

**AGENDA**  
**CASCADE CHARTER TOWNSHIP**  
**REGULAR BOARD MEETING**

Wednesday, October 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**

**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 Meeting–9/27/23
- b. Receive and File Reports
- c. Receive and File Education Requests
- d. Receive and File Communication

**Article 7. Financial Actions**

- a. Request for Invoices to be paid on 10/12/2023

**Article 8. Unfinished Business**

**069-2023 Consider Resolution to Terminate Lease and Buy Out F&F Service Center *(Roll Call)***

**Article 9. New Business**

**085-2023 Consider Approval of Contractor for Friendship Park**

**086-2023 Consider Resolution to Approve Provider Agreement for Kent County Water Main Extension *(Roll Call)***

**Article 10. Discussion**

**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, September 27, 2023

Wisner Center

2870 Jacksmith Dr SE

Grand Rapids, MI 49546

And Virtual Zoom Meeting

7:00 P.M.

HYBRID FORMAT

- Article 1.** Supervisor Lesperance called the meeting to order.  
Present: Supervisor Lesperance, Clerk Slater, Treasurer Korstange,  
Trustees Koessel, Shipley, McDonald and Noordhoek  
Absent: None  
Also Present: Township Manager Jade Smith, Planner Hilbrands, Deputy  
Clerk Jager, Parks and Rec. Dir. Manion 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 the  
agenda. Motion carried unanimously.
- Article 4. Presentations**  
None
- Article 5. Public Comments-Anything on the Agenda not scheduled for a public  
hearing. (Limit comments to 3 minutes)**
1. Scot VanSolkema-2570 Orange Ct-spoke in support of Wormies and  
inquired on the Grand Rapids Triathlon's arrangements with the  
Township.
  2. Luis Chen-5745 Whitneyville Ave-spoke in support of Wormies.
  3. Youssef Darwich-9929 68<sup>th</sup>-spoke in support of Wormies.
- Article 6. Approval of Consent Agenda**
- a. Receive and File Minutes
    1. Township Board Meeting-9/13/23 & 9/15/23
    2. Planning Commission-8/7/23 & 8/21/23
  - b. Receive and File Reports
    1. Building Department August 2023
  - c. Receive and File Education Requests
    1. David Lintemuth-Fire Inspector I Training
  - d. Receive and File Communication  
None
- Motion by Trustee Shipley, seconded by Clerk Slater to approve the  
Consent Agenda. Motion carried unanimously.

**Article 7. Financial Actions**

- a. Financial Statement August 2023
  - b. Request for Invoices to be paid on 9/28/2023
- Motion by Trustee Koessel, seconded by Trustee Noordhoek to approve.  
Motion carried unanimously.

**Article 8. Unfinished Business**

**052-2023 Consider Approval of Type II Special Use Permit for a Commercial Composting Operation at 5745 Whitneyville Avenue (Roll Call)**

Motion by Trustee Koessel, seconded by Trustee Shipley to remove item from the table. Motion carried unanimously. Motion by Trustee McDonald, seconded by Trustee Noordhoek to approve with staff recommendations. Motion carried unanimously by roll call vote.

**Article 9. New Business**

**082-2023 Consider Request to Approve Resolutions for Grand Rapids Triathlon to Close Public Streets on June 8 & 9, 2024 (Roll Call)**

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

**083-2023 Consider Resolution to Designate POW/MIA Recognition Day (Roll Call)**

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

**084-2023 Consider Contract for Financial Services with Plante Moran**

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

**Article 10. Discussion**

None

**Article 11. Public Comments**

1. Rod Schultz-commented on the excessive number of conditions on Wormies and the lack of conditions on a carwash.
2. Shivani Mishra-6420 Grenelefe Dr-asked for a waiver on property tax late fee.
3. Ken VanDerKolk-7200 Leyton Dr-inquired on recouping public safety costs.
4. Scot VanSolkema-commented on legislation in Lansing that reduces local government regulation and that POW/MIA Recognition Day was delinquent.
5. Walter Bujak-County Commissioner District 21-6639 Thornapple River Dr-responded to the Township request made at the previous regular meeting for action on PFAS monies from the County. He reviewed the

EGLE meeting in Hillsboro and its ongoing investigation of PFAS source. He requested an invite to the Fire Station 1 opening.

**Article 12. Manager Comments**

1. Manager Smith reported in response to residents' requests, PFAS information was added to the Township website. Fire station 1 Open House is slated for Nov 2, 2023. Ron Sabin retired from the Building Department after 17 years. Parks & Recreation volunteer opportunities can be obtained through volunteer@cascadetwp.com.

**Article 13. Board Member Comments**

1. Trustee Shipley thanked those in attendance for coming to the meeting and mentioned former Township Board Member Bob VanStrien's passing.
2. Treasurer Korstange requested more details from education requests.
3. Supervisor Lesperance thanked the following staff for their great work: Manager Smith, Planner Hilbrands, Parks and Rec. Dir. Manion, and Communication Specialist Rich Lakeberg.

**Article 14. Adjournment**

Motion by Clerk Slater, seconded by Trustee Shipley to adjourn. Motion carried unanimously.  
Meeting adjourned at 8:21 pm.

Jennifer Jager  
Deputy Clerk

Approved by:

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Grace Lesperance, Supervisor

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Susan B. Slater, Clerk

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 000							
101-000-231-220	DEPENDENT LIFE W/H (C) GF	MUTUAL OF OMAHA INSURA	GRP ID# G00AC5D 0001 - MUTUAL OF OM	001587798250	10/12/23	19.50	
101-000-231-221	ADDITIONAL LIFE W/H (D) G	MUTUAL OF OMAHA INSURA	GRP ID# G00AC5D 0001 - MUTUAL OF OM	001587798250	10/12/23	170.74	
						<u>190.24</u>	
Total For Dept 000							
Dept 101 TOWNSHIP BOARD							
101-101-860-000	TOWNSHIP BOARD MILEAGE	SLATER, SUE	REIMBURSE 433 MILES - KCCA MTG/ CEL	REIMBURSEMENT	10/12/23	283.62	
101-101-924-100	TOWNSHIP BOARD CELL PHONES	SLATER, SUE	REIMBURSE 433 MILES - KCCA MTG/ CEL	REIMBURSEMENT	10/12/23	50.00	
						<u>333.62</u>	
Total For Dept 101 TOWNSHIP BOARD							
Dept 225 ADMINISTRATIVE							
101-225-727-000	OFFICE SUPPLIES	290 SIGN SYSTEMS	2 "S" NAME SIGN 2X10	0000324857	10/12/23	103.52	
101-225-727-000	OFFICE SUPPLIES	STAPLES	CUST # 1127859/ COLOR PAPER STOCK	8071831767	10/12/23	59.24	
101-225-727-000	OFFICE SUPPLIES	STAPLES	ACCT # 1127859- BLACK TONER	8071815553	10/12/23	51.92	
101-225-727-000	OFFICE SUPPLIES	STAPLES	ACCT # 1127859 ; 1" BINDER/ LETTER	8071840740	10/12/23	48.58	
101-225-787-000	(2) 4.5" BLOOMING KALANCHC	EASTERN FLORAL & GIFTS	(2) 4.5" BLOOMING KALANCHOE	4554	10/12/23	14.00	
101-225-787-000	BREAKROOM SUPPLIES	STAPLES	BREAKROOM SUPPLIES	8071849378	10/12/23	119.89	
101-225-815-000	COMPUTER COSTS-ISP	MUNIWEB	WEBSITE HOSTING- SEPTEMBER 2023	55241	10/12/23	303.75	
101-225-860-000	ELECTION MILEAGE -J. BAUMF	JAN BAUMAN	REIMBURSE 37 MILES - JAN BAUMANN	MILEAGE	10/12/23	24.23	
101-225-900-000	PRINTING/PUBLISHING	CASCADE PRINTING & GRA	2,000 BUSINESS CARDS; JADE SMITH, R	63419	10/12/23	174.00	
101-225-967-000	SPECIAL PROJECTS - COMMUN	SABO PUBLIC RELATIONS	00215 - MEDIA RELATIONS - PROFESSIO	5528	10/12/23	1,458.75	
						<u>2,357.88</u>	
Total For Dept 225 ADMINISTRATIVE							
Dept 250 BENEFITS/INSURANCE							
101-250-718-000	VISION INSURANCE BENEFITS	FIDELITY SECURITY LIFE PLAN CODE#	9677014 KEY CODE# 40186	165964097	10/12/23	156.84	
101-250-720-000	LIFE LTD BENEFITS (F)	MUTUAL OF OMAHA INSURA	GRP ID# G00AC5D 0001 - MUTUAL OF OM	001587798250	10/12/23	1,081.46	
						<u>1,238.30</u>	
Total For Dept 250 BENEFITS/INSURANCE							
Dept 262 ELECTIONS							
101-262-756-000	ELECTION SUPPLIES	KENT COMMUNICATIONS, I	200 PURPLE BALLOT RETURN ENVELOPES	326459	10/12/23	379.00	
						<u>379.00</u>	
Total For Dept 262 ELECTIONS							
Dept 265 BUILDING AND GROUNDS							
101-265-802-200	JANITORIAL & MAINTENANCE	HOPE NETWORK	JANITORIAL SERVICE AT TOWNSHIP OFFI	100019541	10/12/23	914.55	
101-265-802-200	JANITORIAL & MAINTENANCE	KINGSLAND'S ACE	HARDW GLOVES FOR MAINTENANCE	219207	10/12/23	17.99	
101-265-802-200	JANITORIAL & MAINTENANCE	KINGSLAND'S ACE	HARDW MUSEUM & TRUCK SUPPLIES	219142	10/12/23	16.84	
101-265-802-200	JANITORIAL & MAINTENANCE	KINGSLAND'S ACE	HARDW B&G SUPPLIES	219137	10/12/23	101.45	
101-265-802-200	JANITORIAL & MAINTENANCE	MINER SUPPLY COMPANY	JANITORIAL SUPPLIES	550563	10/12/23	548.96	
101-265-863-000	VEHICLE MAINT	FOX FORD MAZDA	OIL CHANGE VEHICLE 3	166228877/1	10/12/23	74.72	
101-265-863-000	VEHICLE MAINT	KINGSLAND'S ACE	HARDW SUPPLIES FOR CHAINSAW	219232	10/12/23	68.37	
101-265-863-000	VEHICLE MAINT	NAPA AUTO PARTS	BRAKE REPLACEMENT TRUCK 5	4324-030769	10/12/23	353.55	
101-265-863-000	VEHICLE MAINT	NAPA AUTO PARTS	TRUCK 4; QUAD REPAIRS	4324-030765	10/12/23	360.98	
101-265-864-000	FUEL	WEX BANK	ACCT# 0462-00-394745-4 - FUEL MONTH	92346980	10/12/23	1,639.90	
101-265-921-000	103036932491	5920 1	CONSUMERS ENERGY	CONSUMER ENERGRY BILL - 5920 TAHOE	205457640389	10/12/23	1,415.76
101-265-923-000	COMPLEX HEATING DTE ENERGD	DTE ENERGY	DTE ENERGY BILLS - SEPTEMBER 2023	VARIOUS SEPTEMBE	10/12/23	82.26	
101-265-931-000	COMPLEX MAINTENANCE- TRASH	ARROWASTE	ACCT # 91-153550 9 - ARROWASTE OCTO	OCTOBER 2023	10/12/23	264.95	
101-265-931-000	COMPLEX MAINTENANCE	B&V MECHANICAL INC.	SEPTEMBER FACILITIES PLANNED MAINTEN	97901	10/12/23	753.75	
101-265-931-000	COMPLEX MAINTENANCE	KINGSLAND'S ACE	HARDW PAINT FOR TAHOE	219177	10/12/23	88.17	
101-265-931-000	COMPLEX MAINTENANCE	THORNAPPLE RIVER	NURSE W&F #5 @ CASCADE TOWNSHIP OFFICES	163720	10/12/23	125.00	
101-265-931-000	COMPLEX MAINTENANCE	THORNAPPLE RIVER	NURSE W&F #5 @ CASCADE TOWNSHIP	163719	10/12/23	55.00	
101-265-939-000	SERVICE CONTRACTS	KINGSLAND'S ACE	HARDW TRAILER RENTAL	219129	10/12/23	76.48	
						<u>6,958.68</u>	
Total For Dept 265 BUILDING AND GROUNDS							
Dept 443 YARD WASTE REMOVAL							

