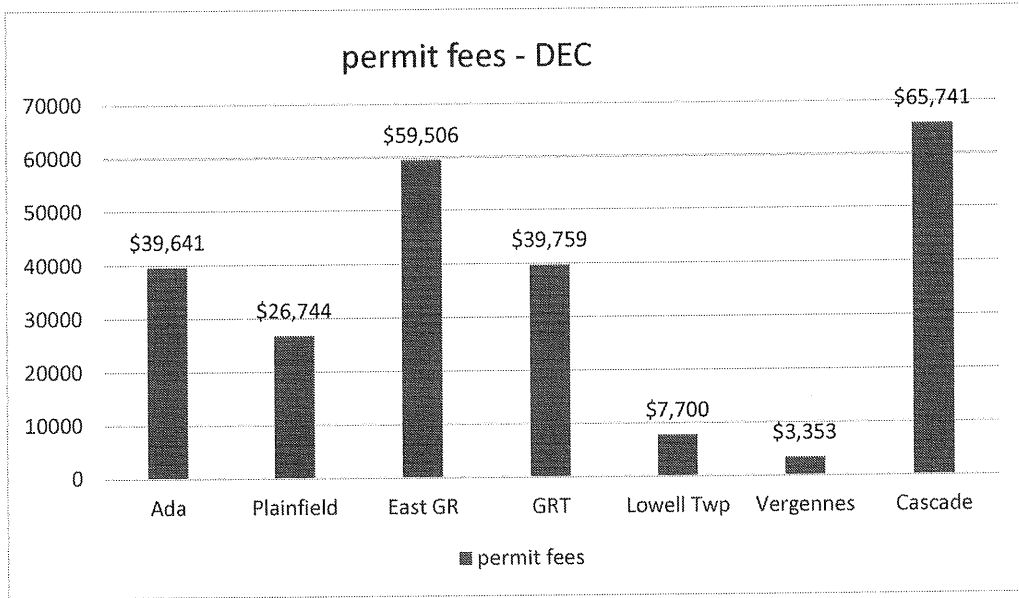
Cascade Inspection Services

DEC 2022

Permit Fees by Type



Permit Fees by Municipality



Township	#of Per Building	#of Per Electrical	# of Per Mechanical	# of Per Plumbing	Total Permits	Total Fees				
PREV YTD TOTAL	2633	\$1,544,305.75	2260	\$459,414.96	3850	\$569,156.65	1726	\$305,445.00	10469	\$2,878,322.36
DEC										
Cascade	29	\$ 42,311.00	41	\$ 6,325.00	76	\$ 13,346.00	29	\$ 3,759.00	175	\$ 65,741.00
Lowell Twp	9	\$ 1,890.00	6	\$ 1,716.00	14	\$ 2,410.00	7	\$ 1,684.00	36	\$ 7,700.00
Ada	22	\$ 29,817.00	18	\$ 3,451.00	34	\$ 5,584.00	7	\$ 789.00	81	\$ 39,641.00
Vergennes	5	\$ 761.00	9	\$ 1,342.00	6	\$ 825.00	2	\$ 425.00	22	\$ 3,353.00
GR Twp	24	\$ 22,835.00	28	\$ 4,514.00	49	\$ 6,069.75	23	\$ 6,340.00	124	\$ 39,758.75
EGR	20	\$ 47,908.00	19	\$ 2,647.00	48	\$ 6,703.50	15	\$ 2,247.00	102	\$ 59,505.50
Plainfield	36	\$ 6,938.00	36	\$ 6,574.00	84	\$ 10,561.00	20	\$ 2,671.00	176	\$ 26,744.00
MONTH TOTAL	145	\$ 152,460.00	157	\$ 26,569.00	311	\$ 45,499.25	103	\$ 17,915.00	716	\$242,443.25
YTD										
TOTAL-2021	2778	\$ 1,696,765.75	2417	\$ 485,983.96	4161	\$ 614,655.90	1829	\$ 323,360.00	11185	\$ 3,120,765.61
TOTAL-2020	1974	\$ 765,878.00	2429	\$ 434,571.60	4018	\$ 509,156.00	1818	\$ 257,436.00	10239	\$ 1,967,041.60
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
TOTAL-2004	1032	\$ 419,355.30	1369	\$ 191,694.00	1874	\$ 211,234.15	1111	\$ 144,926.00	5386	\$ 967,209.45

CASCADE CONSOLIDATED FEES

YEAR 2022

MONTH	Building Comm.	Building Residential	Electrical	Mechanical	Plumbing	TOTAL
JANUARY	\$979.00	\$5,974.00	\$9,237.00	\$9,231.00	\$3,949.00	\$29,370.00
FEBRUARY	\$22,696.00	\$6,474.00	\$12,096.00	\$7,809.00	\$3,737.00	\$52,812.00
MARCH	\$42,826.00	\$8,920.00	\$12,638.00	\$14,906.50	\$8,187.00	\$87,677.50
APRIL	\$12,050.00	\$12,199.00	\$6,695.00	\$10,535.25	\$3,687.00	\$45,166.25
MAY	\$15,198.00	\$24,437.00	\$9,339.00	\$10,475.00	\$2,895.00	\$62,347.00
JUNE	\$7,587.00	\$16,581.00	\$11,532.00	\$15,923.25	\$7,188.00	\$58,811.25
JULY	\$1,871.00	\$17,767.00	\$13,418.00	\$10,040.00	\$5,823.00	\$48,919.00
AUGUST	\$83,587.00	\$18,592.00	\$11,260.00	\$13,285.00	\$5,934.00	\$132,658.00
SEPTEMBER	\$6,198.00	\$11,434.00	\$13,951.00	\$13,721.25	\$6,298.00	\$51,602.25
OCTOBER	\$20,813.00	\$14,009.00	\$11,367.00	\$10,575.50	\$8,423.00	\$65,187.50
NOVEMBER	\$53,176.75	\$7,433.00	\$6,848.00	\$12,162.50	\$8,293.00	\$87,913.25
DECEMBER	\$31,541.00	\$10,770.00	\$6,325.00	\$13,346.00	\$3,759.00	\$65,741.00
YEAR END TOTAL	\$298,522.75	\$154,590.00	\$124,906.00	\$142,013.25	\$68,173.00	\$788,205.00
PERMIT # FOR MONTH	15	14	41	76	29	175
PREV PERMIT TOTAL	113	484	517	836	378	2328
PERMIT TOTAL FOR YR	128	498	558	912	407	2503
YEAR TO DATE	2022	\$788,205.00				
YEAR TO DATE	2021	\$599,265.25				
OVER	\$188,939.75					

CASCADE SINGLE FAMILY HOMES

	DEC	YTD 2022	2021	2020	2019
Number of Permits					
New Residential Homes	4	49	69	55	38
VALUE - RESIDENTIAL	\$ 4,443,000.00	\$ 35,750,549.00	\$ 36,003,102.00	\$ 36,322,102.00	\$ 18,187,545.00

Cascade Twp -Permit Report by Category/ Fe

1/1/2022 12:00:00 to 12/31/2022 12:00

Permit	Applicant	Address	Issue Date	Project Value	Permit Fee
Res. Single Family					
PB22002730	HALLAND HOMES INC	5644 CASCADE RD SE	12/01/2022	400,000	1,211.00
PB22002888	WHITMORE HOMES LI	8025 BUTTRICK PRESERVE CT	12/30/2022	1,500,000	1,837.00
PB22002895	EPIQUE HOMES	8050 BOLT DR	12/27/2022	1,043,000	1,926.00
PB22002914	EAGLE CREEK CONST	15934 GOLDEN HOLLOW DR SE	12/29/2022	1,500,000	1,954.00
				4,443,000	6,928.00
4	Permits	Value Total		4,443,000	6,928



Memorandum

TO: Cascade Township Board

FROM: Danielle Bouchard, AICP, Senior Planner
Chris Khorey, AICP, West Michigan Manager

SUBJECT: **Minutes from 12-16-22 Implementation Committee Meeting**

DATE: January 2, 2023

The Cascade Township Board approved the Township Strategic Plan in summer 2022. To begin implementation of the Plan, the Township Board also approved the creation of the Implementation Committee. The role of the Implementation Committee is to get representatives from all the Township’s boards and commission, as well as key Township staff, regularly around the same table to discuss current and ongoing projects and establish connections for collaboration. Further, the goal of the Implementation Committee is to ensure that the Township’s priorities as identified by its residents are being carried through.

The Implementation Committee meets on the third Friday of each month at 9am. The first official meeting was held on December 16, 2022. This memorandum includes key highlights from the meeting.

PLANNING COMMISSION

Updates: Chairperson, Chris Noordyke and Commissioner Kornstange gave an update of recent activities led by the Planning Commission and supported/implemented by Township Staff.

- The airport committee has been meeting every other week to discuss the future land uses adjacent to the airport.
- The airport committee has also been discussing master plan and zoning ordinance amendments and the process for amending the master plan, especially the amendment process pertaining to future land uses adjacent to the airport.
- The Planning Commission is looking more into processes for farmland preservation tools and mechanisms specifically for the eastern part of the Township.
- Community input will eventually be sought for the various projects as mentioned above.

Collaboration Opportunities: The Township Strategic Plan will be utilized for the implementation of these activities. Collaboration from other Township leaders, such as from the Township Board, will be warranted for the various zoning ordinance and master plan amendments. The Planning Commission will also be working with the DDA to discuss proposed improvements to the Lower Village area. Further, the Planning Commission will be involved with the re-energization of the Architectural Review Committee in terms of Commission representation and Zoning Ordinance and master plan amendments (as applicable).

PARKS COMMITTEE & TRAILS COMMITTEE

Updates: Parks Committee and Trails Committee representative, Mike Reese, provided an update of the recent and upcoming activities led by the Parks Committee and Trails Committee, with support from Township staff.



- The 5-year Parks and Recreation Master Plan was recently adopted.
- The Parks Committee is working to solidify the job description for the proposed Parks Director position and will go to the Township Board for final approval and advertisement. The position is planned to be advertised to the public in 2023.
- The Parks Committee is also beginning preliminary work to “spread the word” for a proposed parks millage on the next ballot.
- A Master Plan for Cascade Recreation Park and Wycliff Park improvements, regarding accessibility, are underway.
- As outlined in the Township Strategic Plan, the Parks Committee has recently adopted a property acquisition template.
- The Township Engineer has recently developed a rating system and rated all of the Township’s pathways. The results will be used to create a maintenance/improvement priority list and schedule. A map of these ratings will be presented at the next Pathways Committee meeting.
- In approximately June 2023, the pathway located on Cascade and Buttrick will be out for bid.
- The Cascade Road Bridge pathway has been approved for implementation in 2023.
- The Pathways Committee will consider and discuss connections to Laraway Lake Drive.

Collaboration Opportunities: Future collaborations will be needed between the Pathways Committee and the DDA for the implementation of the Cascade Road bridge pathway. Further, collaboration will be established between the Planning Commission and the Parks Committee for future parks plans, and how they relate to master plan amendments.

DDA

Updates: DDA representative, Michelle Kleyla, and consultants at McKenna, provided updates on recent ongoings conducted by the DDA.

- In 2023, the DDA will explore options and processes for strategic property acquisitions.
- The DDA will also explore options for mobility and connectivity improvements to Cascade Road.
- The DDA has also commenced work with planning consultants at McKenna to develop a Lower Village Subarea Plan. The Lower Village Subarea Plan will provide a roadmap for future improvements and goals to implement the “downtown village” atmosphere, which was identified by the public as a #1 priority in the Strategic Plan.
 - Through a meeting with the Kent County Road Commission, the Road Commission expressed that the Township could develop a plan for future improvements to Old 28th Street with much flexibility in design. During the Lower Village Subarea Plan process, consultants at McKenna will work with the DDA to develop a proposed plan for Old 28th Street improvements. The Road Commission has also expressed that there are many constraints in place when considering improvements to Cascade Road.
 - The DDA, along with McKenna, will also be working on recommendations for (re)development standards within the Lower Village area. This will include Zoning Ordinance recommendations pertaining to design standards as well as supplementary standards (and incentives) for DDA supported building design.
 - The DDA also is in support of the re-energization of the Township’s Architectural Review Committee.



- Processes for establishing public/private partnerships and re-energizing properties in the DDA area will be discussed in 2023.
- A Strategic Plan for the DDA, to establish and clarify the Board's goals and objectives, is a top priority in 2023. This includes updating and adopting a new TIF Plan.
- The DDA will also continue working to increase communications and gain community support on projects.

Collaboration Opportunities: Future collaboration will be needed between the Planning Commission and the DDA to develop enhanced architectural standards and approval processes for development in the Lower Village area. This will likely require amendments to the Zoning Ordinance and master plan. Collaborations between the DDA and all Township entities will be requested in the development of the Lower Village Subarea Plan.

