

Agenda for the

Allendale Charter Township Board Meeting

Monday, March 13, 2023, 6:00pm

Members Present:

Members Absent:

Guests Present:

Meeting Called to Order

- Invocation given by Kris Schuitema
- Pledge of Allegiance
- Approve Agenda
- Consent Agenda
 - Approval of the February 27th, 2023 Regular Board Meeting Minutes
 - Bills
 - Interim Bills
 - Community Foundation Grant Distribution Approval
- For information
 - February 20, 2023 Planning Commission Meeting: Cancelled- no minutes
 - February Fire Department Monthly Report
 - February Sheriff's Office Monthly Report
 - New Hire: Harley Freeman, Substitute Library Page and Circulation Assistant
- Public Hearings
- Public Comments
- Guest Speakers
- Action Items
 - Pearlline Estates Final Preliminary Plat Approval
 - Hidden Shores West Phase 4
 - Cemetery Land Lease Agreement
 - Invoice Cloud Credit Card Processing
 - WJ Presley Pkwy
- Discussion Items
 - Design Build Agreement for M-45 Sewer Line
 - Strategic Planning
- Public Comments
- Board Comments
- Future Agenda Items
- Adjournment

Our Wi-Fi connection may be used to access the Board Information Packet:

- Account: ACT_Guest
- Password: ACTguest
- File location: www.allendale-twp.org → Agendas and Minutes → Agendas: Township Board

**PROPOSED
PROCEEDINGS OF THE ALLENDALE
TOWNSHIP BOARD OF TRUSTEES
FEBRUARY SESSION 2nd DAY**

The Allendale Township Board of Trustees met at the Allendale Township Auditorium, located at 6676 Lake Michigan Drive, on Monday, February 27, 2023, at 6:00 p.m. and was called to order at 6:00 p.m. by Mr. Elenbaas.

Present at Roll Call: Ms. Schuitema; Ms. Hansen; Mr. Murillo; Mr. Zeinstra; Mr. Vander Wall; Ms. Kraker; and Mr. Elenbaas. (7)

Absent at Roll Call: None (0)

Staff and Guest Present: Bob Sullivan, Legal Counsel; Sergeant Cal Keuning, Ottawa County Sheriff's Department; Chad Doornbos, Public Utilities Superintendent; Tim VanBennekom, Finance Director; and Joe Pierce, Lakeshore Advantage.

Mr. Zeinstra pronounced the invocation.

Mr. Elenbaas led in the Pledge of Allegiance to the Flag of the United States of America.

BOT 23-030 Mr. Zeinstra moved to approve the agenda of today with the following amendment: to add "Joe Pierce, Lakeshore Advantage to Guest Speakers". The motion passed.

BOT 23-031 Ms. Kraker moved to approve the following Consent Resolutions:

1. To approve the Minutes of the February 13, 2023, Board of Trustees meeting as presented.
2. To approve the general claims in the amount of \$439,060.82 and interim payments of \$93,642.54, as presented by the summary report for February 28, 2023. The motion passed.

Items Received for Information

1. January Finance Report
2. Minutes of the February 6, 2023, Planning Commission Meeting
3. January Fire Department Report

4. 2022 Annual Fire Department Report

Public Hearings - None

Public Comments- None

BOT 23-032 Mr. Elenbaas moved to close public comment. The motion passed.

Guest Speakers

Joe Pierce, Lakeshore Advantage Grant Specialist, provided an overview of the Industry Trends Report. He compared local economy health to previous years and highlighted various projects that Lakeshore Advantage helped support.

Several board members had comments and questions.

Action Items- None

Discussion Items

Chad Doornbos, Public Utilities Superintendent presented two proposed job descriptions for Public Utilities Clerk and Accounting Clerk. He explained the increased workload and the need to transition the Public Utilities Clerk from part time to full time.

BOT 23-033 Mr. Vander Wall moved to amend the agenda and add “Public Utilities Clerk and Accounting Clerk Job Descriptions” to Action Items. The motion passed.

Action Items

BOT 23-034 Ms. Kraker moved to approve the Public Utilities Clerk and Accounting Clerk job descriptions as amended. The motion passed.

Discussion Items

Tim VanBennekomp provided an overview of the current Point and Pay credit card service and the proposed Invoice Cloud credit card/billing service. Mr. VanBennekomp highlighted the various service fees, increased capabilities, and benefits of Invoice Cloud services. He indicated that he would like to seek approval at a future board meeting for switching our credit card service provider to Invoice Cloud.

Public Comments -None

BOT 23-035 Mr. Elenbaas moved to close public comment. The motion passed.

Board Comments

Ms. Hansen informed the board that Blendon Township Clerk's office has agreed to host the May 2023 School Millage Election for Allendale's five voters in Hudsonville School Districts.

Mr. Elenbaas reminded board members to choose their top three strategic planning items and submit them to him by Thursday, March 2, 2023.

BOT 23-036 Mr. Zeinstra moved to adjourn the meeting at 7:05 p.m. The motion passed.

Jody L. Hansen, Clerk
Of the Township of Allendale

Adam Elenbaas, Supervisor
Of the Township of Allendale

UNJOURNALIZED

OPEN

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 000.000 REVENUE					
101-000.000-231.000	DEFERRED COMP PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - FEBRUARY	1,114.49	
101-000.000-231.010	401A PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - FEBRUARY	10,363.46	
101-000.000-231.030	Misc Ins - Aflac	AFLAC	MISCELLANEOUS INSURANCE - FEBRUARY	285.50	
101-000.000-284.208	5015 WARNER SAND MINING	FRESH COAST PLANNING LLC	PLANNING SERVICES - FEBRUARY	39.00	
101-000.000-284.228	ALDI	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - ALDI	557.00	
101-000.000-284.228	ALDI	FRESH COAST PLANNING LLC	PLANNING SERVICES - FEBRUARY	36.00	
101-000.000-284.229	MYSTIC WOODS-PHASE 4	FRESH COAST PLANNING LLC	PLANNING SERVICES - FEBRUARY	13.00	
101-000.000-284.232	TOMMY'S EXPRESS-QCW ENTERPRISES	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - TOMMY'S EXPRESS	957.40	
101-000.000-284.233	MARCUSSE OFFICE BLDG	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - MARCUSSE OFFICE BL	417.50	
101-000.000-284.235	PEARLINE ESTATES	FRESH COAST PLANNING LLC	PLANNING SERVICES - FEBRUARY	13.00	
101-000.000-284.236	BIGGBY (5195 LMD)	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - BIGGBY COFFEE	561.25	
101-000.000-284.237	RUSK LAKE MINING-SLU	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - RUSK LAKE MINING	660.00	
101-000.000-284.237	RUSK LAKE MINING-SLU	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - RUSK LAKE	155.16	
101-000.000-284.237	RUSK LAKE MINING-SLU	FRESH COAST PLANNING LLC	PLANNING SERVICES - FEBRUARY	384.00	
101-000.000-284.238	11500 56TH SEWER MAIN EXT	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - 11500 56TH AVENUE	82.50	
101-000.000-284.239	BAKALE SLU-MINING	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - BAKALE SLU MINING	1,403.19	
101-000.000-284.240	52ND AVE REZONE-SUCHOWIAN	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - 52ND AVENUE REZONE	165.00	
101-000.000-284.240	52ND AVE REZONE-SUCHOWIAN	FRESH COAST PLANNING LLC	PLANNING SERVICES - FEBRUARY	48.00	
101-000.000-284.241	HIDDEN SHORES WEST 4	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - HIDDEN SHORES WEST	1,078.11	
101-000.000-284.241	HIDDEN SHORES WEST 4	FRESH COAST PLANNING LLC	PLANNING SERVICES - FEBRUARY	221.00	
101-000.000-284.242	CENTENNIAL FARMS TOWNHOMES	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - CENTENNIAL FARMS T	123.75	
101-000.000-284.242	CENTENNIAL FARMS TOWNHOMES	FRESH COAST PLANNING LLC	PLANNING SERVICES - FEBRUARY	423.00	
101-000.000-659.000	LIBRARY FINES/MISC	LAURA RUTGERS	BOOK RETURN REFUND	28.00	
101-000.000-667.000	Hall Rental Income	SUSAN SCHIPPER	AUDITORIUM DEPOSIT REFUND	50.00	
Total For Dept 000.000 REVENUE				19,179.31	
Dept 101.000 Township Board					
101-101.000-900.000	PRINTING, PUBLISHING, & POSTAGE	MLIVE MEDIA GROUP	GR PRESS DISPLAY ADS - FEBRUARY	180.92	
Total For Dept 101.000 Township Board				180.92	
Dept 171.000 Supervisor					
101-171.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - FEBRUARY	48.67	
101-171.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	NEW LAPTOPS - ELENBAAS; WEAVER; CURRI	779.76	
Total For Dept 171.000 Supervisor				828.43	
Dept 209.000 EMPLOYEE INSURANCES					
101-209.000-717.000	LIFE INS	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	140.23	
101-209.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	407.47	
101-209.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	1,130.18	
101-209.000-720.000-VISION	EMPLOYERS HEALTH INSURANCE	VISION SERVICE PLAN	HEALTH INSURANCE - MARCH	335.69	
Total For Dept 209.000 EMPLOYEE INSURANCES				2,013.57	
Dept 215.000 CLERK					
101-215.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - FEBRUARY	97.34	
101-215.000-860.000	MILEAGE	ELIZABETH SZYMANSKI	MILEAGE REIMBURSEMENT	23.97	
Total For Dept 215.000 CLERK				121.31	
Dept 248.000 ADMINISTRATION					
101-248.000-732.000	SUPPLIES	BEN'S RUBBER STAMPS & LA	RETURN ADDRESS & ASSESSING STAMPS	29.00	
101-248.000-732.000	SUPPLIES	STAPLES	OFFICE COPY PAPER	80.97	
101-248.000-802.000	Contracted Services	APPLIED INNOVATION	COPY MACHINES (2) CONTRACT	1,119.53	
101-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	ADMIN CREDENTIALS FOR PRINTER SET-UP	283.50	
101-248.000-802.000-ITMONT	Contracted Services	SMARSH INC	FACEBOOK-PROFESSIONAL ARCHIVE CAPTURE	26.25	

03/09/2023 09:49 AM		INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP		Page: 2/7	
User: DENISE		EXP CHECK RUN DATES 03/01/2023 - 03/14/2023			
DB: ALLENDALE		UNJOURNALIZED			
		OPEN			
GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 248.000 ADMINISTRATION					
101-248.000-900.000	PRINTING, PUBLISHING, & POSTAGE	CREATIVE IMAGE DESIGNERS	ENVELOPES - NO WINDOW	225.00	
101-248.000-955.000	Miscellaneous	VERIZON WIRELESS	CELL PHONE CHARGES - FEBRUARY	5.83	
Total For Dept 248.000 ADMINISTRATION				1,770.08	
Dept 257.000 ASSESSOR					
101-257.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	RUBBER STAMP	10.99	
101-257.000-732.000	SUPPLIES	BEN'S RUBBER STAMPS & LA	RETURN ADDRESS & ASSESSING STAMPS	69.00	
101-257.000-900.000	PRINTING, PUBLISHING, & POSTAGE	KCI (KENT COMMUNICATIONS	ASSESSMENT NOTICES	4,178.39	
101-257.000-900.000	PRINTING, PUBLISHING, & POSTAGE	KCI (KENT COMMUNICATIONS	ASSESSMENT NOTICES	197.35	
Total For Dept 257.000 ASSESSOR				4,455.73	
Dept 265.000 BUILDING & GROUNDS					
101-265.000-732.000	SUPPLIES	MINER SUPPLY COMPANY INC	JANITORIAL SUPPLIES	351.96	
101-265.000-732.000	SUPPLIES	MINER SUPPLY COMPANY INC	JANITORIAL SUPPLIES	417.17	
101-265.000-802.000	Contracted Services	APPLIED INNOVATION	COPY MACHINES (2) CONTRACT	308.05	
101-265.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - FEBRUARY	48.67	
101-265.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - FEBRUARY	11.66	
101-265.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - FEBRUARY	986.29	
101-265.000-863.000	FUEL	WEX BANK-EXXON MOBIL	FUEL CHARGES	506.92	
101-265.000-926.000-ELECTR	UTILITIES	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	1,042.66	
101-265.000-926.000-TRASHX	UTILITIES	ARROWASTE INC	TRASH SERVICE	145.00	
101-265.000-930.000	Maintenance	ALLENDALE TRUE VALUE HDW	SUPPLIES - TOWNSHIP HALL	74.90	
101-265.000-930.000	Maintenance	FAMILY FARM & HOME INC	MAINTENANCE SUPPLIES	86.89	
Total For Dept 265.000 BUILDING & GROUNDS				3,980.17	
Dept 270.000 HUMAN RESOURCES					
101-270.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	NEW LAPTOPS - ELENBAAS; WEAVER; CURRI	656.39	
Total For Dept 270.000 HUMAN RESOURCES				656.39	
Dept 301.000 POLICE OFFICER					
101-301.000-802.000	Contracted Services	OTTAWA COUNTY FISCAL SER	SHERIFF DEPT SERVICES - FEBRUARY	4,000.18	
101-301.000-802.000	Contracted Services	OTTAWA COUNTY FISCAL SER	SHERIFF DEPT SERVICES - FEBRUARY	37,493.42	
Total For Dept 301.000 POLICE OFFICER				41,493.60	
Dept 336.000 FIRE DEPT					
101-336.000-721.000	PROFESSIONAL DEVELOPMENT	FRONTLINERS EDUCATION GR	MEDICAL TRAINING	2,850.00	
101-336.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	SUPPLIES	19.97	
101-336.000-732.000	SUPPLIES	AUTOZONE STORES LLC	SUPPLIES	7.90	
101-336.000-732.000	SUPPLIES	MINER SUPPLY COMPANY INC	JANITORIAL SUPPLIES	407.53	
101-336.000-802.000	Contracted Services	ALLENDALE FIRE FIGHTERS	PATCH SEWING	215.00	
101-336.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - FEBRUARY	58.44	
101-336.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	PATCH PORTS INTO SWITCH - FIRE STATIO	216.25	
101-336.000-863.000-FUEL12	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES	193.69	
101-336.000-863.000-FUEL12	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES	87.61	
101-336.000-863.000-FUEL14	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES	52.78	
101-336.000-863.000-FUEL16	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES	58.08	
101-336.000-863.000-FUEL17	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES	176.68	
101-336.000-863.000-FUEL17	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES	168.59	
101-336.000-863.000-FUEL18	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES	67.55	
101-336.000-863.000-FUEL19	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES	201.02	
101-336.000-926.000-ELECTR	UTILITIES	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	30.47	
101-336.000-935.000-MAINT1	Truck Maintenance	WEST SHORE FIRE INC	TRUCK MAINTENANCE	1,315.46	

03/09/2023 09:49 AM		INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP		Page: 3/7	
User: DENISE		EXP CHECK RUN DATES 03/01/2023 - 03/14/2023			
DB: ALLENDALE		UNJOURNALIZED			
		OPEN			
GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
<hr/>					
Fund 101 General Fund					
Dept 336.000 FIRE DEPT					
		Total For Dept 336.000 FIRE DEPT		6,127.02	
<hr/>					
Dept 445.000 DRAIN AT LARGE					
101-445.000-930.000	Maintenance	OTTAWA CNTY WATER RES CO	2022 DRAIN MAINTENANCE	45,715.34	
		Total For Dept 445.000 DRAIN AT LARGE		45,715.34	
<hr/>					
Dept 448.000 STREET LIGHTS					
101-448.000-920.000	Electricity	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	9,583.62	
101-448.000-920.002	Henry St/Town Center Electricit	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	82.43	
		Total For Dept 448.000 STREET LIGHTS		9,666.05	
<hr/>					
Dept 449.000 HIGHWAY-M45					
101-449.000-926.000-ELECTR	UTILITIES	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	1,819.05	
101-449.000-930.000-LIGHTS	Maintenance	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	134.72	
		Total For Dept 449.000 HIGHWAY-M45		1,953.77	
<hr/>					
Dept 567.000 CEMETERY					
101-567.000-926.000-ELECTR	UTILITIES	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	32.24	
		Total For Dept 567.000 CEMETERY		32.24	
<hr/>					
Dept 672.000 LIFELONG LEARNERS					
101-672.000-732.000	SUPPLIES	CREATIVE IMAGE DESIGNERS	BUSINESS CARDS - HANES	25.99	
		Total For Dept 672.000 LIFELONG LEARNERS		25.99	
<hr/>					
Dept 701.000 PLANNING & ZONING					
101-701.000-802.000	Contracted Services	FRESH COAST PLANNING LLC	PLANNING SERVICES - FEBRUARY	1,355.00	
101-701.000-900.000	PRINTING, PUBLISHING, & POSTAGE	MLIVE MEDIA GROUP	GR PRESS DISPLAY ADS - FEBRUARY	394.57	
		Total For Dept 701.000 PLANNING & ZONING		1,749.57	
<hr/>					
Dept 751.000 RECREATION AND PARKS					
101-751.000-926.000-ELECTR	UTILITIES	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	451.83	
		Total For Dept 751.000 RECREATION AND PARKS		451.83	
<hr/>					
Dept 790.000 LIBRARY					
101-790.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	HEALTH & SAFETY	8.49	
101-790.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	CLEANING SUPPLIES	16.67	
101-790.000-732.000	SUPPLIES	LAKELAND LIBRARY COOPERA	PROCESSING SUPPLIES	17.95	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH A/V	27.40	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH VIDEO GAMES	119.98	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	TV ON DVD	61.95	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	YOUTH A/V - CREDIT MEMO	(0.11)	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	ACTIVITY KIT	25.00	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOK ON CD	26.99	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOK ON CD	41.49	
101-790.000-732.000-AVMATE	SUPPLIES	MIDWEST TAPE LLC	DVDS	16.47	
101-790.000-732.000-AVMATE	SUPPLIES	MIDWEST TAPE LLC	DVDS	44.19	
101-790.000-732.000-AVMATE	SUPPLIES	MIDWEST TAPE LLC	DVDS	197.76	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	BOOK CLUB KIT	112.00	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT BOOK	18.26	
101-790.000-732.000-BOOKSX	SUPPLIES	BAKER & TAYLOR BOOKS LLC	BOOKS	190.92	
101-790.000-732.000-BOOKSX	SUPPLIES	BAKER & TAYLOR BOOKS LLC	BOOKS	354.35	
101-790.000-732.000-BOOKSX	SUPPLIES	BAKER & TAYLOR BOOKS LLC	BOOKS	354.66	
101-790.000-732.000-BOOKSX	SUPPLIES	CENTER POINT LARGE PRINT	BOOKS	190.56	
101-790.000-732.000-BOOKSX	SUPPLIES	WTCOX INFORMATION SERVIC	ANNUAL MAGAZINE SUBSCRIPTIONS	761.83	

03/09/2023 09:49 AM		INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP		Page: 4/7	
User: DENISE		EXP CHECK RUN DATES 03/01/2023 - 03/14/2023			
DB: ALLENDALE		UNJOURNALIZED			
		OPEN			
GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 790.000 LIBRARY					
101-790.000-732.000-CHILDB	SUPPLIES	BAKER & TAYLOR BOOKS LLC	CHILDREN'S BOOKS	84.11	
101-790.000-732.000-CHILDB	SUPPLIES	BAKER & TAYLOR BOOKS LLC	CHILDREN'S BOOKS	141.64	
101-790.000-732.000-CHILDB	SUPPLIES	BAKER & TAYLOR BOOKS LLC	CHILDREN'S BOOKS	249.31	
101-790.000-802.000	Contracted Services	REBECCA BENJAMIN	LIBRARY CLEANING SERVICES - FEBRUARY	800.00	
101-790.000-802.000-DIGITA	Contracted Services	MIDWEST TAPE LLC	DIGITAL COLLECTION - FEBRUARY	1,200.21	
101-790.000-802.000-HOTSPO	Contracted Services	T-MOBILE	WIRELESS WIFI HOTSPOTS - FEBRUARY	256.25	
101-790.000-802.000-TECHNO	Contracted Services	ACENTEK	TELEPHONE CHARGES - FEBRUARY	218.95	
101-790.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - FEBRUARY	47.46	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	COFFEE & CRAFTS	19.98	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	ADULT PROGRAMMING	32.34	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	159.62	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	SUMMER READING PROGRAM SUPPLIES	76.33	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	SUMMER READING SUPPLIES	120.84	
101-790.000-807.000-YOUTHHP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	4.99	
101-790.000-807.000-YOUTHHP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	14.96	
101-790.000-807.000-YOUTHHP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	86.95	
101-790.000-930.000	Maintenance	ALLENDALE TRUE VALUE HDW	SUPPLIES - TOWNSHIP HALL	28.23	
101-790.000-930.000	Maintenance	FAMILY FARM & HOME INC	MAINTENANCE SUPPLIES	39.95	
Total For Dept 790.000 LIBRARY				6,168.93	
Total For Fund 101 General Fund				146,570.25	
Fund 249 Building Department Fund					
Dept 000.000 REVENUE					
249-000.000-231.010	401A PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - FEBRUARY	128.80	
Total For Dept 000.000 REVENUE				128.80	
Dept 371.000 INSPECTION DEPARTMENT					
249-371.000-717.000	LIFE INS	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	3.09	
249-371.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	8.17	
249-371.000-802.000	Contracted Services	PROFESSIONAL CODE INSPEC	PERMIT INSPECTIONS - FEBRUARY	9,412.20	
Total For Dept 371.000 INSPECTION DEPARTMENT				9,423.46	
Total For Fund 249 Building Department Fund				9,552.26	
Fund 252 RENTAL ADMINISTRATION					
Dept 000.000 REVENUE					
252-000.000-231.000	DEFERRED COMP PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - FEBRUARY	87.50	
252-000.000-231.010	401A PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - FEBRUARY	445.59	
Total For Dept 000.000 REVENUE				533.09	
Dept 371.000 INSPECTION DEPARTMENT					
252-371.000-717.000	LIFE INS	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	6.18	
252-371.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	21.74	
252-371.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	109.94	
252-371.000-720.000-VISION	EMPLOYERS HEALTH INSURANCE	VISION SERVICE PLAN	HEALTH INSURANCE - MARCH	14.37	
Total For Dept 371.000 INSPECTION DEPARTMENT				152.23	
Total For Fund 252 RENTAL ADMINISTRATION				685.32	
Fund 403 FIRE STATION BUILDING FUND					
Dept 901.000 CONSTRUCTION					
403-901.000-971.000	CAPITAL OUTLAY	ACENTEK	TELEPHONE CHARGES - FEBRUARY	1,269.51	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 403 FIRE STATION BUILDING FUND					
Dept 901.000 CONSTRUCTION					
403-901.000-971.000	CAPITAL OUTLAY	ALLENDALE TRUE VALUE HDW	SUPPLIES - FIRE DEPT	555.07	
403-901.000-971.000	CAPITAL OUTLAY	AMAZON CAPITAL SERVICES	SHOWER STALLS SUPPLIES	179.88	
403-901.000-971.000	CAPITAL OUTLAY	FAMILY FARM & HOME INC	MAINTENANCE SUPPLIES	166.45	
403-901.000-971.000	CAPITAL OUTLAY	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	1,169.93	
403-901.000-971.000	CAPITAL OUTLAY	PARKWAY ELECTRIC & COMMU	ELECTRICAL WORK - FIRE STATION - PYMT	7,054.20	
403-901.000-971.000	CAPITAL OUTLAY	REHMANN TECHNOLOGY SOLUT	CABLES FOR I/T ROOM - FIRE STATION	125.99	
403-901.000-971.000	CAPITAL OUTLAY	SMART BUILDING SERVICES	DOOR CARD ACCESS SYSTEM - FIRE STATIO	11,640.00	
Total For Dept 901.000 CONSTRUCTION				22,161.03	
Total For Fund 403 FIRE STATION BUILDING FUND				22,161.03	
Fund 404 CAPITAL/ONE-TIME PROJECTS FUND					
Dept 265.000 BUILDING & GROUNDS					
404-265.000-971.000	CAPITAL OUTLAY	ALLENDALE TRUE VALUE HDW	SUPPLIES - TOWNSHIP HALL	324.65	
404-265.000-971.000	CAPITAL OUTLAY	AMAZON CAPITAL SERVICES	ELECTION OFFICE REMODEL SUPPLIES	11.39	
404-265.000-971.000	CAPITAL OUTLAY	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	991.81	
Total For Dept 265.000 BUILDING & GROUNDS				1,327.85	
Total For Fund 404 CAPITAL/ONE-TIME PROJECTS FUND				1,327.85	
Fund 592 Water & Sewer					
Dept 000.000 REVENUE					
592-000.000-231.000	DEFERRED COMP PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - FEBRUARY	1,114.98	
592-000.000-231.010	401A PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - FEBRUARY	5,758.13	
592-000.000-231.030	Misc Ins - Aflac	AFLAC	MISCELLANEOUS INSURANCE - FEBRUARY	117.28	
592-000.000-266.000	COURT ORDER PAYABLE	ILLINOIS STATE DISBURSEM	CHILD SUPPORT DISBURSEMENT	230.77	
592-000.000-266.000	COURT ORDER PAYABLE	ILLINOIS STATE DISBURSEM	CHILD SUPPORT DISBURSEMENT	230.77	
592-000.000-284.209	DEWPOINTE WEST 4	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - DEWPOINTE WEST - P	40,828.63	
592-000.000-284.222	CENTENNIAL FARM-SITE CONDO	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - CENTENNIAL FARMS	330.00	
592-000.000-284.223	SPRINGFIELD NORTH-BILTMORE-CHUR	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - SPRINGFIELD NORTH	866.25	
Total For Dept 000.000 REVENUE				49,476.81	
Dept 248.000 ADMINISTRATION					
592-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	ADMIN CREDENTIALS FOR PRINTER SET-UP	189.00	
592-248.000-900.000	PRINTING, PUBLISHING, & POSTAGE	MLIVE MEDIA GROUP	GR PRESS DISPLAY ADS - FEBRUARY	1,259.85	
Total For Dept 248.000 ADMINISTRATION				1,448.85	
Dept 536.000 WATER					
592-536.000-646.000	Utility Charges	KELLEY, RYAN-TABITHA	UB refund for account: WIDU-011275-00	57.91	
592-536.000-717.000	LIFE INS	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	35.14	
592-536.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	127.07	
592-536.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	417.78	
592-536.000-720.000-VISION	EMPLOYERS HEALTH INSURANCE	VISION SERVICE PLAN	HEALTH INSURANCE - MARCH	106.64	
592-536.000-732.000-GENSUP	SUPPLIES	ALLENDALE TRUE VALUE HDW	SUPPLIES - WATER DEPT	44.03	
592-536.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	MAP STORAGE RACK	17.50	
592-536.000-732.000-GENSUP	SUPPLIES	ETNA SUPPLY COMPANY	REPLACEMENT COPPER ROLL	494.40	
592-536.000-732.000-GENSUP	SUPPLIES	FAMILY FARM & HOME INC	CUSTODIAL SUPPLY	5.99	
592-536.000-802.000-MULTIP	Contracted Services	AMBS CALL CENTER	EMERGENCY CALL NUMBER	60.00	
592-536.000-802.000-MULTIP	Contracted Services	H2O COMPLIANCE SERVICES	CROSS CONNECTION CONTROL MGMT - FEBRU	877.50	
592-536.000-802.000-MULTIP	Contracted Services	SECURALARM LLC	VIDEO CLOUD SERVICE	52.50	
592-536.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - FEBRUARY	39.95	
592-536.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - FEBRUARY	254.48	
592-536.000-803.000	Professional Services	FLEIS & VANDENBRINK ENG'	SITE PLAN REVIEW - M&S STORAGE	288.75	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 Water & Sewer					
Dept 536.000 WATER					
592-536.000-803.000	Professional Services	PREIN & NEWHOF PC INC	LAB ANALYSIS	350.00	
592-536.000-863.000	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES	465.25	
592-536.000-926.000-ELECTR	UTILITIES	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	3,285.80	
592-536.000-930.000	MAINTENANCE	LEE'S TRENCHING SERVICE	LONG SIDE SERVICE REPAIR - VALLEY VIE	4,408.50	
592-536.000-935.000	Truck Maintenance	TOLMAN'S AUTO TECH GROUP	WHEEL BEARING	439.35	
592-536.000-935.000	Truck Maintenance	TOLMAN'S AUTO TECH GROUP	OIL CHANGE	34.38	
592-536.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	NEW LAPTOPS - ELENBAAS; WEAVER; CURRI	218.80	
592-536.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	NEW LAPTOPS - ELENBAAS; WEAVER; CURRI	690.00	
Total For Dept 536.000 WATER				12,771.72	
Dept 537.000 SEWER					
592-537.000-717.000	LIFE INS	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	35.14	
592-537.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	127.07	
592-537.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	MUTUAL OF OMAHA INSURANC	INSURANCES - MARCH	417.78	
592-537.000-720.000-VISION	EMPLOYERS HEALTH INSURANCE	VISION SERVICE PLAN	HEALTH INSURANCE - MARCH	106.64	
592-537.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	MWEA	SPRING EXAM PREP CLASSES - BRUMMEL	289.00	
592-537.000-732.000-CHEMIC	SUPPLIES	WEBB CHEMICAL SERVICE CO	FERRIC / CHEMICALS	6,003.45	
592-537.000-732.000-CHEMIC	SUPPLIES	WEBB CHEMICAL SERVICE CO	FERRIC - PARTIAL LOAD	1,289.40	
592-537.000-732.000-GENSUP	SUPPLIES	ALLENDALE TRUE VALUE HDW	SUPPLIES - WASTE DEPT	90.36	
592-537.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	MAP STORAGE RACK	17.49	
592-537.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	HOODIE - VEREEKE	64.99	
592-537.000-732.000-LABSUP	SUPPLIES	FLIER'S QUALITY WATER SY	R O MAINTENANCE	362.32	
592-537.000-732.000-LABSUP	SUPPLIES	HACH COMPANY	LAB CONSUMABLES	1,203.52	
592-537.000-732.000-LABSUP	SUPPLIES	HACH COMPANY	CONSUMABLES	2,907.68	
592-537.000-732.000-LABSUP	SUPPLIES	NORTH CENTRAL LABORATORI	CONSUMABLES & SUPPLIES	782.77	
592-537.000-802.000-MULTIP	Contracted Services	AMBS CALL CENTER	EMERGENCY CALL NUMBER	60.00	
592-537.000-802.000-MULTIP	Contracted Services	SECURALARM LLC	VIDEO CLOUD SERVICE	52.50	
592-537.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - FEBRUARY	400.04	
592-537.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - FEBRUARY	254.47	
592-537.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - FEBRUARY	30.01	
592-537.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	MACHINE TO MACHINE ACTIVITY - FEBRUAR	292.50	
592-537.000-803.000	Professional Services	AGILE SAFETY LLC	FIT TESTING - BROW; NESTLE; SCHOLTEN	410.00	
592-537.000-803.000	Professional Services	PREIN & NEWHOF PC INC	LAB ANALYSIS	60.00	
592-537.000-803.000	Professional Services	TRACE ANALYTICAL LABORAT	TKN & AMMONIA TESTING	265.22	
592-537.000-863.000	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES	465.25	
592-537.000-926.000-ELECTR	UTILITIES	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	1,207.29	
592-537.000-926.000-TRASHX	UTILITIES	ARROWASTE INC	TRASH SERVICE	160.00	
592-537.000-930.000-GENMAI	MAINTENANCE	AMAZON CAPITAL SERVICES	FLAGPOLE REPAIR KIT	24.95	
592-537.000-930.000-WRRFMA	MAINTENANCE	JWC ENVIRONMENTAL INC	AUGER BRUSH KIT	1,088.96	
592-537.000-935.000	Truck Maintenance	TOLMAN'S AUTO TECH GROUP	WHEEL BEARING	439.34	
592-537.000-935.000	Truck Maintenance	TOLMAN'S AUTO TECH GROUP	OIL CHANGE	34.38	
592-537.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	NEW LAPTOPS - ELENBAAS; WEAVER; CURRI	689.99	
592-537.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	NEW LAPTOPS - ELENBAAS; WEAVER; CURRI	218.79	
592-537.000-971.030	WWTP EXPANSION PHASE 2	MOORE & BRUGGINK INC	WWTP DESIGN - PHASE 2 ENGINEERING	57,206.87	
Total For Dept 537.000 SEWER				77,058.17	
Total For Fund 592 Water & Sewer				140,755.55	