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 443 YARD WASTE REMOVAL							
101-443-820-000	SPRING/ FALL CLEANUP	CASCADE PRINTING & GRA	2,000 YARD WASTE LABELS, FLUORESCEN	63403	10/12/23	200.44	
						<u>200.44</u>	
Total For Dept 443 YARD WASTE REMOVAL						200.44	
Dept 447 ENGINEERS/ ENGINEERING							
101-447-818-000	CONTRACTED SERVICES	SPAULDING DEDECKER	PROJECT: CC23005.OT - TREE RESTORAT	00095883	10/12/23	963.00	
						<u>963.00</u>	
Total For Dept 447 ENGINEERS/ ENGINEERING						963.00	
Dept 448 STREET LIGHTS							
101-448-926-000	STREETLIGHTING	CONSUMERS ENERGY	ACCT # 1030 3406 2978 - STREETLIGHT	203499896792	10/12/23	1,439.54	
101-448-926-000	STREETLIGHTING	CONSUMERS ENERGY	ACCT # 1000 0037 3306 - STREETLIGHT	205368658262	10/12/23	10,347.07	
						<u>11,786.61</u>	
Total For Dept 448 STREET LIGHTS						11,786.61	
Dept 652 TRANSPORTATION							
101-652-861-300	TRANSPORTATION SERVICE-GO	HOPE NETWORK	KC TRANSIT AUGUST 23	100019514	10/12/23	81.00	
						<u>81.00</u>	
Total For Dept 652 TRANSPORTATION						81.00	
Dept 756 PARKS							
101-756-756-000	PARK OPERATING SUPPLIES	KINGSLAND'S ACE	HARDW RETURNED DEPOSIT	219136	10/12/23	(25.00)	
101-756-756-000	PARK OPERATING SUPPLIES	KINGSLAND'S ACE	HARDW WASP SPRAY	219067	10/12/23	7.00	
101-756-756-000	PARK OPERATING SUPPLIES	KINGSLAND'S ACE	HARDW BURTON SHOP; REPAIR OF HOSE	219050	10/12/23	5.93	
101-756-756-000	PARK OPERATING SUPPLIES	THORNAPPLE RIVER	NURSE MULCH FOR TREES	163438	10/12/23	440.00	
101-756-935-000	PARK MAINTENANCE-TRASH/ RE	ARROWASTE	ACCT # 91-153550 9 - ARROWASTE OCTO	OCTOBER 2023	10/12/23	264.68	
101-756-935-000	REPAIR TO STAIRS	HOONHORST CONCRETE,	IN STAIR REPAIR AT TASSELL	12498	10/12/23	1,800.00	
101-756-935-000	PARK MAINTENANCE	KERKSTRA PORTABLE REST	HCPT PORTABLE RESTROOM RENTAL - PEA	228767	10/12/23	225.00	
101-756-935-000	PARK MAINTENANCE	KERKSTRA PORTABLE REST	HANDICAP PORTABLE RESTROOM RENTAL	232934	10/12/23	225.00	
101-756-935-000	PARK MAINTENANCE	KERKSTRA PORTABLE REST	PORTABLE RESTROOM RENTAL	232657	10/12/23	225.00	
101-756-935-000	PARK MAINTENANCE	KINGSLAND'S ACE	HARDW TASSELL DECK / BURTON SUPPLIES	219218	10/12/23	28.96	
101-756-935-000	PARK MAINTENANCE	KINGSLAND'S ACE	HARDW TASSEL PARK BOARDWALK; POWER WASHER	219204	10/12/23	13.65	
101-756-935-000	PARK MAINTENANCE	KINGSLAND'S ACE	HARDW BULBS FOR TASSELL PARK	219135	10/12/23	35.96	
101-756-935-000	PARK MAINTENANCE	KINGSLAND'S ACE	HARDW SEED FOR TURF; TASSELL PARK	219156	10/12/23	29.69	
101-756-935-000	PARK MAINTENANCE	KINGSLAND'S ACE	HARDW LIGHTING REPAIR; TASSELL PARK	219153	10/12/23	15.29	
101-756-935-000	PARK MAINTENANCE	KINGSLAND'S ACE	HARDW TURF SEED; TASSELL PARK	219154	10/12/23	29.69	
101-756-935-000	PARK MAINTENANCE	THORNAPPLE RIVER	NURSE W&F #5 @TASSEL PARK	163507	10/12/23	280.00	
101-756-935-000	PARK MAINTENANCE	THORNAPPLE RIVER	NURSE PREMIUM WOOD CHIPS QTY:2	163409	10/12/23	32.00	
						<u>3,632.85</u>	
Total For Dept 756 PARKS						3,632.85	
Dept 803 HISTORICAL							
101-803-923-000	MUSEUM HEATING DTE ENERGY	DTE ENERGY	DTE ENERGY BILLS - SEPTEMBER 2023	VARIOUS SEPTEMBER	10/12/23	50.06	
101-803-961-000	MUSEUM MAINTENANCE	KINGSLAND'S ACE	HARDW MUSEUM & TRUCK SUPPLIES	219142	10/12/23	11.18	
						<u>61.24</u>	
Total For Dept 803 HISTORICAL						61.24	
Dept 901 CAPITAL OUTLAY							
101-901-974-000	CAPITAL OUTLAY - LANDIMP	KINGSLAND'S ACE	HARDW DEPOSIT RETURN - WYCLIFF TRAIL CREA	219238	10/12/23	(149.00)	
101-901-974-000	CAPITAL OUTLAY - LANDIMP	KINGSLAND'S ACE	HARDW WOOD CHIPPER RENTAL	219231	10/12/23	371.75	
101-901-974-000	CAPITAL OUTLAY - LANDIMP	KINGSLAND'S ACE	HARDW FLAGGING TAPES FOR WYCLIFFE TRAIL C	219200	10/12/23	14.38	
						<u>237.13</u>	
Total For Dept 901 CAPITAL OUTLAY						237.13	
Dept 966 TRANSFERS OUT							
101-966-995-006	TRANSFER TO FIRE FUND	CASCADE CHARTER TOWNSH	GF ALLOCATION TO FIRE FUND - OCTOBE	OCTOBER ALLOCATI	10/12/23	33,333.34	
						<u>33,333.34</u>	
Total For Dept 966 TRANSFERS OUT						33,333.34	
Dept 990 DEBT SERVICE							
101-990-994-001	BOND INTEREST	HUNTINGTON NATIONAL BA	CASCDCI22 / 2022 CAPITAL IMPROVEME	3584299000	10/12/23	110,600.00	
						<u>110,600.00</u>	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 990 DEBT SERVICE							
Total For Dept 990 DEBT SERVICE						110,600.00	
Total For Fund 101 GENERAL FUND						172,353.33	
Fund 206 FIRE FUND							
Dept 250 BENEFITS/INSURANCE							
206-250-718-000	VISION INSURANCE BENEFITS	FIDELITY SECURITY LIFE PLAN CODE# 9677014 KEY CODE# 40186		165964097	10/12/23	212.64	
206-250-720-000	LIFE STD BENEFITS (G)	MUTUAL OF OMAHA INSURA GRP ID# G00AC5D 0001 - MUTUAL OF OM		001587798250	10/12/23	1,380.96	
Total For Dept 250 BENEFITS/INSURANCE						1,593.60	
Dept 336 FIRE DEPARTMENT							
206-336-723-000	FIRE MEMBERSHIP AND DUES	KENT COUNTY EMERGENCY	FY 2023-2024 QRTLTY ASSESSMENT - Q1: 5993		10/12/23	289.51	
206-336-726-000	DELAPAZ, POMYKALA	KENT COUNTY FIRE CHIEF	FIRE ACADEMY 2023-24- DELAPAZ, POMY	320	10/12/23	2,500.00	
206-336-726-000	FIRE TRAINING	PLUMMERS DISPOSAL SERV (3)	CTFD - 8000 W CRADE RD	215467	10/12/23	135.00	
206-336-726-500	FIRE TRAINING / FIRE INSPE	MICHIGAN FIRE INSPECTO	NFPA CFPE - PLANS REVIEW CERTIFICAT	2123	10/12/23	400.00	
206-336-726-500	FIRE TRAINING / FIRE INSPE	MICHIGAN FIRE INSPECTO	NFPA CFPE - PLANS REVIEW CERTIFICAT	2124	10/12/23	400.00	
206-336-745-000	FIRE FUELS	FUEL MANAGEMENT SYSTEM	ACCT# 7060	206016	10/12/23	203.27	
206-336-745-000	FIRE FUELS	WEX BANK	ACCT# 0462-00-394745-4 - FUEL MONTH	92346980	10/12/23	3,150.35	
206-336-752-000	SUPPLIES	KINGSLAND'S ACE	HARDW TANK FILL UP/2PK PHOTO BATTERY	219055	10/12/23	44.57	
206-336-752-000	SUPPLIES	NAPA AUTO PARTS	OIL DRY. QTY:10	4324-023241	10/12/23	138.50	
206-336-768-000	FIRE UNIFORMS	GRX GROUP, LLC	FIRE UNIFORMS	25226	10/12/23	130.00	
206-336-768-000	FIRE UNIFORMS	NYE UNIFORM COMPANY	2 BLUE PANTS, BELT, AND BOOTS	860469	10/12/23	340.98	
206-336-768-000	FIRE UNIFORMS	SHELDON CLEANERS	SEPTEMBER DRY CLEANING FIRE UNIFORM	SB2862	10/12/23	132.37	
206-336-790-000	FIRE PREVENTION - INVESTIC	KINGSLAND'S ACE	HARDW KNOX BOX LUBE	219125	10/12/23	6.29	
206-336-850-000	COMMUNICATIONS- PHONES	COMCAST	ACCT# 8529112730047816 - COMCAST OC	COMCAST OCT	10/12/23	37.23	
206-336-850-000	COMMUNICATIONS- PHONES	COMCAST	ACCT# 8529112730083548 - XFINITY 20	XFINITY OCTOBER :	10/12/23	42.75	
206-336-863-000	R-1 RADIATOR	KLEYN MOBILE REPAIR, L	RESCUE 1 RADIATOR	42525	10/12/23	2,797.40	
206-336-887-000	FIRE PUBLIC RELATIONS	KINGSLAND'S ACE	HARDW TAPE FOR HERITAGE DAY	219146	10/12/23	10.79	
206-336-928-000	UTILITIES	DTE ENERGY	DTE ENERGY BILLS - SEPTEMBER 2023	VARIOUS SEPTEMBE	10/12/23	79.29	
206-336-928-001	LEASE TEMP FIRE STATION #1	GERALD R. FORD INTERNA	PART OF BUILDING 207; 8647 SQ FT. A	2023-63317	10/12/23	9,566.75	
206-336-936-000	FIRE STATION MAINT	GERALD R. FORD INTERNA	ARROWASTE INVOICE DATD 10/1/23, AIR	2023-63369	10/12/23	183.36	
206-336-936-002	FIRE STATION MAINT/BUTTRIC	ARROWASTE	ACCT # 91-153550 9 - ARROWASTE OCTO	OCTOBER 2023	10/12/23	110.50	
206-336-936-002	FIRE STATION MAINT/BUTTRIC	KINGSLAND'S ACE	HARDW MAINTENACE; LIGHTBULB	219100	10/12/23	9.99	
206-336-936-002	FIRE STATION MAINT/BUTTRIC	THORNAPPLE RIVER NURSE	W&F #5 @ FIRE STATION	163715	10/12/23	240.00	
206-336-936-002	FIRE STATION MAINT/BUTTRIC	TOTAL ENERGY SYSTEMS,	STATION 2 GENERATOR MAINTENANCE	INV106507	10/12/23	581.00	
206-336-938-000	FIRE EQUIPMENT MAINT	KINGSLAND'S ACE	HARDW PREMIX FOR STOCK TO GO ON TRUCKS	219172	10/12/23	56.65	
206-336-957-000	FIRE PHYSICAL EXAMS	MED-1 LEONARD	PRE-EMPLOYMENT PHYSICAL	LE-1414867-8872	10/12/23	518.00	
206-336-957-000	FIRE PHYSICAL EXAMS	MED-1 LEONARD	MRO SERVICES	LE-1414840-8872	10/12/23	25.00	
206-336-957-000	FIRE PHYSICAL EXAMS	MED-1 LEONARD	PRE EMPLOYMENT PHYSICAL FOR POC FIR	LE-1414350-8872	10/12/23	518.00	
Total For Dept 336 FIRE DEPARTMENT						22,647.55	
Total For Fund 206 FIRE FUND						24,241.15	
Fund 207 POLICE FUND							
Dept 301 POLICE DEPARTMENT							
207-301-801-000	SHERIFF PROTECTION- AUGUST	COUNTY OF KENT	TOWNSHIP LAW-EAST PRECINCT - AUGUST	23092601191	10/12/23	65,364.15	
Total For Dept 301 POLICE DEPARTMENT						65,364.15	
Total For Fund 207 POLICE FUND						65,364.15	
Fund 208 OPEN SPACE FUND							
Dept 751 OPEN SPACE PRESERVATION							
208-751-923-000	HEATING/UTILITY - 6803 BU	DTE ENERGY	DTE ENERGY BILLS - SEPTEMBER 2023	VARIOUS SEPTEMBE	10/12/23	100.12	
208-751-935-000	PARK MAINTENANCE	KINGSLAND'S ACE	HARDW GLOVES FOR WORKDAY AT PEACEPARK	219131	10/12/23	46.04	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 208 OPEN SPACE FUND							
Dept 751 OPEN SPACE PRESERVATION							
			Total For Dept 751 OPEN SPACE PRESERVATION			146.16	
			Total For Fund 208 OPEN SPACE FUND			146.16	
Fund 216 PATHWAYS FUND							
Dept 758 PATHWAYS							
216-758-931-000	MAINT & REPAIR	STRAWSER CONSTRUCTION,	CUST. # 10175807 /14,400 LB CRACK S:	3356762	10/12/23	24,048.00	
			Total For Dept 758 PATHWAYS			24,048.00	
			Total For Fund 216 PATHWAYS FUND			24,048.00	
Fund 220 LARAWAY LAKE IMPROVEMENT FUND							
Dept 444 S/A IMPROVEMENT FUNDS							
220-444-816-000	LARAWAY LAKE WEED TREATMEN	AQUATIC DOCTORS LAKE M	LARAWAY LAKE WEED TREATMENTS	24359	10/12/23	2,100.00	
			Total For Dept 444 S/A IMPROVEMENT FUNDS			2,100.00	
			Total For Fund 220 LARAWAY LAKE IMPROVEMENT FUND			2,100.00	
Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY FUND							
Dept 571 BDR- REMEDIATION							
243-571-832-000	STATE EDUCATION TAX	STATE OF MICHIGAN	ACT 381 WORK PLAN - BROWNFIELD REDE	INV-0000418	10/12/23	9.00	
			Total For Dept 571 BDR- REMEDIATION			9.00	
			Total For Fund 243 BROWNFIELD REDEVELOPMENT AUTHO			9.00	
Fund 246 IRF							
Dept 225 ADMINISTRATIVE							
246-225-967-100	WHOLE HOUSE FILTER PROJECT	CULLIGAN	COOLERS/ WATER	1397133	10/12/23	3,201.50	
			Total For Dept 225 ADMINISTRATIVE			3,201.50	
			Total For Fund 246 IRF			3,201.50	
Fund 248 DDA							
Dept 190 DDA OPERATIONS/CONSTRUCTION							
248-190-787-000	WEBSITE HOSTING- SEPTEMBER	MUNIWEB	WEBSITE HOSTING- SEPTEMBER 2023	55241	10/12/23	200.00	
248-190-861-100	TRANSPORTATION SERVICES	HOPE NETWORK	TRANSPORTATION SERVICES - SEPTEMBER	100019672	10/12/23	19,683.30	
248-190-922-000	LUMCA POLE	KENDALL ELECTRIC INC	STREET LIGHTS AAL HEADS/LUMCA POLE	S112905101.002	10/12/23	12,682.00	
248-190-931-000	MAINT & REPAIR/IMPROVEMEN	KINGSLAND'S ACE HARDW	WEED KILLER FOR VILLAGE	219122	10/12/23	70.16	
248-190-931-000	MAINT & REPAIR/IMPROVEMEN	THORNAPPLE RIVER NURSE	W&F #5 @ 28TH ST, ISLANDS	163766	10/12/23	84.00	
248-190-931-000	MAINT & REPAIR/IMPROVEMEN	THORNAPPLE RIVER NURSE	W&F #5 @ OLD 28TH ST	163579	10/12/23	230.00	
248-190-967-002	DDA PLANTER PROJECT	HARDER & WARNER LANDSC	DDA PLANTER PROJECT	111846	10/12/23	3,575.48	
248-190-967-004	SPECIAL PROJECTS-SPECIAL	KERKSTRA PORTABLE REST	PORTABLE RESTROOM RENTAL FOR HERITA	232825	10/12/23	1,275.00	
			Total For Dept 190 DDA OPERATIONS/CONSTRUCTION			37,799.94	
			Total For Fund 248 DDA			37,799.94	
Fund 249 BUILDING FUND							
Dept 000							
249-000-607-400	MECHANICAL PERMITS	MAST HEATING & COOLING	REFUND PM# 23002620	REFUND PERMIT	10/12/23	55.00	
			Total For Dept 000			55.00	
Dept 250 BENEFITS/INSURANCE							
249-250-718-000	VISION INSURANCE BENEFITS	FIDELITY SECURITY LIFE PLAN	CODE# 9677014 KEY CODE# 40186	165964097	10/12/23	150.68	
249-250-720-000	LIFE LTD BENEFITS (F)	MUTUAL OF OMAHA INSURA	GRP ID# G00AC5D 0001 - MUTUAL OF OM.	001587798250	10/12/23	924.84	
			Total For Dept 250 BENEFITS/INSURANCE			1,075.52	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 249 BUILDING FUND							
Dept 371 BUILDING DEPARTMENT							
249-371-860-000	MILEAGE - BENOIT	BENOIT, BILL	REIMBURSE 708 MILES - B. BENOIT	MILEAGE - SEPT	10/12/23	463.74	
249-371-860-000	MILEAGE WILSON	BRIAN WILSON	REIMBURSE 138 MILES - B. WILSON	MILEAGE SEPT	10/12/23	90.39	
249-371-860-000	MILEAGE - C. SMITH	CRAIG SMITH	REIMBURSE 488 MILES - C. SMITH	MILEAGE SEPT.	10/12/23	319.64	
249-371-860-000	MILEAGE- HUYSER	HUYSER, DANIEL A.	REIMBURSE 535 MILES - D. HUYSER	MILEAGE SEPT.	10/12/23	350.43	
249-371-860-000	MILEAGE - J. VANTIL	JEFFREY C. VANTIL	REIMBURSE 500 MILES - J. VANTIL	MILEAGE SEPT.	10/12/23	327.50	
249-371-860-000	MILEAGE - M. BONNEY	MICHAEL BONNEY	REIMBURSE 485 MILES - M. BONNEY	MILEAGE SEPT.	10/12/23	317.68	
249-371-860-000	MILEAGE - P. WESTHOUSE	PAUL WESTHOUSE	REIMBURSE 565 MILES - P. WESTHOUSE	MILEAGE SEPT.	10/12/23	370.08	
249-371-860-000	MILEAGE - TODD PELL	PELL, TODD	REIMBURSE 174 MILES - T. PELL	MILEAGE SEPT.	10/12/23	113.97	
249-371-860-000	MILEAGE - D. ROWLADER	ROWLADER, DENNIS	REIMBURSE 419 MILES - D. ROWLADER	MILEAGE SEPT.	10/12/23	274.45	
249-371-860-000	MILEAGE - T. HANSON	THOMAS HANSON	REIMBURSE 549 MILES - T. HANSON	MILEAGE SEPT.	10/12/23	359.60	
249-371-860-000	MILEAGE MILITO-	VINCENT MILITO	REIMBURSE 543 MILES - V. MILITO	MILEAGE SEPT.	10/12/23	355.67	
249-371-923-000	103036932491	5920 1 CONSUMERS ENERGY	CONSUMER ENERGRY BILL - 5920 TAHOE	205457640389	10/12/23	697.31	
249-371-923-000	HEATING/UTILITY	DTE ENERGY	DTE ENERGY BILLS - SEPTEMBER 2023	VARIOUS SEPTEMBE	10/12/23	40.51	
Total For Dept 371 BUILDING DEPARTMENT						4,080.97	
Dept 964 PAYMENTS TO OTHER TOWNSHIPS							
249-964-964-100	PERMITS DUE TO LOWELL TWP	LOWELL TOWNSHIP	PERMIT FEES - SEPTEMBER 2023	SEPTEMBER PERMIT	10/12/23	4,414.80	
249-964-964-200	PERMITS DUE TO VERGENNES T	VERGENNES TOWNSHIP	PERMIT FEES - SEPTEMBER 2023	SEPTEMBER PERMIT	10/12/23	2,358.40	
249-964-964-300	PERMITS DUE TO GR TWP	GRAND RAPIDS CHARTER T	PERMIT FEES - SEPTEMBER 2023	SEPTEMBER PERMIT	10/12/23	21,244.20	
249-964-964-400	PERMITS DUE TO ADA TWP	ADA TOWNSHIP	PERMIT FEES - SEPTEMBER 2023	SEPTEMBER PERMIT	10/12/23	6,148.35	
249-964-964-500	PERMITS DUE TO EAST GR	EAST GRAND RAPIDS/CITY	PERMIT FEES - SEPTEMBER 2023	SEPTEMBER PERMIT	10/12/23	3,416.40	
249-964-964-600	PERMITS DUE PLAINFIELD	PLAINFIELD CHARTER TOW	PERMIT FEES - SEPTEMBER 2023	SEPTEMBER PERMIT	10/12/23	12,787.80	
249-964-964-800	PERMITS DUE CASCADE TWP	CASCADE CHARTER TOWNSH	PERMIT FEES - SEPTEMBER 2023	SEPTEMBER PERMIT	10/12/23	8,989.80	
Total For Dept 964 PAYMENTS TO OTHER TOWNSHIPS						59,359.75	
Total For Fund 249 BUILDING FUND						64,571.24	
Fund 271 LIBRARY FUND							
Dept 790 LIBRARY							
271-790-802-200	JANITORIAL & MAINTENANCE	HOPE NETWORK	JANITORIAL SERVICE @ LIBRARY - SEPT:	100019540	10/12/23	3,963.60	
271-790-923-000	LIBRARY HEATING	DTE ENERGY	DTE ENERGY BILLS - SEPTEMBER 2023	VARIOUS SEPTEMBE	10/12/23	307.25	
271-790-931-000	LIBRARY MAINTENANCE- TRASH	ARROWASTE	ACCT # 91-153550 9 - ARROWASTE OCTO:	OCTOBER 2023	10/12/23	178.96	
271-790-931-000	LIBRARY MAINTENANCE	BUIST ELECTRIC INC	REPLACED LAMPS WITH LED AND REPLACE:	192058	10/12/23	723.00	
271-790-931-000	ANNUAL STATE-REQUIRED CAT	ELEVATOR SERVICE INC	ANNUAL CATEGORY 1 TESTING OF LIBRAR:	126716	10/12/23	1,350.00	
271-790-931-000	LIBRARY MAINTENANCE	ELEVATOR SERVICE INC	CLEANED OUT JACK DRIP PANS, REPLACE:	126771	10/12/23	190.50	
Total For Dept 790 LIBRARY						6,713.31	
Total For Fund 271 LIBRARY FUND						6,713.31	
Fund 403 FIRE STATION #1: CONSTRUCTION FUND- BOND							
Dept 901 CAPITAL OUTLAY							
403-901-975-000	FIRE STATION DINING CHAIRS	DREAMSEATS, LLC	FIRE STATION DINING ROOM CHAIRS	4757930	10/12/23	2,815.34	
Total For Dept 901 CAPITAL OUTLAY						2,815.34	
Total For Fund 403 FIRE STATION #1: CONSTRUCTION :						2,815.34	
Fund 703 CURRENT TAX COLLECTION FUND							
Dept 000							
703-000-230-002	DELQ TAX - DUE TO 41-50-1	EGYPT CREEK LAWN SERVI	DELINQUENT TAX DISBURSEMENT #22-1	RFDD DQ024154	10/12/23	22.59	
Total For Dept 000						22.59	
Total For Fund 703 CURRENT TAX COLLECTION FUND						22.59	

INVOICE GL DISTRIBUTION REPORT FOR CASCADE CHARTER TOWNSHIP  
POST DATES 10/12/2023 - 10/12/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN AND PARTIALLY PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #	
Fund Totals:								
			Fund 101 GENERAL FUND			172,353.33		
			Fund 206 FIRE FUND			24,241.15		
			Fund 207 POLICE FUND			65,364.15		
			Fund 208 OPEN SPACE FUND			146.16		
			Fund 216 PATHWAYS FUND			24,048.00		
			Fund 220 LARAWAY LAKE IMPROVEMENT FUN			2,100.00		
			Fund 243 BROWNFIELD REDEVELOPMENT AUT			9.00		
			Fund 246 IRF			3,201.50		
			Fund 248 DDA			37,799.94		
			Fund 249 BUILDING FUND			64,571.24		
			Fund 271 LIBRARY FUND			6,713.31		
			Fund 403 FIRE STATION #1: CONSTRUCTIO			2,815.34		
			Fund 703 CURRENT TAX COLLECTION FUND			22.59		
Total For All Funds:							403,385.71	
--- TOTALS BY GL DISTRIBUTION ---								
	101-000-231-220		DEPENDENT LIFE W/H (C) GF			19.50		
	101-000-231-221		ADDITIONAL LIFE W/H (D) GF			170.74		
	101-101-860-000		TOWNSHIP BOARD MILEAGE			283.62		
	101-101-924-100		TOWNSHIP BOARD CELL PHONES/DATA			50.00		
	101-225-727-000		OFFICE SUPPLIES			263.26		
	101-225-787-000		(2) 4.5" BLOOMING KALANCHOE			133.89		
	101-225-815-000		COMPUTER COSTS-ISP			303.75		
	101-225-860-000		ELECTION MILEAGE -J. BAUMANN			24.23		
	101-225-900-000		PRINTING/PUBLISHING			174.00		
	101-225-967-000		SPECIAL PROJECTS - COMMUNICATIONS CONS			1,458.75		
	101-250-718-000		VISION INSURANCE BENEFITS			156.84		
	101-250-720-000		LIFE LTD BENEFITS (F)			1,081.46		
	101-262-756-000		ELECTION SUPPLIES			379.00		
	101-265-802-200		JANITORIAL & MAINTENANCE			1,599.79		
	101-265-863-000		VEHICLE MAINT			857.62		
	101-265-864-000		FUEL			1,639.90		
	101-265-921-000	103036932491	5920 TAHOE DR SE			1,415.76		
	101-265-923-000		COMPLEX HEATING DTE ENERGY			82.26		
	101-265-931-000		COMPLEX MAINTENANCE- TRASH/ RECYCLE			1,286.87		
	101-265-939-000		SERVICE CONTRACTS			76.48		
	101-443-820-000		SPRING/ FALL CLEANUP			200.44		
	101-447-818-000		CONTRACTED SERVICES			963.00		
	101-448-926-000		STREETLIGHTING			11,786.61		
	101-652-861-300		TRANSPORTATION SERVICE-GO BUS TICKETS			81.00		
	101-756-756-000		PARK OPERATING SUPPLIES			427.93		
	101-756-935-000		PARK MAINTENANCE-TRASH/ RECYCLE			3,204.92		
	101-803-923-000		MUSEUM HEATING DTE ENERGY			50.06		
	101-803-961-000		MUSEUM MAINTENANCE			11.18		
	101-901-974-000		CAPITAL OUTLAY - LANDIMP			237.13		
	101-966-995-006		TRANSFER TO FIRE FUND			33,333.34		
	101-990-994-001		BOND INTEREST			110,600.00		
	206-250-718-000		VISION INSURANCE BENEFITS			212.64		
	206-250-720-000		LIFE STD BENEFITS (G)			1,380.96		
	206-336-723-000		FIRE MEMBERSHIP AND DUES			289.51		
	206-336-726-000		DELAPAZ, POMYKALA			2,635.00		
	206-336-726-500		FIRE TRAINING / FIRE INSPECTIONS			800.00		
	206-336-745-000		FIRE FUELS			3,353.62		
	206-336-752-000		SUPPLIES			183.07		
	206-336-768-000		FIRE UNIFORMS			603.35		
	206-336-790-000		FIRE PREVENTION - INVESTIGATION			6.29		
	206-336-850-000		COMMUNICATIONS- PHONES			79.98		

INVOICE GL DISTRIBUTION REPORT FOR CASCADE CHARTER TOWNSHIP  
 POST DATES 10/12/2023 - 10/12/2023  
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 OPEN AND PARTIALLY PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		206-336-863-000	R-1 RADIATOR			2,797.40	
		206-336-887-000	FIRE PUBLIC RELATIONS			10.79	
		206-336-928-000	UTILITIES			79.29	
		206-336-928-001	LEASE TEMP FIRE STATION #1			9,566.75	
		206-336-936-000	FIRE STATION MAINT			183.36	
		206-336-936-002	FIRE STATION MAINT/BUTTRICK- TRASH/ R			941.49	
		206-336-938-000	FIRE EQUIPMENT MAINT			56.65	
		206-336-957-000	FIRE PHYSICAL EXAMS			1,061.00	
		207-301-801-000	SHERIFF PROTECTION- AUGUST			65,364.15	
		208-751-923-000	HEATING/UTILITY - 6803 BURTON ST SE			100.12	
		208-751-935-000	PARK MAINTENANCE			46.04	
		216-758-931-000	MAINT & REPAIR			24,048.00	
		220-444-816-000	LARAWAY LAKE WEED TREATMENTS			2,100.00	
		243-571-832-000	STATE EDUCATION TAX			9.00	
		246-225-967-100	WHOLE HOUSE FILTER PROJECT			3,201.50	
		248-190-787-000	WEBSITE HOSTING- SEPTEMBER 2023			200.00	
		248-190-861-100	TRANSPORTATION SERVICES			19,683.30	
		248-190-922-000	LUMCA POLE			12,682.00	
		248-190-931-000	MAINT & REPAIR/IMPROVEMENTS			384.16	
		248-190-967-002	DDA PLANTER PROJECT			3,575.48	
		248-190-967-004	SPECIAL PROJECTS-SPECIAL EVENTS			1,275.00	
		249-000-607-400	MECHANICAL PERMITS			55.00	
		249-250-718-000	VISION INSURANCE BENEFITS			150.68	
		249-250-720-000	LIFE LTD BENEFITS (F)			924.84	
		249-371-860-000	MILEAGE - BENOIT			3,343.15	
		249-371-923-000	103036932491 5920 TAHOE DR SE			737.82	
		249-964-964-100	PERMITS DUE TO LOWELL TWP			4,414.80	
		249-964-964-200	PERMITS DUE TO VERGENNES TWP			2,358.40	
		249-964-964-300	PERMITS DUE TO GR TWP			21,244.20	
		249-964-964-400	PERMITS DUE TO ADA TWP			6,148.35	
		249-964-964-500	PERMITS DUE TO EAST GR			3,416.40	
		249-964-964-600	PERMITS DUE PLAINFIELD			12,787.80	
		249-964-964-800	PERMITS DUE CASCADE TWP			8,989.80	
		271-790-802-200	JANITORIAL & MAINTENANCE			3,963.60	
		271-790-923-000	LIBRARY HEATING			307.25	
		271-790-931-000	LIBRARY MAINTENANCE- TRASH/ RECYCLE			2,442.46	
		403-901-975-000	FIRE STATION DINING CHAIRS			2,815.34	
		703-000-230-002	DELQ TAX - DUE TO 41-50-18-024-154			22.59	



# CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7140

**REQUEST FOR BOARD ACTION**  
**MEETING DATE: October 11, 2023**

**ITEM:** Consider Resolution to Approve Lease Termination and Buyout of 6896 Cascade Rd from F & F Service Centers

**PRESENTER:** Grace Lesperance, Township Supervisor

**INDIVIDUAL PRESENT:** None Anticipated

**EXECUTIVE SUMMARY:** The Township owns the real property located at 6896 Cascade Road. The property is leased to F & F Service Centers, Inc. (“Tuffy”). The lease term has been extended to February 28, 2032. The Township has been contacted by the attorney for a potential buyer of the Tuffy Cascade location (in an asset purchase) and two other locations. The potential buyer was seeking an assignment of the Lease and asked the Township to consent to an assignment to the potential buyer of the Lease.