TRANSPORTATION COMMITTEE

Updates: Representatives for the Transportation Committee, Economic Development Director, Sandra Korhorn, and McKenna provided an update on recent activities.

- McKenna and Township Staff recently conducted research on how other comparable communities to Cascade conduct public transportation activities. Key highlights include:
 - Many comparable communities (such as other similar communities in Michigan and other states) have a more robust dial a ride service than what is currently offered in Cascade.
 - Route 29's highest ridership destinations include Meijer and Walmart.
 - Most of the comparison communities provide direct service (without transfer) to the area's largest "downtown." In Cascade's case, would be the City of Grand Rapids.
- Township Staff and McKenna are currently working to obtain hypothetical cost estimates from The Rapid for various route changes. Further, staff and McKenna are conducting research to identify how other area non-millage communities fund their bus system.
- Once all the necessary information is gathered, McKenna and staff will develop a public outreach campaign.

Collaboration Opportunities: The Transportation Committee is an offshoot of the DDA. As such, close communication with the DDA will be imperative to the Transportation Committee's activities. The Transportation Committee will present research, outreach findings, and recommendations to all Township Boards and organizations once complete.

TOWNSHIP STAFF

Updates: Township Manager, Ben Swayze, provided an update on recent Township Staff activities (as they pertain to the Strategic Plan).

- The budget was passed by the Board for the next cycle.
- Work will commence on the "community gathering place" as identified in the Township Strategic Plan's priorities. This includes establishing a subcommittee.
- Staff will continue to provide support and carry out the various implementation tasks as guided by the Township's Boards and Committees.



TOWNSHIP BOARD

Updates: Township Board Trustee, John Shipley, as well as Township Supervisor, Grace Lesperance, and Township Manager, Ben Swayze provided updates on recent Township Board activities.

- The Township Board recently approved the budget for a new Parks Director position.
- A no camping ordinance and cost recovery ordinance is being discussed at the Board level.
- Sound system upgrades to public meetings is being looked into by Township Staff.
- With regard to the Architectural Review Committee, collaboration with the DDA and Planning Commission will be needed to establish zoning ordinance and master plan amendments. Future Board activities pertaining to this task include:
 - Member reappointments
 - Approval of responsibilities (and bylaws, if needed)
 - Zoning ordinance amendments
 - Committee renaming

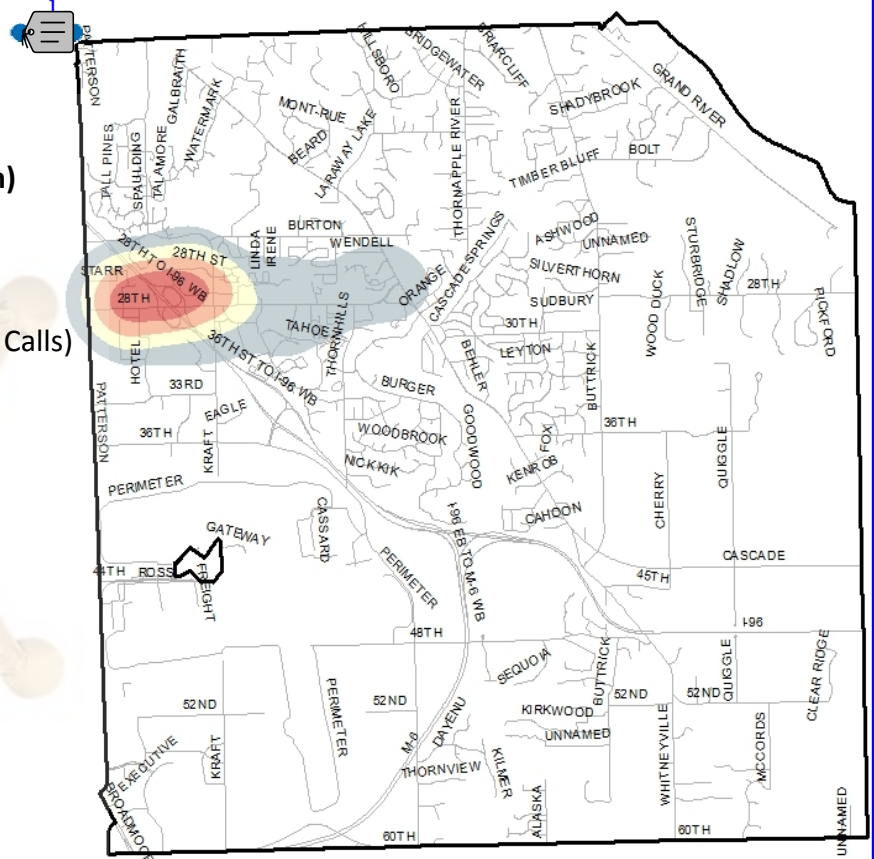
Collaboration Opportunities: Each Township Board and Organization will report to the Township Board and the Board will be kept up to date on all projects.



Kent County Sheriff's Office

Calls for Service "Hotspot" Map

-
-
- **Total 3rd Qtr '22 Reported Offenses: 310 (5th)**
- **Top 3 Calls For Service:**
 1. Alarm (225 Calls)
 2. Suspicious Condition/Noise/Subject (120 Calls)
 3. Fraud (77 Calls)
- **Top 3 Repeat Call Addresses:**
 1. 5500 Blk 28th St SE (100 Calls)
 2. 5100 Blk 28th St SE (89 Calls)
 3. 4900 Blk 28th St SE (47 Calls)
- **Top 3 Responding Units:**
 1. 4121 (272 Calls)
 2. 4321 (240 Calls)
 3. 4223 (238 Calls)
- **Avg. # of Units Assigned Per Call: 1.80**
- **Avg. Hold Time: 12 Min, 5 Seconds**
- **Avg Response Time: 22 Min, 50 Seconds**
- **Top 3 Crimes**
 1. Retail Fraud - 51
 2. Obstructing Justice - 28
 3. Larceny from Auto - 20



Legend

- Low Density
- Medium
- Medium High
- High Density



Click on flame for hotspot details



CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7123

TO: Supervisor Lesperance; Clerk Slater; Treasurer Peirce; Trustees Koessel, McDonald, Shipley and Noordhoek; Manager Swayze

FROM: Hunter Zuk

CC: Mary Ann Sabo, Amy Snow-Buckner

DATE: Jan. 4, 2023

SUBJECT: Q4 2022 Cascade Township Communications Update

During the fourth quarter of 2022, Communications partnered with Township departments to use a variety of tactics to inform residents and promote Cascade Township.

Media Relations

Fire Station 1 Groundbreaking – To help promote the historic chapter of the new Fire Station 1, we partnered with Triangle Inc., Township staff and Chief Magers to give the project the proper kickoff.

The groundbreaking ceremony earned stellar media coverage during and after the event. Although a breaking news story resulted in only WOOD-TV8 attending the event, our media kit was picked up by all four West Michigan TV stations – and more. The story aired 16 times across FOX17, WOOD-TV8, WZZM-13 and WMMT, which equates to approximately 328,830 in local viewership.

The media kit also earned online stories from [FOX17](#), [Grand Rapids Business Journal](#), [WKTV](#), [WOOD-TV8](#), [WWMT](#) and [WZZM-13](#).

Tree Lighting Ceremony – To promote the Tree Lighting Ceremony, we sent out a press release to West Michigan media outlets with details in advance of the event. The release earned an online story from [FOX17](#) and was featured on a list from [WOOD-TV8](#).

Parks and Recreation Master Plan – We wrote and disseminated a series of press releases to local media outlets to promote the 30-day public input period and the adoption of the new parks and recreation master plan.

The release earned three online stories – one from [GRBJ](#) before the public comment period and one each from [GRBJ](#) and [WKTV](#) after the plan was adopted. WZZM-13 also ran two on-air stories, which equates to approximately 42,463 in local viewership.



CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7123

Upcoming Media Opportunities – Looking ahead to Q1 2023, we have several media outreach opportunities planned, including liquor license communications. As always, we will continue to keep an eye out for other opportunities.

Other Notable Projects

Fire Station 1 Groundbreaking – In addition to the above-mentioned media relations success, we partnered with Fire Chief Magers, Township staff and Triangle Inc. to plan a groundbreaking ceremony to help promote the new Fire Station 1's progress and provide internal stakeholders a chance to celebrate their wonderful achievement.

Leading up to the event, we held several virtual and on-site meetings with the project team to determine the event agenda, attendee and speaker lists, media placement and more. After determining the final details, we created a project team task list, run of show, speaker talking points, media advisory and media kit, which included a press release, renderings, photos and videos.

On the morning of the event, the site looked a little different than originally expected, but we were able to quickly pivot – thanks to the Buildings and Grounds Department and Triangle Inc. staff – and choose an alternative location that was safe and provided a pleasant backdrop for photos and video.

After the event concluded, we disseminated the media kit to West Michigan print and television outlets and received excellent coverage. We also shared photos on social media – most of which will be used in the upcoming Fire Department annual report.

It was a true honor to be a part of this milestone event. We look forward to helping organize an even larger gathering with the community once the new fire station is officially open.

Parks and Recreation Master Plan – As the parks and recreation master plan approached the finish line, we partnered with Township staff to help promote the 30-day public comment period to ensure residents were up to date on timelines and input periods.

To help promote the 30-day public comment period and open house, we:

- Wrote and edited web copy.
- Wrote and designed social media posts and paid advertisements.
- Wrote and edited e-newsletter and print newsletter copy.
- Wrote and disseminated a press release.
- Designed signage placed at parks, the Cascade library and Township Hall.

Once the parks and recreation master plan was adopted, we used a similar strategy to help spread the word.

As the tasks in the parks and recreation master plan progress, we plan to use the Township's website, print and e-newsletters, social media and other tools to keep residents up to date on this important work.



CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7123

2023 Content Calendar – To ensure the Township is prepared to communicate projects, topics and news throughout the year, we put together a social media and e-newsletter calendar that will act as a guide as we create content. We based this calendar on previous years’ calendars and our 2023 planning meeting with Manager Swayze.

The calendar will keep communications on track and ensure we’re prepared for timely projects and events throughout the year.

The Cascade District Promotions – Throughout Q4, we held several meetings with Township staff to brainstorm how we could help revamp The Cascade District’s promotional materials.

Currently, the Township and DDA uses a printed business guide and website as references for residents and visitors who are seeking information about local establishments. We are developing new collateral that will rely more on the Made In Cascade [website](#) for information, including a QR code piece that can act as a leave-behind at hotels and other local businesses. The goal of the new collateral is to reduce printing costs and out-of-date information in the current local guide that stems from businesses changing hours, locations and offerings.

Paired with the business spotlight video series, these new collateral pieces will serve nicely as a way to promote the many wonderful eateries, shops and service providers in the community.

Ongoing Projects

- Social media content
- Monthly e-newsletters
- Quarterly print newsletters
- Board, committee and commission meeting recordings for website, social media and public access television
- Board meeting recap videos
- Township Hall internal signage
- Website copy
- Township photography

Projects We Look Forward to in Q1 2023

- Fire Department, Planning Department and Building Department annual reports
- Liquor license communications
- Parks reservation system communications
- Strategic plan implementation communications
- Additional business spotlight videos



CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7123



Q4 2022 E-Newsletter Analytics

Monthly Township E-Newsletter			Strategic Planning Focus Group Sessions E-Newsletter (Separate Audience)		
October E-Newsletter			We did not disseminate any strategic planning e-newsletters in Q4 2022.		
Total Opens	1,180		Total Subscribers	846	0% increase from Q3 2022.
Total Clicks	273 (23%)	Industry Avg. 6.6%	Thornapple River SAD E-Newsletter (Separate Audience)		
Open Rate	69%	Industry Avg. 38.8%	We did not disseminate any SAD e-newsletters in Q4 2022.		
November E-Newsletter			Total Subscribers		
Total Opens	1,120		77	0% increase from Q3 2022.	
Total Clicks	226 (20%)	Industry Avg. 6.6%			
Open Rate	71%	Industry Avg. 38.8%			
December E-Newsletter					
Total Opens	1,046				
Total Clicks	102 (19%)	Industry Avg. 6.6%			
Open Rate	67%	Industry Avg. 38.8%			
Total Subscribers	797	3% increase from Q3 2022			
<p>At the end of Q4, we went through our audience list and removed email addresses that frequently bounced back or were no longer active – most of these addresses were added to the list prior to 2022. Taking these removed addresses into consideration, we saw a 29% increase in subscribers compared to Q4 2021.</p>					



Q4 2022 Social Media Analytics

Facebook		
Total Impressions	72,227	
Link Clicks	786	
Likes and Reactions	1,184	
Total Page Followers	5,012	5% increase from Q4 2021.
Instagram		
Total Impressions	3,401	
Likes and Reactions	257	
Total Page Followers	627	20% increase from Q4 2021.
Twitter		
Total Impressions	1,886	
Likes and Reactions	15	
Total Page Followers	148	13% increase from Q4 2021.