03/09/2023 09:49 AM
User: DENISE
DB: ALLENDALE

INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP
EXP CHECK RUN DATES 03/01/2023 - 03/14/2023
UNJOURNALIZED
OPEN

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 General Fund	146,570.25	
			Fund 249 Building Depa	9,552.26	
			Fund 252 RENTAL ADMINI	685.32	
			Fund 403 FIRE STATION	22,161.03	
			Fund 404 CAPITAL/ONE-T	1,327.85	
			Fund 592 Water & Sewer	140,755.55	
			Total For All Funds:	321,052.26	

INTERIM PAYMENTS
Board Meeting: 03/13/23

DATE	CHECK #	AMOUNT	VENDOR	DESCRIPTION
2/23/2023	103170	\$ 30.00	OTTAWA CTY REGISTER OF DEEDS	Record Easement
2/24/2023	EFT	\$ 1,547.27	PRIORITY HEALTH	HRA Payment
3/2/2023	103251	\$ 3,321.69	DTE ENERGY	Heating Fuel Usage - February
3/2/2023	EFT	\$ 69,829.02	EMPLOYEES	Bi-Weekly Payroll
3/2/2023	EFT	\$ 20,518.08	FEDERAL GOV'T	Payroll IRS Tax Payment
3/3/2023	EFT	\$ 451.48	PRIORITY HEALTH	HRA Payment
3/3/2023	EFT	\$ 14,805.04	POC FIRE FIGHTERS	POC Fire Fighter Payroll
3/3/2023	EFT	\$ 3,332.08	FEDERAL GOV'T	Payroll IRS Tax Payment
3/7/2023	103253	\$ 29,000.00	WRIGHT/TALLMADGE FIRE DEPARTMENT	Brush Truck Replacement
3/10/2023	EFT	\$ 1,066.35	PRIORITY HEALTH	HRA Payment

\$ 143,901.01 TOTAL

RECOMMENDATION FOR GRANT DISTRIBUTION FROM ORGANIZATION FUNDS



Grand Haven Area
community foundation

Date: 3-7-2023

Holly Cole, Vice President of Grants & Program
Grand Haven Area Community Foundation
One South Harbor Drive
Grand Haven, MI 49417

Dear Holly:

Please let this letter serve as our recommendation for a grant in the amount of \$ 259⁰⁰ from our Fund(s):

Veteran's Memorial Fund

The grant will be used to support Veteran's Day Activities. This project is in accordance with our Fund Agreement with the Grand Haven Area Community Foundation. Attached is a copy of the Minutes approving this action from the meeting of the Board of Directors held on _____.

FASB account \$ _____

Non- FASB account \$ _____

Sincerely,

Board President

Treasurer

Our Organization's contact information is as follows:

Organization Name: Allendale Charter Township

Address: 6676 Lake Michigan Drive

City: Allendale

State: MI Zip Code: 49401

Preferred Contact's Name: Jody Hansen

Contact's Email: clerk@allendale-twp.org



Check here to confirm that a copy of the Minutes approving this request is enclosed.

<u>ALARM TYPE</u>	<u>MONTH</u> February	<u>MAY</u> 2023	<u>YEAR TO DATE</u> 2022	<u>CHANGE</u> 2023
MEDICAL EMERGENCIES	68	125	117	8
Canceled Enroute	5	8	10	-2
Squad 172 Responses	26	44	60	-16
Asst. Amb.	12	19	27	-8
Lift Assist	2	2	2	EVEN
VEHICLE ACCIDENTS WITH INJURIES	8	9	7	2
Cancelled Enroute	0	0	0	EVEN
PROPERTY DAMAGE ACCIDENTS	2	3	4	-1
Canceled Enroute	1	2	0	2
SMOKE/ODOR INVESTIGATION	2	3	2	-1
Canceled Enroute	0	0	0	EVEN
MEDICAL ALARM	0	3	1	2
Canceled Enroute	0	0	0	EVEN
FIRE ALARM	7	8	19	-11
Canceled Enroute	0	5	1	4
SERVICE CALL / LOCK-IN/OUT	2	3	1	2
MUTUAL AID/AUTOMATIC AID:				
AUTOMATIC AID GIVEN:	0	1	1	EVEN
MUTUAL AID GIVEN:	2	6	3	3
AUTOMATIC AID RECEIVED	1	3	3	EVEN
MUTUAL AID RECEIVED	2	2	1	1
BUILDING FIRES	0	1	1	EVEN
GRASS, BRUSH, WOODS	0	0	0	EVEN
TRASH, REFUSE, DUMPSTER	0	0	1	-1
VEHICLE FIRES	0	0	1	-1
CO ALARM	2	5	1	4
GAS LEAK / WIRE DOWN	2	3	3	EVEN
NO DISPATCH	3	6	5	-1
UNAUTHORIZED BURN	1	1	1	EVEN
TOTALS	119	213	208	
	<u>Month</u>	<u>2023 to Date</u>	<u>2022 To Date</u>	<u>23/22 Change</u>
Property Loss: (\$)	\$0.00	\$3,000.00	\$6,000.00	-\$3,000.00
Property Saved (\$)	\$0	\$249,356	\$420,600	\$171,244.00
Man Hours on Alarms	483.25	882	807.00	75
Training Man Hours	130.75	209.25	200.25	9
Fire School / PPS / Meeting / EQ Checks / Fire Prev / Other	205.50	811.80	295.25	516.55
Burning Permits Issued	33	80	84	-4
Grand Valley Alarms	9	20	19	1
Off-Campus Student Housing	16	26	30	-4
Stonebridge Senior Housing	10	14	2	12
Green Acres	1	2	9	-7
Atrium of Allendale	10	17	18	-1

AFD - Training and Activities

Report Filters

Activity/Training Start Date Time: is between '2/1/2023' and '2/28/2023'

Activity/Training Start Date Time	Activity/Training End Date Time	Activity/Training Start Day Name	Activity/Training Event Name	Activity/Training Attendee Count
Activity/Training Event Type: Activity				
02/03/2023 18:00:00	02/03/2023 21:00:00	Friday	EQUIPMENT CHECKS #6	5
02/04/2023 07:30:00	02/04/2023 15:30:00	Saturday	NEW STATION DETAIL	8
02/08/2023 10:30:00	02/08/2023 14:30:00	Wednesday	PART TIME SHIFT	4
02/07/2023 09:00:00	02/07/2023 13:00:00	Tuesday	NEW STATION DETAIL	1
02/08/2023 17:30:00	02/08/2023 20:30:00	Wednesday	EV VEHICLE TRAINING	5
02/09/2023 18:30:00	02/09/2023 21:30:00	Thursday	HAZMAT MONTHLY	2
02/06/2023 09:00:00	02/10/2023 15:45:00	Monday	NEW STATION DETAIL	3
02/07/2023 09:00:00	02/07/2023 17:30:00	Tuesday	NEW STATION DETAIL	3
02/10/2023 10:30:00	02/10/2023 11:30:00	Friday	PUBLIC SERVICE	2
02/10/2023 13:00:00	02/10/2023 15:00:00	Friday	NEW STATION TRAINING	2
02/13/2023 09:00:00	02/13/2023 15:00:00	Monday	NEW STATION DETAIL	2
02/13/2023 09:00:00	02/13/2023 12:00:00	Monday	NEW STATION DETAIL	1
02/15/2023 09:00:00	02/15/2023 12:30:00	Wednesday	NEW STATION WORK DETAIL	1
02/17/2023 18:00:00	02/17/2023 21:30:00	Friday	EQUIPMENT CHECKS #2	4
02/24/2023 10:00:00	02/24/2023 11:30:00	Friday	PART TIME SHIFT	1
02/21/2023 16:30:00	02/21/2023 19:30:00	Tuesday	PUBLIC SERVICE	3
02/24/2023 18:00:00	02/24/2023 21:00:00	Friday	EQUIPMENT CHECKS #3	4
02/27/2023 18:30:00	02/27/2023 19:45:00	Monday	OFFICER/SERGEANT MEETING	12
02/01/2023 13:33:16	02/28/2023 13:33:24	Wednesday	CAPTAIN PAY	1
02/01/2023 13:34:48	02/28/2023 13:34:55	Wednesday	EMS COORDINATOR	1
02/01/2023 13:35:58	02/28/2023 13:36:03	Wednesday	EMS REPORT AUDIT	1
02/01/2023 13:37:15	02/28/2023 13:37:20	Wednesday	OFFICER PAY D.C.	1
02/01/2023 13:38:31	02/28/2023 13:38:35	Wednesday	OFFICER PAY LT.	5
02/01/2023 13:40:24	02/28/2023 13:40:29	Wednesday	SERGEANT PAY	6

Activity/Training Start Date Time	Activity/Training End Date Time	Activity/Training Start Day Name	Activity/Training Event Name	Activity/Training Attendee Count
02/27/2023 08:00:00	02/27/2023 16:00:00	Monday	HAZMAT	1
02/28/2023 08:00:00	02/28/2023 16:00:00	Tuesday	HAZMAT	1
Activity/Training Event Type: Training				
02/06/2023 18:45:00	02/06/2023 20:45:00	Monday	CPR	8
02/06/2023 18:45:00	02/06/2023 20:45:00	Monday	SCBA COMMUNICATIONS	8
02/06/2023 18:45:00	02/06/2023 20:45:00	Monday	SKED & ROPES & KNOTS	11
02/20/2023 18:45:00	02/20/2023 20:45:00	Monday	MEDICAL	10
02/20/2023 18:45:00	02/20/2023 21:00:00	Monday	DISTRICT ORIENTATION / MAPS	7
02/20/2023 18:45:00	02/20/2023 20:30:00	Monday	FIREFIGHTER FITNESS / HEALTH & SAFETY	7
02/13/2023 18:00:00	02/13/2023 19:15:00	Monday	NEW STATION TRAINING	23

NFIRS Run Data Report - Day of Week

Basic Shift Or Platoon (FD1.30)		Number of Runs
Day of Week: 01 - Sunday		
A - Shift 6P SUN / 6A FRI		5
C - Shift 6P FRI / 6P SUN		9
		Total: 14
Day of Week: 02 - Monday		
A - Shift 6P SUN / 6A FRI		3
B - Shift 6A MON / 6P FRI		13
		Total: 16
Day of Week: 03 - Tuesday		
		2
A - Shift 6P SUN / 6A FRI		9
B - Shift 6A MON / 6P FRI		10
		Total: 21
Day of Week: 04 - Wednesday		
		1
A - Shift 6P SUN / 6A FRI		8
B - Shift 6A MON / 6P FRI		7
		Total: 16
Day of Week: 05 - Thursday		
A - Shift 6P SUN / 6A FRI		4
B - Shift 6A MON / 6P FRI		9
		Total: 13
Day of Week: 06 - Friday		
		1
A - Shift 6P SUN / 6A FRI		3
B - Shift 6A MON / 6P FRI		12
C - Shift 6P FRI / 6P SUN		4
		Total: 20
Day of Week: 07 - Saturday		
C - Shift 6P FRI / 6P SUN		19
		Total: 19
		Total: 119

Alarm Analysis by District - Average Response Time AFD

CAD Basic Incident Number	Basic Incident Alarm Date Time (FD1.26)	Basic Apparatus Call Sign List	Basic Incident Day Name (FD1.3)	Basic Incident Zone/District Number (FD1.32)	Basic First Apparatus Arrived At Scene Dispatch To Arrived At Scene In Minutes
Basic Shift Or Platoon (FD1.30): (None)					
23-0000124	02/07/2023 00:08:53	170, 171	Tuesday	190	11
23-0000130	02/07/2023 19:57:05		Tuesday	OUT	5
23-0000146	02/10/2023 21:34:35	171	Friday	190	4
23-0000168	02/15/2023 19:37:09	171, 170	Wednesday	180	6
					Avg: 6.53
Basic Shift Or Platoon (FD1.30): A - Shift 6P SUN / 6A FRI					
23-0000162	02/14/2023 23:18:08	170, 171	Tuesday	103	10
23-0000163	02/14/2023 23:57:45	171, 170	Tuesday	120	3
23-0000166	02/15/2023 18:22:43	171, 170	Wednesday	192	6
23-0000167	02/15/2023 19:17:27	170, 171	Wednesday	140	4
23-0000171	02/16/2023 19:24:34	171, 170	Thursday	141	12
23-0000140	02/10/2023 04:17:11	171, 170	Friday	170	10
23-0000154	02/12/2023 20:26:43	170, 171	Sunday	180	10
23-0000155	02/12/2023 23:03:16	121, 170	Sunday	140	11
23-0000156	02/12/2023 23:12:04		Sunday		0
23-0000161	02/14/2023 04:18:52	170, 171	Tuesday	141	18
23-0000132	02/08/2023 04:15:46	190, 161, 195, 121	Wednesday	OUT	8
23-0000136	02/08/2023 23:30:51	170, 171	Wednesday	120	8
23-0000128	02/07/2023 18:23:55	171, 170	Tuesday	190	8
23-0000129	02/07/2023 19:42:39	170, 171	Tuesday	161	6
23-0000131	02/07/2023 20:52:42	170, 171	Tuesday	160	11
23-0000120	02/05/2023 18:17:41	199	Sunday	141	14
23-0000097	02/01/2023 18:09:48	170	Wednesday	120	2
23-0000098	02/01/2023 20:30:09	170, 171	Wednesday	164	10
23-0000099	02/01/2023 22:27:53	170, 171	Wednesday	190	8
23-0000100	02/02/2023 04:21:08	170, 171	Thursday	140	9
23-0000101	02/02/2023 04:47:32	171	Thursday	121	6
23-0000105	02/03/2023 01:19:47	170, 171	Friday	120	9
23-0000181	02/20/2023 22:22:55	195, 170, 171	Monday	191	9
23-0000182	02/20/2023 22:46:35	171, 170	Monday	141	4
23-0000184	02/21/2023 22:19:39	170, 171	Tuesday	160	10
23-0000185	02/21/2023 23:38:23	171, 170	Tuesday	170	6
23-0000186	02/22/2023 19:27:39	170	Wednesday	120	7
23-0000188	02/23/2023 21:31:18	171, 170	Thursday	121	5
23-0000189	02/24/2023 01:30:40	170, 171	Friday	192	11
23-0000201	02/26/2023 20:35:29	121, 170	Sunday	120	6
23-0000202	02/27/2023 05:32:26	190, 171, 170, 121, 181, 141, 199	Monday	170	12
23-0000213	02/28/2023 23:37:46	170, 171	Tuesday	121	10
					Avg: 8.29
Basic Shift Or Platoon (FD1.30): B - Shift 6A MON / 6P FRI					
23-0000210	02/28/2023 16:29:29	196	Tuesday	140	6
23-0000211	02/28/2023 17:08:07	171	Tuesday	128	4
23-0000095	02/01/2023 15:16:05	171	Wednesday	120	5
23-0000203	02/27/2023 07:31:28	170	Monday	164	9
23-0000204	02/27/2023 13:16:09	171	Monday	190	5
23-0000205	02/27/2023 15:06:11	171	Monday	180	7
23-0000206	02/27/2023 15:22:15	190	Monday	170	9
	02/28/2023 09:18:11	122	Tuesday	120	
23-0000209	02/28/2023 09:34:00	171	Tuesday	100	10

CAD Basic Incident Number	Basic Incident Alarm Date Time (FD1.26)	Basic Apparatus Call Sign List	Basic Incident Day Name (FD1.3)	Basic Incident Zone/District Number (FD1.32)	Basic First Apparatus Arrived At Scene Dispatch To Arrived At Scene In Minutes
23-0000207	02/28/2023 07:43:40	171	Tuesday	140	4
23-0000212	02/28/2023 17:10:14	122, 199, 121	Tuesday	120	5
23-0000187	02/23/2023 12:31:36	122, 190, 141	Thursday	180	8
23-0000180	02/20/2023 16:19:10	196, 121	Monday	140	4
23-0000183	02/21/2023 14:15:07	171	Tuesday	180	7
23-0000107	02/03/2023 11:58:40	171, 194	Friday	190	10
23-0000111	02/03/2023 16:39:47	192	Friday	140	
23-0000108	02/03/2023 13:48:04	171	Friday	120	7
23-0000106	02/03/2023 11:55:56	192, 121	Friday	160	8
23-0000110	02/03/2023 15:47:00	171	Friday	140	6
23-0000096	02/01/2023 16:21:18	171	Wednesday	190	6
23-0000102	02/02/2023 10:24:35	171	Thursday	180	6
23-0000104	02/02/2023 15:53:25	121, 190	Thursday	120	12
23-0000103	02/02/2023 11:28:46	171, 190	Thursday	140	6
23-0000109	02/03/2023 14:49:33	171, 190, 122, 121	Friday	140	10
23-0000121	02/06/2023 09:50:19	171	Monday	164	9
23-0000123	02/06/2023 16:25:28	171	Monday	120	6
23-0000122	02/06/2023 12:27:48	171, 170, 190	Monday	160	5
23-0000126	02/07/2023 04:08:36	171, 170	Tuesday	180	10
23-0000125	02/07/2023 02:31:56	171, 170	Tuesday	120	7
23-0000138	02/09/2023 10:02:15	171	Thursday	120	7
23-0000139	02/09/2023 13:51:16	171	Thursday	120	8
23-0000137	02/09/2023 07:42:51	171	Thursday	170	13
23-0000135	02/08/2023 09:03:08	190, 122, 121	Wednesday	120	11
	02/08/2023 09:00:34		Wednesday	120	0
	02/08/2023 08:06:03	192	Wednesday	120	
23-0000160	02/13/2023 12:03:12	121, 190	Monday	OUT	3
23-0000142	02/10/2023 12:56:55	190	Friday	141	6
23-0000144	02/10/2023 15:54:01	171	Friday	120	6
23-0000143	02/10/2023 14:45:15	171	Friday	120	6
23-0000141	02/10/2023 08:31:08	171	Friday	120	1
23-0000127	02/07/2023 14:12:44	171	Tuesday	120	4
23-0000145	02/10/2023 21:32:14	170	Friday	140	9
23-0000169	02/16/2023 09:19:12	171	Thursday	120	4
23-0000157	02/13/2023 09:19:52	198	Monday	120	0
23-0000165	02/15/2023 13:49:49	170	Wednesday	180	3
23-0000164	02/15/2023 12:33:32	190, 171	Wednesday	100	4
23-0000159	02/13/2023 12:00:34	171	Monday	160	8
23-0000158	02/13/2023 11:39:56	171	Monday	120	5
23-0000179	02/20/2023 09:18:24	170	Monday	190	5
23-0000172	02/17/2023 17:07:31	171	Friday	120	4
23-0000170	02/16/2023 10:43:35	190, 171, 121, 122	Thursday	120	5
					Avg: 6.37
Basic Shift Or Platoon (FD1.30): C - Shift 6P FRI / 6P SUN					
23-0000173	02/17/2023 23:45:04	171, 170	Friday	143	14
23-0000174	02/18/2023 09:07:07	170	Saturday	140	
	02/18/2023 18:30:11	197	Saturday	196	
23-0000176	02/18/2023 20:06:20	170, 121, 181, 171	Saturday	180	12
23-0000177	02/18/2023 23:41:00	122, 197	Saturday	141	15
23-0000178	02/19/2023 00:39:52	170, 171	Sunday	120	8
23-0000147	02/11/2023 01:32:13	171, 170	Saturday	140	11
23-0000148	02/11/2023 09:58:00	171, 170	Saturday	160	8

CAD Basic Incident Number	Basic Incident Alarm Date Time (FD1.26)	Basic Apparatus Call Sign List	Basic Incident Day Name (FD1.3)	Basic Incident Zone/District Number (FD1.32)	Basic First Apparatus Arrived At Scene Dispatch To Arrived At Scene In Minutes
23-0000149	02/11/2023 15:07:12	170, 171	Saturday	140	8
23-0000150	02/11/2023 16:27:03	121, 122, 198	Saturday	120	3
23-0000151	02/11/2023 20:35:52	170, 171	Saturday	121	5
23-0000152	02/11/2023 22:09:13	170, 171	Saturday	120	4
23-0000153	02/12/2023 03:36:38	171, 170	Sunday	140	11
23-0000112	02/03/2023 18:42:58	171, 170	Friday	191	8
23-0000114	02/04/2023 04:00:04	192, 141, 170, 171	Saturday	122	5
23-0000113	02/04/2023 03:30:48	171, 170	Saturday	180	15
23-0000115	02/04/2023 10:26:04	170, 171	Saturday	170	8
23-0000116	02/04/2023 20:29:14	141, 199, 121	Saturday	190	12
23-0000117	02/05/2023 04:49:13	171, 170	Sunday	141	14
23-0000118	02/05/2023 10:52:32	171, 170	Sunday	192	6
23-0000119	02/05/2023 14:00:49	170, 171	Sunday	128	4
23-0000190	02/24/2023 19:43:08	171, 170	Friday	192	5
23-0000191	02/24/2023 19:49:19	170	Friday	100	10
23-0000192	02/25/2023 00:54:54	170, 171	Saturday	192	12
23-0000194	02/25/2023 06:29:50	170, 171	Saturday	190	11
23-0000193	02/25/2023 02:15:21	171, 170	Saturday	140	9
23-0000195	02/25/2023 09:17:24	171	Saturday	120	0
23-0000196	02/25/2023 17:22:35	170, 171	Saturday	141	12
23-0000197	02/26/2023 00:46:28	170, 171	Sunday	190	7
23-0000198	02/26/2023 01:11:35	170, 121	Sunday	140	9
23-0000199	02/26/2023 02:27:30	171, 170	Sunday	141	7
23-0000200	02/26/2023 16:25:46	171, 170	Sunday	120	6
					Avg: 8.59
					Avg: 7.50

Report Filters

Basic Incident Date - Derived (Fd1.3): is between '2/1/2023' and '2/28/2023'

AFD Incident Type Report (Summary)