Section 10 of the Lease provides that Tuffy will not assign the Lease without the prior written consent of the Township, “which consent may be withheld in the Township’s sole discretion.” Section 10 further requires the Tenant to provide to the Township the following: (a) the name and address of the proposed subtenant or assignee; (b) the nature of the proposed business such party will operate in the premises; (c) the terms of the sublease or assignment; and (d) reasonable financial information so the Township can evaluate the proposed subtenant or assignee.

As to the current request to approve an assignment, we have the information required under Section 10. The potential buyer/assignee is Awesome Tires, LLC, of 4338 Kalamazoo Street SE, Grand Rapids, Michigan 49508, and the company is owned by Asim Altaf. Awesome Tires currently operates two locations in Grand Rapids. We do not know the terms of the lease assignment, but I believe it is a straightforward assignment. We also received financial statements for Awesome Tires for January 1, 2022 to the present, and it appears to be a successful company.

The potential buyer/assignee would agree to shorten the remaining term from 9 years to 8 years (presently, the lease would terminate on February 28, 2031).

At its August 23, 2023 meeting, the Township Board tabled the requested assignment to look into how much the Township owes relating to its acquisition of the Tuffy property and other options that the Township may pursue. The monthly rent is \$6301.00, which is \$75,612 per

year. With 101 months (to February 28, 2032) to go in the current term, the Township would receive \$636,401. Since this last meeting there has been discussion and consideration from both the Township and Tuffy to terminate the lease and vacate the premises with the Township taking full control of the property. The lessor is requesting an amount between \$300,000 and \$400,000 to complete this transaction. They have indicated that they will vacate the premises in 45 days from execution.

As the Township looks to improve the Village area, this property is a key property in the redevelopment of this area and will be an asset that will be utilized by the entire community. There are improvements that are being made to the adjacent pedestrian bridge and vacant office building and with the addition of this property will improve the cohesiveness of the overall project, from conception to completion. Although this concept has not been completed this will give the township the incentive to move it along much sooner.

**STRATEGIC PLANS/GOALS:** N/A

**ACTION REQUESTED:** Approve buyout of 6896 Cascade Rd from F & F Service Centers

**BUDGET IMPLICATIONS:** N/A

**IMPLEMENTATION PLAN:** Upon approval by the Board of Trustees, an agreement will be created by the Township's legal counsel and executed by the Township Supervisor and Township Clerk.

**DIRECTOR'S RECOMMENDATION:** N/A

**MANAGER'S RECOMMENDATION:** Approval

**MODEL RESOLUTION:** I move to approve the buyout of 6896 Cascade Rd from F & F Service Centers in the amount between \$300,000 and \$400,000 and termination of original lease.

**ATTACHMENTS:**

1. Memorandum from Legal Counsel
2. Resolution to Approve Termination of Lease

# MEMO

**ATTORNEY-CLIENT PRIVILEGE**

**TO:** Cascade Township  
**FROM:** Scott H. Hogan  
Foster, Swift, Collins & Smith, P.C.  
**DATE:** October 4, 2023  
**RE:** Tuffy Lease

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The Township owns the real property located at 6896 Cascade Road. The property is leased to F & F Service Centers, Inc. (“Tuffy”). The lease term has been extended to February 28, 2032. I have been contacted by the attorney for a potential buyer of the Tuffy Cascade location (in an asset purchase) and two other locations. The potential buyer is seeking an assignment of the Lease and has asked the Township to consent to an assignment to the potential buyer of the Lease.

Section 10 of the Lease provides that Tuffy will not assign the Lease without the prior written consent of the Township, “which consent may be withheld in the Township’s sole discretion.” Section 10 further requires the Tenant to provide to the Township the following: (a) the name and address of the proposed subtenant or assignee; (b) the nature of the proposed business such party will operate in the premises; (c) the terms of the sublease or assignment; and (d) reasonable financial information so the Township can evaluate the proposed subtenant or assignee.

As to the current request to approve an assignment, we have the information required under Section 10. The potential buyer/assignee is Awesome Tires, LLC, of 4338 Kalamazoo Street SE, Grand Rapids, Michigan 49508, and the company is owned by Asim Altaf. Awesome Tires currently operates two locations in Grand Rapids. We do not know the terms of the lease assignment, but I believe it is a straightforward assignment. We also received financial statements for Awesome Tires for January 1, 2021 to the present, and it appears to be a successful company.

I asked whether the potential buyer/assignee would agree to shorten the remaining term of the lease. I have been informed that the potential buyer/assignee would agree to reduce the remaining term from 9 years to 8 years (presently, the lease would terminate on February 28, 2031). I have attached a memo I received from an agent included in the transaction, Todd Schaal. It is my understanding from Mr. Schaal that the lender will not finance the purchase of the Tuffy assets unless the remaining term is at least 8 years. The parties have also indicated to me that they want to close the transaction as soon as possible.

At its August 23, 2023 meeting, the Township Board tabled the requested assignment to look into how much the Township owes relating to its acquisition of the Tuffy property. On September 13, 2023, the Township Board re-tabled this matter to allow further inquiries. I understand that the monthly rent is \$6301.00, which is \$75,612 per year. With 100

months (October 28, 2023 to February 28, 2032) to go in the current term, the Township would receive \$630,100, plus CPI increases over the remaining term of the lease. The original debt for the property owed by the Township was \$800,000, and the last payment was on October 1, 2023, in the amount of \$84,668.75. The balance owed by the Township for its purchase of the property is approximately \$660,000 (as of September 2023). The Township's debt will be paid off on October 1, 2029. An amortization schedule is attached.

The Township Board also asked about various scenarios. Here are some scenarios:

1. The Township could deny the requested assignment. Because the buyer and seller originally proposed an asset sale and straight assignment of the lease, the Township Board had "sole" discretion to approve or deny the proposed assignment. The buyer has now indicated that it is shifting to a transaction where the buyer will purchase the stock of the seller, in which case the assignment is subject to the "reasonable" discretion of the Township Board. "Reasonable" can be a fuzzy standard, but relevant here, it likely limits permissible considerations to financial ones. The proposed assignee does seem like a successful business, making an assignment likely reasonable. I think there could be an issue if the assignment was denied simply because the Township wants a shorter term. Under the reasonable discretion standard, denial could present a likelihood of litigation.

2. The Township could approve the assignment – leaving the remaining term at 8 years (rather than the 9 years actually remaining of the lease term). The Township would continue to collect rent for 8 more years.

3. The Township could approve the assignment subject to the buyer agreeing to reduce the term to something less than 8 years. However, the buyer's lender has indicated that it will not finance the deal if the remaining term is less than 8 years.

4. The Township could pay a sum of money to the seller to terminate the lease. According to Mr. Schaal, the seller is amenable to this scenario for a payment from the Township of \$350,000. Mr. Schaal indicates that \$300,000 is a number the Township discussed with the seller approximately 4 years ago. Mr. Schaal indicates that \$400,000 is what the buyer has proposed to purchase the Tuffy assets on Cascade Road. This scenario has the advantage of the Township getting prompt possession of the property (giving some time for the seller to move out) and avoiding the difficult and perhaps risky issue of determining what is reasonable for the consent to an assignment of the lease.

SHHjcn

87192:00001:7347688-4

## Follow Up of Discussions with Cascade Township in Care of Scott Hogan

### Re. Contemplated Tuffy Automotive Transaction on Cascade Road

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Scott, as discussed please note the following for the Cascade Township Board's consideration:

1. In exchange for lease assignment approval, with such assignment in form and content acceptable to the Township and the Buyer's SBA lender, the term would be reduced to 8 years at close.
  
2. Buyer intends to "Improve the Brand" by:
  - a. Repairing the building siding and painting the exterior.
  
  - b. Removing weeds and doing general exterior cleanup.
  
  - c. Repair and stain landscape timber flower box in front of building and install new plantings.
  
  - d. Discuss with the Township re-installing a large planter in a mutually agreeable location so as to be attractive but not impede vehicle circulation on site.
  
  - e. Reduce onsite vehicles.
  
  - f. Cleaning and refreshing interior.
  
  - g. Restore working relationship with Township committing to keep property looking sharp.

**EXHIBIT A**

**INSTALLMENT PAYMENTS**

Payment Date	Principal Payment	Interest Payment	Total Principal and Interest	Actual Interest
04/01/2020		\$8,666.67	\$8,666.67	
10/01/2020	\$60,000.00	13,000.00	73,000.00	7,366.68
04/01/2021		12,025.00	12,025.00	13,000.00
10/01/2021	70,000.00	12,025.00	82,025.00	12,025.00
04/01/2022		10,887.50	10,887.50	12,025.00
10/01/2022	75,000.00	10,887.50	85,887.50	10,887.50
04/01/2023		9,668.75	9,668.75	10,865.05
10/01/2023	75,000.00	9,668.75	84,668.75	9,668.75
04/01/2024		8,450.00	8,450.00	
10/01/2024	80,000.00	8,450.00	88,450.00	
04/01/2025		7,150.00	7,150.00	
10/01/2025	80,000.00	7,150.00	87,150.00	
04/01/2026		5,850.00	5,850.00	
10/01/2026	85,000.00	5,580.00	90,850.00	
04/01/2027		4,468.75	4,468.75	
10/01/2027	90,000.00	4,468.75	94,468.75	
04/01/2028		3,006.25	3,006.25	
10/01/2028	90,000.00	3,006.25	93,006.25	
04/01/2029		1,543.75	1,543.75	
10/01/2029	95,000.00	1,543.75	96,543.75	
<b>TOTAL OWED</b>	<b>800,000.00</b>	<b>147,496.67</b>	<b>947,496.67</b>	
<b>PAID</b>	<b>205,000.00</b>	<b>75,837.98</b>	<b>280,837.98</b>	
<b>BALANCE</b>	<b>595,000.00</b>	<b>71,658.69</b>	<b>666,658.69</b>	

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO APPROVE TERMINATION OF LEASE**

At a meeting of the Township Board of Cascade Charter Township, Kent County, Michigan, held in the Wisner Center, 2870 Jacksmith Avenue SE, Grand Rapids, Michigan 49546 on the 11th day of October, 2023, at 7:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution was offered by \_\_\_\_\_  
and seconded by \_\_\_\_\_.

WHEREAS, Cascade Charter Township (“Township”) is authorized by statute to buy, own, lease and sell real property; and

WHEREAS, the Township, as Landlord, and F & F Service Centers, Inc. (“Tuffy”), as Tenant, are parties to a Lease dated as of 2017 for the property owned by the Township at 6896 Cascade Road; and

WHEREAS, Tuffy has sent a letter extending the lease term to February 28, 2032; and

WHEREAS, the Township wishes to adopt a resolution that approves the termination of the Lease by the Township and Tuffy.

NOW, THEREFORE, the Township Board of Cascade Charter Township, Kent County, Michigan, resolves as follows:

1. The Township is hereby authorized, but not obligated, to terminate the lease.
2. The Township may pay \$ \_\_\_\_\_ to Tuffy as a lease termination fee.
3. The Township Supervisor and the Township Clerk are authorized to negotiate the terms of the Lease termination and to execute any and all documents as may be necessary or appropriate to terminate the Lease. Tuffy may have up to 45 days after termination of the Lease

to vacate the leased premises. The Township will place a placard on a tree or park bench to honor the Farlin family.

4. A copy of this Resolution is available for examination at the office of the Township Clerk, and copies may be provided for a reasonable charge.

5. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

STATE OF MICHIGAN            )  
  )  
COUNTY OF KENT                )

I, Susan Slater, Township Clerk of the Cascade Charter Township, hereby certify this to be a true and complete copy of Resolution No. \_\_\_\_\_, duly adopted at a meeting of the Township Board held on the 11th day of October, 2023.

\_\_\_\_\_  
Susan Slater  
Township Clerk



# CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7140

**REQUEST FOR BOARD ACTION**  
**MEETING DATE: October 11, 2023**

**ITEM:** Consider selection of Harder & Warner as the contractor for the construction of Friendship Park with the final designs provided.

**PRESENTER:** Lulu Brown, Kent District Library Regional Manager I

**INDIVIDUAL PRESENT:** Wes Landon, Principal/Landscape Architect

**EXECUTIVE SUMMARY:** After thorough discussions with Friends of Cascade Library, the DDA and the Board of Trustees, Native Edge, put the final design of Friendship Park out to bid, excluding the pavilion which needs further approvals. Considering costs and project timeline, Native Edge, with the support of KDL and Cascade Township staff, is recommending Harder & Warner as the contractor to implement the final design.

**STRATEGIC PLANS/GOALS:** Cascade Township Strategic Plan 2022; Parks and Trails; Priority 2; Task 2-2; Work in partnership with the library to determine the desired programming activities and subsequently, the location of the proposed gathering place.

**ACTION REQUESTED:** Harder & Warner as the contractor for the construction of Friendship Park with the designs provided.

**BUDGET IMPLICATIONS:** N/A

**IMPLEMENTATION PLAN:** Upon approval by the Board of Trustees, a contract will be signed with Harder & Warner to begin construction according to the project timeline.

**DIRECTOR'S RECOMMENDATION:** Approval

**MANAGER'S RECOMMENDATION:** Approval

**MODEL RESOLUTION:** I move to approve a contract with Harder & Warner as the contractor for the construction of the final design of Friendship Park.

**ATTACHMENTS:**

1. Friendship Park Construction Contractor Comparison
2. Friendship Park Design



October 2, 2023

Melanie Manion  
Parks & Recreation Director  
2870 Jacksmith Ave SE  
Grand Rapids, MI 49546

**RE: Construction Contract Award Recommendation for Friendship Park.**

Dear Melanie,

This letter is to being provided to notify Cascade Charter Township of our recommendation for the award of the construction contract for Friendship Park. Seven landscape contractors were invited to bid on the proposed park improvements, and of those seven we received bids from three companies: Harder & Warner, Katerberg VerHage, and Koetje Landscaping. After reviewing the three bids, we recommend the Township award the landscape construction contract to **Harder & Warner**. Harder & Warner provided a competitive construction fee, detailed and comprehensive construction quote, and their proposed work schedule is in alignment with the Township's preferred timeline. This letter provides additional details which helped us arrive at our stated recommendation.

\*NOTE: The construction bids provided reflect the 95% construction drawing set, which does not include the proposed pavilion and areas directly adjacent to the pavilion, as this area is currently still in design development. Other project items including the landscaping, irrigation, and similar features were also omitted from these initial bids and will be added to the selected contractor's scope when the construction set is complete.

### **Contractor Bid Comparisons**

The detailed contractor bids which were received have been provided as an attachment to this document for reference. This section provides a summary and brief analysis of each bid. Please note, each bid varies slightly and are not exactly 'apples to apples'. Where necessary, we note where contractor quotes vary and adjustments that should be made to draw accurate comparisons.

Harder & Warner

Total Estimated Fee: \$556,108.00

*Estimated Schedule:* Begin construction October 2023, depending on when contract is executed. Perform preparation work and demolitions in the late fall/early winter, weather depending. Complete construction June 2024. Construction completion will depend on details of pavilion construction and is not guaranteed.

Native Edge and Harder & Warner have a solid relationship and have worked on many successful projects together. Harder & Warner is committed to excellence and client satisfaction and consistently delivers results. We are recommending Harder & Warner due to their fee being in the middle of the bids, their ability to start the project quickly, and our experience working with their team.

<b>Harder and Warner Bid</b>			
Item	Price (High)	Price (Low)	Notes
Site Work: Excavation	\$ 99,000.00		
Site Work: Base Construction	\$ 25,100.00	\$ 19,600.00	
Geotextile Fabric under Paths	\$ 1,850.00		
Site Work: Fine agg. Path Install	\$ 8,000.00		
Upgraded Edging	\$ 1,000.00		
Site Work: General	\$ 20,000.00		
Site Work: Underdrain	\$ 6,800.00		
Site Work: Tree Rem. Stump Grind	\$ 4,500.00		
Site Work: Wooded Area Clearing	\$ 10,000.00		
Mulching Woodland Floor	\$ 6,750.00		
Concrete Installation	\$ 130,000.00	\$ 75,000.00	Will go with low price - this is for the broomed finish which will be fine.
Ledgestone Outcropping	\$ 68,750.00	\$ 55,000.00	
Boulder Retention	\$ 17,000.00		
Paver Installation	\$ 37,850.00	\$ 32,250.00	
Maintenance Strip	\$ 5,650.00		
Utility Allowance	\$ 10,000.00		
Low voltage Lighting	\$ 18,400.00	\$ 12,650.00	
Furnishings Benches and Litter	\$ 94,283.00		Install alone would be \$13,800 if Twp wants to purchas
Furnishings Bottle Fill Station	\$ 16,175.00		
Fountain	\$ 30,000.00	\$ 25,000.00	
<b>Total Estimated Fee</b>	<b>\$ 556,108.00</b>		
Notes: Estimated fee assumes using the 'high' price for all budget items except for the concrete, which will feature the boomed versus sand-blasted finish.			

Katerberg VerHage

Total Estimated Fee: \$684,950.00

\*Includes landscaping which was not required for base bid. If landscaping is removed, total estimated fee could be closer to \$600,000. A revised bid with landscaping removed has been requested from the contractor and will be provided once received.

Estimated Schedule: Begin construction Spring 2024. Complete construction summer 2024.

Katerberg VerHage is a great company who does high-quality work. Native Edge has experience working with them on other high-profile projects and were happy they submitted a bid for this project. However, due to their fee being higher than Harder & Warner, and their longer construction timeline, we decided to recommend Harder & Warner over Katerberg VerHage.

<b>Katerberg VerHage Bid</b>			
Item	Price (High)	Price (Low)	Notes
Core project items (see contract)	\$ 598,950.00		Does not include items provided below. Does include landscaping which will need to be removed.
<b>Additional Items not in base bid</b>			
Fountain	\$ 75,000.00		Does not include power or drainage lines
Drinking Fountain	\$ 11,000.00		Does not include power or drainage lines
Decomposed granite pathways	\$ 35,000.00		They provided a cheaper alternative which we will go with.
Sandblast finish on sidewalks	\$ 40,000.00		
21AA Aggregate base for sidewalks	\$ 4,000.00		
<b>Total Estimated Fee</b>	<b>\$684,950</b>		
Notes: Estimated fee does not include sandblast, 21AA aggregate, or decomposed granite pathways (uses alternative dolomite trail mix). Landscaping needs to be removed from quote. Fountain and drinking fountain were added to core project items.			

Koetje Landscaping

Total Estimated Fee: \$109,160.14

\*Koetje’s fee did not include many of the required work items, as identified in the notes on their quote below. Some of the items were specified to be provided by the owner, which we was stated as being a suitable option if preferred.

Estimated Schedule: Undetermined.

Koetje Landscaping is another great landscape contractor that Native Edge has experience working with. However, their contract was missing many key project features which would require hiring additional contractors to fill the gaps. The project team feels it is preferable to have a landscape contractor who can do most of the site work in-house (or using their own subs) which is why we are not recommending Koetje Landscaping for this project.

<b>Koetje Landscaping Bid</b>			
Item	Price (High)	Price (Low)	Notes
Pavers	\$ 24,610.12	\$ 16,362.12	
Trees, Edging, Grass	\$ 22,587.05		
Site Lighting	\$ 16,056.42		
Boulders and Outcropping Walls	\$ 25,022.10		
Benches and Fountain	\$ 6,035.00		Installation only - fountain and benches provided by owner.
Gravel paths and maintenance strip	\$ 14,849.45		
<b>Total Estimated Fee</b>	<b>\$ 109,160.14</b>		
Notes: Estimated fee does not include site work for excavation and grading, removals of trees and soils, SESC and tree protections and fencings, clearing woodland areas, concrete installation, utility installation, and bottle fill station.			

Please let me know if you have any questions about the information provided in this letter. We are very excited to have received quality bids for this project and are looking forward to taking the next steps! As mentioned previously, the bids which were received by the contractors have been provided as an attachment to this letter.

With gratitude,

NATIVE EDGE, LLC



Wesley K. Landon, ASLA  
Landscape Architect / Principal

Attachments [Contractor bids]

## CONTRACTOR BIDS



Harder & Warner Landscape, Inc.  
6464 Broadmoor Ave SE  
Caledonia, MI 49316  
Phone: (616) 698-6910  
Fax: (616) 698-9711

Friday, September 29, 2023  
Estimate# E16550

Native Edge  
PO Box 140021  
Grand Rapids, MI 49514  
(616) 717-0656  
wesley@natedgedeco.com

### Friendship Park - Cascade Library

Designer: Benjamin Leonard

#### **Site Work: Excavation**

Excavation for 14,760 sqft of concrete base, paver base, and aggregate path base and disposal of excess material offsite. Area includes overexcavation beyond finished pavement for stable base. Includes additional 80 yd of contaminated soils overexcavated and special disposal offsite for invasive species contamination. Up to 135 yd topsoil stocked on site for site balancing, fill, and pavement edge fill. Includes minor site balancing per grading plans.

**Total: \$99,000.00**

#### **Sitework: Base construction**

Delivery and installation of Class 2 sand base compacted in 3" lifts for concrete and 21AA gravel base compacted in 3" lifts for fine aggregate paths. Concrete base priced as 4" base per spec or 6" base (recommended standard for sand)

Concrete:

4" base as spec'd: \$16,000

6" base (recommended): \$21,500

Aggregate paths:

3" gravel base: \$3,600

**Sitework: Base construction Total: \$19,600.00 to \$25,100.00**

**Recommended upgrade: Geotextile underlayment installation for paths**

5oz Geo-underlayment recommended between compacted subgrade and gravel subbase for extended stability/longevity. Prevents mixing of subgrade and gravel and combats the effects of excessive soil heaving in winter.