Cascade Charter Township Seminar/Conference Attendance Request Form

This form must be filled out if the employee is requesting Township payment or reimbursement for the employee's attendance to a seminar or conference.

Conditions:

1. Cascade Charter Township will reimburse employees for approved registration for work related seminars and conferences. Individual seminars and conferences must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for
2. Some seminars/conferences that an employee may attend may be unrelated to their particular job or government in general, and are therefore not covered by this assistance policy.
3. Any request that requires an overnight stay or expenditure over \$1,000 requires Township Board approval before the seminar/conference is attended.
4. Under extenuating circumstances, the Township Manager may approve an overnight stay or expenditure over \$1,000 for a conference or seminar prior to Township Board approval. The request must be made before attendance to a seminar/conference. The Township Board will be informed of request at their next scheduled meeting.

This form must be completed by the employee and approved by the Township Manager and/or Township Board before the seminar/conference is attended.

Name: Krissi Brott Application Date: 1/4/2023

Name of Proposed Seminar/Conference: MAMC Clerk Institute

Seminar/Conference Date(s): March 19-24, 2023

Location of Seminar/Conference: Mount Pleasant, MI

Description of Seminar/Conference: *(may also be attached)*

See attached.

How will the Seminar/Conference benefit the employee and the township?

This is year two of three to complete my certification. Not only is this good knowledge, it is the perfect way to meet other clerks and deputy clerks in Michigan.

Cost of the Seminar/Conference:

Registration \$ 650.00

Lodging \$ 532.80

Travel \$ 100.00

Account # 101-215-724-000

Applicant: 
Signature

Approvals:

Department Head: 
Signature

11/5/23
Date

Township Manager: 
Signature

1/4/23
Date

Clerk: _____
(Signature Indicates Township Board Approval)

Date

➤ Original to Personnel File

➤ 1 Copy to Applicant

➤ 1 Copy to Accounting



MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS INSTITUTE

March 12-17, 2023 and March 19-24, 2023

COMFORT INN & SUITES HOTEL AND CONFERENCE CENTER | MT. PLEASANT, MICHIGAN

THREE YEAR CURRICULUM

The Institute consists of three one-week, non-sequential sessions (one week each year) focusing on training that fulfills the IIMC and CMMC certification requirements. It includes a well-balanced combination of subjects that address Public Administration, Organizational Topics, Social Issues, Interpersonal Skills, and Elections.

Participation is mandatory for all sessions and attendance is monitored. The sessions are non-sequential, and one may begin the three-year cycle at any time.

When you register for the Institute, indicate which session and if you are attending the Institute for the first, second or third time.

2023 CURRICULUM

March 12 - 17, 2023 or March 19 - 24, 2023

- Challenges and Solutions For Michigan Clerks
- Understanding the Legislative Process
- Effective Communications
- Lessons Learned in the Mid-Term Elections
- Professionalism in the Clerk's Office
- Managing Generational Differences
- Budgeting Basics
- Training Across Generations
- Eureka to Action

2024 CURRICULUM

March 17-22, 2024 or March 19-24, 2024

- If I Knew Then What I Know Now...
- Societal Trends
- Emotional Intelligence
- Ethics Policies
- Train the Trainer
- Records Management
- Managing Problem Employees
- Security in the Clerks Office
- Legal Update
- Thriving Through Change
- Creating a Personal Strategic Plan

2025 CURRICULUM

March 16 - 21 and March 23 - 28, 2025

- Managing the Public's Expectations
- Financing Local Government Services
- Meeting Techniques and Parliamentary Procedures
- Understanding Yourself and Others
- Lessons learned from the Presidential Election
- Embezzlement and Fraud
- Real Leadership in Public Service
- HR Do's and Don'ts
- Freedom of Information Act
- Strategic Planning

Greetings to You and Your Staff!

The heart of MAMC's mission is to promote and encourage professional development through communication, education, and training. The Institute and Master Academy provide ideal opportunities for learning, regeneration, and connecting with peers from around the state. MAMC members enjoy a full range of educational and professional development opportunities.

Attendees will have the option of attending the Institute either March 12-17 or March 19-24, 2023, at the Comfort Inn & Suites Hotel and Conference Center in Mt. Pleasant. The same curriculum will be offered at both sessions, and you must sign up for either the first week or the second week. Requests to switch back and forth cannot be accommodated.

This Institute will be our fourteenth year with Central Michigan University (CMU) as our university sponsor. CMU will oversee the instruction to be sure that it meets the International Institute of Municipal Clerks (IIMC) and MAMC certification requirements. Specific information about the IIMC and MAMC certification requirements is available at www.iimc.com and www.michiganclerks.org.

Lewis Bender, Ph.D., will return as the facilitator, instructor, and also instructor of record for participants that wish to earn college credit. Mary Bender will provide program coordination for the Institute and Master Academy.

General information, including the schedule for the Institute and Master Academy, is available on the MAMC website and will be updated if there are any changes.

Please review the schedule carefully and note that you must attend all sessions to receive credit for your CMC or MMC certifications through the IIMC and MAMC.

We are certain that your experiences in Mt. Pleasant will leave you energized and revitalized in your pursuit of professional excellence. Please help spread the word about the MAMC Institute and plan to attend in 2023!

Melanie D. Ryska
MAMC Director, Education Chair

Rachelle D. Enbody
MAMC Director, Education Co-chair



REGISTRATION FEE

MAMC Member – \$650*

Payment postmarked on or before February 19, 2023 for week one or February 26, 2023 for week two.

Non-member – \$700*

* Payment postmarked after February 19, 2023 for week one or February 26, 2023 for week two, add \$50. (\$700 MAMC member/\$750 non-member.)

Institute registration fee includes instructional costs, course materials, and some meals. The food is great at the Conference Center. Below is a list of the meals that will be covered by the registration fee.

- Breakfast on Monday - Friday
- Lunch on Monday, Tuesday, Thursday and Friday
- Dinner on Sunday and Thursday
- Breaks with beverages and snacks each morning and afternoon

REGISTRATION

Registration is open to all City, Township, Village, and County clerks and deputy clerks in Michigan. If you are not a clerk or a deputy clerk, you must include a letter of endorsement from the organization's Clerk.

MAMC membership dues for 2023 must be paid at the time you register. Dues forms are available on the MAMC website. <https://www.michiganclerks.org/about/membership>

The Institute registration forms are posted on the website. They are in a pdf format that will allow you to type the information into the form and print it. Please remember to keep a copy for your records. MAMC now accepts credit card payments and online registration.

CANCELLATION POLICY

The cancellation fee is \$100.00 (per SR 17), and request must be submitted 14 days prior to the event. Cancellation requests must be made in writing and emailed to info@michiganclerks.org or faxed to MAMC at 517-371-1170. Cancellation requests received after 14 days before the conference date or no shows will be charged the full registration fee and are not entitled to any refund.

MAMC INSTITUTE REGISTRATION DEADLINE | February 19, 2023 (Week One) February 26, 2023 (Week Two)

CERTIFICATE OF COMPLETION

The IIMC and MAMC requires a total of 120 hours of instruction in the three-year Institute program. Please do not register for the Institute if you cannot commit to the entire week which includes 40 hours of instruction. Those who complete three years of the Institute will receive a plaque stating they have completed the full MAMC Institute program.

COLLEGE CREDIT



Central Michigan University will offer up to three hours of academic credit in an independent study format at either the undergraduate or graduate level for completion of each year of the Institute. Lewis Bender, Ph.D., will be the instructor of record for this course and additional information will be available at the beginning of the Institute.

EDUCATION COMMITTEE

The education committee plans, organizes, and conducts all educational classes at the Annual Conference, Clerking 101, Master Academy classes, the Annual Education Day and other educational opportunities for MAMC members. If you would like to join the Education committee, please contact Melanie Ryska.

EDUCATION COMMITTEE CHAIRPERSONS

MELANIE D. RYSKA
MAMC Director, Education Committee Chair

RACHELLE D. ENBODY
MAMC Director, Education Co-chair

FACILITATOR | LEWIS G. BENDER, Ph.D.

Lew is professor emeritus, Southern Illinois University at Edwardsville. As the facilitator, his job is to keep things moving and tie all the sessions together at the Institute. In addition to facilitation, he will serve as an instructor for several sessions and the instructor of record for those wishing to receive college credit for attending the Institute. Throughout his career, Lew has been deeply involved in community-based applied research, organizational goal setting, and planning and approached to organizational development. His educational background includes BS Grand Valley State University, Master's degree from Wayne State University, and Ph.D. in political science, University of Georgia. A specialist in training and organizational development for business and government, Lew is well known for his candid approach and casual style. For more information about Lew Bender, check out his website at www.lewbender.com.

PROGRAM COORDINATOR | MARY BENDER, Ph. 231-797-5536 Email: mbender102@aol.com

ACCOMMODATIONS

The registration fee does not include lodging. There is a block of rooms reserved for MAMC Institute at the Comfort Inn & Suites Hotel and Conference Center until February 19, 2023 for the first week and February 26, 2023 for the second week. Single occupancy rooms are available at reduced rates starting at \$96 plus applicable taxes and assessments. The cancellation deadline is 48 hours before the arrival date to avoid charging for one night's lodging plus taxes. To make on-line reservations follow the links below.

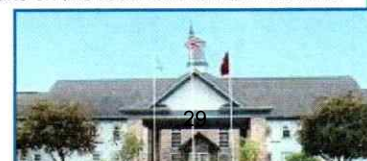
[RESERVATION LINK](#)
March 12-17, 2023

[RESERVATION LINK](#)
March 19-24, 2023

Comfort Inn & Suites Hotel and Conference Center

2424 South Mission | Mt Pleasant, MI 48858 | 989-772-4000

Additional information on the Comfort Inn & Suites Hotel and Conference Center is available at www.mtpcomfortinn.com





MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS INSTITUTE

March 12-17, 2023 and March 19-24, 2023

COMFORT INN & SUITES HOTEL AND CONFERENCE CENTER | MT. PLEASANT, MICHIGAN

SUNDAY March 12 or March 19	MONDAY March 13 or March 20	TUESDAY March 14 or March 21	WEDNESDAY March 15 or March 22	THURSDAY March 16 or March 23	FRIDAY March 17 or March 24
<p>3:00 - 5:00 PM REGISTRATION</p> <p>Comfort Inn & Suites Conference Center PreCon Area</p> <p>5:00 - 8:00 PM ORIENTATION</p> <p>Opening Session CHALLENGES AND SOLUTIONS FOR MICHIGAN CLERKS</p> <p>This opening session will call on attendees to share challenges with fellow Clerks.</p> <p>Lewis Bender, Ph.D., Institute Director</p> <p>DINNER INCLUDED</p>	<p>8:00 - 10:00 AM CHALLENGES AND SOLUTIONS FOR MICHIGAN CLERKS</p> <p>Plenary Discussion</p> <p>Lewis Bender, Ph.D., Institute Director</p> <p>MAMC Board of Directors</p> <p>10:15 AM - NOON UNDERSTANDING THE LEGISLATIVE PROCESS</p> <p>Mary Clark, Delta Township</p> <p>Adam Wit, Harrison Township</p> <p>Chris Swope, City of Lansing</p> <p>LUNCH</p> <p>1:00 - 4:30 PM LESSONS LEARNED FROM MID-TERM ELECTIONS</p> <p>Kristi Dougan Michigan Bureau of Elections</p> <p>VILLAGES CLERK TO CLERK SESSION</p> <p>Facilitated Discussion</p> <p>4:30 - 5:00 PM HEARTY SNACK</p> <p>5:00 - 9:00 PM EFFECTIVE COMMUNICATIONS</p> <p>Lewis Bender, Ph.D., Institute Director</p>	<p>8:00 AM - NOON PROFESSIONALISM IN THE CLERKS OFFICE</p> <p>This interactive session will teach you how success in the Clerk's office relies on dealing with various people in different situations.</p> <p>Speakers TDB</p> <p>LUNCH</p> <p>1:00 - 5:00 PM INFORMATION COMING</p> <p>TBD</p> <p>FREE EVENING ON YOUR OWN FOR DINNER</p> <p>Lots of good places to eat and get together with other clerks.</p>	<p>8:00 AM - NOON MANAGING GENERATIONAL DIFFERENCES</p> <p>Examine and analyze the differences, similarities, and issues involving people of different ages that come together in the workplace.</p> <p>Learn new ways to view and work with the other generation</p> <p>Lewis Bender, Ph.D., Institute Director</p> <div data-bbox="798 1029 1021 1260" data-label="Image"> </div> <p>FREE AFTERNOON</p> <p>This free afternoon makes up for a very long day on Monday.</p> <p>Participants are strongly encouraged to take advantage of this time for networking and relaxing in preparation for the rest of the week.</p> <p>You will be on your own for lunch and dinner.</p>	<p>8:00 AM - NOON BUDGETING BASICS</p> <p>Learn the basic elements of budgeting and how budgets impact all aspects of an organization.</p> <p>Karen Lancaster, The Woodhill Group</p> <p>Jeff Anderson, Michigan CLASS</p> <p>LUNCH</p> <p>1:00 - 5:00 PM JUST THROW STRIKES</p> <p>This session considers the pressures we face, what it means to be a clerk, and how we manage ourselves and our responsibilities.</p> <p>Steve Ludwig, Ludwig Speaks</p> <p>AWARDS BANQUET</p> <p>5:00 - 6:00 PM SOCIAL HOUR</p> <p>6:00 - 8:00 PM DINNER AND AWARDS PROGRAM</p> <p>Plaques and certificates will be presented to those people that have completed the three-year program.</p>	<p>8:00 - 11:00 AM TRAINING ACROSS GENERATIONS</p> <p>Methods for addressing different learning styles and approaches for training across generations.</p> <p>Lewis Bender, Ph.D., Institute Director</p> <p>11:00 AM - 2:00 PM EUREKA TO ACTION</p> <p>Identification of the issues, goals, and knowledge gained.</p> <p>In this session, you will create an action plan for addressing issues and accomplishing goals.</p> <p>Lewis Bender, Ph.D., Institute Director</p> <p>CERTIFICATES</p> <p>Are awarded to participants that have completed all First Year, Second Year, and Third Year sessions and will be distributed at the closing session on Friday.</p>





CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE Grand Rapids, Michigan 49546

Date: January 11, 2023
To: Supervisor Graces Lesperance and Cascade Township Board
From: Ben Swayze, Township Manager
Subject: 2023 Township Meeting Schedule

Please note the following changes to the 2023 Township Meeting Schedule

Cascade Historical Society – Moved meeting time from 9:30am to 10am
Strategic Plan Implementation Committee – Moved meeting time from 10am to 9am

The necessary changes will be made to the Township calendar and website.



Kent County Road Commission

Notice to Residents and Businesses on Cascade Road between 36th Street and Whitneyville Avenue

Project Schedule

Road Closure Start Date: April 3, 2023

Projected Completion: June 30, 2023

Beginning April 3, 2023, the Kent County Road Commission (KCRC) will be contracting with Deans Excavating to reconstruct Cascade Road from 36th Street to Whitneyville Avenue.

The project, originally planned for 2022, was moved to 2023 after the project was re-bid due to higher than anticipated bid prices received in July 2022. The project will consist of reconstructing and widening the existing roadway to provide a center turn lane. Cascade Road will be closed to through traffic at 36th Street and Whitneyville Avenue with through traffic detoured to 36th Street and Butrick Avenue. Access to businesses and residences will be maintained at all times.

Work will include stump removal, asphalt removal, earthwork, drainage, culvert replacement, concrete curb and gutter, asphalt pavement, non-motorized path construction on easterly side between 36th Street and Kenrob Drive (township funded), pavement markings and restoration.

Mailboxes: Mailboxes will be relocated to a common area or areas adjacent to the project limits. The Postal Service will determine this location or locations.

Sprinklers: If you have sprinklers located near the roadway, please have them flagged. The property owner is responsible for any damage the project may cause to sprinkler systems within the road right-of-way.

Work is scheduled Monday through Friday from approximately 7 a.m. to 5 p.m. Some Saturday work may be required to achieve the anticipated completion date of June 30, 2023.

Those with general questions regarding this project may contact KCRC's Engineering Department at (616) 242-6910 or visit www.kentcountroads.net.

Contacts for this project include:

Deans Excavating, contractor – 616-636-5524

Eric Rodegher, KCRC project engineer - 616-242-6901, extension 6963

Sean McKean, KCRC assistant project engineer - 616-242-6901, extension 6944

Thank you for your cooperation and patience during construction.



CASCADE CHARTER TOWNSHIP
5920 Tahoe Dr. SE Grand Rapids, Michigan 49546

Date: January 6, 2023
To: Board of Trustees
From: Supervisor Lesperance
Subject: GVMC Airport Access Study—Public Input

The Board received electronically a brief memorandum (and attached document) from Planning Director Hilbrands regarding the above-noted matter noting that the next phase of the GVMC’s study includes public engagement and inquiring if the Township is interested in hosting an open house regarding the study at the Wisner Center for Cascade residents to attend.

I recommend the Board endorse hosting an open house regarding the GVMC’s Airport Access Study at the Wisner Center and that staff notify the GVMC accordingly.

I appreciate Planning Director Hillbrands’ proactively bringing this matter to the Board and believe the open house may provide Cascade residents an important and timely opportunity for information, review and comment.

From: [Grace Lesperance](#)
To: [Ben Swayze](#); [Sue Slater](#); [Krissi Brott](#)
Subject: FW: Airport Access Study Update
Date: Friday, January 6, 2023 2:28:42 PM

Good afternoon.

Please include Director Hilbrand's email memo below in the packet, as well as the attached pdf (printed).

Thank you.

Grace A Lesperance
Supervisor
Cascade Charter Township

On Dec 28, 2022, at 10:27 AM, Brian Hilbrands
<bhilbrands@cascadetwp.com> wrote:

Hello Grace (and bcc'd Board members),

I attended a Technical Advisory Committee meeting earlier this month for the airport access study, after which they updated the language used in their documentation. A revised technical memo is attached. In the memo you will see that the language used to describe the alternatives is now as follows:

1. **Preferred Projects:** Highly-desired projects that fulfill a definite need and are preferred for implementation in the short and medium term (ie, over next 5-10 years). These include the new direct access to I-96 and improved transit service to the airport, among other elements.
2. **Future Options:** Additional practical projects that could address longer-term access needs for Airport or Study Area, but that will require additional planning, design and community engagement. These include new M-6 interchanges east of the airport and expanded transit into Cascade/Caledonia.

The next step in the study is to launch a final round of public engagement using the revised documents. As part of the public engagement GVMC would like to host one or two in-person open houses.

Grace, I wanted to check with you to see if we would be interested in hosting one of the open houses at the Wisner Center so that Cascade residents could easily attend? Let me know what you think.

Thank you,

Brian Hilbrands
Planning Director
Cascade Charter Township
<Practical Alternatives Evaluation Technical Memo_121222.pdf>



Grand Rapids Airport Access Study

Technical Memorandum: Practical Alternatives Evaluation

Prepared by:

AECOM

December 14, 2022

Quality information

Prepared by

Yichen Chen

Approved by

Jeromie Winsor

Prepared for:

Grand Valley Metro Council
678 Front Ave NW, Suite 200
Grand Rapids, MI 49504

Prepared by:

AECOM
3950 Sparks Dr SE
Grand Rapids, MI 49546
aecom.com

Purpose

Because of rapid growth at and surrounding the Gerald R. Ford International Airport (GRR), now is an important time to consider how to best facilitate future access to GRR and in the surrounding area. The Grand Valley Metro Council (GVMC) initiated this Grand Rapids Airport Access Study because current access to the airport's central core is limited to the Patterson Avenue and 44th Street/Oostema Boulevard and Patterson Avenue and Van Laar Drive intersections. These routes to GRR lack direct Interstate access, the potential for which was previously studied during planning for the I-96/36th Street interchange.

The Study involves development and consideration of enhancements to airport access, and GVMC is considering a two-step evaluation process that consists of an initial evaluation of conformity with Purpose and Need and a second round of detailed analysis and evaluation to identify Preferred Projects.

The initial screening evaluated the Conceptual Alternatives based on categories of "Support for Purpose and Need", "Potential Right-of-Way and Environmental Impacts" and "Complexity". The alternatives that advanced were deemed as Practical Alternatives for further consideration. This Technical Memo presents the Practical Alternatives (see Appendix) and the evaluation process, and concludes with Preferred Projects (highly-rated alternatives with a consensus for implementation) and Future Options (potential future projects that will require additional study or that could meet longer-term needs).

Evaluation Criteria

The second round of evaluation focuses on detailed analysis on the Practical Alternatives in the following criteria: Transportation Benefits, Planning/Land Use Compatibility, Likely Environmental/ROW Impacts, Estimated Project Cost, and Public Support and Prioritization. The evaluation results will inform the selection of Preferred Projects.

Transportation Benefits

Transportation benefits includes expanded multi-modal access options for GRR, improved connectivity of the surrounding local road and freeway network, and enhanced road network for safety of both motorists and non-motorists. To be specific, they include but are not limited to aspects such as: adding access points, reducing circulating routes, improving safety conditions and improving operation and navigation. On the scale from 0 to 4, with 0 indicating no benefit to 4 indicating high benefit, the Practical Alternatives were evaluated based on the level of positive impact they potentially have on airport access.

Roadway Access

Travel time between existing access (the nearest freeway exit) and the airport take from 4 to 8 minutes, while travel time between proposed access to the airport take from 2 to 3.5 minutes. Alternative 1a provides the shortest route to the airport. All variations of Alternative 3 are M-6 interchange modifications which serve as connectors to the local road access to the airport. In this analysis, they are assumed to be paired with Alternative 2b, a nearest proposed access from M-6 interchanges.

Figure 1 Access from Existing and Proposed Interchanges

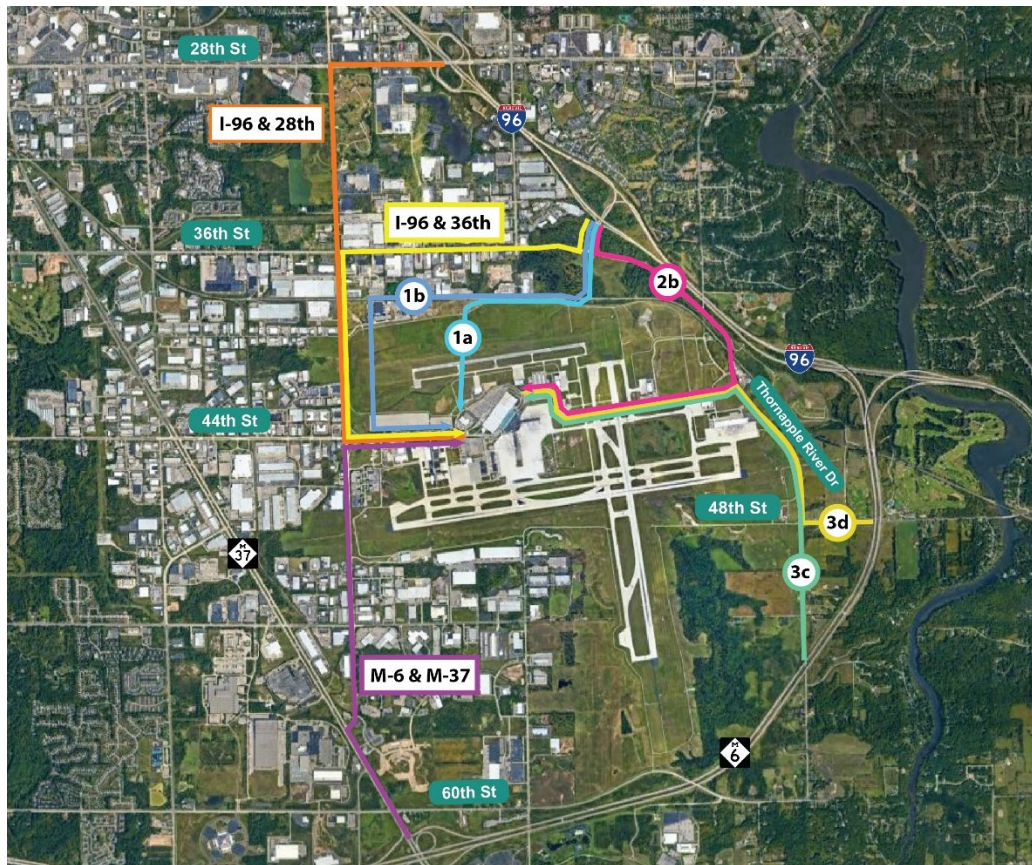


Table 1 Estimated Travel Time of Access from Existing and Proposed Interchanges

	Alternative Variations	Distance	Travel Time (Off-peak)
Existing	I-96 & M-11 (28th Street)	3.5 miles	5-8 minutes
	I-96 & 36th Street	3.3 miles	4-6 minutes
	M-6 & M-37 (Broadmoor Avenue)	3.2 miles	4-6 minutes
Proposed	1a: Direct 36th Access	1.9 miles	2 minutes
	1b: Indirect 36th Access	2.9 miles	3.4 minutes
	2b: Thornapple River Air Cargo (via I-96/36th Street)	2.6 miles	2.5 minutes
	3c: M-6 & Thornapple River Drive (via proposed Air Cargo access)	2.9 miles	3.5 minutes
	3d: M-6 & 48th Street (via proposed Air Cargo access)	2.2 miles	2 minutes

Alternative 1a and *Alternative 2b* provide the most direct access to the airport and time-saving route. Therefore, they are assigned the score of 4. All M-6 Interchange variations focuses on providing connection to local roads instead of direct access, and the ones with a score of 3 both have 48th Street connection, which can be potentially paired with proposed Thornapple River Drive Access to create a direct access for freight and/or passengers from the southwest of the airport. *Alternative 4* focuses on improving the Patterson Avenue/44th Street intersection, which serves as a entrance gate to the airport terminal, with likely congestion relief for better traffic circulation.