Basic Incident Number (FD1)	Basic Incident Actual Time	Basic Shift Or Platoon (FD1.30)	Basic Incident Type Code And Description (FD1.21)	Basic Aid Given Or Received (FD1.22)	Basic Aid Given Their Fire Department Name (FD1.23)	Total Incidents Percent of Incidents
Incident Type Category (FD1.21): 1 - Fire						
23-0000132	04:15:40	A - Shift 6P SUN / 6A FRI	111 - Building fire	Mutual aid given	Wright-Tallmadge Fire Dept	
						Total: 0.00%
Count: 1						
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
23-0000108	13:47:43	B - Shift 6A MON / 6P FRI	3001 - Lift Assist, Medical	None		
23-0000143	14:43:42	B - Shift 6A MON / 6P FRI	3001 - Lift Assist, Medical	None		
23-0000119	13:59:15	C - Shift 6P FRI / 6P SUN	311 - Medical assist, assist EMS crew	None		
23-0000107	11:55:53	B - Shift 6A MON / 6P FRI	320 - Emergency medical service, other	None		
23-0000154	20:26:17	A - Shift 6P SUN / 6A FRI	320 - Emergency medical service, other	None		
23-0000095	15:13:01	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000096	16:20:36	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000098	20:27:07	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000099	22:25:34	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000100	04:19:15	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000101	04:44:14	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000102	10:21:05	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000105	01:18:31	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000110	15:44:21	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000112	18:40:28	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000113	03:25:41	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000118	10:50:30	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000121	09:50:14	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000122	12:26:32	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000123	16:23:09	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000124	00:06:02		321 - EMS call, excluding vehicle accident with injury	None		
23-0000125	02:30:20	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000126	04:06:33	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000127	14:10:37	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000128	18:22:58	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000129	19:42:26	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000131	20:50:33	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000136	23:29:24	A - Shift 6P SUN	321 - EMS call, excluding	None		

Basic Incident Number (FD1)	Basic Incident Actual Time	Basic Shift Or Platoon (FD1.30)	Basic Incident Type Code And Description (FD1.21)	Basic Aid Given Or Received (FD1.22)	Basic Aid Given Their Fire Department Name (FD1.23)	Total Incidents Percent of Incidents
		/ 6A FRI	vehicle accident with injury			
23-0000137	07:40:10	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000138	10:01:16	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000139	13:46:56	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000140	04:15:58	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000145	21:28:50	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000146	21:33:46		321 - EMS call, excluding vehicle accident with injury	None		
23-0000147	01:30:31	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000148	09:56:59	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000149	15:05:18	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000151	20:32:44	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000152	22:08:34	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000153	03:34:44	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000158	11:36:28	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000159	11:57:43	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000161	04:17:19	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000162	23:16:44	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000164	12:32:25	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000165	13:48:28	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000166	18:20:47	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000167	19:16:51	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000168	19:34:40		321 - EMS call, excluding vehicle accident with injury	None		
23-0000169	09:17:11	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000171	19:21:53	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000172	17:05:14	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000173	23:43:23	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000178	00:39:29	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000179	09:16:13	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000181	22:22:02	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000182	22:45:01	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000183	14:13:54	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000184	22:19:24	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		

Basic Incident Number (FD1)	Basic Incident Actual Time	Basic Shift Or Platoon (FD1.30)	Basic Incident Type Code And Description (FD1.21)	Basic Aid Given Or Received (FD1.22)	Basic Aid Given Their Fire Department Name (FD1.23)	Total Incidents Percent of Incidents
23-0000188	21:27:57	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000189	01:29:47	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000190	19:42:15	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000191	19:48:40	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000192	00:54:19	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000193	02:14:33	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000194	06:28:15	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000195	09:16:35	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000196	17:20:31	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000197	00:42:50	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000199	02:25:11	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000200	16:23:31	C - Shift 6P FRI / 6P SUN	321 - EMS call, excluding vehicle accident with injury	None		
23-0000203	07:30:20	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000204	13:16:01	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000205	15:04:39	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000206	15:18:36	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000207	07:41:35	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000209	09:32:58	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000211	17:06:47	B - Shift 6A MON / 6P FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000213	23:35:32	A - Shift 6P SUN / 6A FRI	321 - EMS call, excluding vehicle accident with injury	None		
23-0000103	11:28:31	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	None		
23-0000109	14:49:25	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	Mutual aid received		
23-0000135	08:58:41	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	None		
23-0000160	12:02:41	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	Mutual aid given	Coopersville/Polkton Fire Dept.	
23-0000170	10:43:19	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	None		
23-0000186	19:27:16	A - Shift 6P SUN / 6A FRI	322 - Motor vehicle accident with injuries	None		
23-0000202	05:31:35	A - Shift 6P SUN / 6A FRI	322 - Motor vehicle accident with injuries	Mutual aid received		
23-0000212	17:08:53	B - Shift 6A MON / 6P FRI	322 - Motor vehicle accident with injuries	None		
23-0000134	09:00:12	B - Shift 6A MON / 6P FRI	324 - Motor vehicle accident with no injuries.	None		
23-0000150	16:26:24	C - Shift 6P FRI / 6P SUN	324 - Motor vehicle accident with no injuries.	None		
23-0000210	16:28:20	B - Shift 6A MON / 6P FRI	324 - Motor vehicle accident with no injuries.	None		
23-0000176	19:57:28	C - Shift 6P FRI /	350 - Extrication, rescue,	None		

Basic Incident Number (FD1)	Basic Incident Actual Time	Basic Shift Or Platoon (FD1.30)	Basic Incident Type Code And Description (FD1.21)	Basic Aid Given Or Received (FD1.22)	Basic Aid Given Their Fire Department Name (FD1.23)	Total Incidents Percent of Incidents
		6P SUN	other			
						Total: 0.00%
Count: 91						
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
23-0000155	22:59:34	A - Shift 6P SUN / 6A FRI	412 - Gas leak (natural gas or LPG)	None		
23-0000180	16:16:57	B - Shift 6A MON / 6P FRI	412 - Gas leak (natural gas or LPG)	None		
23-0000201	20:35:07	A - Shift 6P SUN / 6A FRI	412 - Gas leak (natural gas or LPG)	None		
23-0000120	18:14:46	A - Shift 6P SUN / 6A FRI	424 - Carbon monoxide incident	None		
						Total: 0.00%
Count: 4						
Incident Type Category (FD1.21): 5 - Service Call						
23-0000116	20:28:15	C - Shift 6P FRI / 6P SUN	531 - Smoke or odor removal	Automatic aid received		
23-0000141	08:30:58	B - Shift 6A MON / 6P FRI	551 - Assist police or other governmental agency	None		
23-0000163	23:55:32	A - Shift 6P SUN / 6A FRI	554 - Assist invalid	None		
23-0000185	23:35:41	A - Shift 6P SUN / 6A FRI	554 - Assist invalid	None		
23-0000142	12:56:19	B - Shift 6A MON / 6P FRI	561 - Unauthorized burning	None		
						Total: 0.00%
Count: 5						
Incident Type Category (FD1.21): 6 - Good Intent Call						
23-0000157	09:19:46	B - Shift 6A MON / 6P FRI	600 - Good intent call, other	None		
23-0000117	04:47:01	C - Shift 6P FRI / 6P SUN	611 - Dispatched and cancelled en route	None		
23-0000174	09:07:05	C - Shift 6P FRI / 6P SUN	611 - Dispatched and cancelled en route	None		
23-0000208	09:17:13	B - Shift 6A MON / 6P FRI	611 - Dispatched and cancelled en route	None		
23-0000115	10:25:40	C - Shift 6P FRI / 6P SUN	6110 - Dispatched and cancelled en route (Medical)	None		
23-0000133	08:05:25	B - Shift 6A MON / 6P FRI	6110 - Dispatched and cancelled en route (Medical)	None		
23-0000144	15:53:03	B - Shift 6A MON / 6P FRI	6110 - Dispatched and cancelled en route (Medical)	None		
23-0000175	18:29:14	C - Shift 6P FRI / 6P SUN	6111 - Dispatched and cancelled en route (Fire Alarm)	None		
23-0000114	03:58:51	C - Shift 6P FRI / 6P SUN	622 - No incident found on arrival at dispatch address	None		
23-0000111	16:37:16	B - Shift 6A MON / 6P FRI	651 - Smoke scare, odor of smoke	None		
						Total: 0.00%
Count: 10						
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
23-0000130	19:56:23		7001 - Dispatch Error (Never Dispatched)	None		
23-0000156	23:12:04	A - Shift 6P SUN / 6A FRI	7001 - Dispatch Error (Never Dispatched)	None		
23-0000097	18:09:36	A - Shift 6P SUN / 6A FRI	711 - Municipal alarm system, malicious false alarm	None		
23-0000187	12:31:19	B - Shift 6A MON / 6P FRI	711 - Municipal alarm system, malicious false alarm	None		

Basic Incident Number (FD1)	Basic Incident Actual Time	Basic Shift Or Platoon (FD1.30)	Basic Incident Type Code And Description (FD1.21)	Basic Aid Given Or Received (FD1.22)	Basic Aid Given Their Fire Department Name (FD1.23)	Total Incidents Percent of Incidents
23-0000198	01:10:37	C - Shift 6P FRI / 6P SUN	711 - Municipal alarm system, malicious false alarm	None		
23-0000177	23:40:50	C - Shift 6P FRI / 6P SUN	714 - Central station, malicious false alarm	None		
23-0000104	15:52:01	B - Shift 6A MON / 6P FRI	733 - Smoke detector activation due to malfunction	None		
23-0000106	11:55:03	B - Shift 6A MON / 6P FRI	733 - Smoke detector activation due to malfunction	None		
						Total: 0.00%
Count: 8						
						Total: 0.00%
Count: 119						

AFD Aid Given/Received Report

Incident Number	Basic Incident Date Time	Basic Incident Day Name (FD1.3)	Basic Incident Full Address	Aid Given Or Received	Automatic Aid Received Departments
Department Name: (None)					
23-0000109	02/03/2023 14:49:25	Friday	48TH Avenue and PIERCE ST Allendale MI 49401	Mutual aid received	Georgetown Township
23-0000116	02/04/2023 20:28:15	Saturday	10897 48TH Avenue AA9 Allendale MI 49401	Automatic aid received	Georgetown Township, Robinson Township Fire Dept, Blendon Township Fire Dept, Wright-Tallmadge Fire Dept, Olive Township Fire Dept
23-0000202	02/27/2023 05:31:35	Monday	6800 LAKE MICHIGAN Drive and 68TH AVE Allendale MI 49401	Mutual aid received	
				Count: 3	
Department Name: Coopersville/Polkton Fire Dept.					
23-0000160	02/13/2023 12:02:41	Monday	14600 68TH Avenue Allendale MI 49401	Mutual aid given	
				Count: 1	
Department Name: Wright-Tallmadge Fire Dept					
23-0000132	02/08/2023 04:15:40	Wednesday	3130 ARTHUR Street Allendale MI 49401	Mutual aid given	
				Count: 1	
				Count: 5	

AFD NFIRS Run Data Report - Hour of Day

Hour of Day	Number of Runs
00:00:00 - 00:59:59	4
01:00:00 - 01:59:59	4
02:00:00 - 02:59:59	3
03:00:00 - 03:59:59	3
04:00:00 - 04:59:59	7
05:00:00 - 05:59:59	1
06:00:00 - 06:59:59	1
07:00:00 - 07:59:59	3
08:00:00 - 08:59:59	3
09:00:00 - 09:59:59	10
10:00:00 - 10:59:59	5
11:00:00 - 11:59:59	5
12:00:00 - 12:59:59	5
13:00:00 - 13:59:59	5
14:00:00 - 14:59:59	4
15:00:00 - 15:59:59	7
16:00:00 - 16:59:59	7
17:00:00 - 17:59:59	4
18:00:00 - 18:59:59	6
19:00:00 - 19:59:59	9
20:00:00 - 20:59:59	6
21:00:00 - 21:59:59	3
22:00:00 - 22:59:59	6
23:00:00 - 23:59:59	8
Total: 119	



County of Ottawa

Sheriff's Office

Steve A. Kempker
Sheriff

Valerie L. Weiss
Undersheriff



Headquarters/Administration

12220 Fillmore Street
West Olive, Michigan 49460
(616) 738-4000 or (888) 731-1001
Fax: (616) 738-4062

Correctional Facility

12130 Fillmore Street
West Olive, Michigan 49460
(616) 786-4140 or (888) 731-1001
Fax: (616) 738-4099

Date: 3-3-2023

To: Allendale Township Supervisor Adam Elenbaas

From: Sgt. Cal Keuning

RE: Monthly Report (February 2023)

The Sheriff's Office during the month of February responded to 358 calls for service.

Allendale Township Basic EMT and MFR units, with assistance of general road patrol responded to 45 medicals and 4 personal injury accidents.

Traffic contacts during the month of February, deputies issued 125 total tickets.

Allendale Community Event:

Officers from the Ottawa County Sheriff's Office, Grand Valley State University, Zeeland PD, and staff from Allendale Fire Department welcomed back Carl Beintema as he returned home from Mary Free Bed. Family, friends, and Fox 17 were also present for the surprise party for Carl's arrival home. Carl spent 45 days in the hospital after receiving injuries from his barn exploding on 52nd Ave. at his residence.



Allendale School News:

Allendale public schools coordinated with the International Save-A-Life Tour and had presentations on drunk and distracting driving with driving simulators set up for both. This presentation will correspond with additional classroom discussion on different lessons in health class this semester.



Deputy Ortman gave presentations to the middle school health class reference gateway drugs. Gateway drugs include tobacco, alcohol, and marijuana. These 3 drugs are the most common abused drugs by young adults. Deputy Ortman discussed the legal and health issues that come with using gateway drugs.

Deputy Ortman (Coach Ortman) wanted to share Allendale High School is sending 13 wrestlers to the individual state championship at Ford Field in Detroit. The 13 wrestlers include 10 boys and 3 girls. Coach Ortman will be attending the state championship with the wrestling team.

Deputy Ortman and staff from Allendale Fire Department spoke with students at the Early Childhood Center talking about what its like being a deputy and fire fighter.

Deputy Ortman attended student conferences and spoke with parents on a variety of topics such as vaping, drugs, and alcohol. He answered questions from parents during this event.

Crime Prevention Through Environmental Design (CPTED):

A second CPTED study was started at one of our local off-campus apartment complexes.

CPTED is a common pro-active practice used worldwide by Law Enforcement, architects, land developers, and communities to deter the opportunities for criminal behavior. Proper lighting, landscaping, and maintenance are key factors to maintain a safer property.

Deputies from the Ottawa County Sheriff's Office provide this CPTED study. The recommendations provided are strictly suggestions to help reduce the chances of a crime being committed against the property.

Thank you

Sgt. Cal Keuning



Allendale Township Community Policing

Sergeant Cal Keuning
ckeuning@miOttawa.org

Deputy John Ortman
jortman@miOttawa.org

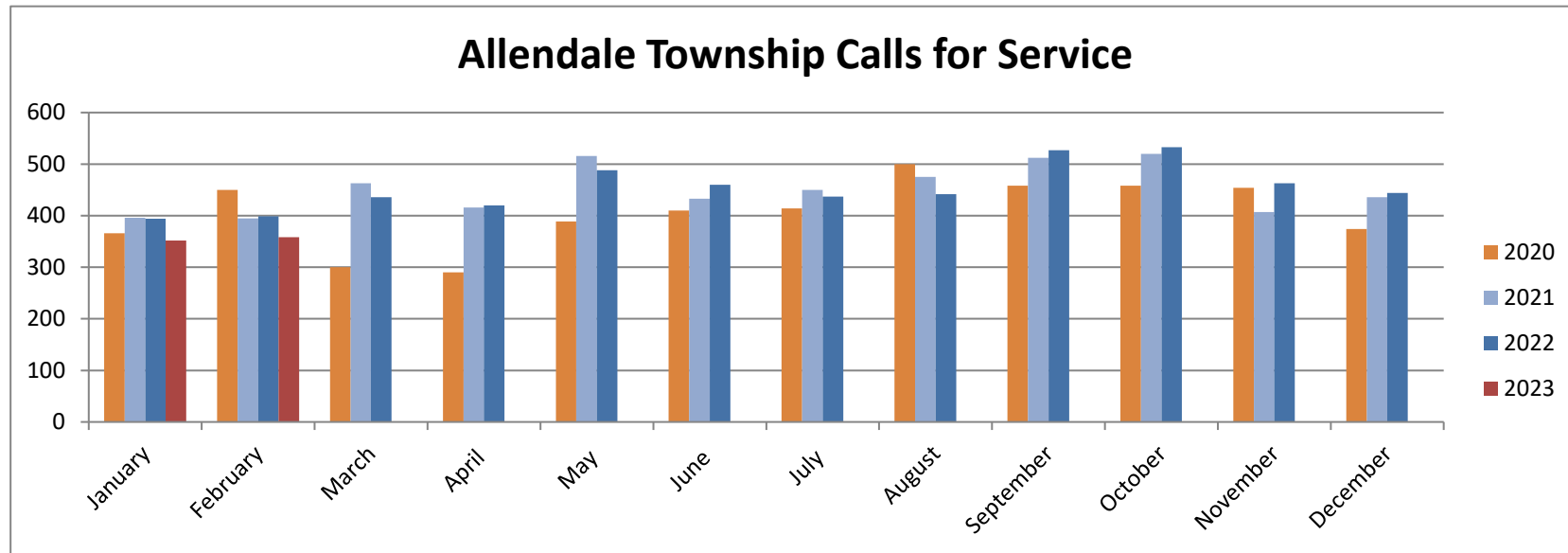
Deputy Zachary Martinie
zmartinie@miOttawa.org

Deputy Joseph Apolo
japolo@miottawa.org

For emergencies, dial 911. For non-emergencies, dial 1-800-249-0911.

Total Number of Calls

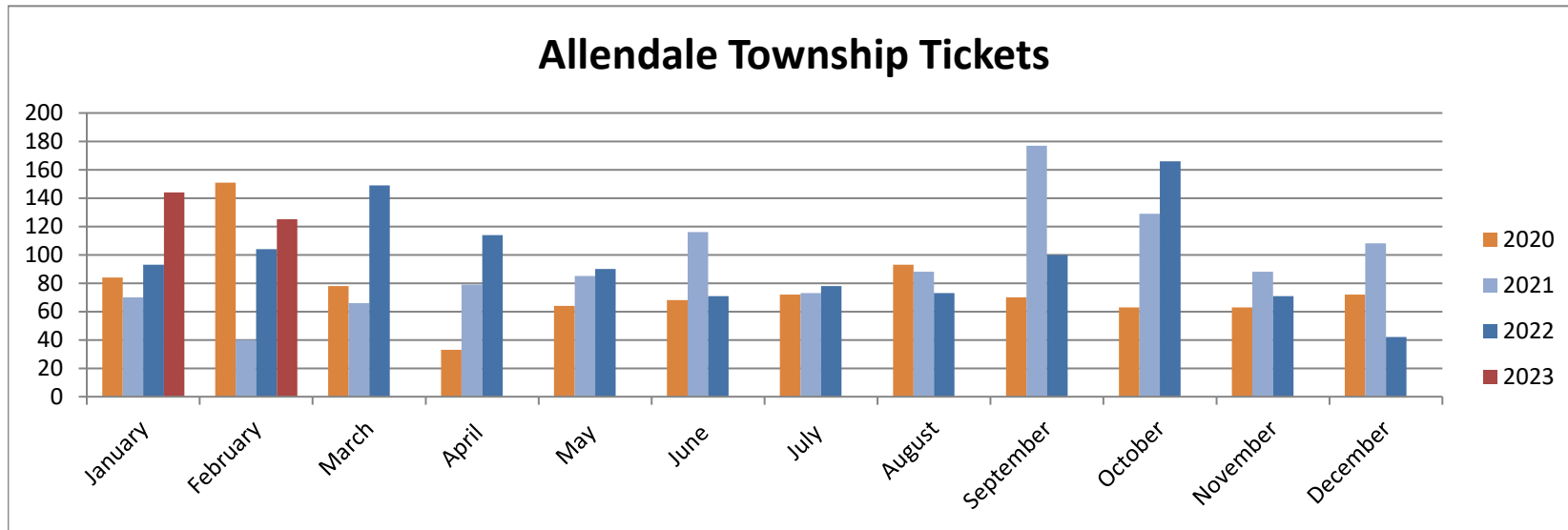
	January	February	March	April	May	June	July	August	September	October	November	December
2020	366	450	300	290	389	410	414	500	458	458	454	374
2021	396	395	463	416	516	433	450	475	512	520	407	436
2022	394	399	436	420	488	460	437	442	527	533	463	444
2023	352	358										



Total Tickets by Month

	January	February	March	April	May	June	July	August	September	October	November	December
2020	84	151	78	33	64	68	72	93	70	63	63	72

2021	70	40	66	79	85	116	73	88	177	129	88	108
2022	93	104	149	114	90	71	78	73	100	166	71	42
2023	144	125										

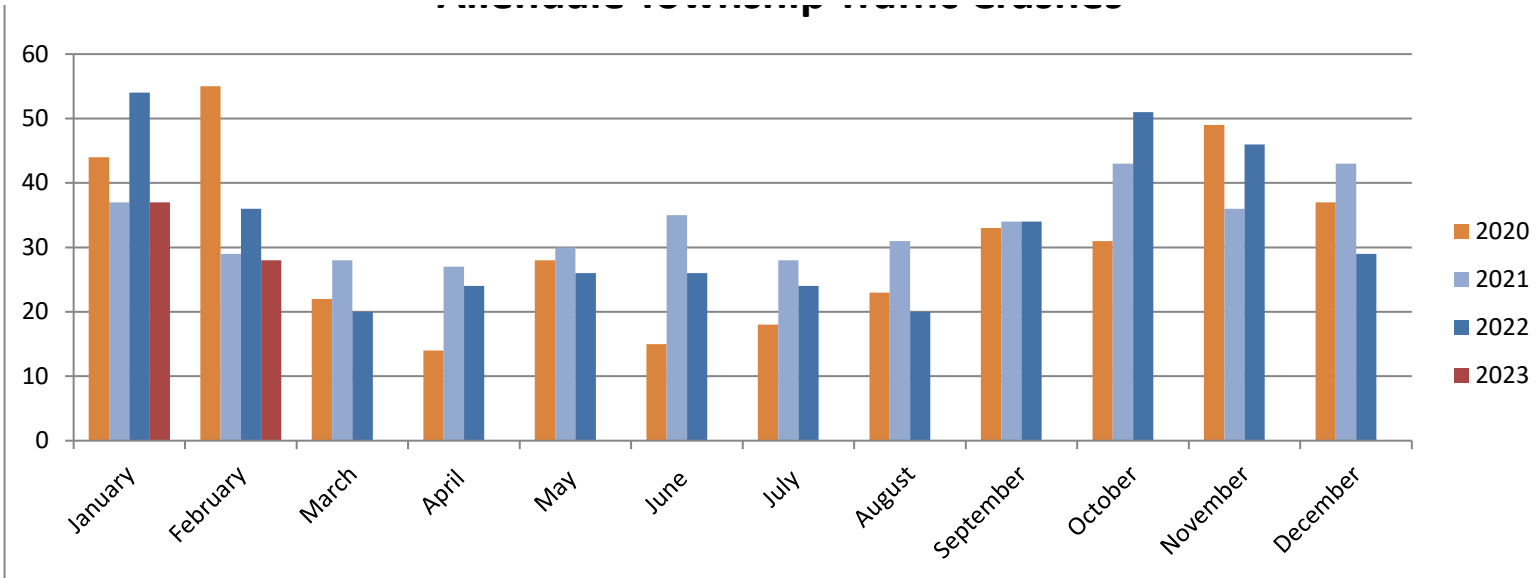


Traffic Crashes

	January	February	March	April	May	June	July	August	September	October	November	December
2020	44	55	22	14	28	15	18	23	33	31	49	37
2021	37	29	28	27	30	35	28	31	34	43	36	43
2022	54	36	20	24	26	26	24	20	34	51	46	29
2023	37	28										

Allendale Township Traffic Crashes

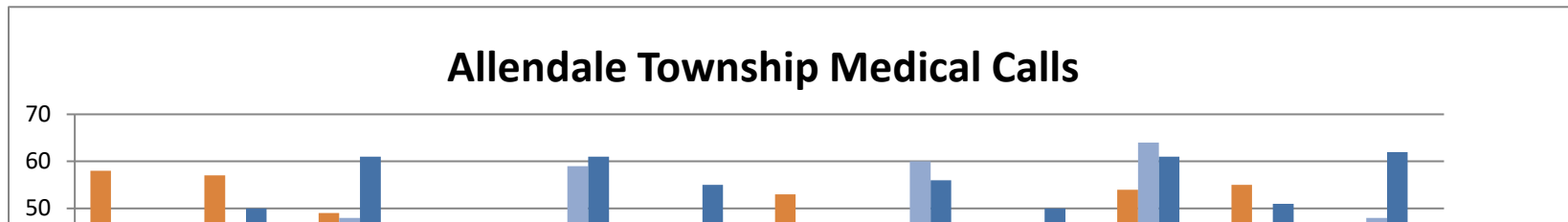
Allendale Township Crime Rates

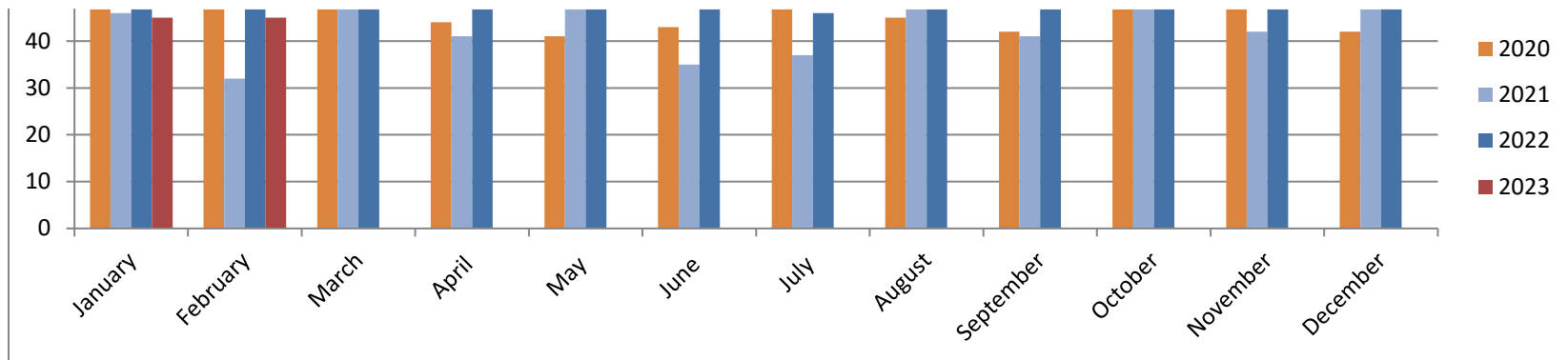


Medical Calls

	January	February	March	April	May	June	July	August	September	October	November	December
2020	58	57	49	44	41	43	53	45	42	54	55	42
2021	46	32	48	41	59	35	37	60	41	64	42	48
2022	47	50	61	47	61	55	46	56	50	61	51	62
2023	45	45										

Allendale Township Medical Calls





Calls of Interest 2023

	January	February	March	April	May	June	July	August	September	October	November	December
B & E's	0	2										
Larcenies	5	5										
Shoplifting	2	1										
Mental	6	10										
Civil	7	10										
Assaults	3	4										
Domestic	29	20										
Animal	9	14										
Alarms	5	10										
Traffic	20	20										
Narcotics	3	4										
Weapons	<u>1</u>	<u>1</u>										

Calls of Interest 2022

January	February	March	April	May	June	July	August	September	October	November	December
---------	----------	-------	-------	-----	------	------	--------	-----------	---------	----------	----------

B & E's	1	3	3	2	4	1	6	3	3	3	2	3
Larcenies	7	19	15	6	7	18	11	15	12	6	8	9
Shoplifting	0	1	0	0	4	1	1	1	2	0	0	0
Mental	7	6	5	15	10	15	9	6	11	15	14	8
Civil	11	11	8	12	5	8	11	14	10	11	11	13
Assaults	5	5	3	5	3	4	4	2	7	9	3	4
Domestic	26	13	17	20	21	25	25	18	27	37	22	27
Animal	8	16	14	18	30	28	24	15	24	15	14	10
Alarms	9	6	7	5	7	8	12	3	8	5	7	14
Traffic	19	33	35	34	40	39	31	31	41	37	30	33
Narcotics	2	0	3	1	0	1	2	3	2	2	4	3
Weapons	<u>0</u>	<u>1</u>	4	7	3	4	2	2	1	3	2	1



"Where community is more than just a concept!"