**Add: \$1,850.00**

**Sitework: Fine aggregate path installation**

Delivery and installation of stone screenings as spec'd, compaction and fine surface rake, installation of 120' 4" aluminum edging abutting lawn and planting zones (rolled edge planned for woodland paths as spec'd), and application of surface binder.

**Total: \$8,000.00**

**Recommended upgrade: 5.5" 3/16 mill edging**

This heavy commercial grade edging holds curves without bending and combats winter heaving/settling exceptionally well for less annual maintenance and project longevity.

**Add: \$1,000.00**

**Sitework: General**

-750' tree protection: proposed as steel posts and heavy duty orange fencing instead of chainlink fence (chainlink price provided on request, but is appx 4x more expensive)

-800' silt fence installed

-Gravel access ramp

-Silt sack installation/maintenance

-80' 24" rootbarrier

-Utility and irrigation sleeving

**Total: \$20,000.00**

**Sitework: Underdrain installation as spec'd**

**Total: \$6,800.00**

**Sitework: Tree removal and stump grinding**

For 10 trees per demo plan. If removal needs change during site walk with Landscape Architect, price may change accordingly.

**Sitework: Tree removal and stump grinding Total: \$4,500.00**

**Sitework: Wooded area clearing**

Intent for this area is to remove all undesirable scrub vegetation including large honeysuckle thickets, remove struggling/overpopulated/obstacle trees under 2" (all large thriving trees to be preserved), surface scraped to remove existing understory herbaceous material and balance relative grade (no extensive excavation or alteration of existing relative grade), removal to greatest extent of existing invasive species (it is understood that this space will be monitored and invasives treated over the next several seasons). Woody material removed (trees, honeysuckle, etc.) will be chipped and spread onsite or removed and disposed of offsite at direction of Landscape Architect.

**Total: \$10,000.00**

**Recommended addition: Light mulching woodland floor**

natural hardwood mulch blown in to cover wooded area floor after path installation to provide a clean, finished look for project while invasive management program is in progress. Tougher understory plant material and invasives will grow through the mulch layer, but it will help manage the majority of light dependent undesirable species ("weeds").

**Add: \$6,750.00**

**Concrete installation**

Priced for 9,430 sq ft of 4" concrete with the understanding that the remaining area to the north will be developed further and added later. Proposing 4" concrete with welded wire mesh. Joints tooled as spec'd. Expansion joints as spec'd, but price does not included caulking joints(price provided separately). Options for both standard broomed finish and light wash/sandblast finish.

Broomed finish: \$75,000

Light wash/sandblast: \$130,000

**Total: \$75,000.00 to \$130,000.00**

**Ledgestone outcropping walls**

Walls to be 1.5' to 2' above lower grade with minimum 6" embedment. Walls constructed as spec'd with 5oz heavy geotextile fabric backing and sub-drain system. Material to be quarried limestone - typical thickness is 9" to 11". Walls to be constructed with uniform thickness across courses for level top. Finished wall to be appx 500ff to 625ff - final size to be determined with Landscape Architect during pre-construction.

**Total: \$55,000.00 to \$68,750.00**

**Boulder retention**

Boulder wall constructed as spec'd with 5oz heavy geotextile backing. Boulders to be sized as needed but no less than 2' relative. Constructed with minimum 6" embedment. Wall to be appx 210ff to 283'ff.

**Boulder retention Total: \$17,000.00**

**Paver installation**

700 sq ft of pavers installed as inlay. Price includes base construction, concrete 'mudpan' subbase with 1" weep holes on 24" centers and underdrain as needed. Proposing a Hollandstone or similar soldier border course to allow for cleanest radius cut around outer edge of large format paver field. Priced for Umbriano and Beacon Hill Smooth paver products (both Unilock). Pavers finished with polymeric joint sand.

Umbriano: \$37,850

Beacon Hill Smooth: \$32,250

**Paver installation Total: \$32,250.00 to \$37,850.00**

**Maintenance strip installation as spec'd**

**Total: \$5,650.00**

**General utility allowance**

This is a budget recommendation for electrical and plumbing needs. This may include installation of power receptacles throughout the site and plumbing for irrigation and will definitely be required for water service to bottle filling station and power to fountain. This budget item is intended as a placeholder at this time and can be firmed up as more details arise.

**Total: \$10,000.00**

**Low voltage lighting installation**

Includes lighting system installed as spec'd with Low voltage transformer, direct bury wire, all fixtures as called out, and high quality copper crimp and silicone capsule connections (no twist on 'gel-caps' to be used). Includes astronomical timer for hands free control that updates daily. Upgrade option provided for alternate solid brass fixtures with lifetime warranty. Samples provided on request.

Called out fixtures: \$12,650

Solid brass fixtures: \$18,400

**Total: \$12,650.00 to \$18,400.00**

**Furnishings: Benches and litter**

As spec'd from Landscape Forms.

Furnishing delivered: \$80,483

Handling/assembly/installation: \$13,800

**Total: \$94,283.00**

**Furnishings: Bottle fill station**

Elkay station as spec'd. Priced for delivered and installed. Additional plumbing required for water service.

Bottle fill station delivered: \$14,675

Installation: \$1,500

**Furnishings: Bottle fill station Total: \$16,175.00**

**Fountain budget**

Includes excavation and installation of footer and slab, plumbing into basin slab for autofill from irrigation mainline, delivery and setting of tiered fountain, delivery and installation of 8' surround, sealing/waterproofing joints.

Due to size and fragility of stone fountain and surround, this should be installed prior to surrounding concrete flatwork to allow close proximity machine access. Final pricing determined after exact fountain/surround selected. Pricing based on spec's provided.

**Fountain budget Total: \$25,000.00 to \$30,000.00**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Payment Schedule**

Upon Contract Signing	TBD
Upon Project Completion	TBD

**Payment Terms: Due Upon Receipt**

**Note:**

1. **GUARANTEE:**

The goal of Harder & Warner Inc. is to provide quality workmanship and products to our customers. We guarantee that our work in all phases, will be performed in a professional manner.

All "Woody plants, (except Rhododendrons, Azaleas, annuals, perennials, groundcovers, roses and bulbs) furnished and planted by Harder & Warner Inc., which fail within one year from date of planting, will be replaced once. Harder & Warner will supply the replacement materials needed while the customer will be charged for the necessary labor.

Seed and sodded lawn installations carry no guarantee. Future care and weather conditions are beyond our control and these are the primary factors in determining a lawns vigor.

There is no guarantee on transplanting work.

Failure to comply with agreed payment terms nullifies all guarantees.

This guarantee is in accordance with the Grand Rapids Nursery Landscape Association standard contract.

2. TIME AND MATERIAL CONTRACT:

All orders indicated as such on page #1 will be performed on a time and material basis. All labor and materials incidental to the work, travel time to and from the job site, heavy equipment and subcontract fees will be charged to the client.

3. BID QUOTATION CONTRACTS:

All orders indicated as bid quotations will be billed at the stated (or quoted price).

4. STANDARDS:

Unless otherwise specified, all material and workmanship will conform to the American Association of Nurserymen and Grand Rapids Nursery and Landscape Association Specifications.

5. INSURANCE & LICENSING:

We are properly insured for your protection. A residential builder or residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under the electrical administrative act, 1956 PA 217, MCL 338.881 to 338.892. A plumbing contractor is required to be licensed under the state plumbing act, 2002 PA 733, MCL 338.3511 to 338.3569. A mechanical contractor is required to be licensed under the Forbes mechanical contractors act, 1984 PA 192, MCL 338.971 to 338.988.

6. ACCEPTANCE:

The stated prices, specifications, and conditions are satisfactory and hereby accepted. Harder & Warner Inc. is hereby authorized to do this work as specified and payment will be made as outlined herein.

7. TERMS:

1/2 deposit or authorized company purchase order required to schedule jobs. Deposits or payments by charge card for landscape work require 2% to be added to the invoiced amount. Net amount due upon completion of work, or upon submission of monthly progress invoice. All invoices 30 days past due are subject to 2% per month or 24% annual finance charge.



September 29, 2023

Nativedge  
PO Box 140021  
Grand Rapids, MI 49514

Project: KDL Cascade Township – Friendship Park

The following is a proposal for the construction of Friendship Park at Kent District Library Cascade Township Branch. This proposal is based on 95% construction drawings dated 9/6/2023. Due to incomplete drawings, some things have been excluded.

Included

- General conditions - SESC, site security, sanitary facilities, construction staking
- Removals
- Site grading - mass grading is included for the area around the pavilion.
- 4" underdrain
- Site concrete –includes MDOT class 2 sand subbase in lieu of 21AA. Concrete will be finished with a light broom finish.
- Aggregate pathways –includes dolomite trail mix aggregate in lieu of decomposed granite
- Stone maintenance strip
- Brick pavers
- Boulder & outcropping walls
- Landscape & native plantings and seeding
- Lawn restoration
- Provide & install site furnishings – benches & trash receptacles
- Install owner provided site furnishings – picnic tables
- Low voltage lighting system – a 120V receptacle will need to be provided by the owner near the park
- Sculpture re-installation

Excluded

P&P bonds, special insurance, special engineering, sandblasted concrete finish, 21AA base for concrete flat work, decomposed granite, concrete & other work around the pavilion, drinking fountain, 3-tier fountain, underground utilities, seeding in pond easement to the east, irrigation, materials testing

**Total Proposal = \$598,950.00**

**For reference, estimated values of alternate items are below:**

- 3-tier fountain – includes fountain & installation. Does not include power, water supply line, or drainage line  
ADD = \$75,000.00
- Drinking Fountain – includes Elkay fountain & installation. Does not include water supply line or drainage line  
ADD = \$11,000.00
- Decomposed Granite Pathways  
ADD = \$35,000.00
- Light sandblast finish on sidewalks  
ADD = \$40,000.00
- 21AA aggregate base for sidewalks  
ADD = \$4,000.00
- Owner provides benches & trash receptacles  
DEDUCT = \$73,000.00

Thank you,

*Joel Franken*

Project Manager

[joelf@katerbergverhage.com](mailto:joelf@katerbergverhage.com)

# Friendship Park

## Estimate Approval - BK-208



Koetje Landscaping, LLC

### Friendship Park

2870 Jacksmith Ave. SE.  
Grand Rapids, MI 495346

### Koetje Landscaping

brian@koetjelandscaping.com  
(616) 304-4553

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<b>Paver patio</b>	<b>\$16,362.12</b>
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These workareas are: Quoted Price pricing\*

Install paver patio using Belgard Dimensions 12 in Scandina Gray. If we use Unilock Umbriano add \$8,248.00

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<b>Trees and edging</b>	<b>\$22,587.05</b>
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These workareas are: Quoted Price pricing\*

Plant trees, install mulch around the trees, install black aluminum edging, sod and hydroseed.

Topsoil to grade provided by Owner/ Builder

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<b>Low voltage lighting</b>	<b>\$16,056.42</b>
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These workareas are: Quoted Price pricing\*

Install low voltage lighting. This includes (2) 300 w transformers and (2) photo cells.

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<b>Boulders and outcrop rock walls</b>	<b>\$25,022.10</b>
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These workareas are: Quoted Price pricing\*

Install boulder and outcropping walls.

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<b>Install benches and fountain</b>	<b>\$6,035.00</b>
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These workareas are: Quoted Price pricing\*

Install fountain and benches supplied by owner.

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<b>Install gravel path and maintenance strip</b>	<b>\$14,849.45</b>
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These workareas are: Quoted Price pricing\*

Install decomposed granite pathway and gravel maintenane strip

# FRIENDSHIP PARK

Kent District Library - Cascade Township Branch  
 2870 Jacksmith Ave SE  
 Grand Rapids, MI 49546

## 95% Construction Documents

September 6, 2023

### PROJECT TEAM

CLIENT:  
**Kent District Library - Cascade Township Branch**  
 2870 Jacksmith Ave SE,  
 Grand Rapids, MI 49546  
 Contact: Lulu Brown  
 Phone: (616) 784-2007

LANDSCAPE ARCHITECT /  
 PRINCIPAL-IN-CHARGE:  
**Native Edge, LLC**  
 PO BOX 140021  
 Grand Rapids, MI 49514  
 Contact: Wes Landon, ASLA  
 Phone: (616) 717-0656

SURVEYOR  
**Feenstra & associates, Inc.**  
 7482 Main Street,  
 Jenison, MI 49428  
 Contact: David Hanko  
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ARCHITECT  
**The Design Forum Inc.**  
 PO Box 561,  
 Belmont, MI 49306  
 Contact: Neale Bauman, AIA  
 (616) 438-9101

ENGINEER  
**Classic Engineering**  
 100 Grandville Ave SW, Ste. 400  
 Grand Rapids, MI 49503  
 Contact: Larry Wood, PE  
 (616) 742-2810



### SHEET INDEX

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G2	NOTES
C1 - C4	EXISTING CONDITIONS
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### PROJECT AREA MAP

NOT TO SCALE

-  APPROXIMATE PROPERTY LINE
-  APPROXIMATE PROJECT AREA

**LANDSCAPE AREA IMPROVEMENTS**  
**KENT DISTRICT LIBRARY -**  
**CASCADE TOWNSHIP BRANCH**

**PREPARED FOR:**  
 Kent District Library  
 2870 Jacksmith Ave SE  
 Grand Rapids, MI 49546

#	DATE	ISSUE / REVISION
1	3/21/23	50% Construction Docs
2	9/6/23	95% Construction Docs

**SEAL**

**DATE:** 9/7/23

**PROJECT No.:** NE22701.01

**ISSUE / REVISION:** 2

**SCALE:** NOT TO SCALE

**SHEET TITLE**

COVER SHEET

**SHEET**

**G1**

**SHEET No.** 1 OF 36

**GENERAL NOTES**

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, CODES, ORDINANCES, AND REGULATIONS.
- NATIVE EDGE IS THE PRINCIPAL-IN-CHARGE AND WILL BE THE PRIMARY POINT OF CONTACT FOR ALL CONTRACTORS AND SUBCONTRACTORS DURING CONSTRUCTION, AND WILL COORDINATE WITH THE CLIENT AS NEEDED THROUGHOUT CONSTRUCTION.
- CONTRACTORS WORKING ON THIS PROJECT ARE RESPONSIBLE FOR COORDINATING THEIR WORK WITH OTHER PROJECT CONTRACTORS, SUBCONTRACTORS, THE CLIENT, AND LANDSCAPE ARCHITECT, TO ENSURE A STREAMLINED AND EFFICIENT CONSTRUCTION PROCESS.
- PRIOR TO BEGINNING WORK CONTRACTOR SHALL CALL MISS DIG AND HAVE ANY UNDERGROUND UTILITIES LOCATED.
- LOCATIONS OF UTILITIES AND EXISTING FEATURES TO BE VERIFIED BY THE CONTRACTOR. EXISTING UTILITIES AND FOUNDATIONS AS SHOWN ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES ARE SHOWN ON THE DRAWINGS. IF UNDERGROUND UTILITIES ARE ENCOUNTERED THAT ARE NOT SHOWN ON THE PLANS, NOTIFY THE THE CLIENT IMMEDIATELY.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK AND VERIFY PROPOSED GRADES, DIMENSIONS, AND EXISTING CONDITIONS. ANY DISCREPANCIES BETWEEN THE PLANS AND THE ACTUAL SITE CONDITIONS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT FOR DIRECTION BEFORE PROCEEDING WITH WORK.
- THE LIBRARY WILL MAINTAIN OCCUPANCY AND OPERATION THROUGHOUT THE CONSTRUCTION PERIOD. CARE IS TO BE TAKEN TO ENSURE DISTURBANCES TO TRAFFIC FLOW AND ACCESS TO THE LIBRARY ARE MINIMAL AND ANY CONSTRUCTION ACTIVITIES WHICH WILL IMPACT SITE ACCESS FOR LIBRARY STAFF AND VISITORS SHALL BE REVIEWED WITH AND APPROVED BY THE LIBRARY STAFF PRIOR TO PROCEEDING WITH THE WORK.
- CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS, TOOLS, EQUIPMENT, AND ANY OTHER ITEMS RELATED TO CONSTRUCTION OF THE WORK.
- CONTRACTOR SHALL FOLLOW THESE CONSTRUCTION DOCUMENTS AND CONSULT WITH THE LANDSCAPE ARCHITECT BEFORE DEVIATING FROM THESE DOCUMENTS.
- THE CONTRACTOR SHALL MAINTAIN A CLEAN AND ORDERLY WORK SITE FOR THE DURATION OF CONSTRUCTION. TRASH AND DEBRIS SHALL BE PICKED UP AND DISPOSED OF EACH DAY. VEHICLES AND EQUIPMENT SHALL BE CLEANED AND MAINTAINED SO AS NOT TO CONTAMINATE THE PROJECT AREA. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL LEAVE THE PROJECT SITE IN A PRISTINE CONDITION.
- ANY PROPERTY THAT IS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES FROM THIS PROJECT SHALL BE REPLACED OR REPAIRED TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

**MATERIAL SAMPLES AND SHOP DRAWINGS**

- CONTRACTOR TO PROVIDE MATERIAL SAMPLES FOR ALL APPROPRIATE MATERIALS (MULCH, STONE, PAVING MATERIAL, LANDSCAPE MATERIALS, ETC.) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PURCHASING AND DELIVERING SAID MATERIALS.
- CONTRACTOR TO PROVIDE SHOP DRAWINGS AS REQUESTED BY LANDSCAPE ARCHITECT FOR PROPOSED SITE FEATURES, OR WHENEVER A PROPOSED FEATURE DEVIATES FROM THE DRAWINGS AND SPECIFICATIONS PROVIDED IN THE PLANS.

**SITE PREPARATION**

- SOIL EROSION AND SEDIMENTATION CONTROL (SESC)
  - SESC MEASURES TO BE IMPLEMENTED AS SHOWN ON THE PLANS BEFORE CONSTRUCTION ACTIVITIES CAN BEGIN.
  - SESC MEASURES IN ADDITION TO WHAT IS SHOWN ON THE PLANS MAY BE NECESSARY IN ORDER TO PREVENT SEDIMENT ESCAPING THE CONSTRUCTION SITE.
  - THE CLIENT MAY DIRECT ADDITIONAL SESC MEASURES TO BE IMPLEMENTED.
  - SESC MEASURES TO BE PLACED SO THAT THEY INTERCEPT ANY POTENTIAL SEDIMENT THAT MAY LEAVE THE SITE OR FIND ITS WAY INTO AN ADJACENT WATER BODY.
  - SESC MEASURES TO BE MONITORED BY THE CONTRACTOR AND CLEANED AS NEEDED THROUGHOUT CONSTRUCTION.
  - DAMAGED SESC MEASURES TO BE REPLACED IMMEDIATELY.
  - CATCH BASINS AND MANHOLES WITHIN THE CONSTRUCTION AREA THAT ARE ALSO SUBJECT TO CONSTRUCTION TRAFFIC SHALL BE PROTECTED WITH RIPRAP.
  - SESC CONTROL MEASURES TO BE MAINTAINED IN PROPER WORKING ORDER THROUGHOUT THE CONSTRUCTION ACTIVITIES AND MONITORED BY THE CONTRACTOR.
- STAGING/ACCESS
  - CONTRACTOR TO COORDINATE WITH THE CLIENT TO ESTABLISH CONSTRUCTION SIGNAGE AND SECURE THE SITE DURING CONSTRUCTION ACTIVITIES. THE CLIENT WILL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING CONSTRUCTION SIGNAGE AND ACCESS DURING CONSTRUCTION AS SHOWN ON THE PLANS.
  - THE SOUTH EAST PARKING LOT IS TO BE THE STAGING AREA FOR CONTRACTORS, CONSTRUCTION EQUIPMENT, MATERIALS, AND SITE ACCESS. IF ADDITIONAL ROOM FOR STAGING IS NEEDED THE CONTRACTOR SHALL COORDINATE WITH THE CLIENT TO DETERMINE ADDITIONAL OPTIONS.
- DEMO & PROTECTION
  - EXISTING FEATURES ARE TO REMAIN AND BE PROTECTED DURING CONSTRUCTION UNLESS IDENTIFIED IN THE PLANS FOR REMOVAL. IF EXISTING FEATURES SUCH AS SIGNS, OR OTHER SMALLER SITE ITEMS NEED TO BE REMOVED FOR CONSTRUCTION OPERATIONS THEY SHALL BE REPLACED BY THE CONTRACTOR BEFORE PROJECT CLOSEOUT.
  - CONTRACTOR TO CONFIRM WITH THE CLIENT SITE FEATURES THAT ARE TO BE DEMOLISHED AND REMOVED.
  - DEMOLISHED MATERIALS ARE TO BE REMOVED FROM SITE AND DISPOSED OF ACCORDING TO THE LOCAL LAWS AND ORDINANCES.
  - ITEMS ENCOUNTERED BELOW GRADE AND NOT SHOWN ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE CLIENT IMMEDIATELY.
  - CLEARING AND GRUBBING ACTIVITIES
    - CLEARING AND GRUBBING TO BE COORDINATED WITH THE LANDSCAPE ARCHITECT AND THE KENT CONSERVATION DISTRICT STRIKE TEAM.
    - WITHIN THE CLEARING AND GRUBBING FOOTPRINT AS SHOWN ON THE PLANS, THE CONTRACTOR IS TO REMOVE ALL MATERIAL HERBACEOUS VEGETATION DOWN TO THE SOIL LEVEL. TREES AND WOODY VEGETATION WHICH ARE TO BE PRESERVED WILL BE MARKED WITH HIGH VISIBILITY FLAGGING TAPE. ALL UNMARKED WOODY VEGETATION SHALL BE REMOVED. LARGE TREES TO BE REMOVED WILL BE SPECIFICALLY MARKED AND SHOWN TO THE CONTRACTOR.
    - WOODY VEGETATION TO BE REMOVED SHALL BE CUT AND GRINDED DOWN AS NEEDED - PULLING WOODY VEGETATION OUT AND DISTURBING THE SOIL PROFILE IS DISCOURAGED AND SHALL BE MINIMIZED DUE TO INVASIVE SPECIES CONCERNS.
    - WOODLAND AREA TO BE LIGHTLY SMOOTHED AND GRADED AFTER CLEARING WORK IS COMPLETED.