Table 2 Evaluation Results of Transportation Benefit for Roadway Access Alternatives

Alternative	Variations	Benefits	Score
1 I-96/36th Street Access	Direct Access	Provides most direct access from I-96	4
	Indirect Access	Provides access from I-96 but does not save significant time	2
2 Thornapple River Drive Access	Secondary Freight Access	Adds new access for only freight traffic	2
	Air Cargo Drive Access	Provides new access from I-96 and M-6	4
3 M-6 Interchange	60th Street Interchange and 60th Street Ring Road	Better connections to SW study area, close to M-37	2
	Thornapple River Drive and 48th Street Partial Interchanges	Connection to SE study area, 48 th bridge connection	3
	48th Street Full Interchange	Connection to SE study area, 48 th bridge connection	3
4 Patterson Avenue /44th Street Safety Enhancements	N/A	Likely congestion and safety benefits	3
5 M-37/Patterson Avenue/60th Street Intersection Enhancements	N/A	Focuses on safety improvements	2

Multi-modal Enhancements

Alternative 1 and *Alternative 2* both provides more access options by transit with expanded service area. *Alternative 4* and *5* focuses on smaller-scale improvements of airport facilities.

Table 3 Evaluation Results of Transportation Benefit for Multi-modal Enhancements Alternatives

#	Alternative	Transportation Benefits	Score
1	Downtown Express Bus/Shuttle	Provides new direct route from downtown to airport	4
2	Expanded Transit Service	Improves transit options, does not add direct Airport route	2
4	Expanded Curb Access/Management	Improves terminal traffic, does not add access	2
5	Pedestrian/Bike Connectivity Enhancements	Improves pedestrian/bike networks and facilities	3

Planning and Land Use Compatibility

Support for airport expansion plans and surrounding growth and development are addressed as part of the study needs. The higher compatibility indicates a general preference of an alternative from a local planning and land use perspective. On a scale of 0 to 4, with 0 indicating no compatibility and 4 indicating high compatibility, the Practical Alternatives are evaluated by whether they are compatible with local plans and how well they respond to these needs.

Roadway Access

Alternative 2a is addressed in the GRR Master Plan update. Therefore, it is assigned the score of 4. *Alternative 2b* proposes a passenger vehicle access near the airport cargo facilities and a new route through the runways, which brings additional construction and undefined alterations of the airport. Therefore, it is given a score of 1 with low compatibility. M-6 Interchange variations create freeway connections on the east side of the airport, which partially aligns with the Airport Master Plan on improving access. However, they are not consistent with the future land use of Cascade Township since the proposed locations are on planned land uses of Suburban Residential and Community Facilities, and both of which are intended to preserve the natural or community aspects with minimal significant freeway infrastructure development.

Table 4 Evaluation Results of Land Use and Compatibility for Roadway Access Alternatives

Alternative	Variations	Compatibility	Score
1 I-96/36th Street Access	1a: Direct Access	Compatible and could be phased in with Airport plans	3
	1b: Indirect Access	Compatible and could be phased in with Airport plans	3
2 Thornapple River Drive Access	2a: Secondary Freight Access	Part of Airport Master Plan	4
	2b: Air Cargo Drive Access	Requires reconfiguration of airport uses	1
3 M-6 Interchange	3a: 60th Street Interchange and 60th Street Ring Road	Compatible with Airport plan and compatible with recent Township Plan; but recent plan update suggests change in focus for area access	1
	3c: Thornapple River Drive and 48th Street Partial Interchanges		1
	3d: 48th Street Full Interchange		2
4 Patterson Avenue /44th Street Safety Enhancements		Supports airport and land use plans	3
5 M-37/Patterson Avenue/60th Street Intersection Enhancements		Builds on current MDOT program	3

Multi-modal Enhancements

All Alternatives show some level of compatibility with local plans or are addressed as part of the Airport Expansion Plan except *Alternative 2*, which is not specifically addressed, but is still consistent with local plans. According to the *Cascade Township Strategic Plan 2022*, there are proposed trail extensions along 60th Street and 48th Street. This applies to *Alternative 5* on enhancing Pedestrian/Bike Connectivity.

Table 5 Evaluation Results of Land Use and Compatibility for Multi-modal Enhancements Alternatives

#	Alternative	Compatibility	Score
1	Downtown Express Bus/Shuttle	Consistent with Airport and other plans	4

2	Expanded Transit Service	Compatible with plans; no documented jurisdiction support	2
4	Expanded Curb Access/Management	Part of the Airport Plan	4
5	Pedestrian/Bike Connectivity Enhancements	Part of the Airport Plan	4

Likely Environmental and Right-of-Way Impacts

Likely environmental and right-of-way impacts of the alternatives involves potential for a project to impact surrounding community properties, landscapes and natural environment. Each alternative's right-of-way impacts are assessed based on potential area of properties required for construction, and environmental impacts are assessed based on potential area of waterway and floodplain impacted by construction.

On a scale of 0 to 4, with 0 indicating high impacts and 4 indicating minimal impacts, the Practical Alternatives are evaluated based on whether they will require environmental and/right-of-way mitigation and their level of impact.

Roadway Access

Alternative 1 and *Alternative 3* are assigned a score of 2 since both of them have higher impact on existing airport properties and adjacent properties. They also require wetland mitigation near 36th Street or Thornapple River.

Table 6 Evaluation Results of Likely Environmental and Right-of-Way Impact for Roadway Access Alternatives

Alternative	Variations	Level of Impacts	Score
1	I-96/36th Street Access		
	1a: Direct Access	Wetlands challenges may require mitigation	2
	1b: Indirect Access		2
2	Thornapple River Drive Access		
	2a: Secondary Freight Access	Minimal wetland/waterway impact	4
	2b: Air Cargo Drive Access		4
3	M-6 Interchange		
	3a: 60th Street Interchange and 60th Street Ring Road		2
	3c: Thornapple River Drive and 48th Street Partial Interchanges	Wetlands challenges may require mitigation	2
	3d: 48th Street Full Interchange		2
4	Patterson Avenue /44th Street Safety Enhancements	Minimal wetland/waterway impact	4
5	M-37/Patterson Avenue/60th Street Intersection Enhancements	Minimal wetland/waterway impact	4

Multi-modal Enhancements

All alternatives have minimal wetland/waterway impact.

Table 7 Evaluation Results of Likely Environmental and Right-of-Way Impact for Multi-modal Enhancements Alternatives

#	Alternative	Level of Impacts	Score
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1	Downtown Express Bus/Shuttle	Minimal wetland/waterway impact	4
2	Expanded Transit Service	Minimal wetland/waterway impact	4
4	Expanded Curb Access/Management	Minimal wetland/waterway impact	4
5	Pedestrian/Bike Connectivity Enhancements	Minimal wetland/waterway impact	4

Estimated Project Cost

The project cost estimate¹ indicates the construction cost and overall construction complexity of the Practical Alternatives. Practical Alternatives are evaluated on a score from 0 to 4, with 0 indicating high cost and 4 indicating low cost.

Roadway Access

Evaluation of the roadway access alternatives includes a detailed construction estimate of several variations. *Alternative 1a*, *1b* and *Alternative 2b* all require tunnel construction and airfield costs of the route relocation within the GRR airport properties. Therefore, their estimated project costs are significantly higher than others. Both *Alternative 4* and *Alternative 5* focuses on safety enhancement, which are small-scale road facilities improvements. They will have relatively low costs.

Table 8 Evaluation Results of Estimated Project Cost for Roadway Access Alternatives

#	Alternative	Variations	Construction Cost	Score
1	I-96/36th Street Access	1a: Direct Access	\$157 million	1
		1b: Indirect Access	Pending (similar to 1a)	1
2	Thornapple River Drive Access	2a: Secondary Freight Access	\$2 million	4
		2b: Air Cargo Drive Access	\$285 million	0
3	M-6 Interchange	3a: 60th Street Interchange	\$22 million	2
		3c: Thornapple River Drive and 48th Street Partial Interchanges	\$15 million	3
		3d: 48th Street Full Interchange	\$23 million	2
		Optional Ring Road Add-On	\$9 million	N/A
4	Patterson Avenue /44th Street Safety Enhancements		Pending (relatively low)	3
5	M-37/Patterson Avenue/60th Street Intersection Enhancements		Pending (relatively low)	3

Multi-modal Enhancements

Alternative 1 and *Alternative 2* require additional operation cost for expanded transit service. *Alternative 4* and *Alternative 5* require lower project cost for small-scale improvements on airport facilities.

Table 9 Evaluation Results of Estimated Project Cost for Multi-modal Enhancements Alternatives

#	Alternative	Construction/Operation Cost	Score
1	Downtown Express Bus/Shuttle	Medium cost from \$800K to \$1.8 million depending on chosen concept	2

¹ The construction cost estimates are in 2022 dollars and use MDOT average unit prices as of June, 2022 where applicable. Estimates do not include costs for environmental analysis, engineering design or construction engineering, right-of-way, wetland or other environmental mitigation costs, or private utility relocations.

2	Expanded Transit Service	Medium operational project cost	2
4	Expanded Curb Access/Management	Low project cost	4
5	Pedestrian/Bike Connectivity Enhancements	Low project cost	4

Public Support and Prioritization

Public support and prioritization considers feedback from public, communities and local jurisdictions. An online public survey opened from August to September gained input on possible airport access improvements and the Practical Alternatives. Besides, local jurisdictions suggested preferences or concerns over certain alternatives during meetings. All of the information is gathered and concluded as level of support on each alternative. Practical Alternatives are evaluated on a scale from 0 to 4, with 0 indicating no support to 4 indicating high support. The results are shown in the table below.

Roadway Access

Alternative 1a received the highest rating with the most positive ratings from the online survey. All M-6 interchange variations, which are *Alternative 3* received mixed views from local jurisdictions, while they had relatively high support according to the ratings and comments from the online survey.

Table 10 Evaluation Results of Public Support and Prioritization for Roadway Access Alternatives

	Alternative	Variations	Public Input	Score
1	I-96/36th Street Access	1a: Direct Access	Highest support from public	4
		1b: Indirect Access	Medium support from public	2
2	Thornapple River Drive Access	2a: Secondary Freight Access	Medium support from public	2
		2b: Air Cargo Drive Access	Favorable input from public	3
3	M-6 Interchange	3a: 60th Street Interchange and 60th Street Ring Road		2
		3c: Thornapple River Drive and 48th Street Partial Interchanges	Relatively high support from public + mixed opinions from local jurisdictions	2
		3d: 48th Street Full Interchange		2
4	Patterson Avenue /44th Street Safety Enhancements		Medium support from public	2
5	M-37/Patterson Avenue/60th Street Intersection Enhancements		Medium support from public	2

Multi-modal Enhancements

Alternative 1 received the highest rating according to the online survey. Both *Alternative 2* and *Alternative 3* were also overall supported by the public, with most of the ratings from “Neutral” to “Strongly like”. A few comments also addressed congestion issues at the terminal curb and possible curb expansion efforts.

Table 11 Evaluation Results of Public Support and Prioritization for Multi-modal Enhancements Alternatives

#	Alternative	Public Input	Score
1	Downtown Express Bus/Shuttle	Highest support from public	4
2	Expanded Transit Service	Relatively high support from public	3
4	Expanded Curb Access/Management	Medium support from public	2
5	Pedestrian/Bike Connectivity Enhancements	Relatively high support from public	3

Evaluation Results

Roadway Access

An average score of all evaluation categories for each alternative is calculated as the overall score. *Alternative 1a*, *Alternative 2a*, *Alternative 4* and *Alternative 5* all have relatively higher overall scores than the other alternatives. They have the potential to be selected as Preferred Projects.