Substitute Library Page and Circulation Assistant Notice of Hire- Harley Freeman

Prepared by Lydale Weaver

On 3/8/2023

Board of Trustees:

We have reviewed applications for the Substitute Library Page and Circulation Assistant posted with the Township. Our Library Director Mary Cook, and HR Director Lydale Weaver were part of the interview process. We have hired Harley Freeman for the Substitute Library Page and Circulation Assistant position.

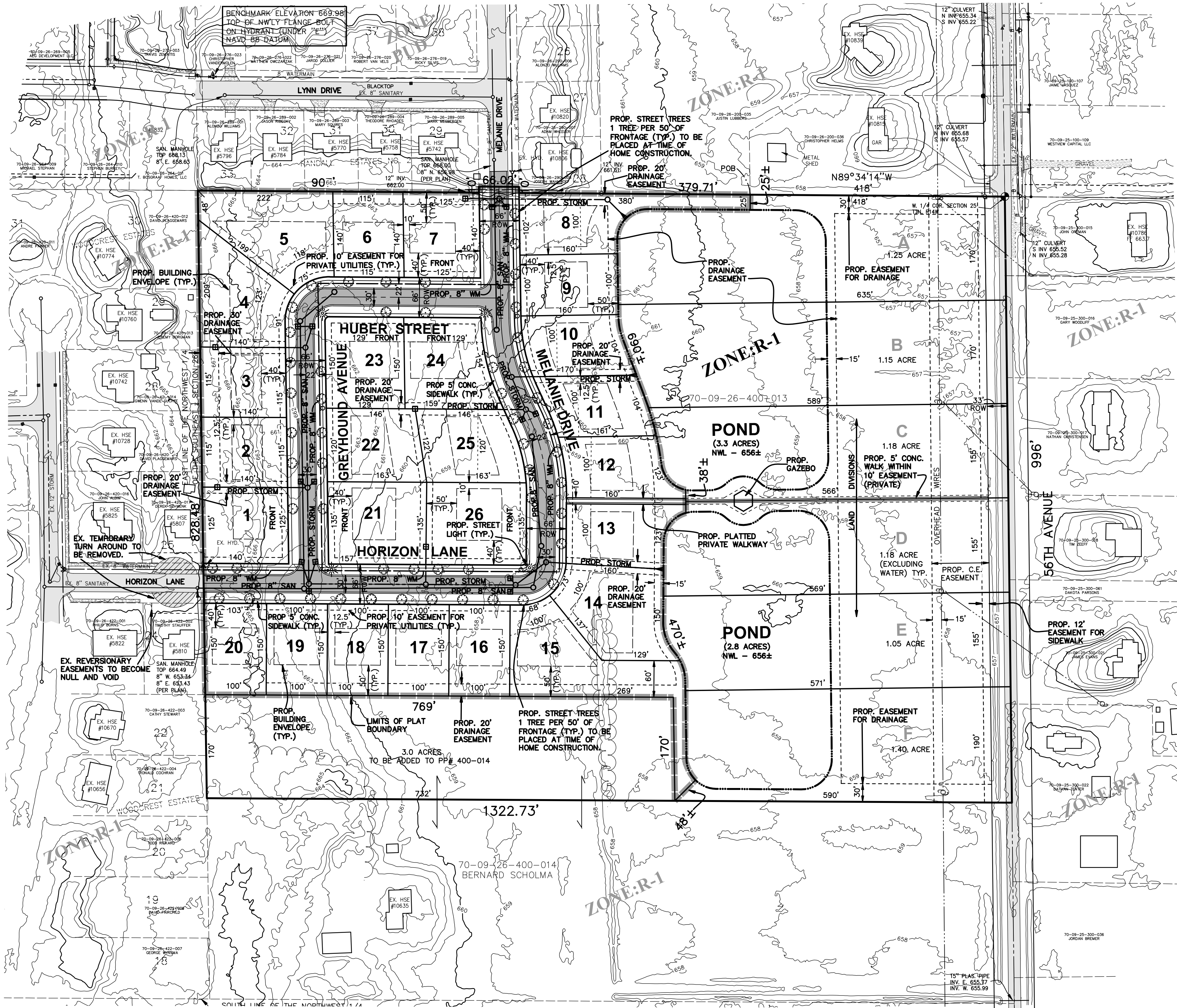
Harley has retail experience in customer service, which will translate well to the library environment.

We recommend a pay rate of \$14.20 for Harley. We are excited to have Harley be apart of the Allendale Township Library team to see how she grows in the role.

Respectfully,

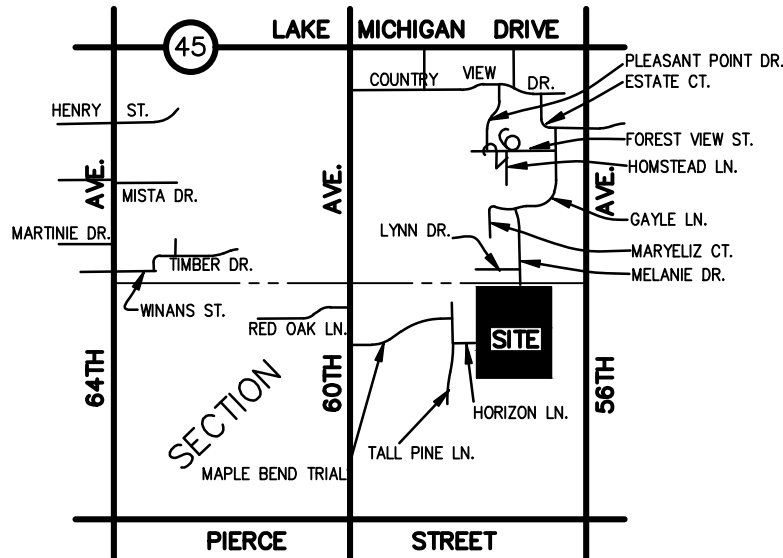
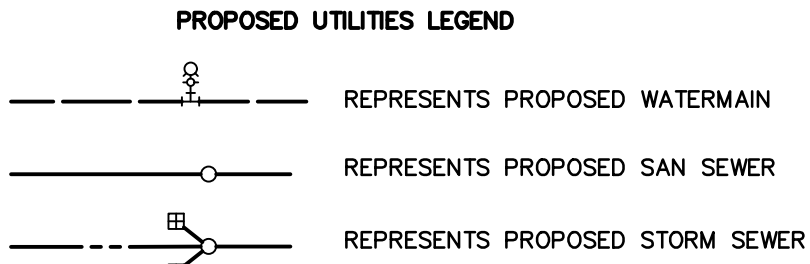
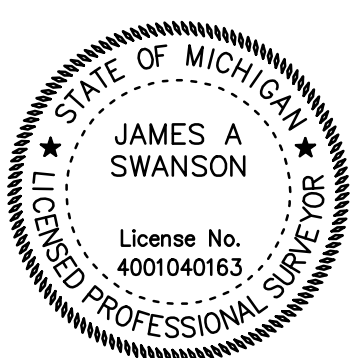
Mary Cook and Lydale Weaver

Library Director and HR Director



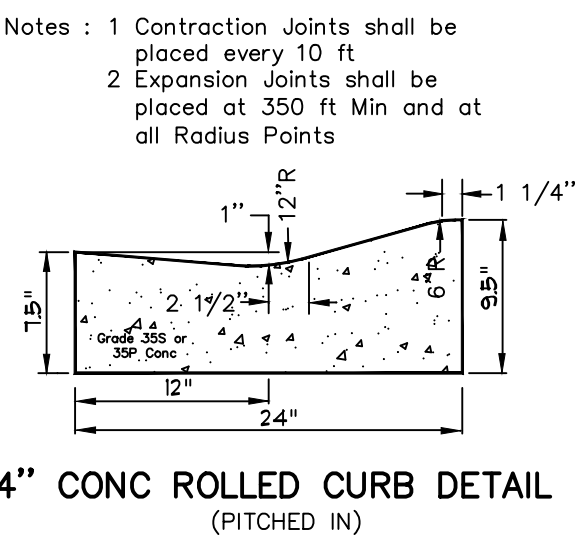
LOT AREA SUMMARY		
Lot Number:	Total Lot Area:	Buildable Envelope Area:
Lot 1	17,505 square feet	3,150 square feet
Lot 2	16,105 square feet	4,500 square feet
Lot 3	16,105 square feet	4,500 square feet
Lot 4	22,035 square feet	6,590 square feet
Lot 5	26,630 square feet	9,370 square feet
Lot 6	16,105 square feet	4,200 square feet
Lot 7	17,505 square feet	3,750 square feet
Lot 8	19,930 square feet	4,945 square feet
Lot 9	16,000 square feet	5,250 square feet
Lot 10	16,540 square feet	5,425 square feet
Lot 11	16,575 square feet	5,250 square feet
Lot 12	17,080 square feet	5,245 square feet
Lot 13	17,300 square feet	5,400 square feet
Lot 14	24,080 square feet	10,125 square feet
Lot 15	31,340 square feet	6,870 square feet
Lot 16	15,000 square feet	4,500 square feet
Lot 17	15,000 square feet	4,500 square feet
Lot 18	15,000 square feet	4,500 square feet
Lot 19	15,000 square feet	4,500 square feet
Lot 20	15,230 square feet	4,600 square feet
Lot 21	21,770 square feet	6,055 square feet
Lot 22	18,615 square feet	6,000 square feet
Lot 23	19,360 square feet	4,750 square feet
Lot 24	20,725 square feet	5,015 square feet
Lot 25	19,100 square feet	6,055 square feet
Lot 26	22,145 square feet	6,320 square feet
AVERAGE LOT SIZE - 18,470 square feet		

- GENERAL NOTES**
- LEGAL DESCRIPTION: PP# 70-09-25-400-013
NE 1/4 OF SE 1/4 EXC S 330 FT SEC. 26, T7N, R14W 30A
30.3 ACRES INCLUDING ROW
 - EXISTING ZONING: R-1
(LOW DENSITY SINGLE FAMILY RESIDENTIAL)
 - STATISTICAL SUMMARY:
A. NUMBER OF LOTS - 26
B. TOTAL ACREAGE - 14.0± ACRES
C. LENGTH OF STREET - 1,965 L.F.
 - R-1 ZONING REQUIREMENTS:
FRONT YARD SETBACK: 40' MIN.
SIDE YARD SETBACK: 25' TOTAL (10' MIN.)
SIDE YARD SETBACK CORNER LOT: 40' MIN. STREET SIDE, 10' OPPOSITE SIDE OF LOT
REAR YARD SETBACK: 50' MIN.
LOT WIDTH: 100' MIN. CORNER LOT 120' MIN.
LOT AREA: 15,000 S.F. CORNER LOT 17,500 S.F.
 - PUBLIC UTILITIES: THE FRONT 10' OF EACH LOT WILL BE RESERVED FOR POWER AND TELEPHONE LINES (AND OTHER APPROVED UTILITIES TO SERVICE THE SITE).
 - THIS PLAT WILL CONFORM TO THE OTTAWA COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE AND THE NPDES PERMIT PROCESS.
 - ROAD CONSTRUCTION SHALL CONFORM TO THE OTTAWA COUNTY ROAD COMMISSION STANDARDS.
 - ADJACENT PROPERTY TO THIS PLAT IS ZONED: S - R-1
E - R-1
W - R-1
N - PUD AND R-1
 - SIDEWALKS TO BE INSTALLED ON EACH LOT PER TOWNSHIP ORDINANCE - Section 5.3 (i) AT THE TIME OF HOUSE CONSTRUCTION.
 - STREET LIGHTS WILL BE PROVIDED PER ORDINANCE SECTION 5.3 (j).
 - STREET TREES WILL BE PROVIDED PER ORDINANCE SECTION 5.3 (m) AT TIME OF HOME CONSTRUCTION.
- (1) TREE IS REQUIRED FOR EVERY 50' OF LOT FRONTAGE.
- (2) TREES WILL BE PLANTED 25' FROM CENTERLINE PER O.C.R.C. TREE PLANTING POLICY.
- (3) SEE SITE DISTANCE WORKSHEET FOR RESTRICTED PLANTING AREAS
 - PRIVATE SIDEWALK AND GAZEBO BETWEEN PARCELS "C" & "D" WILL BE OWNED TO AND MAINTAINED BY THE PEARLINE ESTATES HOME OWNERS ASSOCIATION.
 - THE USE OF THIS PLAT IS INTENDED FOR SINGLE FAMILY RESIDENTIAL HOME SITES.

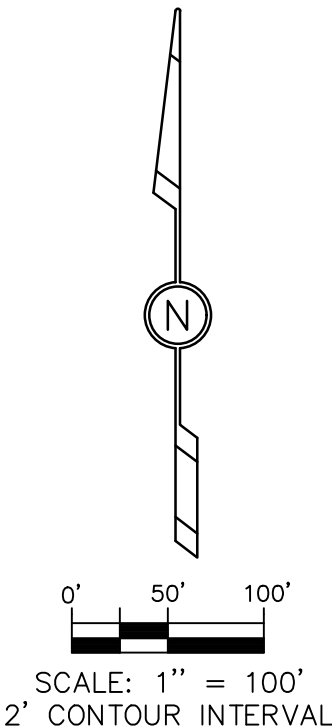
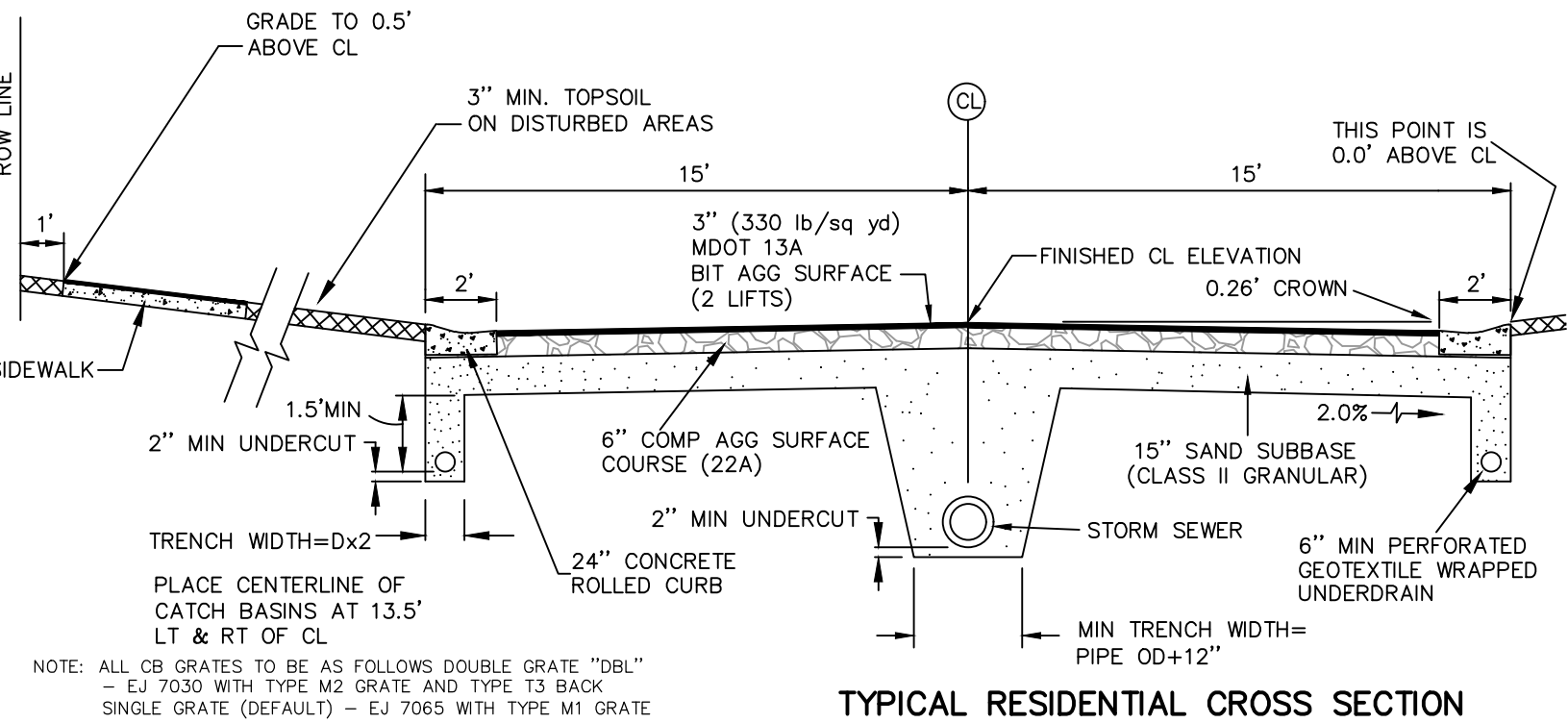


PRELIMINARY PLAT DESCRIPTION

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, T7N, R14W, ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE N89°34'14"W 418.30 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE S00°25'46"W 25 FEET, MORE OR LESS, TO THE NORTH WATER'S EDGE OF A PROPOSED NORTH POND; THENCE WESTERLY AND SOUTHERLY 690 FEET, MORE OR LESS, ALONG SAID WATER'S EDGE TO A LINE BEARING N00°40'26"W FROM REFERENCE POINT "A" WHICH IS S00°40'26"E 495.00 FEET AND S89°19'34"W 530.00 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION; THENCE S00°40'26"E 19 FEET, MORE OR LESS, TO SAID REFERENCE POINT "A"; THENCE S00°40'26"E 19 FEET, MORE OR LESS, TO THE NORTH WATER'S EDGE OF A PROPOSED SOUTH POND; THENCE SOUTHERLY 470 FEET, MORE OR LESS, ALONG SAID WATER'S EDGE TO A LINE BEARING N45°00'00"E FROM A POINT ON THE NORTH LINE OF THE SOUTH 330.00 FEET OF THE NE 1/4 OF SAID SE 1/4 WHICH IS 769.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF SAID SE 1/4; THENCE S45°00'00"W 48 FEET, MORE OR LESS, TO SAID POINT; THENCE N00°50'49"W 170.00 FEET PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF SAID SE 1/4; THENCE N89°40'43"W 769.00 FEET PARALLEL WITH THE SOUTH LINE OF THE NE 1/4 OF SAID SE 1/4; THENCE N00°50'49"W 828.48 FEET ALONG THE WEST LINE OF THE NE 1/4 OF SAID SE 1/4; THENCE S89°34'14"E 461.76 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE SE CORNER OF LOT 29, RANDALL ESTATES NO. 2 (L.39 OF PLATS, PGS.26-28); THENCE N00°52'04"W 10.00 FEET; THENCE S89°34'14"E 66.02 FEET; THENCE S00°52'04"E 10.00 FEET TO THE SW CORNER OF LOT 28 OF SAID RANDALL ESTATES NO. 2; THENCE S89°34'14"E 379.71 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE POINT OF BEGINNING. PARCEL CONTAINS 14 ACRES, MORE OR LESS.



TYPICAL RESIDENTIAL CROSS SECTION



PRELIMINARY PLAT PEARLINE ESTATES

FOR: BASS RIVER DEVELOPMENT, LLC
ATTN: JOSH THURKETTLE
9829 LAKE MICHIGAN DRIVE
WEST OLIVE, MI 49460
IN: PART OF THE NW 1/4, SECTION 26, T7N, R14W,
ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

REVISIONS:

NO.	DATE	DESCRIPTION
1	10/20/22	Rev. per Township Planning (dgb)
2	10/05/22	FIXED TREES (dgb)
3	9/23/22	Rev. per Township Review. (dgb)
4	8/17/22	Rev. per O.C.R.C. (dgb)



DRAWN BY: JB
APPROVED BY: TRS
FILE NO.: 221077E

PROJ. ENG.: TRS
DATE: 07/20/22

SHEET
1 of 1



County of Ottawa
Office of the Water Resources Commissioner

Joe Bush
Commissioner

Josiah Timmermans
Chief Deputy

12220 Fillmore Room 141 West Olive, MI 49460 Ph.(616) 994-4530 FAX (616) 994-4529 Email waterresourcescommissioner@miottawa.org

September 12, 2022

Jay Schippers
Bass River Development
9829 Lake Michigan Dr.
West Olive, MI 49460

RE: Pearline Estates- **Preliminary Plan Drainage Approval**
70-09-26-400-013
Quarter SE, Section 26, Allendale Township

Dear Mr. Shippers,

Upon recommendation of our reviewing engineer, OCWRC hereby grants **Preliminary Plat Drainage Approval** for Pearline Estates as shown on the construction plan submitted by Todd Stuive P.E., Exxel Engineering dated June 20, 2022, respectively.

As conditions of approval, please reference the recommendations from our reviewing engineer, Mr. David Schultz, P.E. in his letter dated September 5, 2022 which was previously sent to you. Those recommendations should be incorporated into the design as you move forward with your construction plan submittal.

Construction plan approval shall not be issued until OCWRC has received and reviewed acceptable plans and storm water calculations, as well as the appropriate fees for this next step in the process. Construction plan review fees shall be calculated by the developer's engineer per the current fee schedule at the time of submittal.

Final approval shall be granted only after receiving and reviewing all final documents, and payment of all applicable fees incurred.

If you have any questions, please contact me at (616) 994-4530.

Sincerely,

Joe Bush
County of Ottawa
Water Resources Commissioner

JB/jap

c: Mr. Todd Stuive, P.E., Exxel Engineering



Ottawa County[®]

Clerk | Register of Deeds

Justin F. Roebuck
County Clerk | Register of Deeds

Renee E. Kuiper
Chief Deputy County Clerk

Rachel A. Sanchez
Chief Deputy Register of Deeds

August 30, 2022

Exxel Engineering, Inc.
5252 Clyde Park Ave., SW
Grand Rapids, MI 49509

Attention: Todd R. Stuive

RE: Pearline Estates
Section 26
Allendale Township

Dear Mr. Stuive,

The preliminary plat for Pearline Estates (Allendale Township, Section 26), was received by the Ottawa County Plat Board and reviewed for information at a regular meeting on August 30, 2022. The preliminary plat was approved. Please be advised that if the property in question has taxes owing on it, these taxes will need to be paid before the final plat will be approved.

If relevant, please note the board will need all open spaces/parks to have assigned parcel numbers and ownership of these open spaces/parks will need to be established prior to submitting the final plat. Please give us a call if you have any questions at (616) 994-4510.

Sincerely,

Justin F. Roebuck
Clerk Ottawa County Plat Board



Ottawa County Road Commission
14110 Lakeshore Drive
Grand Haven, Michigan 49417
(616) 842-5400
permits@ottawacorc.com

September 21, 2022

Mr. Todd Stuve, P.E.
Exxel Engineering
5252 Clyde Park SW
Grand Rapids, MI 49509

**RE: Pearline Estates Preliminary Plat
Northwest of 56th Avenue and Pierce Street
Section 26, Allendale Charter Township**

Dear Mr. Stuve:

This letter is to inform you that at the regular meeting of the Board of County Road Commissioners (the "Board"), County of Ottawa held on 9/8/22, the Board approved the preliminary plat, revised 8/17/22, for the above-mentioned project.

If you have any questions, please feel free to contact me at (616) 842-5400.

Sincerely,

Jerry Kuiper
Special Services Aide

CC: Joe Bush, Ottawa County Water Resources Commissioner
Jessica Pieri, Ottawa County Water Resources Commission
Adam Elenbaas, Allendale Charter Township
File



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



DANIEL EICHINGER
ACTING DIRECTOR

February 24, 2023

VIA EMAIL

James A. Swanson
Exxel Engineering, Inc.
5262 Clyde Park, S.W.
Grand Rapids, Michigan 49509

Dear James Swanson

SUBJECT: File No. LDA-00050;
Pearline Estates Subdivision; no watercourse
Section 26, T7N, R14W;
Allendale Township; Ottawa County

The preliminary plat of the above subject, Pearline Estates Subdivision, which includes lots 1 through 26, is conditionally approved by the Department of Environment, Great Lakes, and Energy under Sections 116 and 117 of the Land Division Act, 1967 PA 288, as amended (Act 288). The development does not embrace public waters, nor is it encroached upon by floodplains. Therefore, the Department of Environment, Great Lakes, and Energy (EGLE) has no authority under these sections.

This letter grants no permit. Our declaration of no authority under Sections 116 and 117 does not obviate the necessity of obtaining permits from EGLE prior to any construction, filling, or excavation within a regulated wetland area. Permit application and wetland assessment forms may be downloaded from the EGLE website at <https://www.michigan.gov/egle> or are available upon request. Note that the \$500.00 fee paid for this review may be credited toward future Water Resources Division permit fees related to this project.

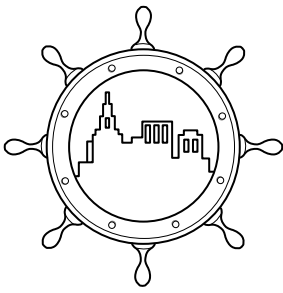
A copy of the preliminary plat has been stamped "No Authority under Sections 116 and 117 of PA 288" and is being returned with this letter. If you have any further questions, please contact me at 517-256-4458, FuscoM@Michigan.gov, or Department of Environment, Great Lakes, and Energy, Water Resources Division, Hydrologic Studies Program, P.O. Box 30458, Lansing, Michigan 48909

Sincerely,

A handwritten signature in blue ink that reads "M. Fusco, Jr., M.S., P.E.".