**TREE PROTECTION**

- EXISTING TREES WITHIN OR ADJACENT TO THE PROJECT AREA ARE TO BE PROTECTED AT ALL TIMES DURING CONSTRUCTION.
- EXISTING TREES ARE TO HAVE TREE PROTECTION FENCING INSTALLED AT THEIR DRIPLINES, OR AS CLOSE AS POSSIBLE TO THEIR DRIPLINES, TO PROTECT THE TREE ROOTS FROM COMPACTION DUE TO CONSTRUCTION ACTIVITIES.
- IN INSTANCES WHERE THE SITE PLAN PREVENTS THE INSTALLATION OF TREE PROTECTION FENCE WITHIN PART OR ALL OF A TREES DRIPLINE, EXTREME CARE IS TO BE TAKEN TO LIMIT CONSTRUCTION ACTIVITIES AND ACCESS OF HEAVY EQUIPMENT WITHIN THIS AREA TO THE GREATEST EXTENT POSSIBLE TO PREVENT IMPACTING THE TREES ROOT SYSTEM.
- ROOT PROTECTION & PRUNING
  - WHEN EXCAVATION IS REQUIRED WITHIN THE TREE DRIPLINE SOME ROOT PRUNING MAY BE NECESSARY. IDENTIFY ROOT PRUNING AREAS WITH THE LANDSCAPE ARCHITECT PRIOR TO CONDUCTING ANY ROOT PRUNING ACTIVITIES.
  - STRUCTURAL ROOTS WITHIN 3X THE DIAMETER OF THE TREE (2' DIAMETER TREE STRUCTURAL ROOT ZONE EXTENDS OUT 6' FROM THE TREE) ARE NOT TO BE DISTURBED UNDER ANY CIRCUMSTANCES UNLESS CONFIRMED WITH THE LANDSCAPE ARCHITECT.
  - EXCAVATION WITHIN TREE ROOT ZONES SHALL BE LIMITED TO THE SMALLEST EXTENT ALLOWABLE ACCORDING TO THE CONSTRUCTION DOCUMENTS, AND SHALL BE EXTENDED AS FAR FROM THE TREE TRUNK AS POSSIBLE..
  - IN AREAS WHERE ROOT PRUNING IS REQUIRED THE CONTRACTOR SHALL DIG A ROOT PRUNING TRENCH WHICH SHALL BE MARKED ON THE GROUND AT THE EXTENT OF THE ROOT PRUNING ZONE.
  - THE TRENCH SHALL BE CLEARED IN A WAY THAT EXPOSES THE ROOTS WHILE LEAVING THEM INTACT BY USING HAND TOOLS OR AN AIR KNIFE. DO NOT USE AN EXCAVATOR TO CLEAR SOIL AROUND TREE ROOTS.
  - CONSULT WITH THE OWNER/LANDSCAPE ARCHITECT IF ROOTS LARGER THAN 2" NEED TO BE PRUNED.
  - ONCE THE ROOTS ARE EXPOSED USE A SHARP TOOL TO CLEANLY CUT ALL ROOTS TO THE DEPTH OF THE PROPOSED DISTURBANCE. CHAIN SAWS ARE NOT ACCEPTABLE FOR CUTTING TREE ROOTS. IN AREAS WHERE THE ROOTS ARE ADJACENT TO NEW OR EXISTING HARDSCAPES, TREE ROOT BARRIERS ARE TO BE INSTALLED AT THE EDGES OF THE NEW PAVEMENT.
  - ALL ROOTS SHALL BE LEFT WITH CLEAN, SMOOTH ENDS AND NO RAGGED EDGES.
  - EXPOSED TREE ROOTS MUST BE KEPT MOIST THROUGHOUT CONSTRUCTION. COVER WITH MOIST BURLAP TO PREVENT DRYING.

**LAYOUT NOTES**

- ON-SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. WRITTEN DIMENSIONS WILL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- CONSTRUCTION STAKING TO BE PERFORMED BY PROJECT ENGINEER. PROVIDE LANDSCAPE ARCHITECT WITH ANY CONSTRUCTION STAKING NEEDS 72 HOURS PRIOR TO EXECUTION OF WORK THAT DEPENDS ON THE CONSTRUCTION STAKING SO THE LANDSCAPE ARCHITECT CAN COORDINATE WITH THE PROJECT ENGINEER.
- SHOULD SITE CONDITIONS BE DIFFERENT THAN WHAT IS INDICATED ON THE DRAWINGS CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION.
- FOR DIMENSIONS OF PROPOSED BUILDING IMPROVEMENTS AND OTHER DETAILED SITE ELEMENTS REFER TO THE ARCHITECTURAL DRAWINGS AND DETAIL SHEET.
- MEASUREMENTS ARE TO FACE OF BUILDING, WALL, OR FIXED SITE IMPROVEMENT. DIMENSION TO CENTER LINE WHERE NOTED, AND FROM THE CENTER OF CIRCULAR OBJECTS AS NOTED FOR THE RADIAL DESIGN FEATURES.
- PROVIDE EXPANSION JOINTS WHERE CONCRETE FLATWORK MEETS VERTICAL STRUCTURES SUCH AS WALLS, CURBS, STEPS, BUILDING ELEMENTS, AND EXISTING HARDSCAPES.
- EXPANSION JOINTS IN CONCRETE WALKWAYS SHALL BE LOCATED TWENTY FEET ON CENTER MAXIMUM.

**GRADING & EARTHWORK**

- THE CONTRACTOR IS TO REVIEW, UNDERSTAND, AND ADHERE TO SPOT ELEVATIONS AND CONTOURS AS INDICATED ON THE GRADING PLAN UNLESS SPECIFICALLY AUTHORIZED BY THE OR LANDSCAPE ARCHITECT. CONTRACTOR SHALL VERIFY THAT ALL MINIMUM AND MAXIMUM SLOPES IDENTIFIED ON THE PLANS ARE ACHIEVABLE IN THE FIELD PRIOR TO THE START OF WORK.
- SPOT ELEVATIONS AND GRADES TO GUIDE CONSTRUCTION EFFORTS, BUT CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SITE WILL PROPERLY DRAIN WITHOUT AREAS OF PONDING ON HARDSCAPE AREAS, AND THAT HARDSCAPE GRADES DO NOT EXCEED DEFINED TOLERANCES.
- ALL HARDSCAPE AREAS SHALL BE GRADED TO ACHIEVE POSITIVE DRAINAGE. MAXIMUM ALLOWED FINAL GRADES FOR LONGITUDINAL SLOPE ON WALKS AND PAVED AREAS SHALL BE 5% UNLESS OTHERWISE NOTED ON THE PLANS. ALL FINAL GRADES FOR WALKS SHALL HAVE A MINIMUM 1.5% CROSS SLOPE AND MAXIMUM 2.5% CROSS SLOPE. THESE CRITERIA SHALL OVERRIDE LABELED SPOT ELEVATIONS THAT DO NOT MEET THE HARDSCAPE GRADING CRITERIA.
- EXCAVATION INCLUDES ALL MATERIALS ENCOUNTERED TO WHATEVER DEPTH INDICATED ON THE PLANS. EXCAVATE TO ALLOW FOR PROPER FILL MATERIAL, SLABS, VOIDS, FORMS AND FOUNDATIONS.
- ANY VEGETATED AREA WITH A SLOPE GREATER THAN 3(H):1(V), OR DRAINAGE AREA THAT RECEIVES CONCENTRATED STORMWATER FLOWS, TO BE STABILIZED WITH BIODEGRADABLE EROSION CONTROL BLANKET (C-125 BN, SC-150 BN, OR APPROVED ALTERNATIVE)
- CONTRACTOR SHALL ENSURE THEIR FINISHED GRADES ARE WITHIN 1/8" OF A FOOT WHEN WORK IS COMPLETE.
- TOPSOIL IS TO BE STRIPPED AND STOCKPILED ON SITE FOR REUSE ONLY IN AREAS WHERE EXCAVATION IS REQUIRED. TOPSOIL SHALL ONLY BE PLACED WITHIN THE TOP 12" OF PROPOSED FINISHED GRADES. EXTRA TOPSOIL NOT NEEDED FOR THIS PROJECT SHALL BE REMOVED AND DISPOSED OF AT AN APPROPRIATE FACILITY OFF SITE.
- EXCAVATED SUBSOIL (SOIL FOUND BELOW 10" OF THE EXISTING GRADES) TO BE STOCKPILED ON-SITE FOR REUSE, OR DISPOSAL AS NEEDED. SUBSOIL SHALL ONLY BE PLACED BELOW 12" WITHIN THE PROPOSED FINISHED GRADES. THIS RESTRICTION DOES NOT APPLY WHEN PLACED UNDER HARDSCAPE AREAS.
- ADDITIONAL TOPSOIL FILL REQUIRED SHALL BE A FERTILE, FRIABLE NATURAL TOPSOIL OF LOAM CHARACTER CONTAINING AT LEAST 5% BUT NOT MORE THAN 20% BY WEIGHT OF ORGANIC MATTER WITH A PH RANGE FROM 6.0 TO 7.0. TOPSOIL SHALL BE FREE OF CLAY LUMPS, COARSE SAND, STONES, PLANT ROOTS, STICKS OR OTHER FOREIGN MATTER.
- TO THE GREATEST EXTENT POSSIBLE LIMIT THE COMPACTION OF PROPOSED LANDSCAPE AREAS BY LIMITING THE ACCESS OF HEAVY EQUIPMENT TO THESE AREAS. LANDSCAPE AREAS

- THAT BECOME COMPACTED DUE TO CONSTRUCTION ACTIVITIES SHALL BE LOOSENEED BY ROTOTILLING, DISCING, OR OTHER ACCEPTABLE PRACTICE TO A DEPTH OF 10". THE LOOSENEED SOIL SHALL THEN BE LIGHTLY COMPACTED TO AN ACCEPTABLE DENSITY FOR PLANTING.
- SOIL CONTAMINATED WITH INVASIVE SPECIES SEEDS IS TO BE REMOVED FROM THE SITE AT THE TIME OF EXCAVATION AND DISPOSED OF AT AN APPROPRIATE FACILITY OFF-SITE. THIS MATERIAL CANNOT BE STOCKPILED ON SITE FOR ANY LENGTH OF TIME AND MUST BE KEPT FROM MIXING WITH OTHER SOIL ON SITE. EQUIPMENT SHOULD BE THOROUGHLY CLEANED AFTER EXCAVATION IN THESE AREAS PRIOR TO EXCAVATION WORK IN OTHER LOCATIONS ON SITE.

**HARDSCAPES**

- CONTRACTOR TO LAYOUT HARDSCAPE ELEMENTS AND VERIFY LAYOUT WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INSTALL SLEEVING FOR IRRIGATION AND ELECTRICAL CONNECTIONS PRIOR TO INSTALLING HARDSCAPE AREAS TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL COORDINATE AND BE RESPONSIBLE FOR ALL SUB-GRADE COMPACTION AND MATERIAL PREPARATION UNDER PAVED AREAS. REFER TO PLANS, DETAILS, OR SPECIFICATIONS WHICH IDENTIFY COMPACTION REQUIREMENTS. COORDINATE ALL COMPACTION AND SUB-GRADE PREPARATION WITH OTHER SITE CONTRACTORS AND LANDSCAPE ARCHITECT.
- CONCRETE
  - CONTRACTOR SHALL COORDINATE A FORM INSPECTION WITH THE LANDSCAPE ARCHITECT NO LESS THAN 24 HOURS PRIOR TO PLACEMENT OF ANY SURFACING.
  - LOCATE ALL JOINTS, SURFACING, AND PAVING PATTERNS AS CLOSELY AS POSSIBLE TO THE PLANS. LANDSCAPE ARCHITECT AND OWNER TO CONFIRM LAYOUTS AND PROPOSED SCORING PATTERN PRIOR TO THE WORK BEING PERFORMED.
  - CONTRACTOR SHALL PROVIDE ALL PROTECTION AND FACILITIES NECESSARY TO INSURE PROPER CURING AND FINISHING OF PAVING.
  - MINIMUM CONCRETE STRENGTH TO BE 3500 PSI MIN.
  - ALL CONCRETE WORK AND PAVEMENT SHALL CONFORM TO THE LATEST RECOMMENDATIONS OF ACI.
  - FIELD AND SHOP TESTING OF CONCRETE WORK SHALL INCLUDE INSPECTION OF REINFORCEMENTS AND CONCRETE STRENGTH TESTS, SLUMP AND AIR CONTENT TESTS. TESTS TO BE COORDINATED BY THE CONTRACTOR AND APPROVED WITH LANDSCAPE ARCHITECT OR ENGINEER PRIOR TO POURING FRESH CONCRETE.
- REFER TO THE DRAWINGS FOR PAVING DETAILS AND SPECIFICATIONS.
- PAVING WITHIN 8' OF EXISTING OR PROPOSED TREES TO HAVE 24" ROOT BARRIER INSTALLED NEXT TO HARDSCAPE SURFACE. ROOT BARRIER TO BE BURIED 1" TO HIDE THIS FEATURE.

**LANDSCAPING**

- LANDSCAPE ARCHITECT TO COORDINATE THE PURCHASE AND DELIVERY OF ALL PLANT MATERIAL.
- CONTRACTOR TO BE RESPONSIBLE FOR INSTALLING LARGE WOODY PLANT MATERIAL (TREES AND SHRUBS) AS DIRECTED BY THE LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT TO COORDINATE THE INSTALLATION OF ALL PERENNIAL VEGETATION.
- LANDSCAPE ARCHITECT TO STAKE LOCATIONS OF WOODY PLANT MATERIAL PRIOR TO INSTALLATION.
- ALL PLANTS THAT THAT WILL NOT BE PLANTED THE SAME DAY AS DELIVERY SHALL BE "HEELED IN" WITH SHREDDED BARK OR MOIST SOIL AND KEPT MOIST UNTIL PLANTED.
- THE TRUNKS AND BRANCHES OF ALL TREES AND SHRUBS SHALL BE PROTECTED FROM INJURY OF ANY KIND DURING ALL OPERATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PLANING MATERIALS PLUMB. SET THE TOP OF THE ROOT BALL, OR CROWN OF THE PLANT, AT OR SLIGHTLY HIGHER THAN THE SURROUNDING GRADE. PLANTS SHALL BE FACED TO GIVE THE BEST APPEARANCE OR RELATIONSHIP TO ADJACENT STRUCTURES. NO FILLING WILL BE PERMITTED AROUND TRUNKS OR STEMS. WHEN THE PLANT HAS BEEN PROPERLY SET, THE HOLE SHALL BE BACKFILLED TO 1/2 THE DEPTH OF THE BALL WITH TOPSOIL, FIRMLY PACKED, AND WATERED-IN AT TIME OF PLANTING. LOOSEN AND REMOVE BURLAP AND LACING FROM UPPER 1/3 OF ROOT BALL AND BACKFILL TOPSOIL FLUSH WITH THE SURROUNDING GROUND.
- PRUNE NEWLY PLANTED TREES AND SHRUBS ONLY AS DIRECTED BY CLIENT.
- WATER BAGS SHALL BE USED ACCORDING TO THE PROJECT INSTRUCTIONS TO KEEP TREES AND SHRUBS WATERED FOR THE FIRST GROWING SEASON.
- FINISHED GRADES OF PLANTING AREAS SHALL BE 2" BELOW ADJACENT PAVING OR TOP OF WALL TO ACCOMMODATE 2" OF MULCH.

**UTILITIES**

- CONTRACTOR TO COORDINATE THE PLACEMENT AND IMPLEMENTATION OF ALL WATER, ELECTRIC, AND OTHER UTILITIES NEEDED ON THIS PROJECT. CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO STARTING WORK TO DETERMINE WHERE CONNECTIONS AND ACCOMMODATIONS FOR UTILITIES SHOULD BE INSTALLED.
- CONTRACTOR TO PROTECT EXISTING UTILITIES AND COORDINATE WITH CLIENT AS TO THEIR CONDITION IN DETERMINING IF THEY SHOULD BE PRESERVED OR REPLACED.

**SITE FURNISHINGS**

- CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL SITE ELEMENTS ARE COMPLIANT WITH ALL LOCAL CODES AND ORDINANCES, AND ARE OF SOUND CONSTRUCTION QUALITY.
- SITE FURNISHINGS TO BE INSTALLED ACCORDING TO MANUFACTURER SPECIFICATIONS.



PO Box 140021, Grand Rapids, MI 49514  
p (616) 717-0656 e info@natedgeco.com

LANDSCAPE AREA IMPROVEMENTS  
KENT DISTRICT LIBRARY -  
CASCADE TOWNSHIP BRANCH

**PREPARED FOR:**

Kent District Library  
2870 Jacksmith Ave SE  
Grand Rapids, MI 49546

#	DATE	ISSUE / REVISION
1	3/21/23	50% Construction Docs
2	9/6/23	95% Construction Docs

**SEAL**

**DATE:** 9/6/23

**PROJECT No.:** NE22701.01

**ISSUE / REVISION:** 2

**SCALE:** 1"=10'

**SHEET TITLE**

**NOTES**

**SHEET**

G2

**SHEET No.** 2 OF 36

**LANDSCAPE AREA IMPROVEMENTS**  
**KENT DISTRICT LIBRARY -**  
**CASCADE TOWNSHIP BRANCH**

**PREPARED FOR:**

Kent District Library  
 2870 Jacksmith Ave SE  
 Grand Rapids, MI 49546

#	DATE	ISSUE / REVISION
1	3/21/23	50% Construction Docs
2	9/6/23	95% Construction Docs

**SEAL**

**DATE:** 9/6/23

**PROJECT No.:** NE22701.01

**ISSUE / REVISION:** 2

**SCALE:** 1"=40'

**SHEET TITLE**

**EXISTING CONDITIONS**

**SHEET**

**C1**

**SHEET No.** 3 OF 36

**EXISTING FEATURES LEGEND**

- MAJOR CONTOUR
- MINOR CONTOUR
- - - PROPERTY BOUNDARY
- ASPHALT
- CONCRETE
- TREE

**PROPERTY DESCRIPTION:**

PPN# 41-19-16-102-027  
 2870 Jacksmith Ave SE  
 Owner: Cascade Township  
 5920 Tahoe Dr SE  
 Cascade, MI 49546

**TAX DESCRIPTION(S):**

PART OF ARDEN HILLS PLAT & PART OF NW 1/4 OF SEC 16 T6N R10W DESC AS - COM AT NE COR OF LOT 7 OF ARDEN HILLS PLAT TH S TO SE COR OF SD LOT TH S ALONG E LINE OF SD LOT 7 EXT S TO A PT 895 FT S FROM N SEC LINE TH W PAR WITH N SEC LINE TO A PT 415.34 FT E FROM E LINE OF THORNHILLS AVE /100 FT WIDE/ TH N 204.0 FT TH 90D 00M 00S E 260.26 FT TH NELY 146.30 FT ALONG A 93.0 FT RAD CURVE TO LT /LONG CHORD BEARS N 44D 56M 00S E 131.67 FT/ TH N 0D 08M 00S W 53.79 FT TH NWLY 235.53 FT ALONG A 343.0 FT RAD CURVE TO LT /LONG CHORD BEARS N 19D 48M 18S W 230.93 FT/ TH NWLY 176.65 FT ALONG A 257.0 FT RAD CURVE TO RT /LONG CHORD BEARS N 19D 47M 08S W 173.19 FT/ TH N 0D 05M 40S W 100.02 FT TO A PT 57.30 FT N 89D 52M 40S E ALONG N LINE OF SD PLAT FROM A PT WHICH IS 1516.69 FT 90D 00M 00S W & 63.86 S 0D 05M 40S E FROM N 1/4 COR TH E ALONG N PLAT LINE TO BEG \*

AND PART OF NW 1/4 COM 400.0 FT S 0D 45M E ALONG EXT E LINE OF LOT 1 ARDEN HILLS PLAT & 311.04 FT N 89D 48M 24S W FROM SE COR OF ARDEN HILLS PLAT TH S 89D 48M 24S E 311.04 FT TH S 0D 45M E PAR WITH N&S 1/4 LINE 15.5 FT TO A PT 627.0 FT S FROM N SEC LINE & 631.0 FT W FROM N&S 1/4 LINE TH 90D 00M W PAR WITH N SEC LINE 29.0 FT TH S 0D 45M E PAR WITH N&S 1/4 LINE 268.0 FT TO A PT 895.0 FT S FROM N SEC LINE TH 90D 00M W PAR WITH N SEC LINE 524.38 FT TO A PT ON EXT E LINE OF LOT 7 OF ARDEN HILLS PLAT WHICH IS 895.0 FT S FROM N SEC LINE TH N 0D 08M W ALONG SD EXT LOT LINE TO SE COR OF LOT 7 OF ARDEN HILLS PLAT TH S 89D 47M 35S E ALONG S LINE OF SD PLAT 66.0 FT TH S 0D 08M 00S E 400.05 FT TH S 89D 48M 24S E 174.12 FT TO BEG \*

AND PART OF NW 1/4 COM 400.0 FT S 0D 45M 00S E ALONG EXT E LINE OF LOT 1 OF ARDEN HILLS PLAT & 311.04 FT N 89D 48M 24S W FROM SE COR OF SD PLAT TH N 89D 48M 24S W 174.12 FT TO A LINE WHICH IS 66 FT E FROM /MEAS PERP TO/ & PAR WITH E LINE OF LOT 7 OF SD PLAT & SD E LINE EXT SLY TH N 0D 08M 00S W ALONG SD LINE 400.05 FT TO A PT 6.0 FT S 89D 47M 35S E ALONG S LINE OF LOT 6 OF SD PLAT FROM SW COR OF SD LOT TH S 89D 47M 35S E ALONG S LINE OF SD PLAT 177.85 FT TO SW COR OF LOT 4 OF SD PLAT TH S 0D 24M 05S W ALONG W LINE OF SD LOT 4 EXT 400.0 FT TO BEG \*