Table 12 Roadway Access Alternatives Evaluation Result Summary

#	Alternative	Variations	Transportation Benefit	Land Use Compatibility	Environmental /ROW Impacts	Estimated Project Cost	Public Support and Prioritization	Overall Score
1	I-96/36th Street Access	1a: Direct Access	4	3	2	1	4	2.8
		1b: Indirect Access	2	3	2	1	2	2.0
2	Thornapple River Drive Access	2a: Secondary Freight Access	2	4	4	4	2	3.2
		2b: Air Cargo Drive Access	4	1	4	0	3	2.4
3	M-6 Interchange	3a: 60th Street Interchange and 60th Street Ring Road	2	1	2	2	2	1.8
		3c: Thornapple River Drive and 48th Street Partial Interchanges	3	1	2	3	2	2.2
		3d: 48th Street Full Interchange	3	2	2	2	2	2.2
4	Patterson Avenue /44th Street Safety Enhancements		3	3	4	3	2	3.0
5	M-37/Patterson Avenue/60th Street Intersection Enhancements		2	3	4	3	2	2.8

Multi-Modal Enhancements

An average score of all evaluation categories for each alternative is calculated as the overall score. Both *Alternative 1* and *Alternative 5* receive higher score than the other alternatives. They have the priorities to be selected as Preferred Projects.

Table 13 Multi-modal Enhancements Alternatives Evaluation Result Summary

#	Alternative	Transportation Benefit	Land Use Compatibility	Environmental/ ROW Impacts	Estimated Project Cost	Public Support and Prioritization	Overall Score
1	Downtown Express Bus/Shuttle	4	4	4	2	4	3.6
2	Expanded Transit Service	2	2	4	2	3	2.6
4	Expanded Curb Access/Management	2	4	4	4	2	3.2
5	Pedestrian/Bike Connectivity Enhancements	3	4	4	4	3	3.6

Preferred Projects & Future Options

Preferred Projects generally have high priorities to be considered for implementation. Alternatives that can be accomplished within 5 years are near-term alternatives, while long-term alternatives need additional planning to determine specific timeline for implementation.

Roadway Access

According to the evaluation results, Preferred Roadway Access Projects are the following:

- I-96/36th Street Access Direct Access (Long-term)
- Thornapple River Drive Secondary Freight Access (Near-term)
- Patterson Avenue /44th Street Safety Enhancements (Near-term)
- M-37/Patterson Avenue/60th Street Intersection Enhancements (Near-term)

Alternative 1b: I-96/36th Street Access Indirect Access and *Alternative 2b: Air Cargo Drive Access* are do not qualify due to their lower overall score. By preference, *Alternative 1a: I-96/36th Street Access Direct Access* will be the primary focus of a new airport access point. But it requires additional time for implementation due to the high cost and coordination with potential airport runway construction.

For *Alternative 3 (M-6 Interchanges)* the two options accessing 48th Street are preferred based on their enhanced connectivity to east-west connectivity and pathways to the Airport. However, additional M-6 interchanges are not seen as a near-term priority either for the region or for the local jurisdiction (Cascade Township). Additional interchange access at these locations will be considered as future options for possible long-term implementation to support any additional growth in trip-making and need for access on the east side of the airport.

Multi-Modal Enhancements

According to the evaluation results, Preferred Multi-Modal Enhancement Projects for implementation are the following:

- Downtown Express Bus/Shuttle (Near-term)
- Pedestrian/Bike Connectivity Enhancements (Near-term)

Alternative 2: Expanded Transit Service requires further coordination with transit operators and local jurisdictions to both fund and plan for service needs over the long term. *Alternative 4: Expanded Curb Access/Management* will remain a focus of Airport expansion efforts. Both of these enhancements are considered for long-term implementation.

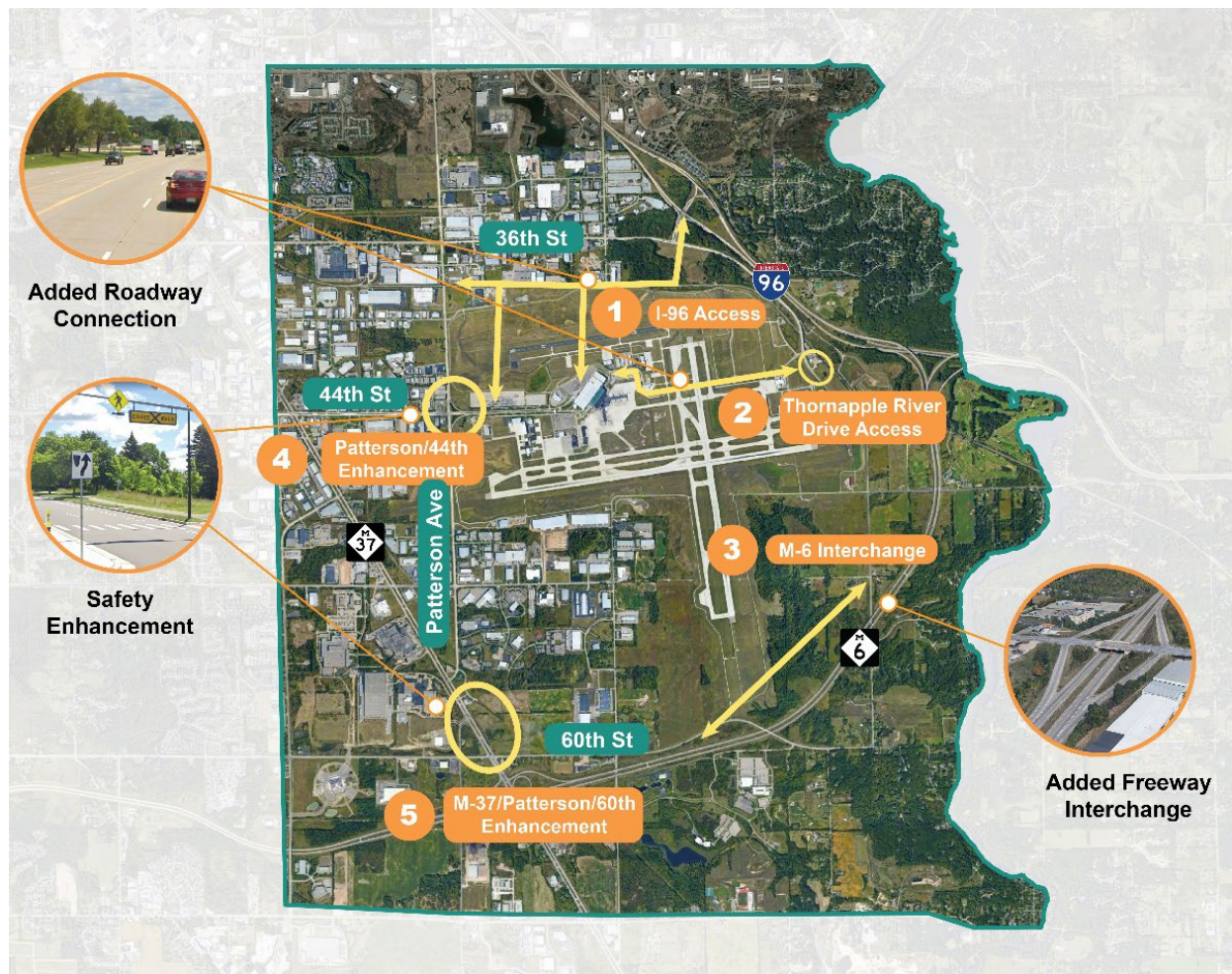
Appendix: Practical Alternatives

Airport Roadway Access

Overview

Current airport roadway access for passengers is limited to the Patterson Avenue and 44th Street intersection and the Patterson Avenue and Van Laar Drive intersection. Alternatives for airport roadway access include access points, roadway connections, freeway interchange and intersection safety enhancements.

Figure 1: Airport Roadway Access Practical Alternatives



Alternative 1: I-96/36th Street Access

1a – Direct 36th Street Access

This alternative extends the I-96/36th Street interchange south of 36th Street to create a direct roadway connection to the airport. It includes a tunnel below the current and future expanded runway and avoids parking expansion zone on north side of terminal. This access would relieve traffic entering the airport from Patterson Avenue and adds redundancy to the current airport access network.



1b – Indirect 36th Street Access

This alternative extends the I-96/36th Street interchange south of 36th Street and creates an indirect connection around the end of ultimate runway footprint to the 44th Street segment east of Patterson Avenue. Compared to the existing primary access, this alternative does not have a significantly more direct path, but it adds redundancy and avoids the 44th Street/Patterson Avenue intersection. At the end of the runway, the roadway stays below grade to avoid interference with the runway protection zone. In the long run, a tunnel may be needed for the expanded future runway.



Alternative 2: Thornapple River Drive Access

2a – Secondary Freight Access

This alternative adds a new access point on Thornapple River Drive near the current freight access point next to FedEx Ship Center, which supports the growing cargo operations hub. This access enhancement is a portion of the Airport’s recent Master Plan.



2b – Air Cargo Drive Access

This alternative adds a new roadway access from Thornapple River Drive. It relocates the connection of Air Cargo Drive and Thornapple River Drive, and provides a direct connection to the airport terminal and parking lots. The roadway goes under the runway as a widened tunnel. There is possible impact on the existing building 205 (ARFF station) and/or future parking ramp of the airport terminal parking lots.



Alternative 3: M-6 Interchange

3a – 60th Street Interchange

This alternative adds a full M-6 interchange at the existing 60th Street bridge. This provides new access point for the developing industrial area at south end of the airport; and could help separate freight traffic from passenger traffic. An optional ring road could be extended from 60th Street on the south end of the airport along M-6 and connect the interchange to Thornapple River Drive. This could be implemented as adjacent land uses develop, as a way to remove business travel from residential areas and support campus development activity in Caledonia.



3c – Thornapple River Drive and 48th Street Split Interchange

This alternative adds a split M-6 interchange on Thornapple River Drive with northbound entrance and southbound exit, and on 48th Street with northbound exit and southbound entrance, which are connected by weave-merge lanes on M-6. The option could be combined with a ring road that is extended from 60th Street on the south end of the airport along M-6 and connects it to Thornapple River Drive.



3d – 48th Street Full Interchange

This alternative adds a full M-6 interchange on 48th Street. This could be combined with an optional ring road that is extended from 60th Street on the south end of the airport along M-6, connecting it to Thornapple River Drive.



Alternative 4: Patterson Avenue /44th Street Intersection Enhancements

This alternative focuses on the current and future airport gateway at the Patterson/44th intersection, improving safety and traffic operations. Currently, this intersection is a significantly high crash activity spot with an incomplete pedestrian network. Planned enhancements include a new roadway connection to the surface parking areas, the removal of right turn drives, and a protected southbound to eastbound left turn to reduce angle accidents.



Alternative 5: M-37/Patterson Avenue /60th Street Intersection Enhancements

This alternative focuses on safety enhancements at the M-37/Patterson Avenue/60th Street intersections, which serve as the primary pathway to the airport from south and M-6. Currently, these intersections have the highest crash activity within the study area. There is curve warning and signal ahead signages on Patterson Avenue near M-37. Potential enhancements include EB to SB right turn lane marking extension to reduce side swipe accidents on 60th Street, added signs and arrow markings on SB 60th Street, added lane use signs and arrow markings on SB M-37 and WB 60th Street to reduce sideswipe and angle accidents, and a planned widening (adding lanes) along M-37 by MDOT.