Mario Fusco, Jr., M.S., P.E., Supervisor
Hydrologic Studies Program
Water Resources Division
517-256-4458

Attachment: Preliminary Plat
cc: Ottawa County Plat Board
Allendale Township Clerk
Allendale Township Building Official
Josh Therkettle, Developer
Nick Clever, LARA (w/plat)
Bonnie Broadwater, EGLE



Fresh Coast Planning

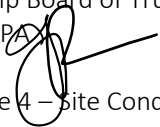
950 Taylor Avenue, Ste 200
Grand Haven, MI 49417
www.freshcoastplanning.com

Gregory L. Ransford, MPA
616-638-1240
greg@freshcoastplanning.com

Julie Lovelace
616-914-0922
julie@freshcoastplanning.com

Kevin Yeomans
616-821-4969
kevin@freshcoastplanning.com

MEMORANDUM

To: Allendale Charter Township Board of Trustees
From: Gregory L. Ransford, MPA 
Date: February 9, 2023
Re: Hidden Shores West Phase 4 – Site Condominium Application

Pursuant to Section 3.14 - Condominium Project Approval of the Allendale Charter Township Zoning Ordinance (ACTZO), attached is a site condominium from Nederveld, Incorporated on behalf of Grand Valley Developers, LLC to establish Phase 4 of Hidden Shores West, which consists of 25 units and related infrastructure. The property is located within the Hidden Shores West Planned Unit Development, which is at the northeast corner of 78th Avenue and Pierce Street. The proposed site condominium matches the layout authorized by the related Hidden Shores West Planned Unit Development.

Planning Commission Action

The Allendale Charter Township Planning Commission (ACTPC) reviewed the Site Condominium Plan at their January 16, 2023 meeting and their February 6, 2023 meeting, at the latter of which a public hearing was conducted. No public comments were provided.

Recommendation

The ACTPC provided a recommendation of approval of the site condominium as presented, by a unanimous vote of 6-0.

Suggested Conditions

While the ACTPC recommended approval as presented, we did provide the ACTPC a short list of conditions to consider, which we repeat below for your convenience. These were not included with their motion.

- All utilities shall be installed underground
- The Master Deed is appropriately updated, to the satisfaction of the Township Attorney, with Phase 4 exhibits prior to construction
- The applicant shall submit a surety bond or bank letter of credit in the amount recommend by the Township Engineer in order to guarantee that the sidewalks, street trees, and other site improvements included in the Final Development Plan will be properly installed
- All stockpiles are stabilized in accordance with the Soil Erosion and Sedimentation Control Agency requirements

Board of Trustees Responsibilities

Review Procedure

Pursuant to Section 3.14 of the ACTZO, the Allendale Charter Board of Trustees shall review the Site Condominium Plan and recommendation from the ACTPC in compliance with said section as well as the requirements of the Michigan Condominium Act, as amended. For your reference, below is a copy of the introduction of Section 3.14 of the ACTZO which outlines your review action.

Section 3.14 Condominium Project Approval

Pursuant to authority conferred by Section 141 of the Condominium Act, Act 59 of 1978, (MCL 559.101 et.seq.) as amended, all condominium subdivision plans must be approved by the Township Board after receiving a recommendation from the Planning Commission. In determining whether to approve a condominium subdivision plan, the Township Board shall consult with the Zoning Administrator, Township Attorney, and Township Engineer regarding the adequacy of the master deed, deed restrictions, utility systems and streets, subdivision layout and design, and compliance with all requirements of the Condominium Act.

Similar to a Planned Unit Development or a plat application, a site condominium is reviewed and approved in the same manner. No public hearing is required before the Board of Trustees.

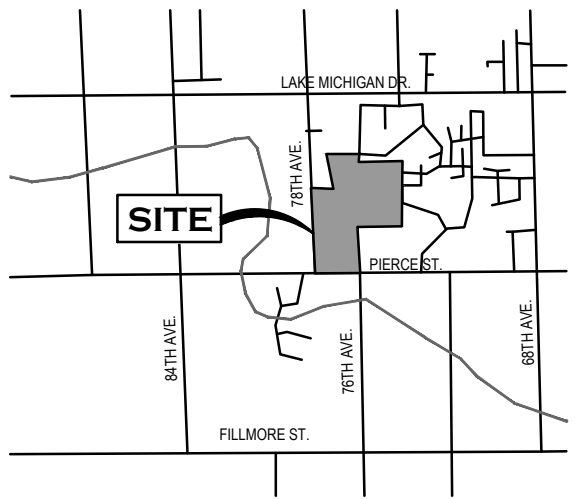
If you have any questions, please let us know.

GLR
Planner

Attachments

HIDDEN SHORES WEST PHASE 4

ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN



LOCATION MAP
NOT TO SCALE





NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS

PREPARED FOR:

Grand Valley Development, LLC
Mitch Koster
6410 Lake Michigan Drive
Allendale, MI 49401
Phone: 616.988.8888

REVISIONS:

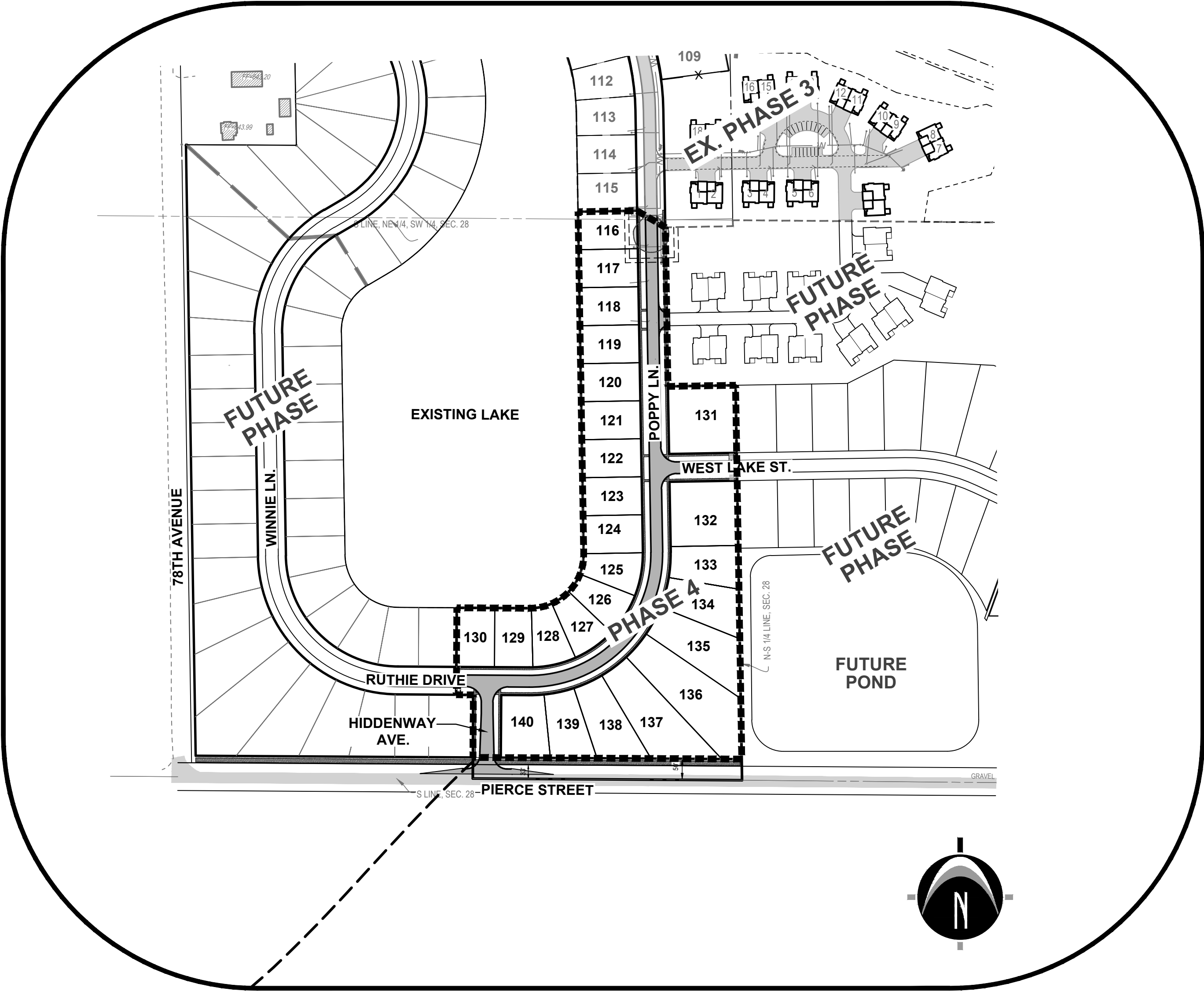
Title: Preliminary Plan		
Drawn: S. Kell	Checked: J. Barr	Date: 11/02/2022
Title: OCWRC Review		
Drawn: S. Kell	Checked: J. Barr	Date: 11/22/2022
Title: Township Comments		
Drawn: S. Kell	Checked: J. Barr	Date: 12/05/2022
Title: OCRC Review		
Drawn: S. Kell	Checked: J. Barr	Date: 12/07/2022
Title: Township Re-Submittal		
Drawn: Scott / Brad	Checked: J. Barr	Date: 12/27/2022
Title: OCRC Review		
Drawn: S. Kell	Checked: J. Barr	Date: 01/06/2023
Title: Township Re-Submittal		
Drawn: S. Kell	Checked: J. Barr	Date: 01/11/2023

UTILITY COMPANY CONTACTS

Gas	DTE	Joanne Steiner	(616) 632-2747
Electric	Consumers Energy	Matt Garvin	(616) 494-5319
Telephone	AcenTek	Ron Borst	(616) 892-0144
Cable	Charter Communications	Robert Jaworowski	(616) 550-1863

SHEET INDEX

Cover Sheet	C-100	Page 1
Overall Development Plan	C-101	Page 2
Existing Site Conditions Plan	C-201	Page 3
Site Layout Plan	C-205	Page 4
Preliminary Utility & Grading Plan	C-400	Page 5

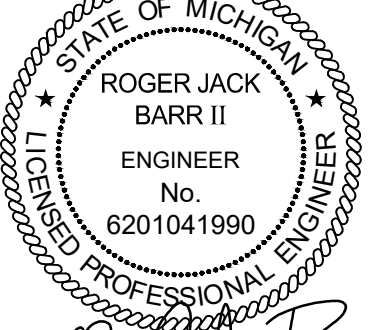


**HIDDEN SHORES WEST
PHASE 4**

COVER SHEET

PART OF THE NORTHWEST 1/4 OF SECTION 28, T7N, R14W,
ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:



EMAIL: JBARR@NEDERVELD.COM

PROJECT NO:
22200818

SHEET NO:
C-100

LEGAL DESCRIPTION - PHASE 4

The land referred to in this Commitment is described as follows:

Part of the Southwest 1/4 of Section 28, Town 7 North, Range 14 West, Allendale Township, Ottawa County, Michigan, described as: Beginning at the South 1/4 corner of said Section 28; thence S89°56'50"W 637.44 feet along the South line of said Section 28; thence N00°02'57"W 198.05 feet; thence S89°57'03"W 40.34 feet; thence N00°02'57"W 206.00 feet; thence N89°57'03"E 172.54 feet; thence Northeasterly 202.41 feet along a 127.00 foot radius curve to the left, said curve having a central angle of 91°18'58", and a chord bearing N44°17'34"E 181.66 feet; thence N01°21'55"W 810.00 feet; thence N88°38'04"E 140.00 feet along the South line of Unit 115, Hidden Shores West, Ottawa County Condominium Subdivision Plan No. 613; thence S59°52'58"E 77.39 feet; thence S01°21'56"E 376.68 feet; thence N88°38'04"E 159.94 feet; thence S01°21'49"E 935.37 feet along the North-South 1/4 line of said section to the Point of Beginning. Contains 12.51 acres. Subject to easements, restrictions and rights-of-way of record. Also subject to highway right-of-way for Pierce Street over the most Southerly 33 feet thereof.

BENCHMARKS

BENCHMARK #100 ELEVATION ——— 642.52 (NGVD29)

Railroad spike in south side of power pole located 46± north of the centerline of Pierce Street and 625± east of the centerline of 78th Avenue.

BENCHMARK #105 ELEVATION ——— 638.70 (NGVD29)

Railroad spike in the east side of power pole located in the northwest quadrant of Pierce Street and 78th Avenue.

ORIGIN BASED ON "HIDDEN SHORES"

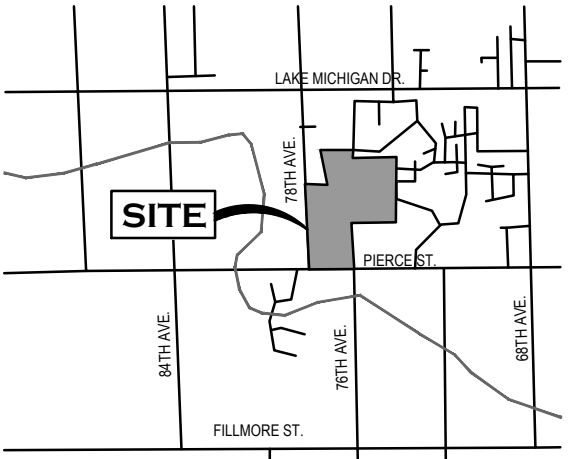
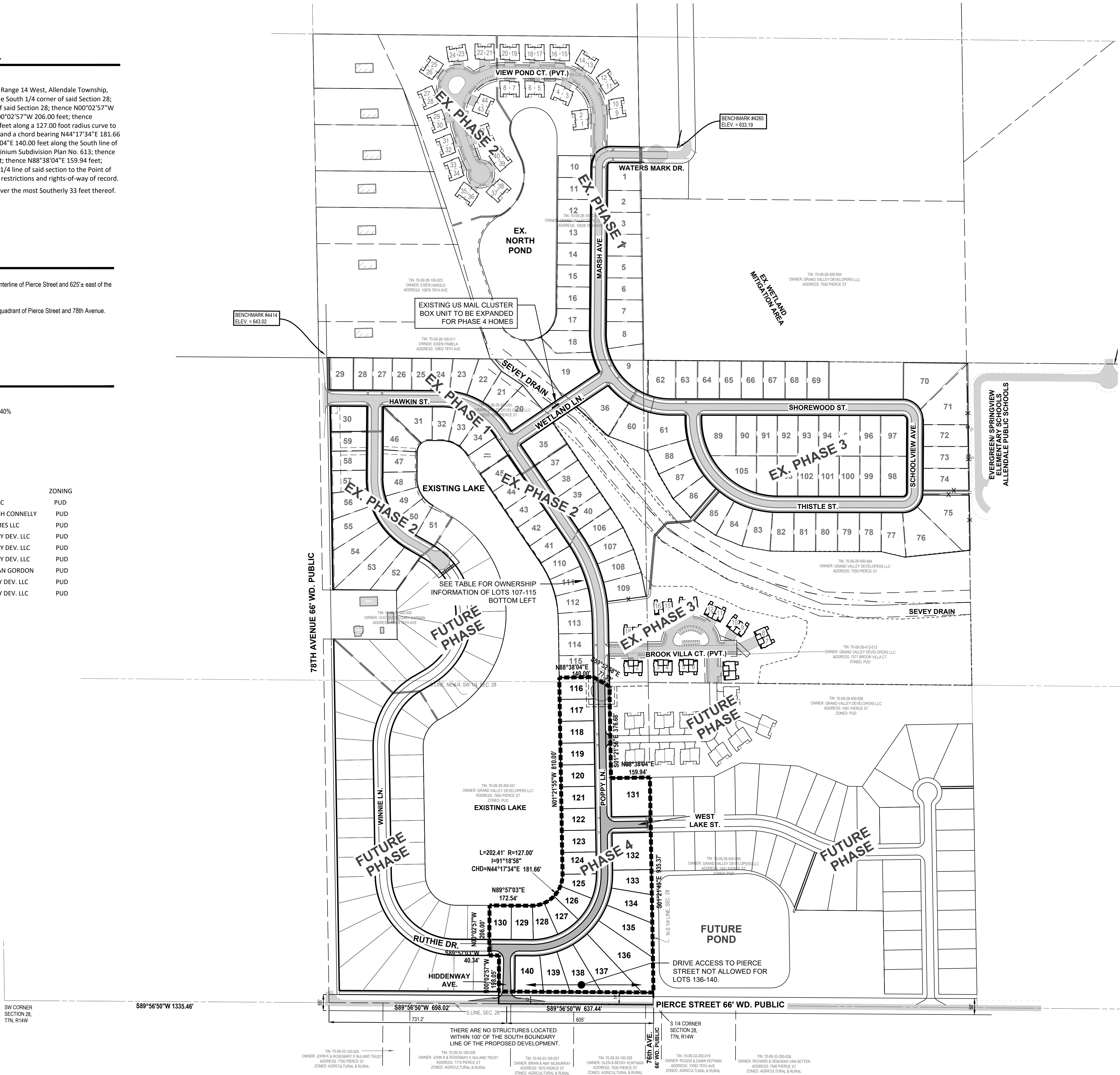
SOIL TYPES

COLOMA LOAMY SAND, 0 - 6 PERCENT SLOPES = ±60%

GRANBY LOAMY SAND, LAKE PLAIN, 0 - 2 PERCENT SLOPES = ±40%

OWNERSHIP TABLE:

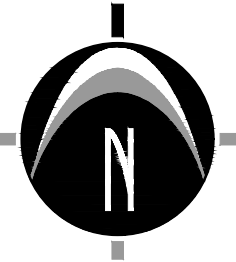
LOT NUMBER	TIN	OWNER	ZONING
107	70-09-28-329-007	JTB HOMES LLC	PUD
108	70-09-28-329-008	RACHEL & JOSH CONNELLY	PUD
109	70-09-28-329-009	INTERRA HOMES LLC	PUD
110	70-09-28-328-017	GRAND VALLEY DEV. LLC	PUD
111	70-09-28-328-018	GRAND VALLEY DEV. LLC	PUD
112	70-09-28-328-019	GRAND VALLEY DEV. LLC	PUD
113	70-09-28-328-020	LEROY & SUSAN GORDON	PUD
114	70-09-28-328-021	GRAND VALLEY DEV. LLC	PUD
115	70-09-28-328-022	GRAND VALLEY DEV. LLC	PUD



LOCATION MAP
NOT TO SCALE

LEGEND

PROPOSED BITUMINOUS
PHASE BOUNDARY



0' 100' 200' 400'
SCALE: 1" = 200'

NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS

PREPARED FOR:

Grand Valley Development, LLC
Mitch Koster
6410 Lake Michigan Drive
Allendale, MI 49401
Phone: 616.988.8888

REVISIONS:

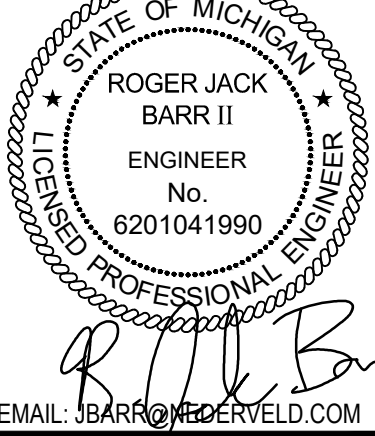
Title: Preliminary Plan	Drawn: S. Kell	Checked: J. Barr	Date: 11/02/2022
Title: OCWRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 11/22/2022
Title: Township Comments	Drawn: S. Kell	Checked: J. Barr	Date: 12/05/2022
Title: OCRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 12/07/2022
Title: Township Re-Submittal	Drawn: Scott / Brad	Checked: J. Barr	Date: 12/27/2022
Title: OCRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 01/06/2023
Title: Township Re-Submittal	Drawn: S. Kell	Checked: J. Barr	Date: 01/11/2023

HIDDEN SHORES WEST PHASE 4

Overall Development Plan

PART OF THE NORTHWEST 1/4 OF SECTION 28, T7N, R14W,
ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:



PROJECT NO:
22200818

SHEET NO:
C-101

Title: Preliminary Plan
Drawn: S. Keil Checked: J. Barr Date: 11/02/2012

Title: OCWRW Review
Drawn: S. Keil Checked: J. Barr Date: 11/22/2012

Title: Township Comments
Drawn: S. Keil Checked: J. Barr Date: 12/05/2012

Title: OCRC Review
Drawn: S. Keil Checked: J. Barr Date: 12/07/2012

Title: Township Re-Submittal
Drawn: Scott / Brad Checked: J. Barr Date: 12/27/2012

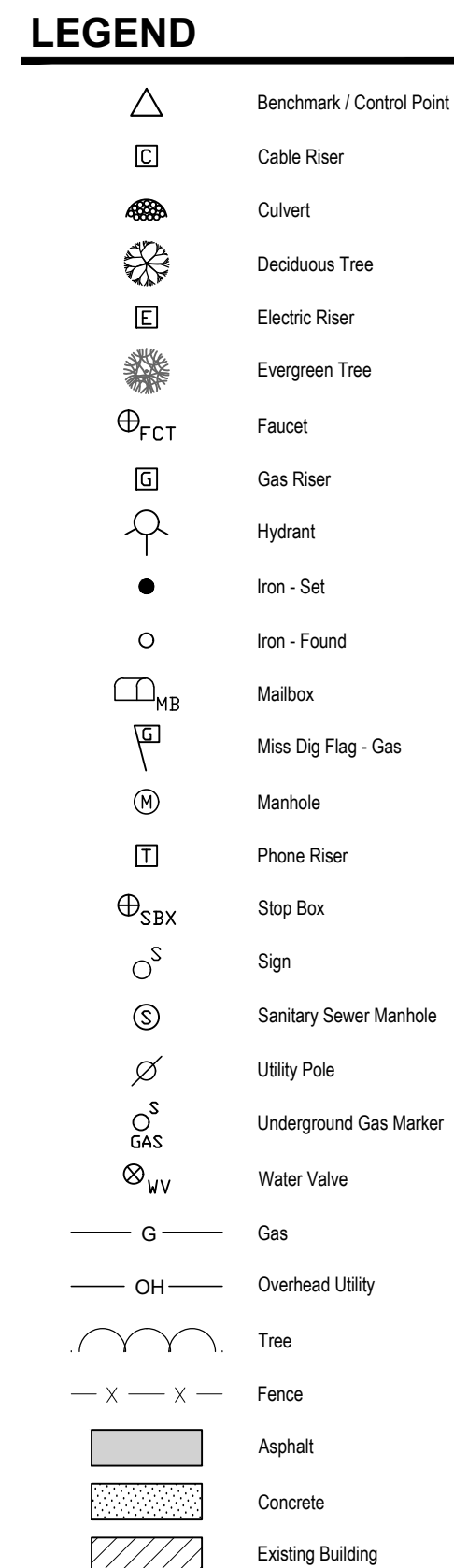
Title: OCRC Review
Drawn: S. Keil Checked: J. Barr Date: 01/06/2013

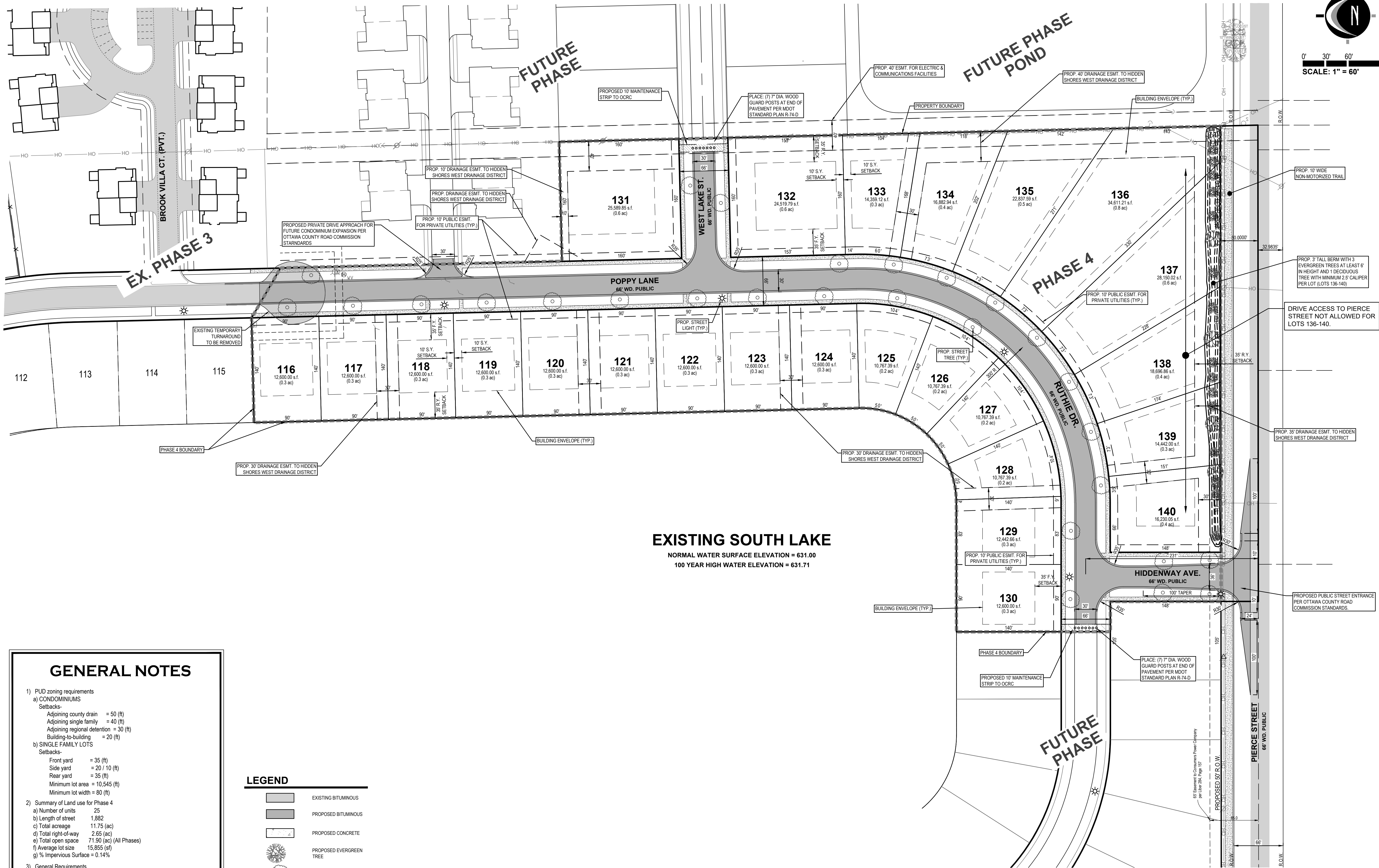
Title: Township Re-Submittal
Drawn: S. Keil Checked: J. Barr Date: 01/11/2013

Existing Site Conditions Plan

PART OF THE NORTHWEST 1/4 OF SECTION 28, T7N, R14W,
ALL ENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

SHEET NO:
C-201





NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS

PREPARED FOR:
Grand Valley Development, LLC
Mitch Koster
6410 Lake Michigan Drive
Allendale, MI 49401
Phone: 616.988.8888

REVISIONS:

Title: Preliminary Plan	Drawn: S. Kell	Checked: J. Barr	Date: 11/02/2022
Title: OCWRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 11/22/2022
Title: Township Comments	Drawn: S. Kell	Checked: J. Barr	Date: 12/05/2022
Title: OCRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 12/07/2022
Title: Township Re-Submittal	Drawn: Scott / Brad	Checked: J. Barr	Date: 12/27/2022
Title: OCRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 01/06/2023
Title: Township Re-Submittal	Drawn: S. Kell	Checked: J. Barr	Date: 01/11/2023