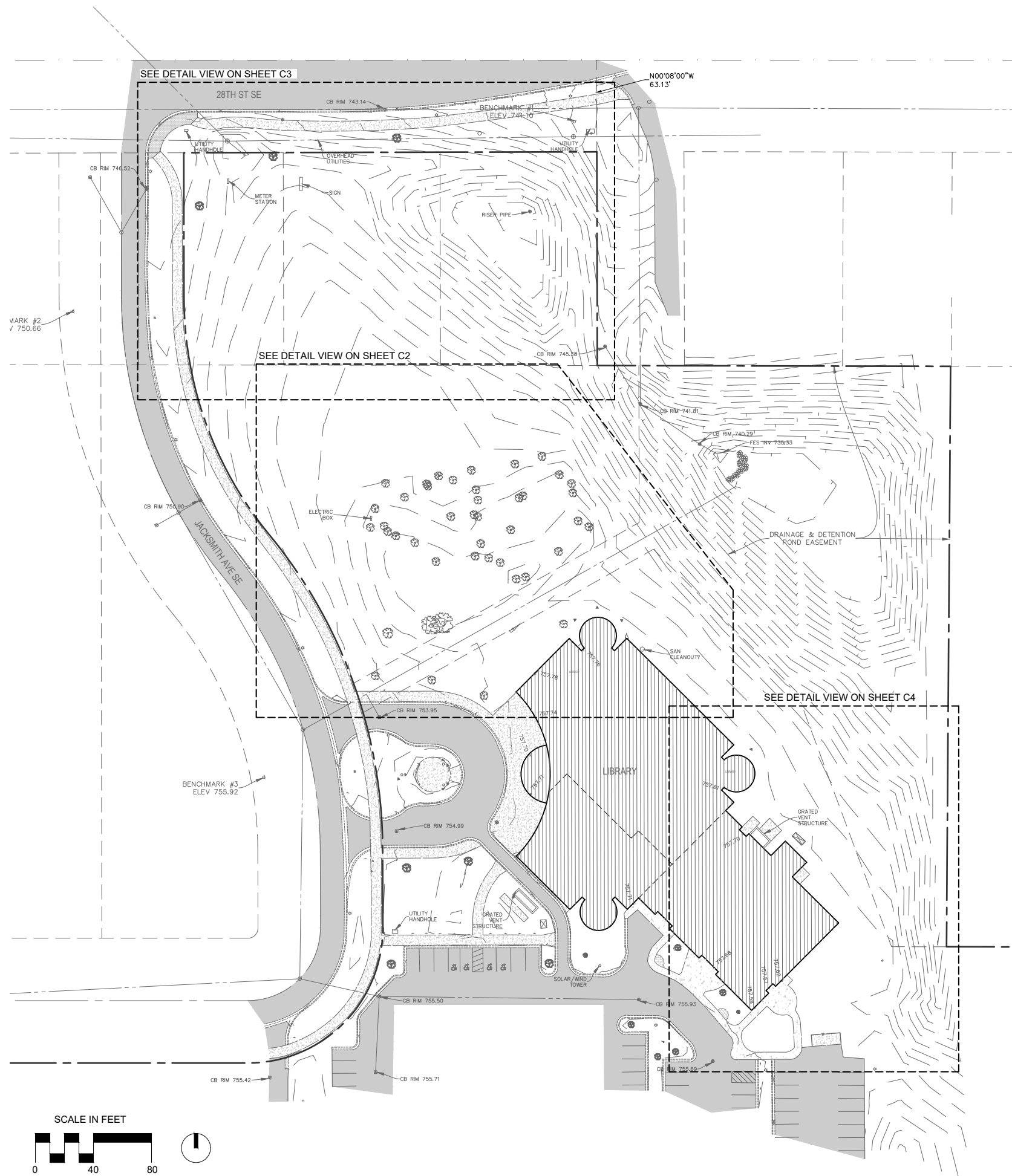
Contains 13,274 SF or 0.30 Acres

**BENCHMARKS:**

**BENCHMARK 1:** Hydrant Flange of hydrant on the South side of 28th Street, 26 feet Northwest of the Northeast corner of Lot 27, Arden Hills.  
 Elev: 741.10

**BENCHMARK 2:** Hydrant Flange of hydrant on West side of Jacksmith Ave, 109 feet South of the North line of the Arden Hills Plat.  
 Elev: 750.66

**BENCHMARK 3:** Hydrant flange of hydrant on West side of Jacksmith Ave, 430 feet South of the North line of the Arden Hills Plat.  
 Elev: 755.92



**LANDSCAPE AREA IMPROVEMENTS**  
**KENT DISTRICT LIBRARY -**  
**CASCADE TOWNSHIP BRANCH**

**PREPARED FOR:**

Kent District Library  
 2870 Jacksmith Ave SE  
 Grand Rapids, MI 49546

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2	9/6/23	95% Construction Docs

**SEAL**

**DATE:** 9/6/23

**PROJECT No.:** NE22701.01

**ISSUE / REVISION:** 2

**SCALE:** 1"=12'

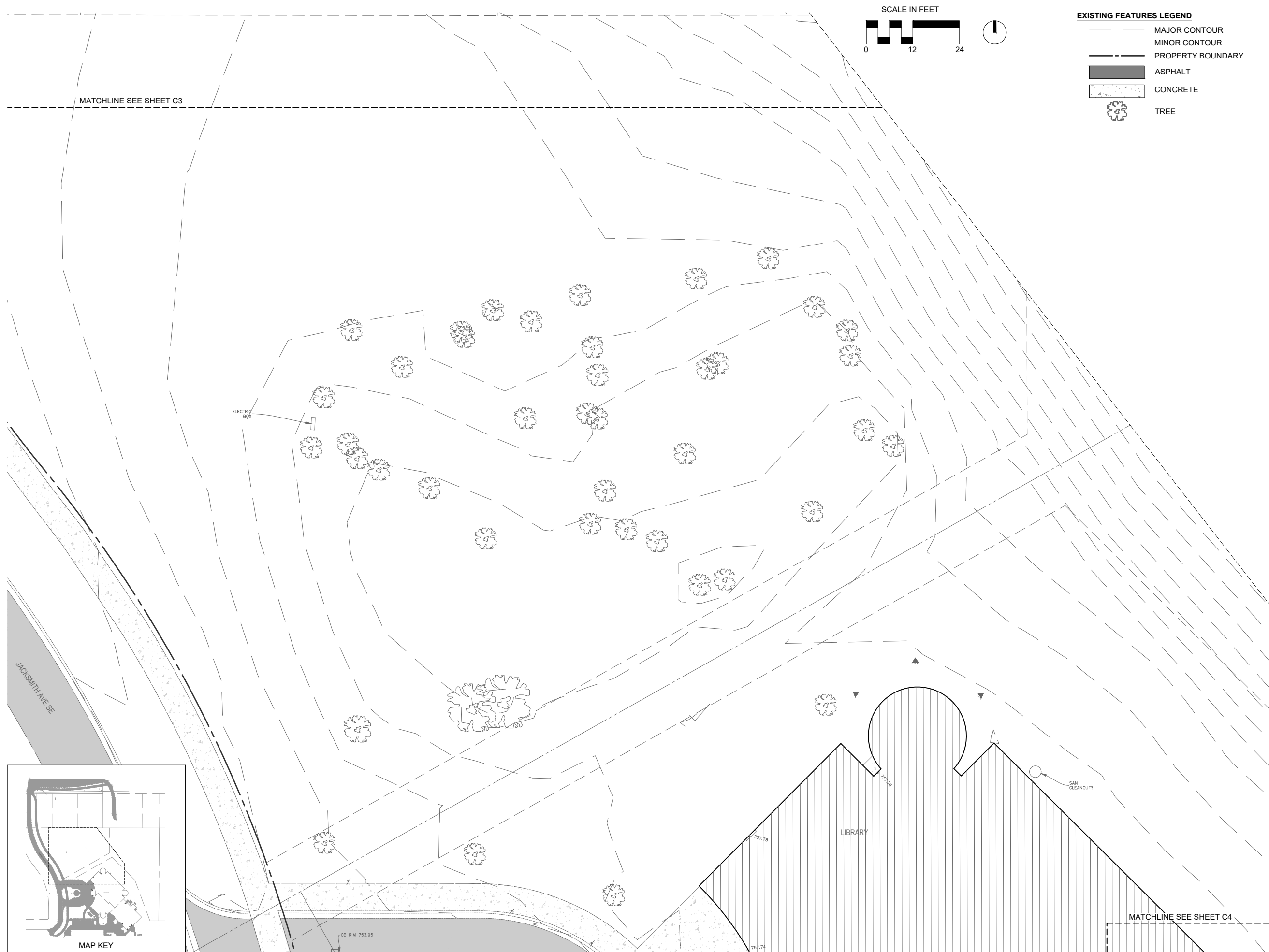
**SHEET TITLE**

EX. COND. DET. VIEW 1

**SHEET**

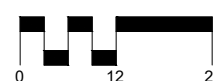
**C2**

**SHEET No.** 4 OF 36



MATCHLINE SEE SHEET C3

SCALE IN FEET



**EXISTING FEATURES LEGEND**

- MAJOR CONTOUR
- - - MINOR CONTOUR
- - - - - PROPERTY BOUNDARY
- ASPHALT
- ▨ CONCRETE
- 🌳 TREE

JACKSMITH AVE SE

ELECTRIC BOX

SAN CLEANOUT

LIBRARY

MATCHLINE SEE SHEET C4

MAP KEY

**LANDSCAPE AREA IMPROVEMENTS**  
**KENT DISTRICT LIBRARY -**  
**CASCADE TOWNSHIP BRANCH**

**PREPARED FOR:**

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 Grand Rapids, MI 49546

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**PROJECT No.:** NE22701.01

**ISSUE / REVISION:** 2

**SCALE:** 1"=12'

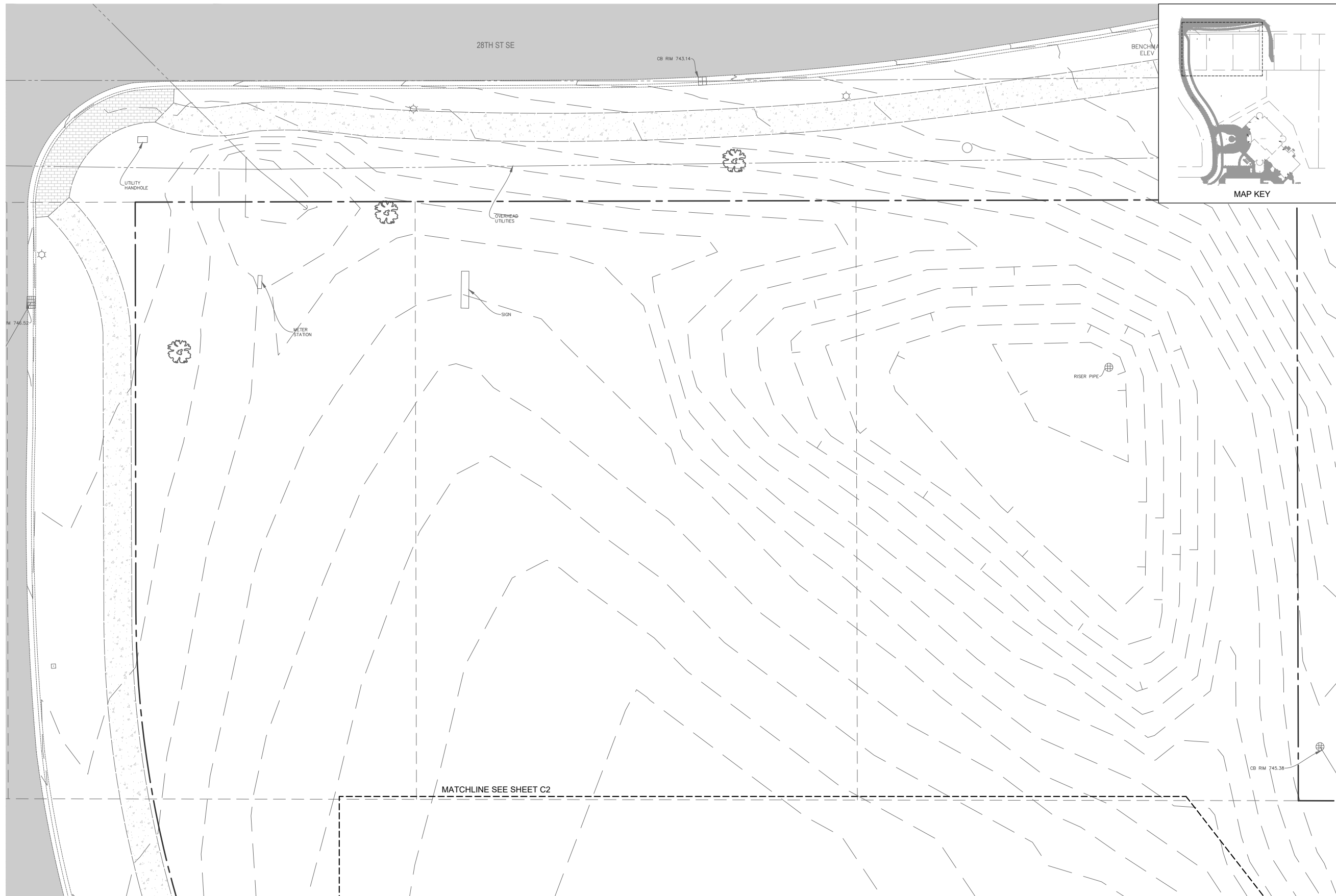
**SHEET TITLE**

EX. COND. DET. VIEW 2

**SHEET**

**C3**

**SHEET No.** 5 OF 36



**EXISTING FEATURES LEGEND**

- MAJOR CONTOUR
- MINOR CONTOUR
- - - PROPERTY BOUNDARY
- ASPHALT
- ▨ CONCRETE



TREE





**LANDSCAPE AREA IMPROVEMENTS**  
**KENT DISTRICT LIBRARY -**  
**CASCADE TOWNSHIP BRANCH**

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**DATE:** 9/6/23

**PROJECT No.:** NE22701.01

**ISSUE / REVISION:** 2

**SCALE:** 1"=40'

**SHEET TITLE**


SESC, STAGING, DEMO


**SHEET**


**C5**


**SHEET No.** 7 OF 36


**SESC, STAGING, DEMO KEY**


- 


**1** **CONTRACTOR STAGING AREA.** SOUTH EAST PARKING LOT AREA, ADJACENT TO SITE ACCESS LOCATION. CONTRACTOR TO MINIMIZE DAMAGE TO EXISTING PARKING AREA TO THE GREATEST EXTENT POSSIBLE AND PROVIDE CLIENT WITH PROTECTION PLAN FOR EXISTING PARKING AREA. CONTRACTOR SHALL MAINTAIN ACCESS TO DUMPSTERS ON TRASH PICKUP DAYS.
- 


**2** **SITE ACCESS.** THE PRIMARY ACCESS ROUTE TO THE PROJECT AREA IS ADJACENT TO THE STAGING AREA. PROTECT EXISTING CURBS WITH GRAVEL. ACCESS ROUTE SHALL BE AROUND THE NORTHEAST SIDE OF THE LIBRARY ALONG SILT FENCE PLACEMENT LOCATION, PROVIDING ACCESS TO ALL PROJECT AREAS. PLACE A 25' GRAVEL DRIVE (MINIMUM) AT BEGINNING OF SITE ACCESS ROAD ADJACENT TO STAGING AREA. SEE DETAIL 4 ON SHEET C6.
- 

**3** **CLEARING AND GRUBBING AREA.** ALL HERBACEOUS AND SHRUBBY VEGETATION TO BE REMOVED FROM THE CLEARING AND GRUBBING AREA. GREAT CARE IS TO BE TAKEN NOT TO CONTAMINATE OTHER PROJECT AREAS WITH SOIL FROM THIS LOCATION. SEE NOTES ON SHEET G2 FOR DETAILED INSTRUCTIONS REGARDING THE CLEARING AND GRUBBING IN THIS AREA.
- 

**4** **SILT FENCE.** PLACE SILT FENCE IN LOCATIONS WHERE RUNOFF MAY OCCUR ADJACENT TO CONSTRUCTION WORK AREAS. SEE DETAIL 1 ON SHEET C6.
- 

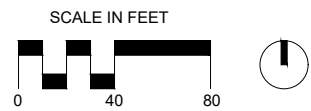
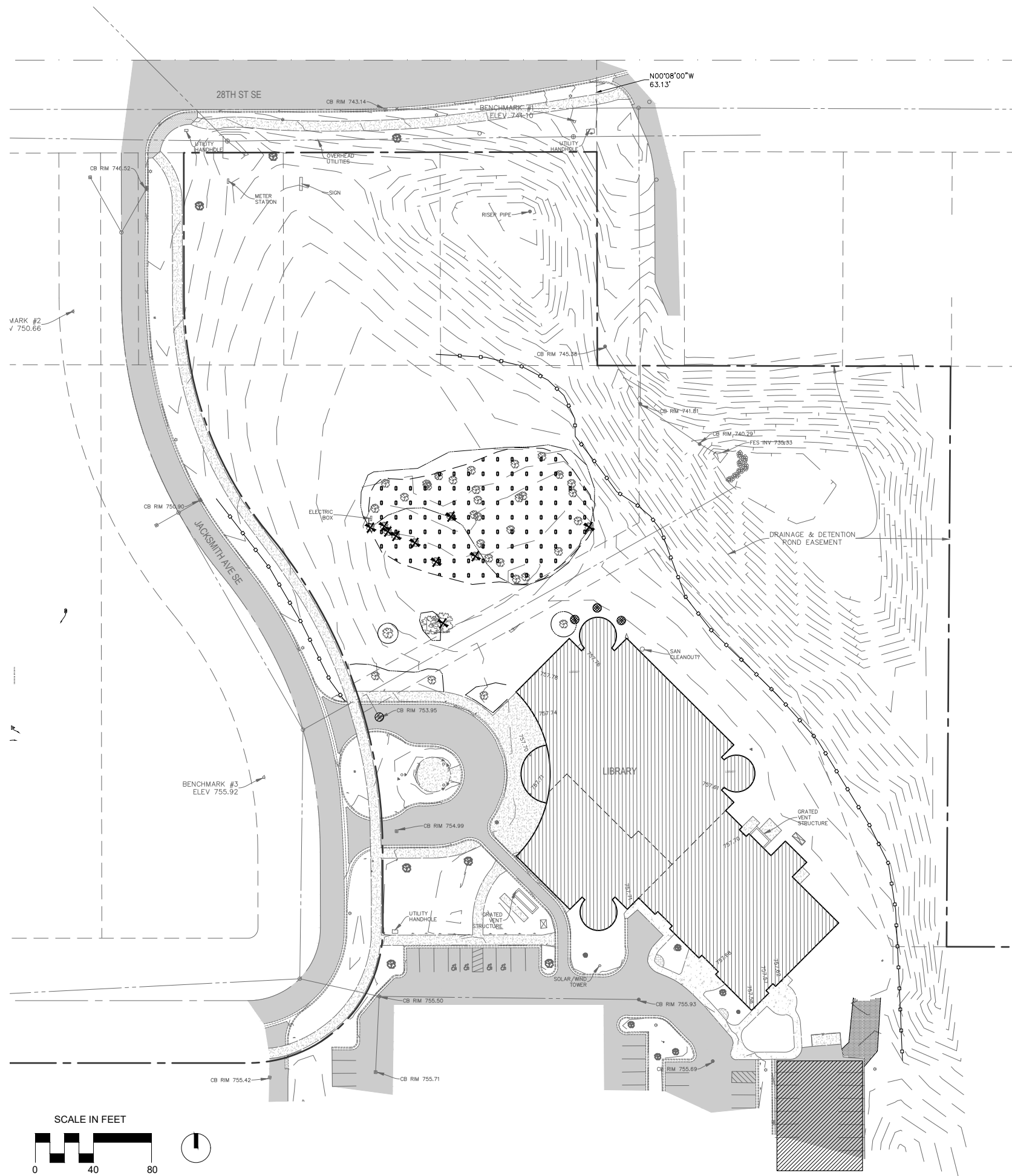
**5** **TREE PROTECTION FENCE.** PLACE TREE PROTECTION FENCE AT THE DRIP LINE OF TREES OR AS FAR FROM THE TRUNK AS POSSIBLE TO ACCOMMODATE WORK ACTIVITIES. TREE PROTECTION FENCING MAY BE REMOVED TO PROVIDE ACCESS FOR SELECT CONSTRUCTION ACTIVITIES, AND MUST BE IMMEDIATELY REPLACED WHEN SELECT ACTIVITIES ARE COMPLETE TO PROTECT TREE ROOTS FROM COMPACTION. SEE DETAIL 3 ON SHEET C6.
- 

**6** **LARGE TREE REMOVAL.** THESE LOCATIONS INDICATE WHERE LARGE TREES WILL BE REMOVED. THESE TREES WILL BE MARKED IN THE FIELD AND CONFIRMED WITH THE CONTRACTOR PRIOR TO REMOVAL.
- 

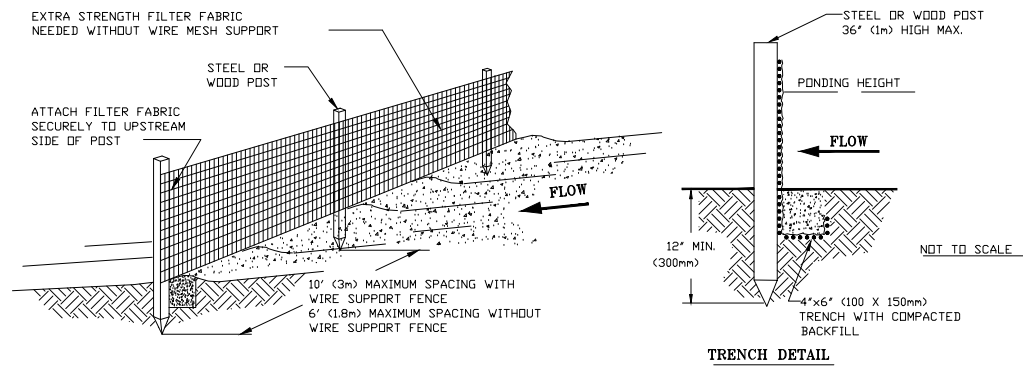
**7** **STORM DRAIN PROTECTION.** PROTECT STORM DRAIN FROM SEDIMENTATION WITH A CATCH BASIN FILTER. SEE DETAIL 2 ON SHEET C6
- 

**8** **ACCENT LIGHTING REMOVAL.** REMOVE ACCENT LIGHTING ADJACENT TO BUILDING. SAFELY PROTECT AND MARK WIRING AND REUSE IF POSSIBLE IN CONJUNCTION WITH NEW LANDSCAPE LIGHTING.