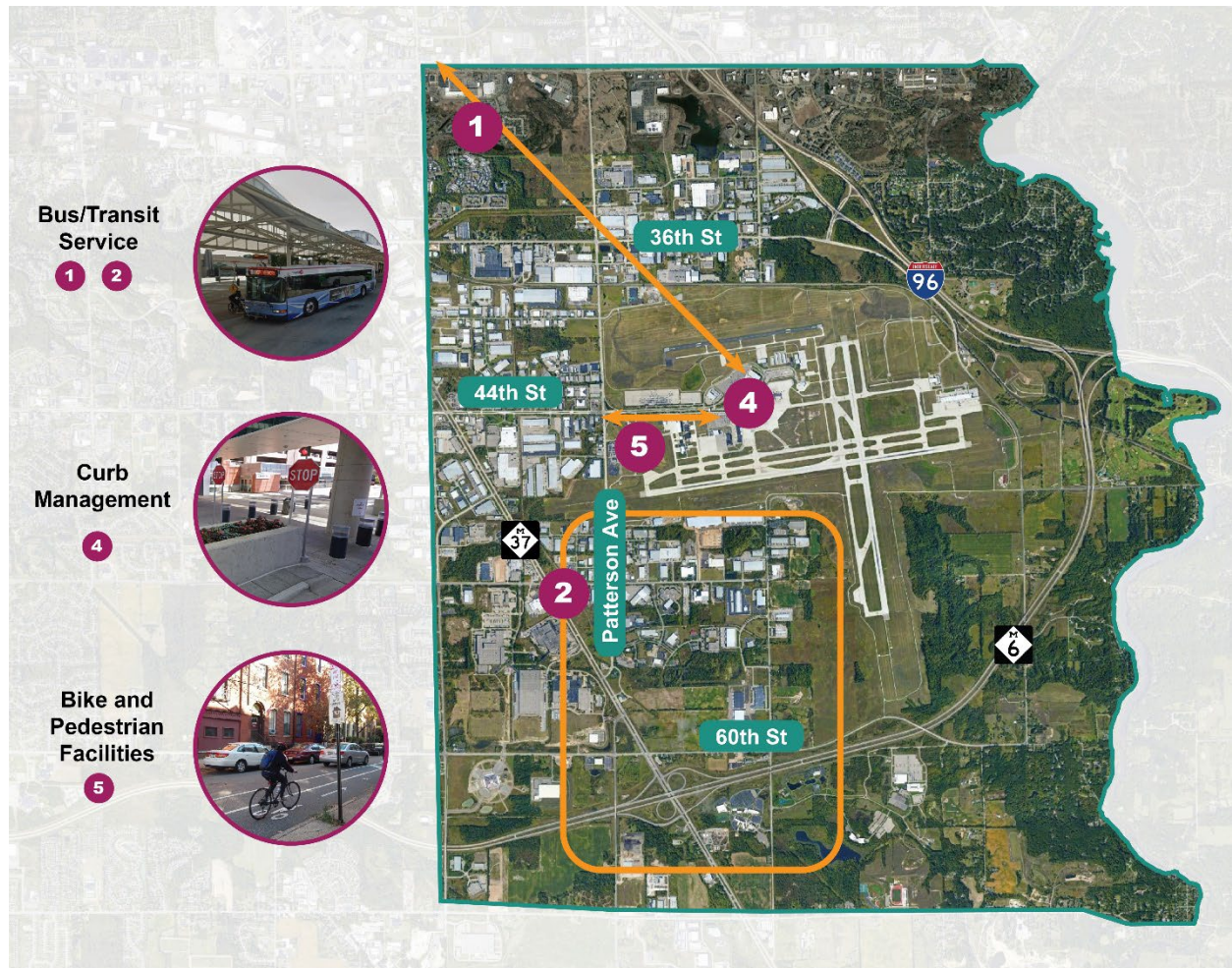


Multi-Modal Enhancements

Overview

Multi-modal enhancement alternatives include transit, bike and pedestrian features, which could provide opportunities to expand access options and improve airport access.

Figure 2: Multi-modal Access Features



Alternative 1: Downtown Express Bus/Shuttle

In 2006, The Rapid launched Air Porter, a shuttle service between Downtown Grand Rapids and the airport. The shuttle service was downsized and later closed in 2008 due to lack of consistent ridership. In 2021, *The Rapid Comprehensive Operational Analysis Preferred Alternative* recommended relaunching a similar express bus/shuttle service from Downtown Grand Rapids to the airport.

Alternative 2: Expanded Transit Service (Cascade/Caledonia)

The Rapid could consider expanding its transit service in Caledonia and Cascade Charter Township by adding fixed-route bus service or Rapid Connect, an on-demand service that allows customers to book rides that connect to The Rapid’s regular bus system in real-time via

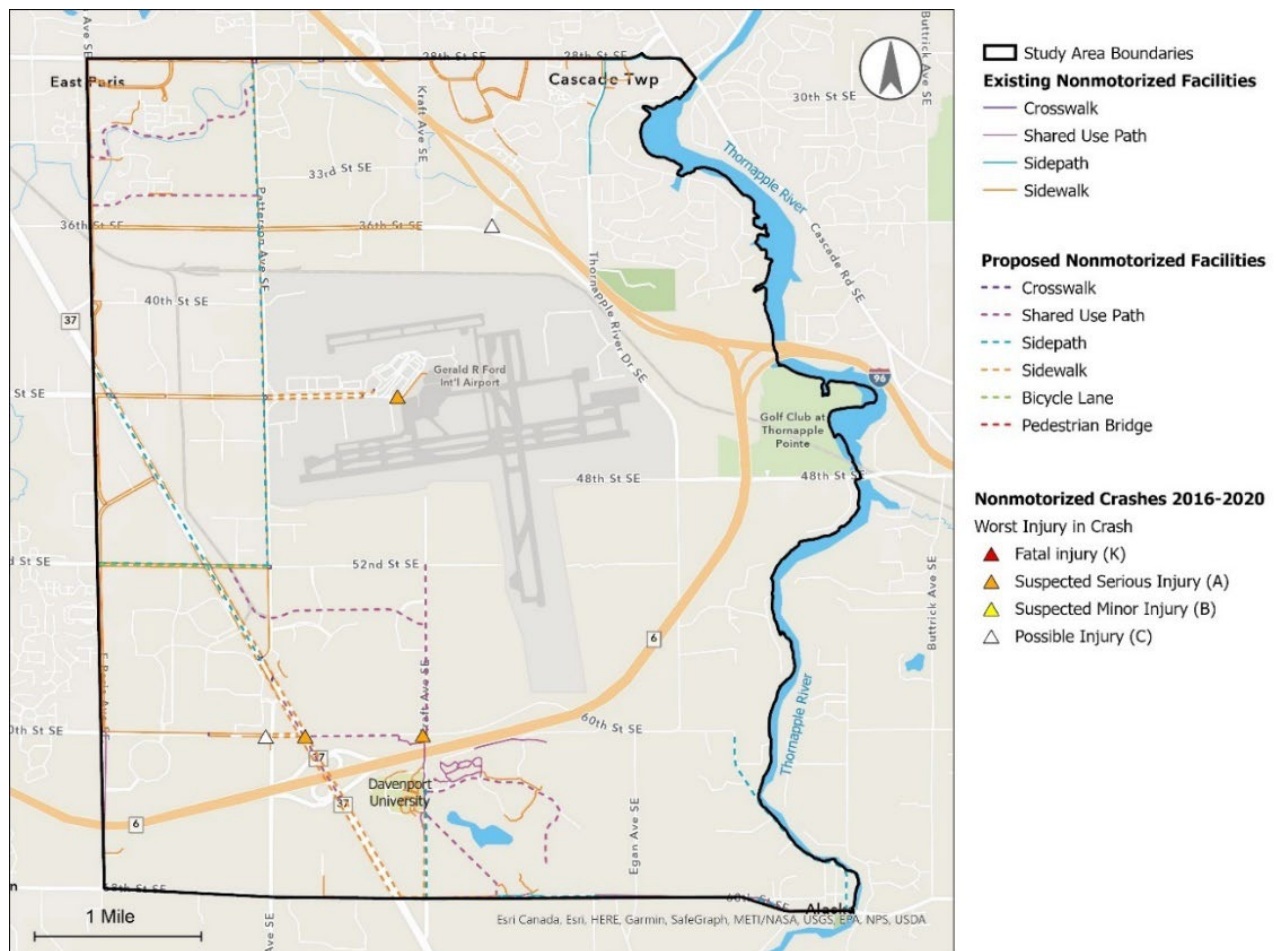
mobile app. The expanded transit service would add more options for people in these two regions to access the airport.

Alternative 4: Expanded Curb Access/Management

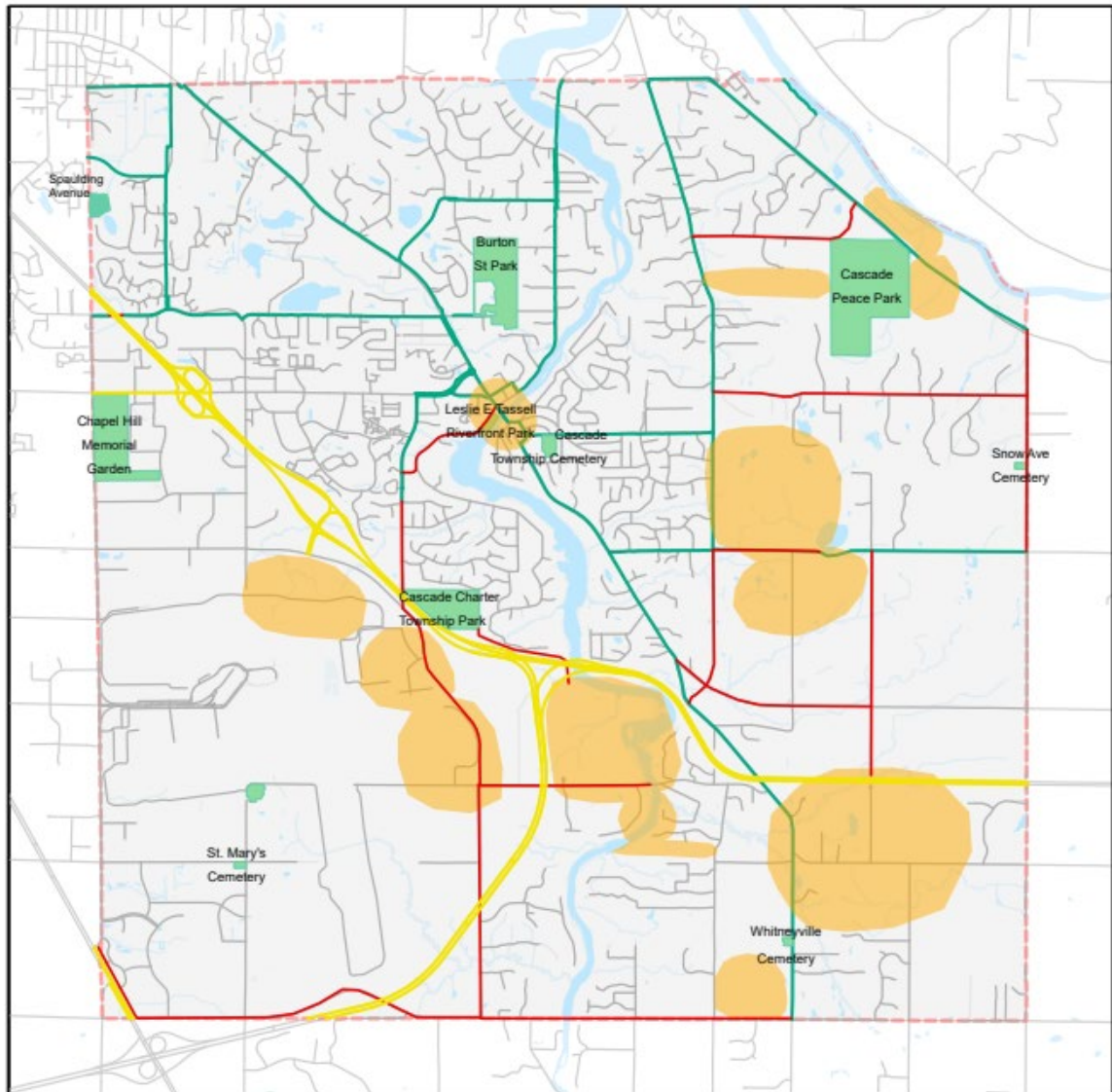
Currently, the terminal building and the curb are on a single level. The *GRR Airport Master Plan Update* considers terminal extension to two full levels, with the upper level for departures and an at-grade lower level for arrivals. This feature would allow more efficient traffic circulation and improve capacity at the terminal.

Alternative 5: Pedestrian/Bike Connectivity Enhancements

The 2019 *Airport Master Plan Update* included plans for sidewalks along 44th Street/Oostema Boulevard from Patterson Avenue to West Michigan Aviation Academy. New nonmotorized facilities are also planned along Patterson Avenue, Broadmoor Avenue (M-37), in the 52nd Street and Kraft Avenue corner of the Four Corners, and in the Davenport University area. *Cascade Township Strategic Plan 2022* also proposed trail extensions along 60th Street and 48th Street.



Non-motorized Facilities according to the 2019 Airport Master Plan Update

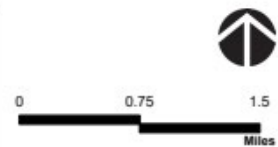


Future Parks Target Areas

Cascade Charter Township, Kent County, Michigan
September 14, 2022

LEGEND

- Proposed Trail Extensions
- Existing Non Motorized Trails
- Proposed Park Acquisition Areas
- Existing Parks - Modified selection



Data Source: Michigan Geographic Data Library 2022, Grand Valley Metropolitan Council REGIS 2022, McKenna 2022.

Proposed Trail and Park Extensions according to Cascade Township Strategic Plan 2022



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE Grand Rapids, Michigan 49546

Date: January 11, 2023
To: Supervisor Lesperance and Township Board Members
From: Ben Swayze, Township Manager
Subject: BS&A Cloud Upgrade – Software and Services Proposal

FACTS:

Cascade Township currently utilizes a suite of software from BS&A for a majority of our software needs. Modules that we currently utilize from BS&A include Financial Management (General Ledger, Accounts Payable, Cash Receipting, Fixed Assets and Purchase Order), Personnel Management (Payroll and Timesheets (*pending*)); Community Development (Building Department); Property (Assessing, Tax, Special Assessment and Delinquent Personal Property) and BS&A Online (Community Development and Public Records Search). Currently, the Township hosts a local server dedicated to our BS&A applications (commonly referred to as BSA .net). You will recall that the last time the BS&A server was replaced, we indicated that the Township would need to consider moving to the BS&A Cloud services eventually. We did a similar migration in FY2022 when the Township migrated our email system to Microsoft Cloud rather than a hosted exchange server.