HIDDEN SHORES WEST
PHASE 4
Site Layout Plan

PART OF THE NORTHWEST 1/4 OF SECTION 28, T7N, R14W,
ALLLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

STATE OF MICHIGAN
ROGER JACK BARR II
ENGINEER
No. 6201041990
PROFESSIONAL ENGINEER
EMAIL: RBARR@NEDERVELD.COM

PROJECT NO:
22200818

SHEET NO:
C-205

PREPARED FOR:

Grand Valley Development, LLC
Mitch Koster
6410 Lake Michigan Drive
Allendale, MI 49401
Phone: 616.988.8888

REVISIONS:

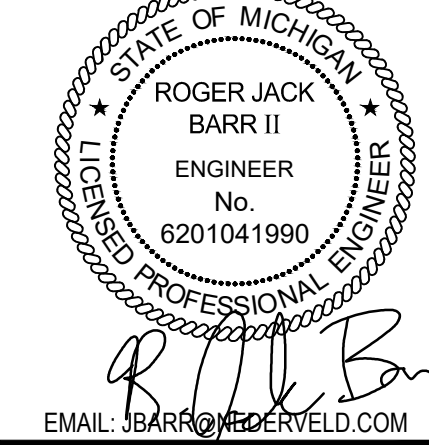
Title: Preliminary Plan	Drawn: S. Kell	Checked: J. Barr	Date: 11/02/2022
Title: DCWRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 11/22/2022
Title: Township Comments	Drawn: S. Kell	Checked: J. Barr	Date: 12/05/2022
Title: OCRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 12/07/2022
Title: Township Re-Submittal	Drawn: Scott / Brad	Checked: J. Barr	Date: 12/27/2022
Title: OCRC Review	Drawn: S. Kell	Checked: J. Barr	Date: 01/06/2023
Title: Township Re-Submittal	Drawn: S. Kell	Checked: J. Barr	Date: 01/11/2023

**HIDDEN SHORES WEST
PHASE 4**

Preliminary Utility & Grading Plan

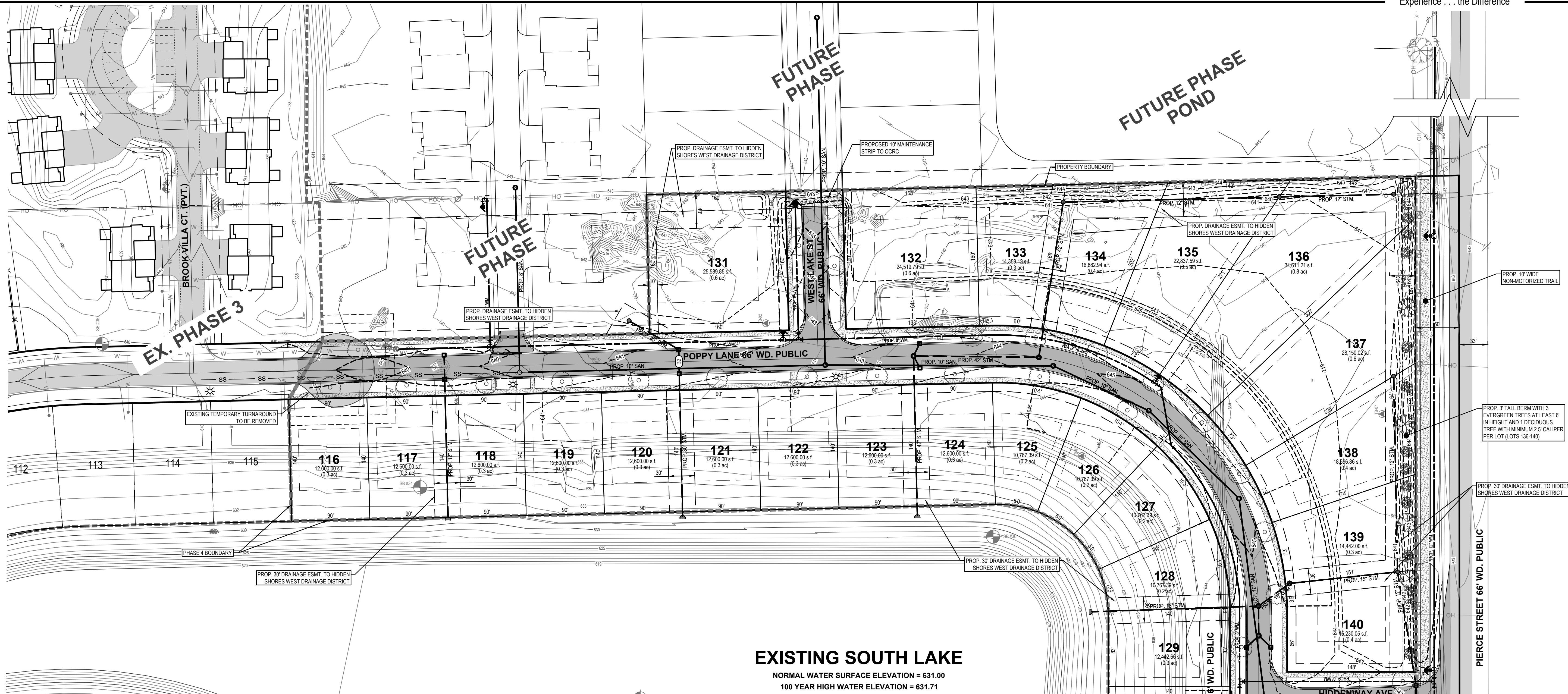
PART OF THE NORTHWEST 1/4 OF SECTION 28, T7N, R14W,
ALLENDALE TOWNSHIP, OTTAWA COUNTY, MICHIGAN

STAMP:

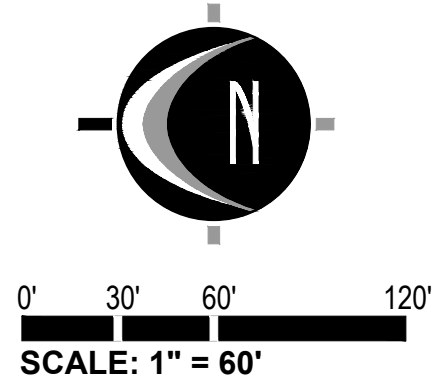


PROJECT NO:
22200818

SHEET NO:
C-400



EXISTING SOUTH LAKE
NORMAL WATER SURFACE ELEVATION = 631.00
100 YEAR HIGH WATER ELEVATION = 631.71



811 Know what's below.
CALL before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

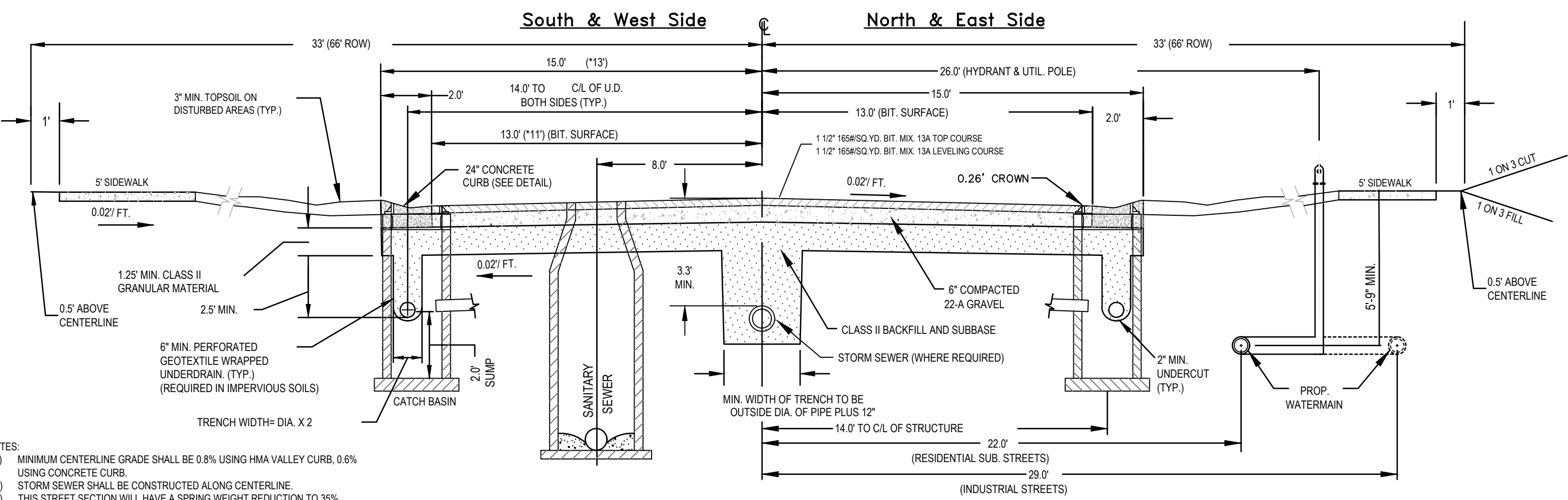
NOTE:
EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO ANY CONSTRUCTION.

LEGEND

- EXISTING BITUMINOUS
- PROPOSED BITUMINOUS
- EXISTING GRADE CONTOUR (INDEX)
- EXISTING GRADE CONTOUR (INTERMEDIATE)
- EXISTING WATERMAIN
- SS - EXISTING SANITARY SEWER
- ST - EXISTING STORM SEWER
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GRADE CONTOUR
- SOIL BORING LOCATION
- PROP. EVERGREEN TREE
- PROP. STREET TREE
- PROP. DECIDUOUS TREE

SOIL BORINGS

SB #30 12/704 0.0 - 0.6' Topsoil 0.6 - 6.0' Sand, Fine to Very Fine, Trace Silt, Light Brown/Orange Mottled, Moist to Wet 6.0 - 12.0' Sand, Fine to Very Fine, Light Brown, Moist to Wet 12.0' - 25.0' Clay, Brown, Silty 25.0' EOB Water Level @ 6.0' (635.0) Cave in @ 6.0' Sieve Analysis @ 5' Yes Sieve Analysis @ 10' Yes	SB #31 12/704 0.0 - 1.2' Topsoil 1.2 - 8.0' Sand, Very Fine to Medium, Silty, Dark Brown, Moist to Wet, Swamp Odor 8.0' - 18.0' Sand, Fine to Very Fine, Light Brown, Wet 18.0' - 23.5' Sand, Fine to Medium, Light Brown, Wet 23.5' - 25.0' Clay, Brown, Silty 25.0' EOB Water Level @ 4.5' (634.5) Cave in @ 4.5' Sieve Analysis @ 5' Yes Sieve Analysis @ 12' Yes Sieve Analysis @ 23' Yes	SB #32 12/704 0.0 - 0.6' Topsoil 0.6 - 15.0' Sand, Fine to Very Fine, Light Brown 15.0' - 19.0' Sand, Fine to Medium, Light Brown, Wet 19.0' - 25.0' Clay, Gray, Silty 25.0' EOB Water Level @ 11.5' (636.0) Cave in @ 13.5' Sieve Analysis @ 5' Yes Sieve Analysis @ 8-10' Yes Sieve Analysis @ 19' Yes	SB #33 12/704 0.0 - 0.6' Topsoil, Sandy 0.6 - 15.0' Sand, Fine to Medium, Reddish Brown, Dry 15.0' - 25.0' Sand, Fine to Very Fine, Light Brown, Wet at 12' 25.0' EOB Water Level @ 12.0' (634.0) Cave in @ 12' Sieve Analysis @ 5' Yes Sieve Analysis @ 20-25' Yes	SB #34 12/704 0.0 - 0.6' Topsoil, Sandy 0.6 - 7.0' Sand, Fine to Very Fine, Light Brown 7.0' - 18.0' Sand, Fine to Medium, Brown 18.0' - 25.0' Sand, Fine to Very Fine, Light Brown, Wet 25.0' EOB Water Level @ 13.5' (635.0) Cave in @ 13.5' Sieve Analysis @ 5' Yes Sieve Analysis @ 8-10' Yes Sieve Analysis @ 25' Yes	SB #35 12/604 0.0 - 1.3' Topsoil, Sandy 1.3 - 7.0' Sand, Fine to Medium, Brown, Dry 7.0' - 12.0' Sand, Fine to Medium, Brown, Moist 12.0' - 15.0' Sand, Very Fine to Medium, Brown, Wet 15.0' - 19.0' Sand, Very Fine to Medium, Silty, Grayish Brown, Wet 19.0' - 25.0' Clay, Grayish Brown, Silty 25.0' EOB Water Level @ 10.3' (636.0) Cave in @ 10.5' Sieve Analysis @ 4.5' Yes Sieve Analysis @ 19' Yes
---	--	--	---	--	---



- NOTES:
- MINIMUM CENTERLINE GRADE SHALL BE 0.8% USING HMA VALLEY CURB, 0.6% USING CONCRETE CURB.
 - STORM SEWER SHALL BE CONSTRUCTED ALONG CENTERLINE.
 - THIS STREET SECTION WILL HAVE A SPRING WEIGHT REDUCTION TO 35%.
 - THE TOP OF THE EDGE OF THE HMA SURFACE SHALL BE BUILT TO A MINIMUM OF 3" ABOVE THE HIGH WATER TABLE.
- * FOR DEAD END STREETS LESS THAN 800' IN LENGTH WITH PERMANENT TURN AROUND (OPTIONAL)

**OTTAWA COUNTY ROAD COMMISSION
TYPICAL RESIDENTIAL SECTION W/ CONCRETE CURB**

Allendale Charter Township Fire Department

FIRE DEPARTMENT

FIRE CHIEF
MICHAEL KEEFE

DEPUTY CHIEF
RANDY BOSCH

CAPTAIN
BUSINESS
FIRE INSPECTOR
TONY DOLCE

LIEUTENANT
TRAINING OFFICER
SCOTT HARKES

LIEUTENANT
RENTAL INSPECTOR
KYLE GARLANGER

LIEUTENANTS
WILLIAM
O'DONNELL
BRUCE NAGELKIRK
DAVE MARSHALL
STEVE WOLBRINK

SERGEANTS
CHRIS HOLMES
NICK RICHARDS
DOUG ANDERSON
JOE FLAGSTADT
TROY TELLER
ERIC BUSSCHER



November 18, 2022

Gregory Ransford, Planner
Planning Commission
6676 Lake Michigan Drive

RE: Hidden Shores West Phase 4
Grand Valley Development, LLC
Mitch Koster
6401 Lake Michigan Drive
Allendale MI 49401

Greg:

Site plan for Hidden Shores West Phase 4 has been completed by Allendale Fire. Hydrant spacing is not adequate on current print. Fire hydrant spacing will have to meet the *IFC 2012 Table C105.1*. Fire hydrants can not be spaced more than 500' between hydrants.

Respectfully submitted

Capt. Tony Dolce
Fire Inspector
Allendale Fire Department

6676 Lake Michigan Dr., P O Box 539, Allendale MI 49401-0539

Phone: 616-895-6295 Fax: 616-895-6295 ext. 1116 www.allendale-twp.org mikekeefe@allendale-twp.org

Allendale Public Utilities

December 5, 2022

Mr. Greg Ransford
Fresh Coast Planning
119 1/2 Washington Avenue, Studio B
Grand Haven, MI 49417

Hidden Shores West IV

Mr. Ransford,

This review is regarding the water and sewer for Hidden Shores West IV. I have consulted with Bruce to address his concerns with the water and sewer. The watermain currently ends at the school property. The plans show the watermain being continued to the new entrance and then stops. The watermain for this phase of the project will need to continue to 78th Ave. This will satisfy previous agreements made. The sewer main is showing to be installed from Pierce into the project. This piece of sewer should be removed as master planning has a new trunk sewer being run down Pierce to 56th Ave. We do not want to overburden the sewer within the project by having future developments tie into this point. If you have any questions or concerns please feel free to contact me.

The Public Utility Department reserves the right to make additional comments as needed.

Thank you,



Chad E. Doornbos
Superintendent of Public Utilities
Allendale Charter Township



Since 1911

Ottawa County Road Commission

14110 Lakeshore Drive
Grand Haven, Michigan 49417
(616) 842-5400
permits@ottawacorc.com

January 13, 2023

Mr. Jack Barr, P.E.
Nederveld
217 Grandville Ave. SW, Suite 302
Grand Rapids, MI 49503

**RE: Preliminary Plan for Hidden Shores West No. 4
Pierce Street and 78th Avenue
Section 28, Allendale Charter Township**

Dear Mr. Barr:

This letter is to inform you that at the regular meeting of the Board of County Road Commissioners (the "Board"), County of Ottawa held on January 12, 2023, the Board approved the preliminary plan, revised 01/06/2023, for the above-mentioned project.

If you have any questions, please feel free to contact me at (616) 842-5400.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jerry Kuiper".

Jerry Kuiper
Special Services Aide

CC: Joe Bush, Ottawa County Water Resources Commissioner
Jessica Pieri, Ottawa County Water Resources Commission
Adam Elenbaas, Allendale Charter Township
File





County of Ottawa
Office of the Water Resources Commissioner

Joe Bush
Commissioner

Josiah Timmermans
Chief Deputy

12220 Fillmore Room 141 West Olive, MI 49460 Ph.(616) 994-4530 FAX (616) 994-4529 Email waterresourcescommissioner@miottawa.org

December 19, 2022

Mitch Koster
Grand Valley Developers, LLC
6410 Lake Michigan Drive
Allendale, MI 49401

RE: Hidden Shores West Phase 4- **Preliminary Plat Drainage Approval**
10928 78th Ave, 7550 Pierce, 7605 Pierce
Quarter NW, Section 28, Allendale Township

Dear Mr. Koster,

Upon recommendation of our reviewing engineer, OCWRC hereby grants **Preliminary Plat Drainage Approval** for Hidden Shores West Phase 4 as shown on the preliminary plan and stormwater calculations submitted by Jack Barr, P.E., Nederveld dated November 2, 2022, and November 17, 2022, respectively.

As conditions of approval, please reference the recommendations from our reviewing engineer, Mr. Ken Bosma, P.E. Prein&Newhof in his letter dated November 18, 2022 which was previously sent to you. Those recommendations should be incorporated into the design as you move forward with your construction plan submittal.

Construction plan approval shall not be issued until OCWRC has received and reviewed acceptable plans and storm water calculations, as well as the appropriate fees for this next step in the process. Construction plan review fees shall be calculated by the developer's engineer per the current fee schedule at the time of submittal. These requirements include, in part: 1) A Section 433 Drainage District (with route & course, easements and district boundaries); 2) Deed Restrictions including minimum floor and opening elevations, a block grading plan and sump lateral requirements and restrictions, and; 3) Final Certifications, including engineer's certificates, as-built drawings and surety.

Final approval shall be granted only after receiving and reviewing all final documents, and payment of all applicable fees incurred.

If you have any questions, please contact me at (616) 994-4530.

Sincerely,

Joe Bush
County of Ottawa
Water Resources Commissioner



County of Ottawa

Office of the Water Resources Commissioner

Joe Bush
Commissioner

Josiah Timmermans
Chief Deputy

12220 Fillmore Room 141 West Olive, MI 49460 Ph.(616) 994-4530 FAX (616) 994-4529 Email waterresourcescommissioner@miottawa.org

JB/jap

c: Mr. Jack Barr, P.E., Nederveld
Mr. Ken Bosma, P.E., Prein&Newhof
Mr. John Gutierrez, P.E., OCRC
Mr. Adam Elenbaas, Supervisor of Allendale Charter Township

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT, hereinafter referred to as the "**Lease**," is hereby effective May 1, 2023, and is by and between ALLENDALE CHARTER TOWNSHIP, a Michigan municipal corporation, of 6676 Lake Michigan Drive, Allendale, MI 49401, hereinafter referred to as "**Lessor**", and Rick Van Rhee, of 6270 Lincoln St., Allendale, MI 49401 hereinafter referred to as "**Lessee**". Together, Lessor and Lessee are hereinafter referred to as the "**parties**."

In consideration of the covenants, terms and conditions herein contained, the parties agree as follows:

1. Leased Premises. Lessor leases to the Lessee and Lessee leases from the Lessor those lands and premises situated in the Township of Allendale, County of Ottawa, State of Michigan, commonly known as 12657 60th Avenue, Allendale, MI, and legally described as set forth in **Exhibit A** attached hereto and made a part hereof, consisting of 9 acres, more or less (the "**Premises**"). Lessee specifically agrees and understands that the Lessor does not warrant access to the Premises, Lessor is solely responsible for securing access to the Premises from neighboring property owner(s). No access to the Premises is permitted through or across the Allendale Charter Township Cemetery, located east of the Premises.

2. Use of Premises. The Lessee shall occupy and use the Premises for agricultural and horticultural purposes only, including the planting, growing and harvesting of row crops, small grains and legumes and as pasture land or fallow in accordance with generally accepted agricultural and management practices. Lessee shall practice good husbandry with regard to Lessee's general farming operations, controlling of disease and the control of noxious weeds so as to prevent loss of topsoil and other damage or injury to the Premises or to adjacent lands. Lessee shall keep the Premises tilled, mowed and drained and shall not permit any condition to occur thereon which could make them unsuitable or unusable in the future for agricultural purposes. Lessee is also responsible for maintaining insurance for the Premises, as further required by this Lease.

Lessee shall not use the Premises, or any portion thereof, for any other purpose whatsoever, including, but not limited to, residential or commercial uses or the mining of any minerals, without the prior written consent of Lessor. Lessee shall not nor shall Lessee permit any auction, liquidation, or going out of business or bankruptcy sale to be conducted upon or involving the Premises.

Lessee shall further observe and comply with all laws, ordinances, statutes, rules and regulations of all governmental units and public authorities relating to the use of the Premises, and shall obtain at Lessee's sole expense all permits and licenses which may be required for Lessee's use of the Premises.

3. Term. The term of this Lease shall commence effective May 1, 2023, and shall continue for a period of five years unless sooner terminated as provided herein.

4. Rental. Lessee shall pay and Lessor shall accept as rental for each year of the term of this Lease the total sum of ONE HUNDRED FIFTY DOLLARS AND NO/100 DOLLARS (\$150.00), payable in advance, the receipt thereof being hereby acknowledged, which rental sum shall be payable annually thereafter, in advance, on or before April 1 of each year. In addition, Lessee shall pay all taxes, insurance, utility service and government charges caused by its use and occupancy of the Premises.

5. Payment. All annual rental payments shall be made to Lessor at its above-stated address or such other address as Lessor shall specify by written notice to Lessee. Payments shall be made by cash, check subject to collection, or negotiable money order.

6. Prior Inspection. Lessee acknowledges that Lessee has examined the Premises prior to the making of this Lease, that Lessee is familiar with the condition thereof, that no representation as to the condition or state of repair of the Premises, other than those expressed herein, have been made by Lessor's agents, and that Lessee hereby accepts the Premises in its present condition.

7. No Partnership. This Lease is not intended as, nor shall it be construed to establish or give rise to, a partnership or joint venture relationship between the parties.

8. No Assignment or Sublease. Lessee shall not assign or in any manner transfer or encumber this Lease, or any estate or interest herein, whether for security purposes or otherwise, by operation of law or otherwise without the prior written consent of Lessor. Lessee shall not sublet the Premises, or any part or parts thereof, or allow anyone to come in, by, through or under Lessee by management, franchise agreement or otherwise without the prior written consent of the Lessor. Consent by the Lessor to one or more assignments of this Lease or to subletting of the Premises or a portion thereof shall not operate to exhaust Lessor's rights to disapprove and prevent subsequent assignments or sublease. Acceptance of rent by the Lessor from any purported assignee or sublessee shall not waive the Lessor's right to object to any assignment of this Lease or subletting of the Premises. In the event that Lessee, with or without the previous consent of the Lessor, assigns or in any manner transfers this Lease or any estate or interest in the Premises, Lessee shall in no way be released from any of Lessee's obligations under this Lease.

9. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants to Lessee that:

(a) Authority to Enter Lease. Lessor has legal authority to enter into this Lease to the extent required by law; and

(b) Quiet Enjoyment. If Lessee shall pay the rentals and perform all covenants in accordance with this Lease and otherwise comply with all provisions, representations and warranties herein contained, Lessor shall afford Lessee peaceful and quiet enjoyment of the Premises as described in this Lease.

10. Representations, Covenants and Warranties of Lessee. Lessee hereby represents, covenants and warrants to Lessor that:

(a) Lessee's Improvements. Without the prior written approval of Lessor, Lessee shall not make nor cause or permit to be made any improvements or alterations to the Premises, or any portion thereof, or any use of the Premises other than normal farming and/or horticultural operations. Such prohibited improvements, alterations and uses shall include, but not be limited to:

(i) the construction or alteration of barns, outbuildings, bridges, structures, roads, fences, terraces, gates or windmills upon the Premises;

(ii) the cutting, removal and/or sale of any standing timber situated upon the Premises, including fruit trees planted by Lessee;

(iii) the mining, removal and/or sale of any sand, clay, gravel or other minerals found upon the Premises, or any rights thereto;

(iv) the placement, drilling, construction or excavation of any new water wells, drains, ditches, waterways, reservoirs and ponds upon the Premises; and

(v) any use or occupancy which would otherwise violate restrictions in the parties' respective insurance policies.

(b) Maintenance of the Premises. Lessee, at his sole expense, shall maintain and repair or replace, as needed and in a good and workmanlike manner, all buildings, structures, roads, bridges, fences and other improvements situated upon the Premises, whether existing before or after the execution of this Lease.

Lessee shall control soil erosion, whether by wind or water, as completely as is practicable and shall otherwise conserve the resources of the Premises.

(c) Government Programs. Without the prior written approval of Lessor, Lessee shall not participate in any government program for crop adjustment, soil conservation and contouring, open lands, wildlife preservation or otherwise to the extent any such program would encumber or restrict the use of the Premises.

(d) Liens and Encumbrances. Lessee shall not mortgage, pledge, encumber or do any other act which would operate to affect adversely Lessor's title to the Premises. Lessee shall keep the Premises and all portions thereof free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee. Lessee agrees to bond

against or discharge any construction lien within ten (10) days after written request therefor by the Lessor. Lessee shall reimburse Lessor for any and all costs and expenses, including attorneys' fees, which may be incurred by Lessor by reason of the filing of any such liens and/or the removal of the same, such reimbursement to be made within ten (10) days after receipt by Lessee from Lessor of a statement setting forth the amount of such expenses. The failure of Lessee to pay any such amount to the Lessor within the 10-day period shall carry with it the same consequences as failure to pay any installment of rental.