**SESC, STAGING, AND DEMO NOTES:**  
 1) REFER TO NOTES ON SHEET G2.

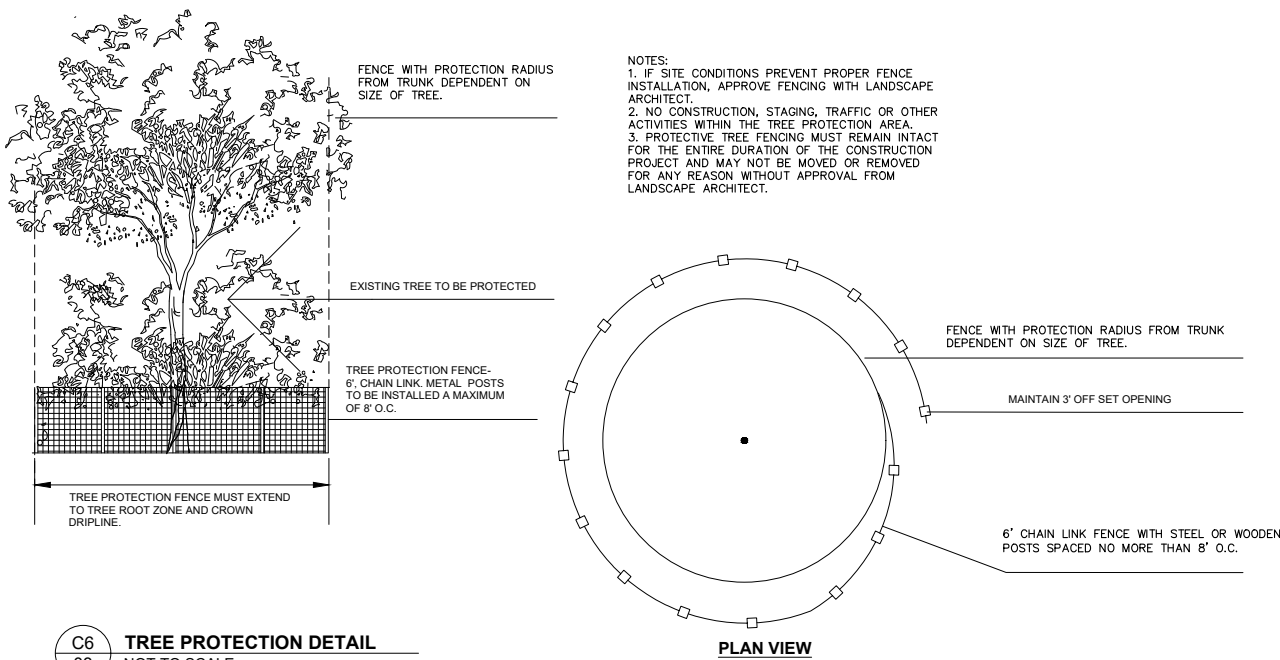


**LANDSCAPE AREA IMPROVEMENTS**  
**KENT DISTRICT LIBRARY -**  
**CASCADE TOWNSHIP BRANCH**



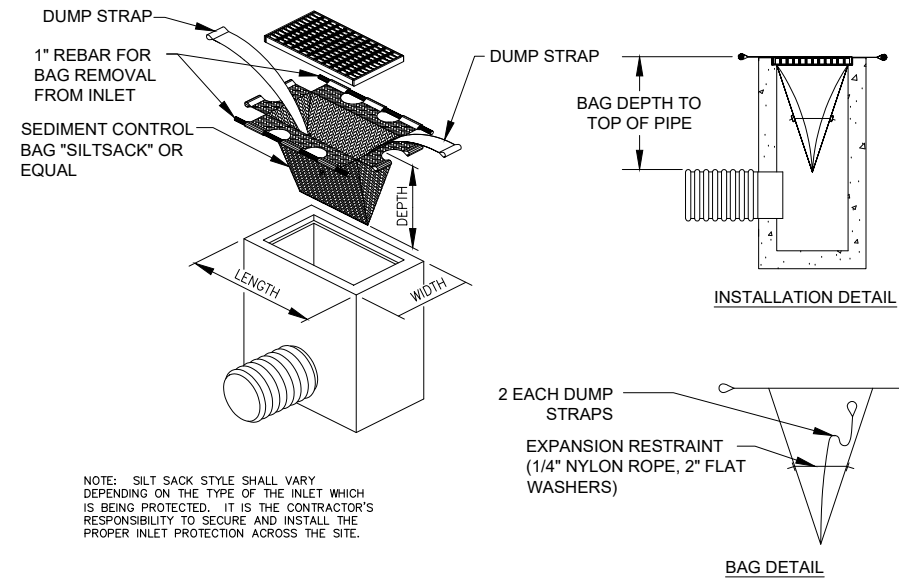
NOTES:  
 1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.  
 2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" (225mm) MAXIMUM RECOMMENDED STORAGE HEIGHT.  
 3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

**C6**  
**01** SILT FENCE DETAIL  
 NOT TO SCALE



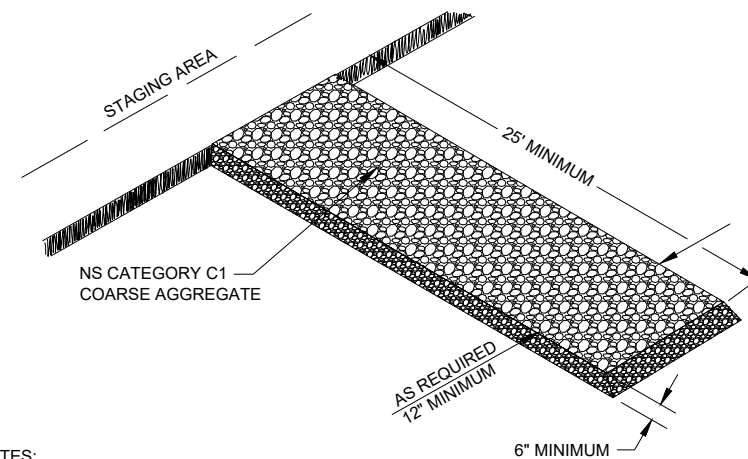
NOTES:  
 1. IF SITE CONDITIONS PREVENT PROPER FENCE INSTALLATION, APPROVE FENCING WITH LANDSCAPE ARCHITECT.  
 2. NO CONSTRUCTION, STAGING, TRAFFIC OR OTHER ACTIVITIES WITHIN THE TREE PROTECTION AREA.  
 3. PROTECTIVE TREE FENCING MUST REMAIN INTACT FOR THE ENTIRE DURATION OF THE CONSTRUCTION PROJECT AND MAY NOT BE MOVED OR REMOVED FOR ANY REASON WITHOUT APPROVAL FROM LANDSCAPE ARCHITECT.

**C6**  
**03** TREE PROTECTION DETAIL  
 NOT TO SCALE



NOTE: SILT SACK STYLE SHALL VARY DEPENDING ON THE TYPE OF THE INLET WHICH IS BEING PROTECTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE AND INSTALL THE PROPER INLET PROTECTION ACROSS THE SITE.

**C6**  
**02** SILT SACK DETAIL  
 NOT TO SCALE



NOTES:  
 1. TO COMPLY WITH MDOT STANDARDS.

**C4**  
**04** GRAVEL CONSTRUCTION ENTRANCE  
 NOT TO SCALE

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**SEAL**

**DATE:** 9/6/23

**PROJECT No.:** NE22701.01

**ISSUE / REVISION:** 2

**SCALE:** 1"=12'

**SHEET TITLE**

SESC, STAGING, DEMO DETAILS

**SHEET**

**C6**

**SHEET No.** 8 OF 36

LANDSCAPE AREA IMPROVEMENTS  
 KENT DISTRICT LIBRARY -  
 CASCADE TOWNSHIP BRANCH

**PREPARED FOR:**

Kent District Library  
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**SEAL**

**DATE:** 9/7/23

**PROJECT No.:** NE22701.01

**ISSUE / REVISION:** 2

**SCALE:** 1"=40'

**SHEET TITLE**

SITE LAYOUT

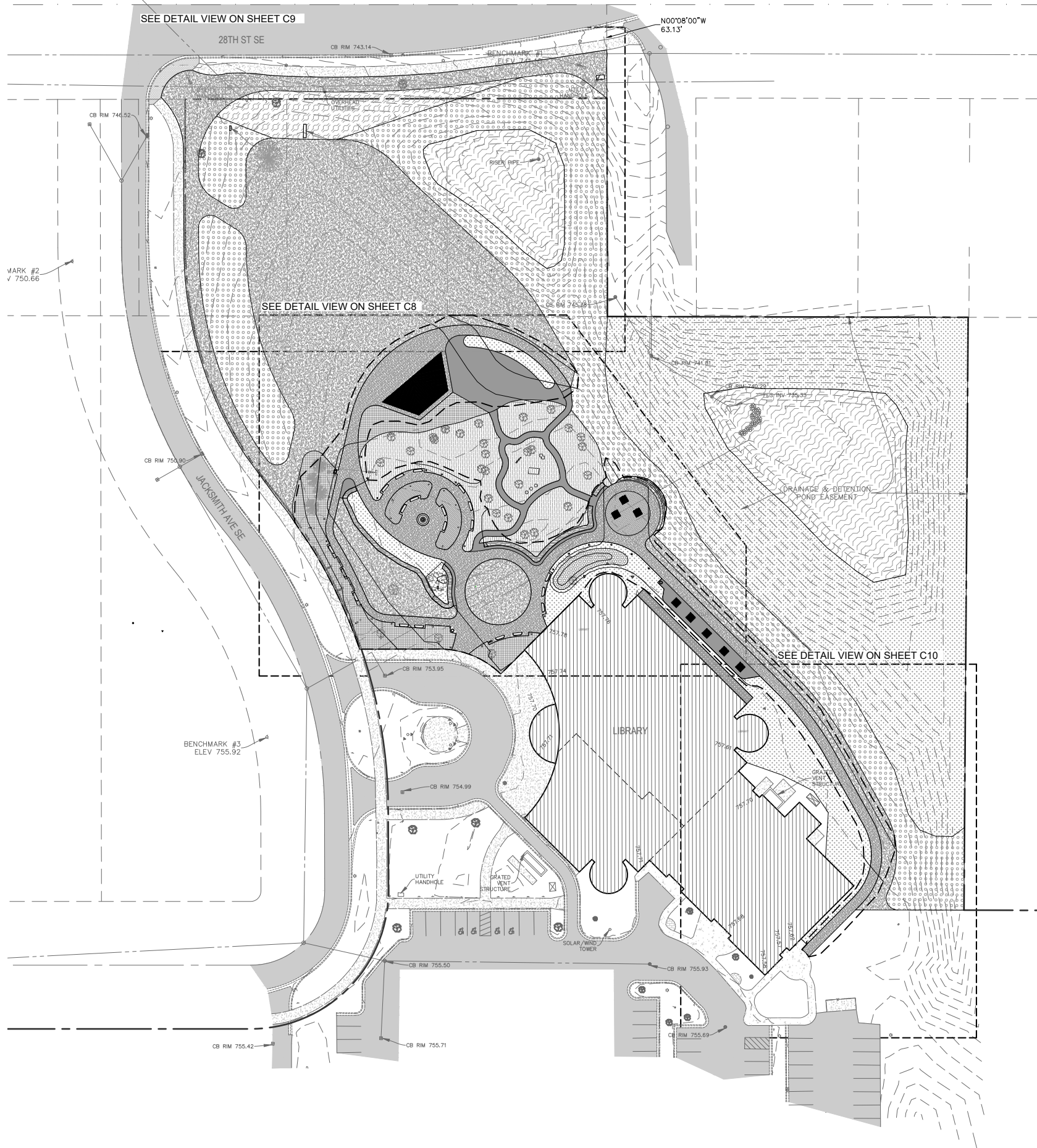
**SHEET**

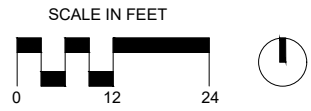
**C7**

**SHEET No.** 9 OF 36

**SITE LAYOUT NOTES**

1. See sheets C8-C10 for detailed site layout information.





**SITE LAYOUT NOTES**

1. Use dimensional information given, do not scale drawings.
2. The contractor shall verify dimension shown on the drawings and notify the landscape architect of any discrepancies prior to the start of construction.
3. Contractor to stake site and review with landscape architect prior to construction.
4. Minor modifications to site layout are acceptable with written or verbal approval by landscape architect.

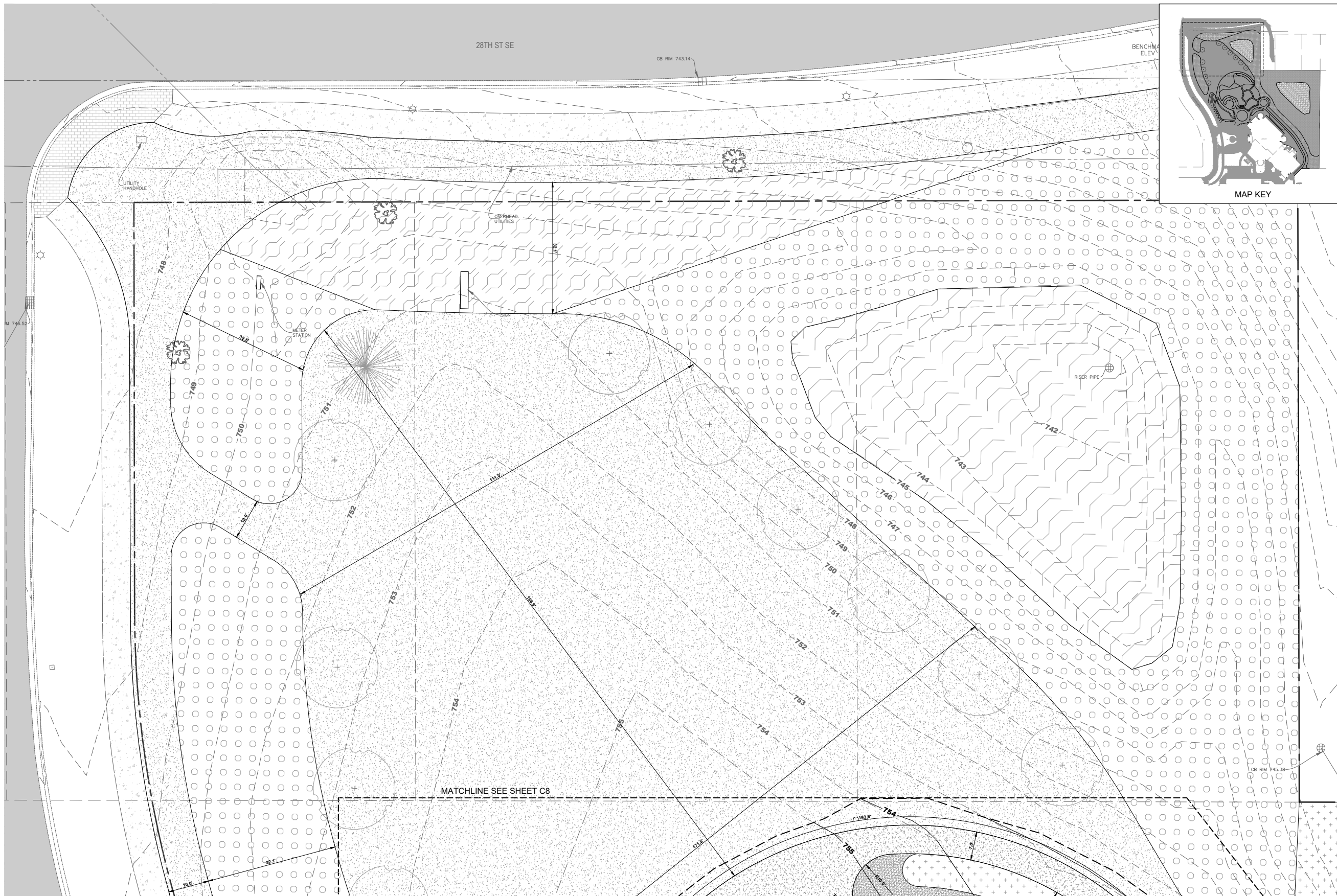
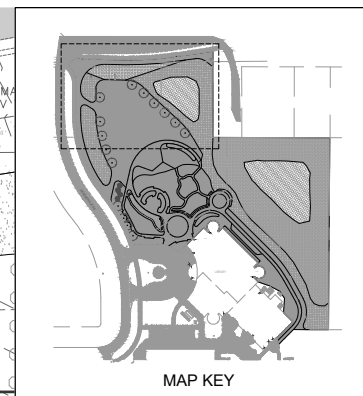
**LANDSCAPE AREA IMPROVEMENTS**  
**KENT DISTRICT LIBRARY -**  
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**ISSUE / REVISION:** 2  
**SCALE:** 1"=12'  
**SHEET TITLE**  
 SITE LAYOUT DET. VIEW 1  
**SHEET**  
C8  
**SHEET No.** 10 OF 36



**LANDSCAPE AREA IMPROVEMENTS**  
**KENT DISTRICT LIBRARY -**  
**CASCADE TOWNSHIP BRANCH**

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**DATE:** 9/7/23

**PROJECT No.:** NE22701.01

**ISSUE / REVISION:** 2

**SCALE:** 1"=12'

**SHEET TITLE**

SITE LAYOUT DET. VIEW 2

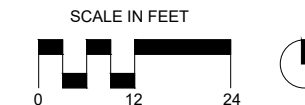
**SHEET**

**C9**

**SHEET No.** 11 OF 36

**SITE LAYOUT NOTES**

1. Use dimensional information given, do not scale drawings.
2. The contractor shall verify dimension shown on the drawings and notify the landscape architect of any discrepancies prior to the start of construction.
3. Contractor to stake site and review with landscape architect prior to construction.
4. Minor modifications to site layout are acceptable with written or verbal approval by landscape architect.





**SITE LAYOUT NOTES**

1. Use dimensional information given, do not scale drawings.
2. The contractor shall verify dimension shown on the drawings and notify the landscape architect of any discrepancies prior to the start of construction.
3. Contractor to stake site and review with landscape architect prior to construction.
4. Minor modifications to site layout are acceptable with written or verbal approval by landscape architect.

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**ISSUE / REVISION:** 2

**SCALE:** 1"=12'

**SHEET TITLE**

SITE LAYOUT DET. VIEW 3

**SHEET**  
C10

**SHEET No.** 12 OF 36

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Date: \_\_\_\_\_

(due on signing) Down Payment \$33,301.01

(due on  
mm/dd/yyyy) Final Payment \$67,611.13

Name: \_\_\_\_\_

---

Total **\$100,912.14**

Signature:

\* Sales tax, if applicable, is not represented on this proposal

**Terms and Conditions:**

Landscape Proposals:

- 50% down on acceptance; 50% upon completion.

Proposal good for 30 days.

\* Quoted Price: The provided price will be the amount on the final invoice.

\* Time and Materials Price: Is billed based on actual Labor and Materials, meaning the price shown is just an estimate.

\* Flat Rate Price: Price shown is just an estimate, you will be billed on a "per service" basis.



# CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE Grand Rapids, Michigan 49546-7140

**REQUEST FOR BOARD ACTION**  
**MEETING DATE: October 11, 2023**

**ITEM: Consider Resolution for Approval of Provider Agreement with Kent County for Water Main Extension**

**PRESENTER: Jade Smith, Township Manager**

**INDIVIDUAL PRESENT: None Anticipated**

**EXECUTIVE SUMMARY:** In March 2019, Cascade Township's Burger and Goodwood neighborhoods, located east of the I-96 36th Street exit and west of the Thornapple River, became an official Michigan PFAS Action Response Team (MPART) Area of Interest due to proximity to known potential PFAS sources. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) sampled 364 residential drinking water wells. More than 60% detected one or more PFAS compounds and 40 residential wells exceeded the allowable contamination limit. Consolidating residential wells onto the City of Grand Rapids' domestic water main, which partly serves the neighborhood now, was identified by the Township as the most effective long-term solution.

The proposed project will install water main lines in the public right-of-way and service lines to each home and abandon residential wells. An estimated 30,000 feet of water main will be installed and 481 homes will be connected in two phases (see attached map). Phase I, which has already started, will install approximately 12,000 feet of water main and connect 260 homes to the municipal water supply. Phase 2 will install about 18,000 feet of water main and connect 221 homes.

The water main extension to include excavation, installation and site restoration for waterlines and laterals and the abandonment of wells.

The City of Grand Rapids and the Airport have secured grants from the State of Michigan, which were meant to cover Phase I. However, costs came in 30% higher than the original estimate. The Phase II budget has been adjusted to the current environment. The parties continue to seek funding.

**STRATEGIC PLANS/GOALS: N/A**

**ACTION REQUESTED: Approve provider agreement with Kent County for water main extension.**

**BUDGET IMPLICATIONS: N/A**

**IMPLEMENTATION PLAN: Upon approval by the Board of Trustees, the agreement will be signed by the Township Supervisor and Township Clerk.**

**DIRECTOR'S RECOMMENDATION:** N/A

**MANAGER'S RECOMMENDATION:** Approval

**MODEL RESOLUTION:** I move to approve provider agreement with Kent County for water main extension to include excavation, installation and site restoration for waterlines and laterals and the abandonment of wells.