Attached you will find a proposal for the conversion to BS&A Cloud. It should be noted that BS&A has not been able to give us an implementation date as municipalities all over the state are making similar conversions. By approving the proposal, the Township will essentially “get in line” for the conversion process. While we hope the conversion will take place in FY2023, it may be FY 2024 before the project is started and/or completed.

Attached for your review are:

- Proposal from BS&A Software for BS&A Cloud Upgrade Software and Services.

ANALYSIS & CONCLUSIONS:

The Township has been utilizing the BS&A.net suite of software for nearly 20 years, and it serves as the IT backbone for our organization. Utilization of the software integration allows for essential data interaction between departments and other organizations. By upgrading to the BS&A Cloud now we can insure we keep up with the latest technology trends, and ensure essential data access to our employees and residents as data access becomes more and more decentralized.

The project will also purchase one additional module (Timesheets) that we do not currently utilize. Currently the Township utilizes a hand-written timesheet process which are entered into out payroll system manually by the Director of Human Resources. Utilizing *Timesheets* will allow us to eliminate paper timecards for a computerized timecard system that will integrate into the Payroll BS&A module.

The proposal is divided into several sections, including costs for the Cloud modules (initial and ongoing), project management and implementation planning (fixed and one-time) and Implementation and Planning (variable based on estimated number of days needed.) There are also estimated costs for travel expenses and an annual hosting fee.

FINANCIAL CONSIDERATIONS:

The entire proposal estimate is \$126,700 which includes both fixed costs and estimated fees. The primary variable cost will be the implementation and training costs, which will be billed for actual days used (\$1,100 per day) and currently estimated at 44 days. This project is budgeted approximately 50/50 in the General Fund and in the Building Fund. The module purchase/annual fees will replace the current BS&A.net annual maintenance fees in the budget. Long-term, the BS&A server replacement will be eliminated, which is typically \$20,000 - \$25,000 every 4 years.

RECOMMENDED ACTION:

Consider the proposal from BS&A Software for Software and Services for BS&A Cloud Upgrade.

**Proposal for:
Cascade Charter Township, Kent County MI**

December 15, 2022

Quoted by: Dan J. Burns, CPA

Software and Services for BS&A Cloud Upgrade



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Upgrade - Cloud Modules

Financial Management

General Ledger	\$4,500
Accounts Payable	\$3,825
Cash Receipting	\$3,825
Fixed Assets	\$3,825
Purchase Order	\$3,825

Personnel Management

Payroll	\$6,185
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Community Development

Building Department	\$13,285
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Property

Assessing	\$4,590
Tax	\$3,875
Special Assessment	\$2,295
Delinquent Personal Property	\$1,325

BS&A Online

Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$3/application is accumulated and billed to the municipality).</i>	\$0
Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor</i>	\$0

Subtotal **\$51,355**

New Purchase - Cloud Modules

Personnel Management

Timesheets	\$2,745
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Subtotal **\$2,745**



Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$24,200

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	11		\$12,100
Financial Management Modules	Days:	8		\$8,800
Personnel Management Modules	Days:	7		\$7,700
Community Development Modules	Days:	12		\$13,200
Property Modules	Days:	6		\$6,600
	Total:	44	Subtotal	\$48,400

Cost Totals

Not including Annual Service Fees

Modules – Upgrade	\$51,355
Modules – New Purchase	\$2,745
Project Management and Implementation Planning	\$24,200
Implementation and Training	\$48,400
Total Proposed	\$126,700
<i>Travel Expenses</i>	<i>\$4,780</i>
<i>Hosting Fees</i>	<i>\$12,100</i>

Payment Schedule

- 1st Payment: **\$24,200** to be invoiced upon execution of this agreement.
2nd Payment: **\$66,200** to be invoiced at activation of customer's site.
3rd Payment: **\$53,180** to be invoiced upon completion of training.



Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Financial Management	
General Ledger	\$4,500
Accounts Payable	\$3,825
Cash Receipting	\$3,825
Fixed Assets	\$3,825
Purchase Order	\$3,825
Personnel Management	
Payroll	\$6,185
Timesheets	\$2,745
Community Development*	
Building Department	\$13,285
Property	
Assessing	\$4,590
Tax	\$3,875
Special Assessment	\$2,295
Delinquent Personal Property	\$1,325
BS&A Online	
Community Development*	\$18,780
Public Records Search	\$6,200
Total Annual Service Fees	\$79,080

* Pricing for these modules covers usage for Cascade, Ada, Grand Rapids, Lowell, Plainfield, Vergennes, East Grand Rapids City, but is contingent upon Ada, Plainfield, Vergennes and East Grand Rapids continuing to pay maintenance on BD.NET, or subscribing to Cloud CD at some later point.

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$12,100



Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

	Quantity	Cost
Epson THM-6000V Series Receipt Printer*	\$925 x _____ = \$_____	
APG Series 100Cash Drawer**	\$250 x _____ = \$_____	
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250 x _____ = \$_____	
Credit Card Reader (if using Invoice Cloud)	\$75 x _____ = \$_____	

This will add \$ _____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer _____

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

___ Classroom training, \$205/person/day

___ On-site training (unlimited attendees), \$1,100/day, travel not included



BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

Payment Processing Requirements

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/bsaonline/public-records-search/> for information.



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr SE Grand Rapids, Michigan 49546

Date: January 11, 2022
To: Supervisor Lesperance and Township Board Members
From: Ben Swayze, Township Manager
Subject: Spectrum Mid-America – Franchise Agreement Renewal

FACTS:

The Township has received correspondence from Spectrum Mid-America, LLC (aka Charter Communications) expressing their desire to renew their Uniform Video Service Franchise Agreement with Cascade Charter Township. The current franchise agreement was signed in 2013 and transferred from CC Michigan, LLC to Spectrum Mid-America LLC in 2018.

The Uniform Video Services Local Franchise Act (P.A. 480 of 2006) lays forth the process for considering and approving video service franchise agreements. The law has set forth the process, with very little room for alternate considerations for the Township. The Township is required to review the request within the purview of the act, and approve or deny the request based on the standards put forth in the act.

Attached for your review are:

- Proposed Uniform Video Service Local Franchise Agreement
- Proposed Resolution Approving the Renewal of the Spectrum Mid-America LLC Franchise Agreement

ANALYSIS & CONCLUSIONS:

The initial franchise agreement with Spectrum included a 5% Franchise Fee which has been carried through to the franchise agreement renewal.

Spectrum serves a limited area of the Township through their wired cable service (which is the only service subject to this agreement). The Franchise agreement does not apply to any internet service, which is not a utility currently regulated by the Michigan Public Service Commission. The Township has received no complaints regarding the business practices of Spectrum related to their wired cable offerings, and nothing that would bring into question the renewal of the Spectrum franchise agreement.

FINANCIAL CONSIDERATIONS:

Spectrum provides approximately \$8,800 per year to the Township in Franchise fees that are dictated in our current and proposed franchise agreement.

RECOMMENDED ACTION:

Approve the resolution to Approve the Uniform Video Service Local Franchise Agreement Renewal with Spectrum Mid-America LLC Michigan

**CASCADE CHARTER TOWNSHIP
KENT COUNTY, MICHIGAN**

RESOLUTION ___ of 2023

Minutes of a regular meeting of the Township Board of Cascade Charter Township, County of Kent, State of Michigan, held at the Wisner Center in said Township on January 11, 2023 at 7:00 o'clock p.m., Eastern Standard Time

PRESENT: Members _____

ABSENT: Members _____

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

WHEREAS, Spectrum Mid-America, LLC (“Company”) in 2013 was granted a Uniform Video Service Local Franchise Agreement (“Agreement”) to provide cable service in Cascade Charter Township (“Cascade”), which Agreement is due to expire in January 2013; and

WHEREAS, in 2006 the State of Michigan enacted Public Act 480 of 2006 to make certain changes in cable and video franchising; and

WHEREAS, Cascade has received from the Company a request to renew the agreement for another period of 10 years; and

WHEREAS, Cascade has reviewed the proposed renewal Agreement and finds it administrative complete and intends to sign the proposed renewal Agreement

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Cascade Charter Township agrees to renew the Uniform Video Service Franchise Agreement Spectrum Mid-America, LLC with a five percent (5%) franchise fee, which is currently in effect, and will remain in effect through the renewal term of the Agreement; and

2. Cascade Charter Township authorizes the Township Manager to execute the renewal agreement with conditions as set forth above.

YEAS: Board members _____

NAYS: Board members _____

ABSTAIN: Board members _____

ABSENT: Board members _____

RESOLUTION DECLARED ADOPTED

Susan B. Slater, Township Clerk

I HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Cascade Charter Township, County of Kent, Michigan, at a regular meeting held on January 11, 2023, 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

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Township of Cascade, a Michigan municipal corporation (the "Franchising Entity"), and Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video **service** Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. **The fee shall be 1 of the following:**
 - i. **If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.**
 - ii. **At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers**
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(I) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Township of Cascade:

Cascade Township

5920 Tahoe Drive SE

Grand Rapids, MI 49546

Attn: Township Supervisor or Clerk

Fax No.:

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement** are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity** are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Township of Cascade, a Michigan Municipal Corporation

Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a

By _____
 Print Name _____
 Title _____
 Address _____
 5920 Tahoe Drive SE
 City, State, Zip _____
 Grand Rapids, MI 49546
 Phone _____
 (616) 949-1500
 Fax _____
 Email _____

By _____ *Paul Abbott*
 Print Name _____
 Paul D. Abbott
 Title _____
 Vice President, Local Government Affairs
 Address _____
 12405 Powerscourt Drive
 City, State, Zip _____
 St. Louis, MO 6313
 Phone _____
 774-243-9738
 Fax _____
 Email _____

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)**

Date: 8-15-2022		
Applicant's Name: Spectrum Mid-America, LLC,		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 45-4593320		

Company executive officers:

Name(s): Thomas M. Rutledge
Title(s): President and Chief Executive Officer

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent video provider, the Provider is satisfying this requirement by allowing the Franchising Entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise from the Franchising Entity entered before the effective date of this Act."

The area provided for service is in the Township of Cascade, MI. Upon request, the Provider shall provide a route map showing the location of the Cable System within the municipality, to the Franchising Entity.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]


Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: N/A

For All Applications:

**Verification
(Provider)**

I, Paul D. Abbott, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Paul D. Abbott, Vice President, Local Government Affairs	
Signature: 	Date: 8-15-22

(Franchising Entity)

Township of Cascade, a Michigan municipal corporation

By _____

Print Name _____

Title _____

Address _____

5920 Tahoe Drive SE _____

City, State, Zip _____

Grand Rapids, MI 49546 _____

Phone _____

(616) 949-1500 _____

Fax _____

Email _____

Date _____



CASCADE CHARTER TOWNSHIP

5920 Tahoe Dr. SE, Grand Rapids, Michigan 49546

Date: January 11, 2023
To: Cascade Charter Township Board
From: Supervisor Grace Lesperance
Subject: Consider Appointments to Various Boards and Commissions

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

Construction Board of Appeals

Ken Dixon (<i>Architect</i>)	Reappointment - Two-year Term (Exp. 12/31/24)
Dave Schaffer (<i>Architect</i>)	Reappointment - Two-year Term (Exp. 12/31/24)
John Becker (<i>Builder</i>)	Reappointment - Two-year Term (Exp. 12/31/24)
Ron Reitsma (<i>Electrical Contractor</i>)	Reappointment - Two-year Term (Exp. 12/31/24)
Mark Homans (<i>Const. Project Manager</i>)	Reappointment - Two-year Term (Exp. 12/31/24)
Jonathon Yonkers (<i>Mechanical Engineer</i>)	Reappointment - Two-year Term (Exp. 12/31/24)
John Rizor (<i>Architect</i>)	Reappointment - Two-year Term (Exp. 12/31/24)

Board of Review

Assessor Jennifer Genter has found that our Board of Review members have been incorrectly appointed in even number years, as the legislation calls for the Board of Review to be seated/appointed in odd-number years for two-year terms. As such, I am appointing the same slate of members to be appointed in 2023 for 2-year terms, even though their current terms don't technically expire until the end of 2023.

Barbra Manus-Averill	Reappointment - Two-year Term (Exp. 12/31/24)
John Meyer	Reappointment - Two-year Term (Exp. 12/31/24)
Sara Fazio	Reappointment - Two-year Term (Exp. 12/31/24)
Louis Berra (<i>Alternate</i>)	Reappointment - Two-year Term (Exp. 12/31/24)
Nancy Hillary (<i>Alternate</i>)	Reappointment - Two-year Term (Exp. 12/31/24)