11. Default.

(a) Right to Reenter. In the event of any failure of Lessee to pay any rental or other charges due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee, or if Lessee shall abandon said Premises, or permit this Lease to be taken under any writ of execution, then the Lessor, in addition to other rights and remedies it may have, shall have the right upon thirty (30) days notice to declare this Lease terminated and the term ended (in which event upon the expiration of such thirty (30) day period, this Lease and the term hereof shall expire, cease and terminate with the same force and effect as though the date set forth in said notice were the date originally set forth and fixed for the expiration of the term, and Lessee shall vacate and surrender the Premises, but shall remain liable as hereinafter provided) and Lessor shall have the right to bring a summary proceeding to recover possession from the Lessee holding, and/or Lessor may in any of such events, without notice, reenter the Premises, either by force or otherwise, and dispossess, by summary proceedings or otherwise, Lessee or other occupant of the Premises and remove their effects and hold the Premises as if this Lease had not been made. If Lessee shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease, Lessor may cancel and terminate such renewal or extension agreement by written notice. In the event of reentry by the Lessor, the Lessor may remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee, without notice or resort to legal process, and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby; and further, Lessee shall not harvest or otherwise remove any crops, and/or fruit growing upon the Premises unless he shall first pay all rents and other charges for which Lessee is liable under this Lease.

(b) Right to Relet. Should the Lessor elect to reenter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, then this Lease shall terminate. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, Lessor may recover from Lessee all damages sustained by Lessor by reason of such breach, including the cost of recovering the Premises and reasonable attorneys' fees. The failure or refusal of the Lessor to relet the Premises shall not affect Lessee's liability. The terms "entry" and "reentry" are not limited to their technical meanings.

12. Termination. This Lease shall terminate upon the following events:

(a) Expiration. The term has expired.

(b) Default. An election is made to terminate this Lease under the default provisions set forth in Section 11.

13. Entry and Inspection; Surrender. Lessor's representatives and agents shall be entitled to enter the Premises for the purpose of consulting with Lessee and inspecting the Premises at reasonable times upon reasonable notice to Lessee and for the further purpose of developing and removing mineral resources. If Lessor has elected not to renew this Lease, Lessor may, at any time within ninety (90) days prior to the expiration of the initial term or the renewal term of this Lease, place upon the Premises usual "For Rent" or "For Sale" signs, and during that ninety (90) day period Lessee shall permit Lessor to show the Premises to prospective tenants or purchasers at reasonable hours and upon reasonable notice given to Lessee.

Lessor shall have the option to reenter and take possession of the Premises upon termination of this Lease. Upon termination of this Lease, Lessee shall yield the Premises in a condition similar to that as of the commencement of this Lease, reasonable wear and tear excepted. Any and all improvements made to the Premises during the term hereof shall become a part of the Premises and shall belong to the Lessor; provided that the Lessor may designate by written notice to Lessee those alterations, structures, additions and other improvements which shall be removed by Lessee at the termination of the Lease, and Lessee, at his sole expense, shall promptly remove the same and repair any damage to the Premises caused by such removal.

14. Holdover Tenancy. If Lessee remains in possession following the termination of this Lease, Lessee shall be a tenant from month to month only, and such tenancy may be terminated by either party upon giving thirty (30) days prior written notice to the other party. If Lessee remains in possession of the Premises, or any part thereof, after the termination or expiration of this Lease, Lessee shall pay Lessor Ten Dollars (\$10.00) per day for each day of such occupancy. The provisions of this clause shall not create any renewal or month-to-month tenancy and shall not operate as a waiver by Lessor of any right it might otherwise have.

15. Waste. Lessee shall not commit or suffer to be committed any waste upon the Premises and shall not commit or suffer to be committed any nuisance or other act or thing which may disturb neighboring properties.

16. Indemnification. Lessee covenants to indemnify the Lessor from and hold Lessor harmless against (except for loss or damage resulting solely from the negligence of Lessor, its agents and/or employees) any and all claims, actions, damages, liability, loss and expense, including attorneys' fees, in conjunction with loss of life, personal injury and/or damaged property arising from or out of any occurrence in, upon or at the Premises or the occupancy or use by Lessee of the Premises or any part thereof, for whatever reason, or occasioned wholly or in part by any act or omission of the Lessee or Lessee's agents, employees, invitees or licensees. In the event Lessor shall be made a party to any litigation commenced by or against the Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and actual

attorney fees incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs, expenses and reasonable attorneys fees that may be incurred in enforcing Lessee's covenants and agreements under this Lease. Lessee shall during the term of the Lease and any renewal term maintain worker's compensation and liability insurance at such levels and with such carriers as are approved by Lessor, but not to exceed reasonable amounts for an agricultural enterprise. Lessor shall be named as an additional insured party on all such policies.

17. Amendment. This Lease may be amended or modified only by a writing signed by both Lessor and Lessee.

18. Accord and Satisfaction. No payment by Lessee, or received by Lessor, of a lesser amount than the monthly rental herein stipulated shall be deemed to be other than on account of the earlier stipulated rent, nor shall any endorsement or negotiation of any check or letter accompanying any check or payment as rent be deemed in accord and satisfaction, and Lessor shall accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease or by law.

19. Insurance. As of the commencement date of the term of this Lease, Lessee shall, at its sole cost and expense, purchase and maintain in effect at all times comprehensive premises liability insurance on an occurrence basis covering the entire Premises and insuring Lessee and its agents, servants, invitees and employees and naming Lessor and its board members, officers, employees and agents as additional insured parties. Such insurance shall have limits of not less than the following:

1. \$1,000,000 for personal injury to any one person;
2. \$1,000,000 for personal injury for any one accident; and
3. \$1,000,000 for property damage.

Lessee shall provide proof of such insurance to Lessor upon Lessor's written request. If Lessee fails to produce proof of such insurance within seven (7) days Lessor's request, Lessor may obtain equivalent insurance and invoice Lessee for the same, which amount shall be due and payable immediately as additional rent.

20. Notice. Any notice, reports or statements required to be given hereunder shall be in writing and shall be deemed to have been given if either delivered personally or sent by certified United States mail, postage prepaid, return receipt requested, addressed to the parties at the addresses first set forth above or at such other address as a party may notify the other party in writing.

21. Entire Agreement. This Lease constitutes the entire agreement of the parties. All previous negotiations, representations and agreements are merged into this Lease and shall be void unless expressly incorporated within this Lease.

22. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be considered an original. Any person may rely on a copy or reproduction of this

Lease certified by a notary public or similar court officer.

23. Severability. If the provisions of this Lease or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applied to leases made and to be performed in that State.

25. Binding Effect. This Lease shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, successors and assigns.

26. Consent. Whenever Lessor's consent is required in this Lease, it may be withheld by Lessor for any reason or no reason, in Lessor's sole discretion.

27. Litigation. Lessor and Lessee waive trial by jury in any proceeding brought by one against the other. The losing party shall pay all actual attorney fees and expenses incurred by the winning party in enforcing any provision of this Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this instrument effective the date first above written.

ALLENDALE CHARTER TOWNSHIP,
a Michigan municipal corporation

Adam Elenbaas
Supervisor

Rick Van Rhee
Lessee

Jody Hansen
Clerk

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances.

Biller Agreement

Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller’s software and service providers and providing to Invoice Cloud the information required to integrate with Biller’s billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller and Biller’s employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Biller’s failure to resolve a payment dispute concerning debts owed to Biller or Biller’s negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Biller Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller’s specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party’s email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

Biller Agreement

Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Invoice Cloud

Statement of Work

Charter Township of Allendale

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the *Charter Township of Allendale* (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the *Charter Township of Allendale* to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / *Charter Township of Allendale*
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with *BS&A*. The integration for the *Charter Township of Allendale* will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

- b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
- First Invoice Email Notification
 - Second Invoice Email Notification
 - Third Invoice Email Notification
 - Payment Transaction Receipt
 - Declined Auto Pay Transaction
 - Late Fee Email Notification
 - Declined Scheduled Payment Notification
 - Registered Customer Welcome Email
 - AutoPay Registration Notification
 - Paperless Registration Notification
 - ACH Reject/Chargeback Notices (with reason codes and descriptors)
 - Credit Card Expiration Notification
 - Scheduled Payment Confirmation
 - AutoPay Reminder Notification
 - FlexPay Confirmation Notification
 - Scheduled Payment Reminder
 - Paperless Off Confirmation
 - Online Bank Direct Payment Receipt
 - Check 21 Payment Receipt
 - Linked Accounts First Notice Notification
 - Linked Accounts Second Notice Notification
 - Linked Accounts Third Notice Notification
 - AutoPay Off Confirmation
 - Conveyed Customer Notification
 - Multiple Registered Customers Welcome Email
 - Recurring Scheduled Payment Confirmation
 - Recurring Scheduled Payment Canceled

7. Business Rules

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
 - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller*.

10. Marketing

Invoice Cloud provides free marketing resources that billers can use to promote EBPP payment solutions to their payers. Billers will receive a comprehensive document outlining proven marketing best practices. In addition, billers will be granted access to Invoice Cloud's proprietary Marketing Resource Center. This online tool allows billers to easily and simply download and/or customize marketing materials on demand. These materials include:

- Bill inserts
- Envelope teasers
- Onsite posters
- Counter displays and clear acrylic stands
- Social media and website graphics
- Content for newsletters and press releases
- Pay buttons
- Email content and layout suggestions
- Communications plans
- and more

Billers also have access to weekly live training sessions where they will learn about our recommended best practices for effectively communicating the many benefits of making payments electronically and have the ability to ask questions. We'll outline simple steps to help improve online payment adoption among their customers. We'll also review the Marketing Resource Center which will enable billers to create many of the materials mentioned above

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. AgentConnect™

The IC AgentConnect allows Billers (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Ability to enroll customer in AutoPay

- Ability to enroll customer in Paperless
- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

14. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

15. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the **Charter Township of Allendale**, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Charter Township of Allendale

Invoice Cloud, Inc.

By: _____

By: Kevin W. O'Brien

Printed Name: _____

Printed Name: Kevin W. O'Brien

Title: _____

Title: President

Date: _____

Date: 3/2/2023

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Modules & Features	BS&A	
PRODUCTS		
Invoice Types	#42 - Utilities	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
Cloud POS Connect	Not Supported	
Cloud CSR Connect	Not Supported	
KIOSK	Not Supported	
Pay Near Me	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Invoice Cloud FTP	Each billing cycle
Payments	Lockbox/Payment File	Daily
AutoPay Flags	IC Change Log File	Daily
Paperless Flags	IC Change Log File	Daily
Account Balances	Adjustment/Balance File - FTP	Daily
Block Payment Method (Credit/ACH)	Manually within Biller Portal	As needed
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Templates	Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Standard	
CUSTOM OPTIONS		
Single Sign-on	Not Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment/Balance File (BAF)
Sample Payment/Lockbox file
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

SALES INFORMATION

IC Sales Rep	Vince Pegurri	Vertical	Local Gov (Util, Tax, Misc)
Order Date	3/7/2023	Billing Software	BS&A Software

BILLER INFORMATION

Ownership Type	Government			Phone	(616) 895-6295	Fax	
Legal Name	Allendale Charter Township			Website URL	https://www.allendale-twp.org/		
Address 1	6676 Lake Michigan Drive			Bus. Open Date			
Address 2				Federal Tax ID			
City	Allendale			<i>*Federal Tax ID and Legal Name must match on all documents</i>			
State	MI	ZIP	49401				

BILLER CONTACT

Primary Contact Name	Tim VanBennekomp	
Phone	(616) 892-3112	
Email Address	timv@allendale-twp.org	

SIGNING AUTHORITY

Name	Tim VanBennekomp	Title	Finance Director
Phone	(616) 892-3112	Fax	
Email Address	timv@allendale-twp.org		

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)

Note: Must include voided business check or bank letter for each unique account

Billing Method	Monthly Invoice	
Routing #		Last 4 Acct #

PAYMENT METHODS ACCEPTED

Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]
-----------------	--

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*

Description	Interval	Cost Type	Cost
Billor Portal Access Fee	Monthly	Fixed (\$)	\$100.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$10.00
Invoice Presentment For Paperless Customers	Per Message	Fixed (\$)	\$0.35

HARDWARE

Card Reader Type	Swipe Only	Quantity	1	Cost per Reader	\$0.00
Card Reader	Magtek Reader (BS&A Only)			Billing Interval	Monthly

Shipping Address (if different than location address)	
--	--

DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES			
Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)	

NOTES/SPECIAL HANDLING

[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

Tim VanBennekom

Printed Name

Finance Director

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Summer Tax	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	5000	0	0	0	0	0

Avg CC Transaction \$	1,846.00	Max Invoice \$	125,000.00	Bill Frequency	Annually	Avg. Bills Per Month	417
-----------------------	----------	----------------	------------	----------------	----------	----------------------	-----

PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [Point of Sale]
-----------------------	------------------------------

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
----------------------------	----------------	------------	---------------	-------------------

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.00 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$1.95	Fixed (\$)	
IVR Surcharge	All Payment Methods	\$0.95	Fixed (\$)	

SERVICE FEE EXCEPTIONS

Auto Pay	ACH/EFT	\$0.95	Fixed (\$)	
----------	---------	--------	------------	--

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000	
--------------------------	---------	--------------	---------	--

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		
-----------	--	---------------	--	--

NOTES / SPECIAL HANDLING

--

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET***Invoice Type Parameters must be completed for each invoice type*

Invoice Type	General Receipts	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
200	200	200	200	200	200	200	200	200	200	200	200

Avg CC Transaction \$	300.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	200
-----------------------	--------	----------------	------------	----------------	---------	----------------------	-----

PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
-----------------------	-------------------------------

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
----------------------------	----------------	------------	---------------	-------------------

TRANSACTIONAL PRICING EXCEPTIONS**SERVICE FEES (Paid by Payer)**

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit	3.00 %	Percent (%)	\$1.95

SERVICE FEE EXCEPTIONS**MAX PAYMENT CAP**

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
--------------------------	---------	--------------	---------

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)*Note: must include voided business check or bank letter for each unique account*

Routing #		Last 4 Acct #	
-----------	--	---------------	--

NOTES / SPECIAL HANDLING

--

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3600	0	0	3600	0	0	3600	0	0	3600	0	0

Avg CC Transaction \$	193.00	Max Invoice \$	125,000.00	Bill Frequency	Quarterly	Avg. Bills Per Month	1200
-----------------------	--------	----------------	------------	----------------	-----------	----------------------	------

PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [Point of Sale]
-----------------------	------------------------------

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
----------------------------	----------------	------------	---------------	-------------------

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.00 %	Percent (%)	\$1.95
IVR Surcharge	All Payment Methods	\$0.95	Fixed (\$)	
Auto Pay	ACH/EFT	\$0.95	Fixed (\$)	
SERVICE FEE EXCEPTIONS				
All Payment Sources	ACH/EFT	\$1.95	Fixed (\$)	

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000	
--------------------------	---------	--------------	---------	--

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		
-----------	--	---------------	--	--

NOTES / SPECIAL HANDLING

--

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Winter Tax	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	0	0	0	0	0	5000

Avg CC Transaction \$	788.00	Max Invoice \$	125,000.00	Bill Frequency	Annually	Avg. Bills Per Month	417
-----------------------	--------	----------------	------------	----------------	----------	----------------------	-----

PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [Point of Sale]
-----------------------	------------------------------

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
----------------------------	----------------	------------	---------------	-------------------

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.00 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$1.95	Fixed (\$)	
IVR Surcharge	All Payment Methods	\$0.95	Fixed (\$)	
SERVICE FEE EXCEPTIONS				
Auto Pay	ACH/EFT	\$0.95	Fixed (\$)	

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000	
--------------------------	---------	--------------	---------	--

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		
-----------	--	---------------	--	--

NOTES / SPECIAL HANDLING

--

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3600	0	0	3600	0	0	3600	0	0	3600	0	0

Avg CC Transaction \$	193.00	Max Invoice \$	125,000.00	Bill Frequency	Quarterly	Avg. Bills Per Month	1200
-----------------------	--------	----------------	------------	----------------	-----------	----------------------	------

PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [Point of Sale]
-----------------------	------------------------------

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
----------------------------	----------------	------------	---------------	-------------------

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.00 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$1.95	Fixed (\$)	
IVR Surcharge	All Payment Methods	\$0.95	Fixed (\$)	
SERVICE FEE EXCEPTIONS				
Auto Pay	ACH/EFT	\$0.95	Fixed (\$)	

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000	
--------------------------	---------	--------------	---------	--

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		
-----------	--	---------------	--	--

NOTES / SPECIAL HANDLING

--

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made between Allendale Baptist Church, 6267 Lake Michigan Drive, Allendale, MI 49401 ("Seller"), and Allendale Charter Township, 6676 Lake Michigan Drive, Allendale, MI 49401 ("Buyer").

1. General Agreement and Description of Premises.

Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, with all beneficial easements, and all gas, oil and mineral rights owned by Seller, and with all of Seller's right, title and interest in all adjoining public ways, the real property specifically described in Exhibit L, attached ("the Premises").

2. Purchase Price and Manner of Payment.

The purchase price for the Premises shall be One (\$1.00) Dollar. At closing, and upon execution and delivery of a warranty deed, Buyer will pay the purchase price in full to Seller.

3. Contingencies.

Nothing contained herein to the contrary, Seller's duty to close is contingent upon (1) the contemporary execution of a Private Road License Agreement between Seller and Buyer by which Seller will be able to use the Premises and the westerly 33 feet of tax parcel 70-09-26-100-069 for driveway purposes after closing, and (2) the contemporary execution of a Future Construction Agreement between Seller and Pinnacle Ventures LLC by which Pinnacle Ventures LLC will be obligated to construct a road on the Premises and the westerly 33 feet of tax parcel 70-09-26-100-069 accomplish related tasks and assume other duties. Drafts of those additional agreements are attached as Exhibits R and Q.

Nothing contained herein to the contrary, Buyer's duty to close is contingent upon approval of this agreement by a requisite vote of the Allendale Charter Township Board of Trustees pursuant to the Charter Township Act, MCL 42.1 et seq.

4. Examination by Buyer.

Buyer is entitled, within seven (7) days after the effective date of this agreement, at Buyer's expense, to engage a professional of Buyer's choosing to inspect the Premises and to make tests for environmental hazards; and to make such other tests, determination of zoning, ordinance compliance, oil and gas rights, or such other studies that are needed to assure Buyer that the Premises is fit for the purpose intended. Buyer will keep the Premises free and clear from any liens; and hold Seller harmless from any liability, claims or damages; and will repair all damage to the Premises; arising from the inspection(s). Buyer shall furnish to Seller, at no cost, copies of all reports generated by this inspection(s). If the inspection(s) shows a defect which in Buyer's reasonable judgment renders the Premises unfit for the purpose intended, Buyer shall

plural, feminine or neuter.

(i) Governing Law. This agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

PLEASE READ ALL OF THIS AGREEMENT BEFORE SIGNING. BY SIGNING YOUR NAME YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THE ENTIRE AGREEMENT AND THAT YOU HAVE DISCUSSED IT'S TERMS WITH YOUR OWN ATTORNEY TO THE EXTENT THAT YOU DESIRE. NEVER SIGN AN AGREEMENT THAT YOU DO NOT UNDERSTAND. BY SIGNING YOUR NAME YOU ARE ACKNOWLEDGING THAT YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS AGREEMENT.

Date: 11/13/08

Allendale Baptist Church

By: Pastor Bob Secker, President

By: Ronald Dias, Secretary

Date: 11/17/08

Allendale Charter Township

By: Jerry Alkema, Supervisor

By: Candy Kraker, Clerk



February 15, 2023

Mr. Chad Doornbos
Superintendent of Public Utilities
Allendale Charter Township
6676 Lake Michigan Drive
Allendale, MI 49401

**RE: Allendale Charter Township, MI
DBIA Agreement Between Owner and Design-Builder
Contract 2 – Collection System Improvements
SRF No. 5730-01**

Dear Chad,

Enclosed is the DBIA Agreement Between Owner and Design-Builder for the Contract 2 – Collection System Improvements project for your review.

It is our understanding that the Township plans to pay for design costs outside of the SRF project funds. As such, the Design phase fees shown in Exhibit C – Step 1 will be excluded from the SRF project costs but approved upon agreement execution. Exhibit C – Step 2 Construction values are completed after trade contractor bids are received and are accepted by the Township Board.

Other items within the Agreement that will be updated after bids are received include:

- Article 5.2.1 – Substantial Completion days.
- Article 6.6.1.2 – Design-Builder Contingency Allowance and value released to the Owner for change order items after substantial completion.
- Article 11:
 - Exhibit C – Step 2 Construction
 - Exhibit D – Conformed to Contract Documents
 - Performance and Payment Bonds
 - Certificate of Insurance

Please call us if you have any questions or need further clarification.

Sincerely,
F&V CONSTRUCTION

A handwritten signature in blue ink that reads 'Corey Turner'.

Corey Turner, PE
Construction Manager, Associate

2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546
P: 616.977.4400
www.fv-construction.com



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER – COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE

February 2023

Document No. 530

Second Edition 2010
© Design-Build Institute of America
Washington, DC

TABLE OF CONTENTS

Article	Name	Page
Article 1	Scope of Work	2
Article 2	Contract Documents.....	2
Article 3	Intepretation and Intent	2
Article 4	Ownership of Work Product.....	3
Article 5	Contract Time.....	4
Article 6	Contract Price.....	5
Article 7	Procedure for Payment.....	11
Article 8	Termination for Convenience	12
Article 9	Representatives of the Parties	13
Article 10	Bonds and Insurance	14
Article 11	Other Provisions.....	14



Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the _____ day of _____ in
the year of 20____, by and between the following parties, for services in connection with the Project
identified below:

OWNER:

Allendale Charter Township
6676 Lake Michigan Drive
Allendale, MI 49401

DESIGN-BUILDER:

F&V Construction
2960 Lucerne Drive SE
Grand Rapids, Michigan 49546

PROJECT:

Contract 2 – Collection System Improvements, CWSRF No. 5730-01

The WRRF is located at 11624 40th Avenue, Allendale, MI 49401

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder
agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents. Based on the Scope of Project document provided in Exhibit B, the Design-Builder shall prepare design development drawings and specifications in consultation with Owner and solicit Trade Contractors and/or Suppliers so that Design-Builder is able to prepare drawings and specifications for the project which are not less than 90% completed. Owner shall compensate Design-Builder for all costs associated with the preparation of these drawings and specifications. The Owner and Design-Builder shall thereafter mutually set a Guaranteed Maximum Price utilizing Trade Contractor and/or Supplier pricing after the drawings and specifications are 90% complete, after the receipt of Trade Contractor and/or Supplier pricing and after the value engineering process.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

2.1.3 This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner agrees to pay Design-Builder for all costs incurred to date plus a 4% mark-up as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Not used.

4.5 Owner's Indemnification for Use of Work Product. Pursuant to Section 4.3 above, the Owner is required to indemnify any Indemnified Parties as set forth in Section 4.2 above based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than _____ (_____) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes."

5.2.2 Not Used

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Not used.

5.5 Not used.

5.6 Not used

5.7 Not used.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), and any adjustments made in accordance with the General Conditions of Contract.

6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

Design-Builder shall invoice work progress monthly based on percent completed of the various tasks. See Exhibit C for design fees, value engineering, and development of a Guaranteed Maximum Price. The Owner shall not withhold retainage on design, value engineering and pre-construction services.

6.1.3 Force Majeure Events. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, epidemics, pandemics, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God, including, but not limited to, any event that is declared to be a State of Emergency by a regulatory entity; abnormal weather conditions, acts or neglect by utility owners or other contractors performing work on the project provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure. Design-Builder reserves the right to submit to Owner, as well as, shall be entitled to, additional compensation for increased labor and/or material costs due to an event that is considered a Force Majeure event.

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

☒ Eight and one half percent (8.5 %) of Trade Contractor costs, Allowances, and General Conditions as shown in Exhibit C, as adjusted in accordance with Section 6.2.2 below.

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Eight and one half percent (8.5 %) of the additional Costs of the Work incurred for that Change Order.

6.2.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall be in accordance with Section 6.6.3. – Savings.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are engaged in the performance of the Work.

6.3.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of internet service, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand

tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.3.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

6.4.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 Not Used

6.4.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.4.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work or Force Majeure events.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 Not Used

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 Not Used.

6.6.1.2 The GMP includes a Design-Builder Contingency Allowance in the amount of _____ Dollars (\$_____) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. Change Order eligible costs are to be allocated from the Owner allocated project Contingency.

By way of example, and not as a limitation, such costs that are not the basis for a Change Order may include:

(a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) insurance deductibles, such as builder's risk, and others; or (g) those Delays to the Work events that result in an extension of the Contract Time but do not result in an increase in the Contract Price such as delays in the performance of the Work due to Force Majeure, acts, omissions, conditions, events, or circumstances beyond Design-Builder's control, (h) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price.

The Design-Builder Contingency Allowance is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

Upon reaching Substantial Completion, any excess greater than \$_____ of Design-Builder's Contingency Allowance may be released to the Owner for change order items. Prior to the release of any available excess Contingency, the Shared Savings will

be calculated in accordance with the provisions of Article 6.6.3.1 and shall be reserved. Final Savings amount shall be determined and paid at the time of Final Warranty Completion.

6.6.2 GMP Established after Execution of this Agreement.

6.6.2.1 GMP Proposal. Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

6.6.2.1.1 A proposed GMP, which shall be the sum of:

i. Design-Builder's Fee as defined in Section 6.2.1 hereof;

ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and

iii. If applicable, any prices established under Section 6.1.2 hereof.

6.6.2.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

6.6.2.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

6.6.2.1.4 The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

6.6.2.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

6.6.2.1.6 If applicable, a schedule of alternate prices;

6.6.2.1.7 If applicable, a schedule of unit prices;

6.6.2.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

6.6.2.1.9 The time limit for acceptance of the GMP Proposal.

6.6.2.2 Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

6.6.2.3 Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

6.6.2.4 Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

6.6.2.4.1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

6.6.2.4.2 Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

6.6.2.4.3 Owner may terminate this Agreement for convenience in accordance with Article 8 hereof.

6.6.2.4.4 Owner may request Design-Builder to seek other Contractors to bid the project. Design-Builder shall provide budgets to the Owner to complete the design, obtain the bids and manage the construction.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: 80% to the Owner and 20% of savings to Design-Builder.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

6.7 Performance Incentives

6.7.1 Not Used

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner by the second Tuesday of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

Design-Builder will assist in preparation of the Clean Water State Revolving Fund (CWSRF) Disbursement Request for Owner's submittal to the Michigan Department of Environment, Great Lakes and Energy, which Owner shall submit within two (2) working days of receipt.

7.1.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain Ten percent (10 %) of each Application for Payment provided for Step 2 work, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. Owner will not retain any amounts for work completed in Step 1 (design, value engineering, pre-construction services).

7.2.2 Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of 0.583% per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to individual trade contract Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for

proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Overhead and profit in the amount of eight and one half percent (8.5 %) on the sum of items 8.1.1 and 8.1.2 above.

8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid one percent (1.0 %) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid one-half percent (0.5 %) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**Adam Elenbaas, Township Supervisor
6676 Lake Michigan Drive
Allendale, MI 49401
616-895-6295**

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

**Chad Doornbos, Superintendent of Public Utilities
6676 Lake Michigan Drive
Allendale, MI 49401
616-895-6295**

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**John DeVol, P.E., President, or his designate
2960 Lucerne Drive SE
Grand Rapids, Michigan 49546
(616) 977-1000**

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

**Robert W. Wilcox, P.E., Vice President, or his designate
2960 Lucerne Drive SE
Grand Rapids, Michigan 49546
(616) 977-1000**

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

☒ Required ☐ Not Required

Payment Bond.