**ATTACHMENTS:**

1. Resolution
2. Provider Agreement

## **PROVIDER AGREEMENT FOR PROJECT FUNDING**

This Provider Agreement for Project Funding (the “Agreement”) is entered into as of September 15, 2023, by and between the County of Kent, Michigan, of 300 Monroe Ave NW, Grand Rapids, MI 49503 (the “County”) and Cascade Charter Township, a Michigan Charter Township, of 5920 Tahoe Dr., S.E., Grand Rapids, MI 49546-7123 (the “Provider”). The purpose of this Agreement is to provide funding to the Provider to enable the Provider to carry out activities described herein on behalf and for the benefit of the County, its residents and businesses.

WHEREAS, the County received funds from the U.S. Department of Treasury (“Treasury”) in the amount of \$127,605,807 pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) (the “ARPA”), which authorized the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to be used by the County for various purposes and to ensure that the County has the resources needed to: (1) fight the COVID-19 pandemic; (2) support families and businesses struggling with the pandemic’s public health and economic impacts, (3) maintain vital public services, even amid declines in revenue, and (4) build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and

WHEREAS, the County is authorized by ARPA to utilize all or a portion of its SLFRF funds under the “general revenue loss” eligible use category to “provide government services to the extent of revenue loss due to the pandemic;” and

WHEREAS, the County has allocated \$127,605,807 of its SLFRF funds as “general revenue loss” pursuant to and in accordance with ARPA; and

WHEREAS, pursuant to Michigan law, including the Michigan Gifts of Property Act, Public Act 380 of 1913, MCL 123.871 et seq., as amended, the County is authorized to use federal funds the County receives to make a grant or loan to a corporation or other business association as long as the grant or loan by the County is not prohibited by the terms of the federal grant and the grant or loan is used for local public improvements, to encourage and assist business in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes; and

WHEREAS, Provider previously requested \$3,000,000 of County Funds for a specific eligible use as more particularly described on **Exhibit A** to this Agreement (the “Project”); and

WHEREAS, by resolution of the County’s Board of Commissioners adopted on December 1, 2022 (Resolution No. 12-1-22-121) (the “Resolution”), the County determined that the Provider’s Project is an eligible use of County funds and awarded Provider funds in the amount of \$3,000,000 (the “Allocated Funds”) to allow Provider to undertake the Project, subject to the terms of the Resolution and the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy of which is hereby acknowledged, the County and the Provider agree as follows:

**1. Scope of Project; Revisions to Project; Operation and Maintenance of Project by Provider**

a. *Provider to Undertake Project.* In accordance with the Resolution, the County designates the Provider to undertake for the benefit of County residents, and the Provider hereby agrees to undertake the Project, subject to the requirements of this Agreement and limitations more particularly set forth on **Exhibits A and B** attached hereto and fully incorporated into this Agreement. In the event of a conflict between the terms and provisions set forth in the Provider's application to the County for funds and this Agreement, the terms of this Agreement shall govern.

b. *Revisions to Project.* The Provider may make revisions to the Project described on **Exhibit A** with approval by the County Administrator, where such revisions to the Project do not cause the use of the Allocated Funds for the revised Project to constitute an ineligible use of County funds under applicable federal or state law. In no event shall a revision to the Project entitle the Provider to an additional allocation of funds by the County. Revisions to the Project Scope that reduce the extent of the improvements to be made or properties or individuals to be served should be avoided unless necessary to keep the Project within the Provider's budget for the Project and/or the County's allocation to Provider set forth in this Agreement. The Provider agrees to complete the Project in accordance with the Project timeline included in the Project Scope, subject to the obligation and expenditure requirements set forth in this Agreement.

c. *Operation and Maintenance of Project.* Provider acknowledges and agrees that, once the Project is completed, Provider shall operate and maintain the Project in accordance with applicable law and regulations either by the Provider or pursuant to an agreement between the Provider and a third party. If the Project described herein is a capital infrastructure project, Provider agrees to provide either by the Provider or pursuant to an agreement between the Provider and a third party any necessary repair and replacement of and for the Project throughout the useful life of the Project in accordance with generally accepted engineering practices and any required asset management plan or capital improvement plan. All costs for operation, maintenance and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Provider. The Provider agrees to provide sufficient funds for the proper management, operation, maintenance, repair or replacement of the Project to ensure that the Project is sustainable over the useful life of the Project and the County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

**2. Term of Agreement**

The term of this Agreement is December 1, 2022 through December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Provider has completed all applicable administrative actions, reporting requirements (if any), and all Project work required by and set forth in this Agreement. Should Provider require additional time for auditing of or reporting for the Project in accordance with applicable law, this Agreement, and/or applicable accounting standards, this Agreement shall be

deemed automatically extended until such time as said audit and reporting shall be completed. Provisions regarding compliance, liability, recoupment, and indemnification shall survive termination.

### 3. **Payments**

a. *Payment Schedule.* Payments under this Agreement by the County to the Provider according to the payment provisions and schedule attached hereto as **Exhibit C**.

b. *Use of Funds.* The Provider shall not use any Allocated Funds received pursuant to this Agreement except for the purposes outlined in **Exhibit B**. The Provider shall not use any Allocated Funds received pursuant to this Agreement to pay for any administrative costs of the Project.

c. *Withholding or Cancellation of Funds.* Reserved

d. *Allowable costs.* Allowable costs shall mean those necessary and proper costs identified in the Provider's Project and approved by the County unless any or all such costs are disallowed by the State of Michigan or Treasury.

e. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Provider's bank account, according to a process established by Provider with the County. Provider shall, to the greatest extent possible, set up a separate bank account to receive and hold the Allocated Funds apart from all other funds.

f. *Recoupment.* Provider acknowledges and agrees that Provider's award and use of the Allocated Funds is subject to recoupment by the County for the Provider's failure to use the funds for the Project in strict accordance with this Agreement.

### 4. **Obligation and Expenditure Timing Requirements; Reporting Requirements; County Project Manager**

a. *Timing Requirements.* Provider may use the Allocated Funds to cover eligible costs incurred from December 1, 2022 to June 30, 2024, as long as the obligations are incurred by June 30, 2024 and are expended by December 31, 2026.

i. An "obligation" is defined as an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.

ii. A cost is "incurred" if the Provider has entered into an obligation with respect to such cost by June 30, 2024. If there are funds that are not obligated or expended within that time frame, those funds must be returned to the County.

iii. If Provider fails to incur a cost by June 30, 2024, the County, in its sole discretion, may terminate this Agreement and rescind the award of Allocated Funds to the Provider.

The County and Provider agree that the execution of this Agreement on the date first set forth above constitutes an obligation of the Allocated Funds by the County to the Provider (in the amount set forth in this Agreement) and further Provider agrees to fully expend the Allocated Funds no later than December 31, 2026.

b. *Reporting Requirements.* The Provider shall submit provide the County with a report every 6 months informing the County of the status of the Project.

c. *County Project Manager.* Reserved.

## 5. **Compliance with Federal, State and Local Laws**

In addition to the requirements set forth in **Exhibit B** to this Agreement, Provider acknowledges and agrees that use of Allocated Funds may be subject to various Federal, State and Local laws and regulations and Provider agrees to comply with all applicable Federal, State and Local laws and regulations with respect to its receipt and use of Allocated Funds pursuant to this Agreement. Provider acknowledges and agrees that this Agreement and other submittals required to be provided by Provider to the County may be subject to disclosure under the Michigan Freedom of Information Act.

## 6. **Return of Funds; Recoupment**

a. *Unspent Allocated Funds.* Provider must return any Allocated Funds not expended by December 31, 2026.

b. *Notice to Provider.* If the County determines that the use of the Allocated Funds by the Provider does not comply with this Agreement, the County shall provide the Provider with an initial written notice of the amount subject to recoupment along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from the County, the Provider may submit to the County either (1) a request for reconsideration of any amounts subject to recoupment, or (2) written consent to the notice of recoupment.

c. *Reconsideration of Recoupment.* To request reconsideration of any amounts subject to recoupment, a Provider must submit to the County, a written request that includes: (1) an explanation of why all or some of the amount should not be subject to recoupment; and (2) a discussion of supporting reasons, along with any additional information.. To the extent necessary, Provider shall submit such other documentation as requested or required by the County to enable the County to consider the demand for recoupment.

d. *Payments for Recoupment.* If the Provider's reconsideration request is denied, or if Provider has not submitted a reconsideration request, Provider shall repay the amount subject to recoupment within 90 calendar days of the County's request for recoupment. Provider shall be liable for and shall pay to the County all costs incurred by the County in obtaining payment from Provider of funds subject to recoupment.

**7. Indemnification**

Provider acknowledges and agrees that any expenditure of the Allocated Funds which are determined by the County to be ineligible shall be subject to recoupment. To the greatest extent permitted by law, the Provider agrees to indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against any and all liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of funds by the Provider, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of or the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Provider, its subcontractors, agents, successors or assigns.

**8. Certification in Accordance with Act 517**

By executing this Agreement, Provider certifies to the County in accordance with Act 517 of the Public Acts of Michigan of 2012 (“Act 517”), that as of the date hereof and the date of the Provider’s submittal to the County for funding, the Provider is not an “Iran linked business” as defined in Act 517.

**9. Use of County Name and Logo with Respect to Project; Media Releases – Reserved**

**10. Notices**

Any notices required to be given by the County or the Provider shall be in writing and delivered to the following addresses by hand, by U.S. mail, or by overnight commercial courier:

Kent County:

Provider:

County of Kent Attn: County Administrator 300 Monroe Ave NW Grand Rapids, MI 49503	Cascade Charter Township Attn: Township Manager 5920 Tahoe Dr., S.E., Grand Rapids, MI 49546-7123
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**11. Assignment**

The Provider shall not assign any portion of the Allocated Funds or responsibility for completion of the Project provided for by this Agreement to any other party.

**12. Reservation of Rights**

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach of this Agreement.

**13. Amendments**

This Agreement cannot be amended or modified except in writing, signed by both parties.

**14. Failure to Perform**

If Provider fails to comply with any terms or conditions of this Agreement or to provide in any manner, the activities or other performance as agreed to herein, the County reserves the right to: (1) temporarily withhold all or any part of payment pending correction of the deficiency; (2) suspend all or part of this Agreement; or (3) prohibit the Provider from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed. Further, any failure to perform as required pursuant to this Agreement may subject the Provider to recoupment as set forth under this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 15 below. The County may also consider performance under this Agreement when considering future awards.

**15. Termination**

a. *Termination for Cause.* If the Provider fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

i. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;

ii. The Provider has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or

iii. The Provider has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

Following notice to the Provider of the County's intent to terminate this Agreement for cause, and after a reasonable opportunity to cure of not more than 15 calendar days, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Provider of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Allocated Funds held by the Provider are subject to recoupment by the County in accordance with this Agreement. Any costs resulting from obligations incurred by the Provider after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

b. *Termination for Convenience.* The Agreement may be terminated for convenience, in whole or in part, as follows:

i. By the County with the consent of the Provider. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

ii. By the Provider upon submitting written notification to the County. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, the County may terminate the Agreement and recoup all granted Allocated Funds in their entirety if the County determines that the remaining portion will not accomplish the purpose for which the award was made.

c. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the funding source or is otherwise not available, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Provider or its representative.

#### 16. **Close Out**

a. Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

i. Reserved.

ii. The Provider shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;

iii. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State and Local law are met and all outstanding issues with the Provider have been resolved to the satisfaction of the County.

b. Any unused Allocated Funds in Provider's possession or control shall be immediately returned to the County.

#### 17. **Relationship of the Parties; No Joint Venture.**

The County and Provider are not partners, fiduciaries or joint venturers, and nothing in this Agreement creates or will create the relation of partners, fiduciaries or joint venturers between them. Without limiting the generality of the foregoing, the parties are each acting independently, are each obligated to separately account for their respective activities and they each expressly disclaim any fiduciary duty to the other. The County is only a funder of the Project; the parties agree that the County does not have any obligation, role or liability arising from the Project, including from the design, location, construction, for future use and maintenance of the Project.

**18. Venue and Choice of Law**

If either part to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Provider agree that the proper venue for such action is the Kent County Michigan Circuit Court. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Michigan, bot as to interpretation and performance.

**19. Severability**

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**20. Integrated Document**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**21. Authority to Sign**

The persons executing this Agreement on behalf of the Provider represent that one or both of them has the authority to execute this Agreement and to bind the Provider to its terms.



Administrator and the County Clerk, respectively, of the County of Kent, on behalf of the County of Kent.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

Reviewed and approved as to form:

\_\_\_\_\_, 2023  
County Director of Fiscal Services

\_\_\_\_\_, 2023  
County Corporate Counsel

**Exhibits to be attached to this Agreement:**

- Exhibit A** – Provider’s Project
- Exhibit B** – Eligible Use of Allocated Funds - General Revenue Loss
- Exhibit C** – Payment Provisions and Schedule
- Exhibit D** - Reporting Requirements

## EXHIBIT A

Installation of municipal water mains in area shown below in accordance with the following Project timeline.

In March 2019, Cascade Township's Burger and Goodwood neighborhoods, located east of the I-96 36th Street exit and west of the Thornapple River, became an official Michigan PFAS Action Response Team (MPART) Area of Interest due to proximity to known potential PFAS sources. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) sampled 364 residential drinking water wells. More than 60% detected one or more PFAS compounds and 40 residential wells exceeded the allowable contamination limit. Consolidating residential wells onto the City of Grand Rapids' domestic water main, which partly serves the neighborhood now, was identified by the Township as the most effective long-term solution.

The proposed project will install water main lines in the public right-of-way and service lines to each home and abandon residential wells. An estimated 30,000 feet of water main will be installed and 481 homes will be connected in two phases (see attached map). Phase I, which has already started, will install approximately 12,000 feet of water main and connect 260 homes to the municipal water supply. Phase 2 will install about 18,000 feet of water main and connect 221 homes.

The City of Grand Rapids and the Airport have secured grants from the State of Michigan, which were meant to cover Phase I. However, costs came in 30% higher than the original estimate. The Phase II budget has been adjusted to the current environment. The parties continue to seek funding.

### PHASE I

#### Design/Permitting

In April 2022, Prein & Newhof was selected to provide construction engineering/inspection services. Phase I design is complete and all permits are secured.

#### Bidding/Construction

Private Water Service Install – BRiK Plumbing LLC and McDonald Plumbing, Inc. were hired to install service lines and homeowners may choose which company they want to work with. To date, 70 of 95 properties that are adjacent to existing water main have connected to municipal water.

Water Main Install – Phase I has been awarded to Kamminga and Roodvoets for water main installation. Materials are in hand. No water main has yet been installed. Work is anticipated to begin in April 2023 when weight restrictions are lifted.

### PHASE II

#### Design/Permitting

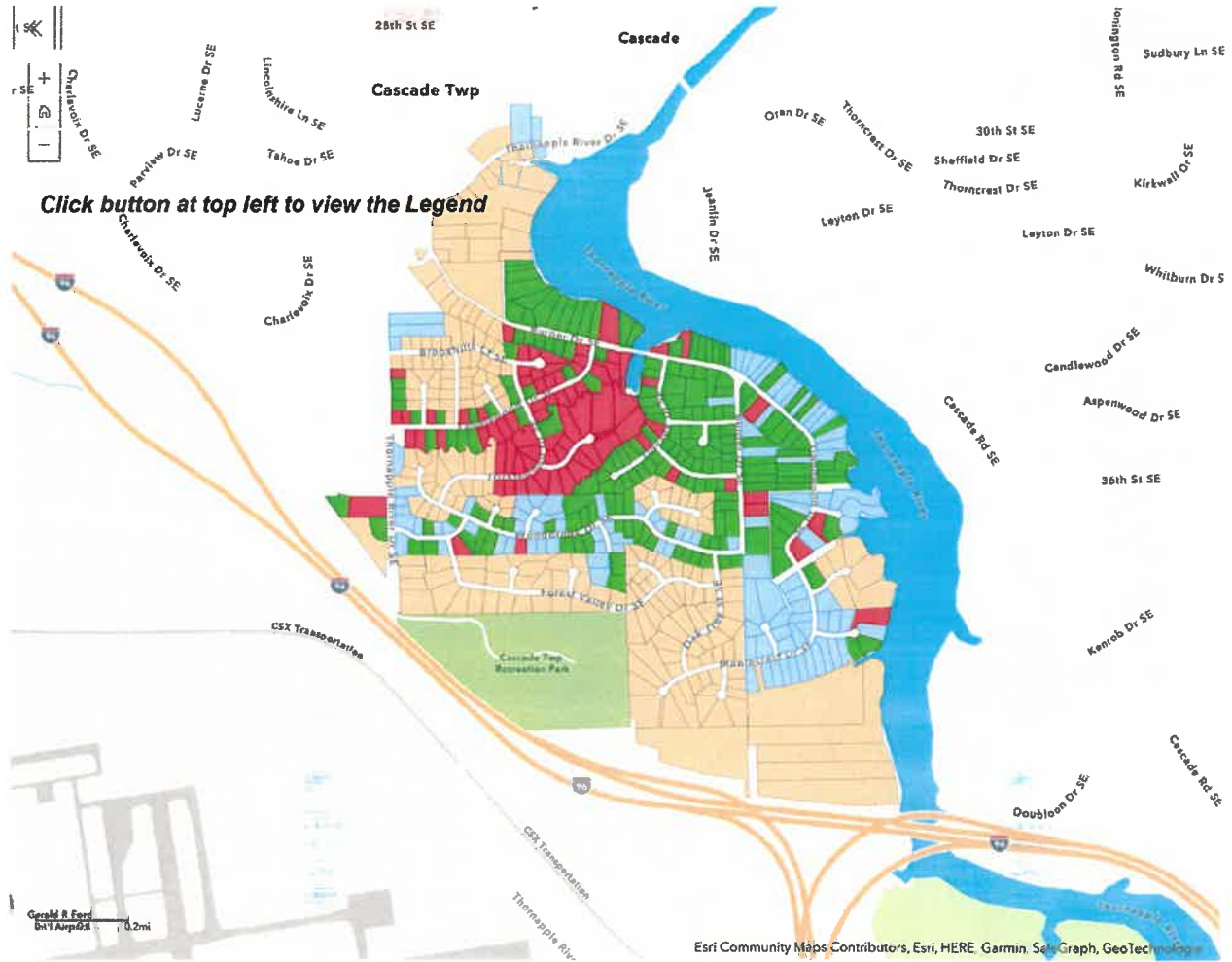
In April 2022, Prein & Newhof was selected to provide construction engineering/inspection services. Phase II design is at 90%. Permits to be secured include Kent County ROW and Soil Erosion permit by the contractor and EGLE permits.

**Bidding/Construction**

Private Water Service Install – Phase II will be bid separately.

Water Main Install – Phase II will be bid separately.

Map of Water Project being funded:



**EXHIBIT B**

Water Main Extension in Cascade Township Phase I and II: City of Grand Rapids/Cascade Township. Funds can only be used for excavation and installation and site restoration for waterlines and laterals and the abandonment of wells.

**EXHIBIT C**

**The County will forward the County Funds to the Provider upon execution of this Agreement**

**The Provider will provide Project status updates to the County at least every 6 calendar months until the Project is complete.**

STATE OF MICHIGAN  
BOARD OF TRUSTEES OF THE CASCADE CHARTER TOWNSHIP  
**RESOLUTION**

At a regular meeting of the Board of Trustees of The Charter Township of Cascade, Michigan, held at the offices of the township in Cascade, Michigan on the \_\_\_\_ day of October, 2023, at 7 p.m. local time.

PRESENT:

Trustees: \_\_\_\_\_

ABSENT:

Trustees: \_\_\_\_\_

It was moved by Trustee \_\_\_\_\_ and supported by Trustee \_\_\_\_\_ that the following resolution be adopted:

WHEREAS, the Charter Township of Cascade (“Township”) has authorized the construction and operation of a municipal water transport system in portions of the Township through a retail service contract with the City of Grand Rapids (“Water System”);

WHEREAS, the Water System is being extended by the City of Grand Rapids to approximately 400 homes in the Township due to the contamination of those residential wells by PFAS (“Water Extension Project”), which PFAS the State of Michigan has alleged came from the Gerald R. Ford International Airport (“Airport”) and more specifically the firefighting foam that it was compelled by the FAA to use in its operations;

WHEREAS, the projected costs of the Water Extension Project are being funded by state and federal grants with the exception of \$3 million;

WHEREAS, Kent County has allocated \$3 million for the Water Extension Project (“County Funds”);

WHEREAS, the Township and the Airport have entered into an agreement wherein the Airport has agreed to pay for any cost overruns in the Water Extension Project, provided that the County Funds and other state and federal grant funds are received;

WHEREAS, the Township finds that acceptance of this \$3 million grant of County Funds to be used on the Water Extension Project will be in the best interests of its residents and the Airport;

WHEREAS, the agreement attached hereto as Exhibit A facilitates the flow the \$3 million in County Funds to the Township and then to the City to finance the Water Extension Project and fulfill the Township’s obligations in the agreement with the Airport;

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Cascade approves the Provider Agreement attached as Exhibit A;

BE IT FURTHER RESOLVED, that the Supervisor, Township Manager and any other Township officers are authorized and directed to sign all documents and take all actions necessary to execute the Agreement attached as Exhibit A;

BE IT FURTHER RESOLVED, that if Kent County forwards the County Funds to the Township as described above and if the Airport fulfills its responsibilities in the Agreement with the Township to fund any cost overruns to the Water Extension Project, Cascade Charter Township covenants that it will not sue Kent County regarding the Water Extension Project or any costs incurred by the Township regarding the PFAS contamination that predated the implementation of the Water Extension Project and will defend and indemnify Kent County from any liability to any party that is injured by the Water Extension Project's construction.

BE IT FURTHER RESOLVED that this resolution replaces, modifies or supersedes any prior resolution on the same or similar subjects.

YEAS:

Trustees: \_\_\_\_\_  
\_\_\_\_\_

NAYS:

Trustees: \_\_\_\_\_  
\_\_\_\_\_

ABSTENTIONS:

Trustees: \_\_\_\_\_

RESOLUTION ADOPTED:

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Cascade Charter Township, County of Kent, Michigan, at a regular meeting held on September 13, 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.

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Grace Lesperance, Supervisor, The Charter  
Township of Cascade

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Susan Slater, Clerk of The Charter  
Township of Cascade