☒ Required ☐ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

1. CWSRF Debarment Certification
2. Exhibits
 - A. – CWSRF Project Plan
 - B. – Scope of Project
 - C. – Step 1 Design
– Step 2 Construction
 - D. – CTC Documents, prepared by Fleis & VandenBrink Engineering
3. Performance & Payment Bonds
4. Certificate of Insurance
5. Typical CWSRF Disbursement Request Form
6. Typical Certificate of Substantial Completion

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

Allendale Charter Township
(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

F&V Construction
(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

Date: _____

Allendale Charter Township
(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____



STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

Second Edition, 2010
© Design-Build Institute of America
Washington, DC

TABLE OF CONTENTS

Article	Name	Page
Article 1	General.....	1
Article 2	Design-Builder's Services and Responsibilities.....	2
Article 3	Owner's Services and Responsibilities.....	6
Article 4	Hazardous Conditions and Differing Site Conditions.....	8
Article 5	Insurance and Bonds	9
Article 6	Payment	11
Article 7	Indemnification	13
Article 8	Time	15
Article 9	Changes to the Contract Price and Time	15
Article 10	Contract Adjustments and Disputes	17
Article 11	Stop Work and Termination for Cause	19
Article 12	Electronic Data	21
Article 13	Miscellaneous.....	22

Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of*

Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of

the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided

to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from

their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be

defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for

whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Not used.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay

Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or

unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process

or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for

whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice

Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration

Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request

of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error.

Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

CWSRF Debarment Certification

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

EXHIBIT A

Project Plan for project CWSRF No. 5730-01 on file with EGLE
Project Plan Amendment – 4.1 Capital Cost Summary attached

4.0 CUMULATIVE IMPACTS ON THE PROJECT PLAN

4.1 Capital Costs

The changes to the capital costs are as follows:

Table 2 – Revised Total Project Capital Cost Estimate

	Original Capital Estimate		Revised Capital Estimate	
Selected WWTP Alternative	\$	30,872,000.00	\$	29,133,000.00
Selected Influent Sewer Alternative	\$	9,000,000.00	\$	10,340,000.00
Total	\$	39,872,000.00	\$	39,473,000.00

4.2 Total User Costs

The impacts to the user costs were re-calculated with the revised capital cost estimates. With a 30-year period and 15,000 residents, the revised monthly user costs are \$7.31/month.

EXHIBIT B

Scope of Project

EXHIBIT B

SCOPE OF PROJECT

General scope of project improvements (also see Exhibit A – SRF Project Plan)

Program for the Contract 2 – Collection System Improvements Project, SRF No. 5730-01.

The SRF No. 5730-01 project is divided into two separate projects, Contract 1 – Water Resource Recovery Facility Improvements project and Contract 2 – Collection System Improvements Project. This scope of services outlines the Contract 2 – Collection System Improvements portion of the overall SRF project.

For the Contract 2 – Collection System Improvements project, we recommend dividing the design into two segments: Preliminary Design and Final (detailed) Design. This approach has been developed with the primary goal of maximizing the long-term value to the Township. Preliminary design has already been authorized via letter proposal and is described in detail below.

The proposed collection system improvements include:

- Two major components
 - Sewer A
 - Rehabilitate the existing sewer system by improving the flexibility within the existing valve chambers.
 - Sewer B
 - Install a new lift station next to the existing M-45 water booster station to relocate Sewer B (GVSU Sewer) out of the ravine.
 - Install a new force main and gravity sewer (approximately 6,300 feet) from the M-45 Lift Station to the headworks building at the WRRF.
 - Install a new lift station in Knollwood Estates to relocate the existing sewer from flowing into Sewer B.
 - Install a new force main and gravity sewer (approximately 2,600 feet) from the proposed Knollwood lift station to the M-45 lift station.
 - Provide connections for Knollwood Estates and Hightree Townhomes to the new M-45 Lift Station.

The scope of improvements is further described and outlined in the SRF No. 5730-01 Project Plan.

Our approach for the Progressive Design Build (PDB) process will allow the Township to control costs and improve the project outcome by participating directly in both design and construction decisions. F&V Engineering and F&V Construction (FVC) staff have been trusted partners, working together with Township staff and collaborating on important decisions for the long-term reliability of the WRRF and collection system. With FVC as the Design-Builder, the Township will have a single point of responsibility and a performance warranty while still maintaining direct involvement throughout the PDB process. The project delivery method is similar to previous projects FVC has completed for the Township such as the WRRF Phase 1 Improvements and the Park Lift Station Improvements project.

FVC will utilize the same engineers that work with you during the design to work with the project team during construction. We will engage trade contractors that are both efficient and effective in completing the type of work required. The current project includes elements that would be best developed through design innovation, as well as collaboration, amongst the team. F&V and

Township staff are very knowledgeable of the system and have been working with our engineers to develop many good ideas with regards to the needed improvements. By utilizing the PDB delivery method with FVC, the Township will have access to actual cost data and be able to make informed decisions with support from the Design-Builder. We offer the following outline of our proposed approach:

Step 1 Design and Preconstruction Phase

The **Step 1** activity includes adequate design development to assemble bid packages for selection of trade contractors, forming a team consisting of the Design-Builder, Owner and Trade Contractors and establishing refined pricing for all elements of the project. Task 1 and Task 2 were previously authorized via proposal letter dated April 20, 2022 for Preliminary Design. Tasks under **Step 1** include:

Task 1 – Basis of Design Preparation (previously authorized)

Develop the **Basis of Design** defining the improvements and preliminary design concepts consistent with the SRF Project Plan. The work scope to complete this phase of the project includes:

- 1.1 Hold a pre-design kick-off meeting with Township staff to review project requirements, work scope, and overall schedule.
- 1.2 Prepare a Basis of Design which will include descriptions of the improvements, hydraulic calculations of the proposed lift stations. The basis of design is updated as the design progresses.
- 1.3 Meeting with Township staff to discuss the PDB approach, update project status, and establish permitting schedule.

Task 2 – Preliminary Design and Pricing Phase, 50% Submittal (previously authorized)

The Basis of Design will serve as the foundation for the **Preliminary Design Phase**. It will define all the components of the project to be built. The Preliminary Design Phase documents consist of preliminary drawings, outline specifications, and preliminary costs.

The engineering services to complete the preliminary design phase will include:

- 2.1 Review record drawings of the existing collection system.
- 2.2 Obtain from the utility companies' information for electric, gas, telephone, and cable TV, as appropriate.
- 2.3 Conduct a site survey to prepare site plan drawings and required site improvements.
- 2.4 Prepare AutoCad drafting of the improvements.
- 2.5 The SRF project number will be shown on the cover sheets of the plans and specifications.
- 2.6 The anticipated regulatory permits required for construction of the wastewater system improvements include the following:
 - EGLE Part 41 Construction Permit (Wastewater)
 - Building Permit
 - SESC Permit
 - MDOT
 - Ottawa County Road Commission
- 2.7 Prepare and update draft permitting and construction schedule.
- 2.8 Update Design and Construction Costs. As the design details are developed, we will begin to prepare preliminary cost estimates for the various Trades. Monitor programmed in costs and to make scope adjustments where possible, if needed.
- 2.9 The 50% Design documents will be shared with the design-build team, Township and Owner's Representative for review. This submittal includes:
 - Preliminary Drawing Set

- Outline of Specifications
- Updated Design and Construction Costs
- 2.10 A meeting will be conducted with the Design / Build Team, Township staff and Owner's Representative staff to review the 50% Design Submittal.
- 2.11 Meeting minutes will be prepared and distributed.
- 2.12 Update the Basis of Design based on review meeting comments. This should include near-final hydraulic calculations, pump selections, equipment preference documentation, and Instrumentation and Control design.
- 2.13 Develop concepts for sequencing operations of the sanitary sewer system when key processes are out of service during construction.
- 2.14 Prepare the 50% Design Drawings.
- 2.15 Update 50% specifications outline.
- 2.16 Prepare the 50% Design and Construction Costs. Preliminary costs will be updated by the design-build team to incorporate changes made from the previous submittals.
- 2.17 Perform QC of the Preliminary Design.
- 2.18 The 50% Design documents will be shared with the design-build team, Township and Owner's Representative. Township staff will be involved in the design-build process and will participate in the 50% QC review. The 50% submittal includes:
 - Basis of Design
 - Preliminary Drawing Set
 - Outline of Specifications
- 2.19 Updated Design and Construction Costs
- 2.20 Meet with the design-build team, Township staff, Owner's Representative, EGLE and CWSRF staff to review the 50% Design Submittal.
- 2.21 Meeting minutes will be prepared and distributed.
- 2.22 Assist with drafting easement and providing legal descriptions.

Task 3 – Final Design and Final Pricing Phase

The collaboration of the design-build team with the Township staff, Owners Representative, and EGLE staff will continue as the design is finalized. The **Final Design Phase** will incorporate adjustments through the value engineering process completed through this collaboration process. This task includes final detailing of the design, development of a detailed construction schedule, and establishing a Guaranteed Maximum Price (GMP) for the project.

The decision as to whether some of the items can be made as a part of the project will be made during the final design and pricing phase. Other Task 3 items include:

- 3.1 Update the Basis of Design based on review meeting comments. This should include near-final hydraulic calculations, pump selections, equipment preference documentation and Instrumentation and Control design.
- 3.2 Refine concepts for operations and construction sequencing of the sanitary sewer system when key processes are out of service.
- 3.3 Assemble list of the various Trades for the project and begin to contact these subcontractors to determine their interest in the project. The various Trades will be informed of the "American Iron and Steel," Debarment Certification, Davis-Bacon Wage Rates requirements and the Disadvantaged Business Enterprises goals.
- 3.4 Collect data for installed inline flow meters for both M-45 Lift Station and Knollwood Lift Station.
- 3.5 Prepare the 90% Design Drawings.
- 3.6 Prepare 90% technical specifications.
- 3.7 Prepare the 90% Design and Construction Costs. Preliminary costs will be sought from various Trades.

- 3.8 Perform QC of the Design.
- 3.9 Submit permit applications to various regulatory agencies.
- 3.10 The 90% Design Submittal documents will be shared with the design-build team, Township, Owner's Representative and EGLE for review. This submittal includes:
 - Basis of Design
 - Pre-Final Drawing Set
 - Technical Specifications
- 3.11 Pre-Final Design and Construction Costs
- 3.12 The plans and specifications will be released to the various trades for bidding. We will follow the Township's local bidding requirements where applicable. The goal is to have multiple bids for each trade from acceptable contractors and follow the CWSRF requirements.
- 3.13 A meeting will be conducted with the design-build team, and Township and Owner's Representative to review the pricing and 90% Design Submittal. Any adjustments to the design requested by the Township in the 90% review may require some re-pricing by the trade contractors, if needed. Distribute meeting minutes.
- 3.14 Submit preliminary GMP to the Township for review and approval.
- 3.15 Submit Final GMP contract exhibit.
- 3.16 Prepare contract amendment reflecting GMP to the Township for approval. Our subcontractors' bids and FVC's costs and overhead will be provided to the Township on an open book basis. The Township will be able to review each item of work and trade bids in the compilation of the GMP.
- 3.17 If the Township accepts the GMP, the project proceeds to Task 4. If the Township would find the GMP not acceptable, they could stop project at this time, cut out parts of the project to reduce cost, or terminate the PDB agreement and ask our engineers to bid the project on the open market to various general contractors.

Step 2 Construction Phase

The **Step 2** activity includes obtaining permits, development of a detailed construction schedule, and completing construction of the improvements. Tasks under **Step 2** include:

Task 4 – Construction Phase

Commencement of mobilization and construction activities.

- 4.1 Issue Notices of Award to the various trades.
- 4.2 Schedule pre-construction meeting.
- 4.3 Execute contracts with various Trades and issue Notices to Proceed.
- 4.4 Secure construction permits, insurances and bonds.
- 4.5 Conduct Pre-Construction Meeting and mobilize to the job site.
- 4.6 Review of Trade shop drawings for materials and equipment required for the project to confirm compliance with the project specifications and intent.
- 4.7 Provide Site Superintendent to coordinate Trades.
- 4.8 Resolve contractor questions or construction issues.
- 4.9 Provide materials testing from an independent testing laboratory.
- 4.10 Conduct weekly progress and safety meetings with Trades.
- 4.11 Conduct monthly progress meetings with the design-build team, Owner and Owner's Representative.
- 4.12 Maintain and update construction progress schedule.
- 4.13 Prepare daily reports, recording hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, daily activities, decisions, observations in general and observing test procedures.

- 4.14 Prepare and submit payment applications to Owner.
- 4.15 Oversee equipment and systems startup and prove-in.
- 4.16 Advise Owner's Representative when Substantial Completion has been achieved on the overall project, which marks the beginning of the warranty period.
- 4.17 Prepare and compile the equipment Operations & Maintenance Manuals. Provide Owner with one PDF version and one 3-ring binder.
- 4.18 Maintain "red-line" drawings of improvements at the project site. Prepare Record Drawings showing appropriate record information based on project annotated record (red-line) documents received from the Trades. These record drawings will be provided to the Township in electronic format at project closeout.

EXHIBIT C

Step 1 | Design

Step 2 | Construction

EXHIBIT C - Step 1 Design

Client Name: **Allendale Charter Township, MI** Estimator: **CBT** Date: **February 13, 2023**

Job Name: **Contract 2 - Collection System Improvements, SRF No. 5730-01** Design By: **F&V** Bid Date: **July 28, 2023**

Location: **WRRF: 11624 40th Ave** Check By:

Job Number: **853271 | PC0205**

Description: **Collection System Upgrades, GV Trunk Sewer Relocation, Lift Station Installation**

Duration: **Construction lasting approximately 18 months to reach Substantial Completion**

Contract 2 - Collection System Improvements

Trade Category	Subcontractor / Location	Accepted Bid
Contract 1 Site Work, Excavation & Concrete	***Name***	TBD
Contract 2 Concrete Coatings	***Name***	TBD
Contract 3 Mechanical	***Name***	TBD
Contract 4 Electrical, Instrumentation & Control	***Name***	TBD
Contract 5 Owner's System Integrator	***Name***	TBD
Contract 6 Directional Drilling	***Name***	TBD
Total of Trades		TBD
General Conditions - Lump Sum		TBD
Sub Total		TBD
Design-Builder's Fee - Lump Sum		TBD
Sub Total		TBD
Design Phase Services - Lump Sum, no markup		\$413,000.00
Construction Phase Services - Lump Sum, no markup		TBD
Sub-Total Cost		TBD
Design-Builder's Contingency Allowance		TBD
Total		TBD
Initial		Date
OWNER: _____		_____
OWNER: _____		_____
FVC: _____		_____

EXHIBIT C - Step 2 Construction

Client Name: **Allendale Charter Township, MI** Estimator: **CBT** Date: **February 13, 2023**

Job Name: **Contract 2 - Collection System Improvements, SRF No. 5730-01** Design By: **F&V** Bid Date: **July 28, 2023**

Location: **WRRF: 11624 40th Ave** Check By:

Job Number: **853271 | PC0205**

Description: **Collection System Upgrades, GV Trunk Sewer Relocation, Lift Station Installation**

Duration: **Construction lasting approximately 18 months to reach Substantial Completion**

Contract 2 - Collection System Improvements

Trade Category	Subcontractor / Location	Accepted Bid
Contract 1 Site Work, Excavation & Concrete	***Name***	TBD
Contract 2 Concrete Coatings	***Name***	TBD
Contract 3 Mechanical	***Name***	TBD
Contract 4 Electrical, Instrumentation & Control	***Name***	TBD
Contract 5 Owner's System Integrator	***Name***	TBD
Contract 6 Directional Drilling	***Name***	TBD
Total of Trades		TBD
General Conditions - Lump Sum		TBD
Sub Total		TBD
Design-Builder's Fee - Lump Sum		TBD
Sub Total		TBD
Design Phase Services - Lump Sum, no markup		\$413,000.00
Construction Phase Services - Lump Sum, no markup		TBD
Sub-Total Cost		TBD
Design-Builder's Contingency Allowance		TBD
Total		TBD
Initial		Date
OWNER: _____		_____
OWNER: _____		_____
FVC: _____		_____

EXHIBIT D

Conform to Contract Documents

Performance & Payment Bonds

Certificate of Insurance

Typical CWSRF Disbursement Form

**DRINKING WATER STATE REVOLVING FUND (DWSRF),
CLEAN WATER STATE REVOLVING FUND (CWSRF) AND
STRATEGIC WATER QUALITY INITIATIVES FUND (SWQIF)
REQUEST FOR DISBURSEMENT OF FUNDS**

THIS INFORMATION IS REQUIRED UNDER AUTHORITY OF PARTS 52, 53, AND 54, 1994 PA 451.

PLEASE SEE NEXT PAGE FOR INSTRUCTIONS TO COMPLETE REQUEST

A. Project #	B. Request #	C. Period Covered by Request _____ to _____ (M/D/Y) (M/D/Y)	D. Request Type <input type="checkbox"/> partial <input type="checkbox"/> final	E. Recipient's EIN	F. Loan Amount
G. Recipient's Name:					Phone #
Address:					
H. Recipient's Bank Name:					Phone #
Address:					
Account Name:				ABA #	Account #
Special Instructions:					
I. Budget Items (round amounts to the nearest dollar)				Approved Amount Incurred this Period	Approved Amount Incurred to Date
1. ASSET MANAGEMENT PROGRAM/FISCAL SUSTAINABILITY COSTS					
2. PLANNING COSTS					
3. RATE METHODOLOGY DEVELOPMENT COSTS					
4. DESIGN ENGINEERING COSTS					
5. LEGAL/FINANCIAL SERVICE FEES					
6. ADMINISTRATIVE COSTS					
7. BOND COUNSEL FEES					
8. BOND ADVERTISEMENT COSTS					
9. BID ADVERTISEMENT COSTS					
10. CAPITALIZED INTEREST					
11. LAND ACQUISITION/RELOCATION COSTS					
12. LAND PURCHASE COSTS					
13. CONSTRUCTION ENGINEERING COSTS					
14. CONSTRUCTION COSTS (bid contracts)					
15. CONSTRUCTION COSTS (force account)					
16. EQUIPMENT COSTS					
17. OTHER PROJECT COSTS					
18. ADJUSTMENTS DUE TO OTHER FUNDING					
19. TOTAL AMOUNT INCURRED THIS PERIOD					
20. TOTAL CUMULATIVE AMOUNT INCURRED TO DATE					
21. AMOUNT PREVIOUSLY DISBURSED					
22. AMOUNT REQUESTED FOR DISBURSEMENT					
<p>I certify that I am an authorized representative of the recipient and am authorized to make the following certifications on behalf of the recipient: (i) there is no pending litigation or event which will materially and adversely affect the project, the prospects for its completion, or the recipient's ability to make timely repayments on the obligation issued in connection with this project; (ii) the representations, warranties and covenants contained in the supplemental agreement for the obligations pursuant to which this request for disbursement is submitted continue to be true and accurate in all material respects as of the date hereof; (iii) to the best of my knowledge and belief, the costs above were incurred in accordance with the terms of the supplemental agreement and the application for assistance for this project; and (iv) the amount requested for disbursement represents the loan amount due, which has not previously been requested.</p> <p>Authorized Representative Name (Print or Type): _____ Title: _____</p> <p>Authorized Representative Signature: _____ Date: _____</p> <p style="text-align: center;">PLEASE EMAIL THIS COMPLETED REQUEST TO YOUR EGLE PROJECT MANAGER OR MAIL TO THE ADDRESS SHOWN ON THE NEXT PAGE</p> <p>FOR EGLE USE ONLY:</p> <p>Approved by EGLE Project Manager: _____ Date: _____</p>					

DRINKING WATER AND CLEAN WATER STATE REVOLVING FUNDS
Instructions for Completing a Request for Disbursement of Funds

- A. Fill in the respective program project number that was assigned by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- B. Identify the number of this disbursement request.
- C. Indicate the calendar period covered by this disbursement request.
- D. Check whether this is a partial or the final disbursement request.
- E. Fill in the recipient's federal employer identification number (EIN).
- F. Fill in the loan amount as shown in the Order of Approval.
- G. Fill in the loan recipient's (bond issuer) name, address, and telephone number. This information must match data on file with EGLE; if changes have occurred, please inform your EGLE project manager in a separate letter accompanying this request.
- H. Fill in your bank's name, address, telephone number, ABA identifying number, the account name and number, and any special instructions for the wire transfer to that account. This information must match data on file with EGLE; if changes have occurred, please inform your EGLE project manager in a separate letter accompanying this request.
- I. Recap approved eligible costs incurred to date for each budget item. Show the amount requested for the period covered by this request, and then the cumulative amount to date from project inception. **Entries in this section must be rounded to the nearest dollar.** If costs have been incurred for a budget item that was not shown in the EGLE Order of Approval, please inform your project manager in a separate letter accompanying this request.
 - 1. Enter the costs invoiced and/or paid for services directly associated with municipality's Asset Management Program. Include salaries of municipal employees, if applicable.
 - 2. Enter the costs invoiced and/or paid for planning (do not include costs of tangible assets such as pilot facilities and test wells).
 - 3. Enter the costs invoiced and/or paid for services directly associated with the development and enactment of the municipality's rate methodology and any related ordinances.
 - 4. Enter the costs invoiced and/or paid for project design work required prior to actual construction.
 - 5. Enter the costs invoiced and/or paid for legal or financial services except costs associated with the issuance of bonds related to this project.
 - 6. Enter the costs incurred for salaries and indirect costs of the water supplier or municipal employees involved in the project administration.
 - 7. Enter the costs invoiced and/or paid for legal or financial services associated with the issuance of bonds related to this project.
 - 8. Enter the costs invoiced and/or paid to publish legal notices related to the sale of bonds related to this project.
 - 9. Enter the costs invoiced and/or paid to publish advertisements for bids for the project construction contracts.
 - 10. Enter only the amount of capitalized interest invoiced and/or paid for the period covered by this request.
 - 11. Enter the costs invoiced and/or paid for services related to compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (49 CFR Part 24).
 - 12. Enter the costs invoiced and/or paid for the purchase of property which was deemed eligible and included in the Supplemental Agreement.
 - 13. Enter the costs invoiced and/or paid for project construction engineering services.
 - 14. Enter the costs invoiced and/or paid under the project construction contracts.
 - 15. Enter the costs incurred for salaries and indirect costs of the water supplier or municipal employees involved in the project construction labor (\$50,000 limit).
 - 16. Enter the costs invoiced and/or paid for equipment purchased as part of this project.
 - 17. Enter other costs invoiced and/or paid for miscellaneous items that were approved by EGLE for inclusion in this project. If new items have been procured, please inform your project manager in a separate letter accompanying this request.
 - 18. Enter adjustment which arises from reimbursements by other funding sources or the use of cash on hand.
 - 19. Enter the sum of the amounts shown in Column 1 (Amount Incurred this Period).
 - 20. Enter the sum of the amounts shown in Column 2 (Amount Incurred Cumulative to Date).
 - 21. Enter the total amount of funds previously paid (Line 20 on the previous disbursement request).
 - 22. Subtract Line 21 from line 20 to arrive at the Amount Requested for Disbursement.

Provide this *Request for Disbursement of Funds* and the required incurred cost documentation to your EGLE Project Manager via email or mail to:

**WATER INFRASTRUCTURE FINANCING SECTION
FINANCE DIVISION
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
P O BOX 30457
LANSING MI 48909-4957
Telephone: 517-284-5433**

Typical Certificate of Substantial Completion



CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: **Allendale Charter Township, Michigan**

DESIGN BUILDER: **F&V Construction**

Project: **Contract 2 – Collection System Improvements, SRF No. 5730-01**

Project No.: **853271**

This **definitive** Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents:

☐ The following specified portions of the Work:

Date

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER AND DESIGN BUILDER and found to be substantially complete. The date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of DESIGN BUILDER'S obligation to complete the Work in accordance with the Contract Documents.

Executed by DESIGN BUILDER

Date

Accepted by OWNER

Date

Allendale Contract 2 – Collection System Improvements

CWSRF Project No. 5730-01

DBIA Agreement Comments

Township comments are in black

F&V responses are in red

DBIA Agreement

4.1 If I am Paying, why do I not get ownership?

The Township will have full access to design Drawings, Specifications, and other design documents. Ownership of the instruments of service refers to the intellectual property rights, design concepts, copyrights and/or patents incorporated in the design.

4.2 This will give me access and ownership of said documents in 4.1? I should have more than just a license.

Upon project completion, a “license” is granted to use the Work Product in connection with the Owner’s occupancy of the project. This is standard language so that the Work Product is not mass produced and reused elsewhere.

4.3 If bids come in excessively high, and we cannot do the project, what type of penalty is there?

There is no penalty if the project cannot proceed. If the Township terminates the contract but resumes the project with another party, there is a 4% markup per paragraph 4.3.2. This standard document language is there to encourage the parties to continue to work together and establish a GMP.

6.3.7 Does this mean the design-builder who will also inspect the project, cannot be held accountable for something that was installed incorrectly and not caught during inspection even if it is under warranty?

No. This states that costs incurred in repairing or correcting defective work are part of the Cost of the Work if it was beyond the reasonable control, and not the negligence, of the Design-Builder.

The responsibility of correcting defective work is put on the party that installed the defective work. Costs for repairing the defective work shall be paid by that party. Trade contractors will be required to bond the project so we will have the backing of their Surety to step in to correct defective work if they fail to correct it.

8.2 The Township fully plans on seeing the design phase to the end. However as we do not know what construction costs will be, I do not feel comfortable signing a Part II for construction until bids are received. I am ok with paying for any cost incurred up to and through bidding.

Step 2 will not be authorized until after bids are received and costs are presented to the Township for approval. Percentages have been updated to 1.0% and 0.5% to be more appropriate for a project of this size.

General Conditions

8. Acknowledgement – Should this be Governed by the laws of the State of Michigan?

License Agreement has been removed from the Agreement as it applies only to us as user of these master template documents.

3.2.2 Should this state: Owner, with reasonable assistance from the Design-Build team? F&V will be assisting with the drawing up of easements and so forth.

This was added to section 2.22 of Exhibit B.

5.3.2 This should be removed. It is my expectation that all subcontractors of any tier would have their own insurance to cover their equipment. It is not the townships responsibility to cover their equipment.

This language has been removed and the section has been noted as “Not Used” as requested.

6.2.3 In short, the Design-builder receives the discount as profit unless the owner advances payment to the design builder in which case the owner gets the discount. Am I correct in this statement?

This is correct. Whomever fronts the money for early payment, receives that reduction in cost. We do not anticipate any discounts but would make the Township aware if any are offered.

10.5 Is this Typical even in the case of negligence? Being a utility does this apply given that we are not profit driven?

This is standard contract language and protects both parties by eliminating any consequential damages.

11.2.3 I would like some clarity on what this is saying. In either case the Design builder should only be paid up to the point of default. If it is in default, why would the township pay the balance to the defaulted?

Since we are using a GMP, the following sentence applies: “Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default.”

Exhibit B

Sewer B – HighTree already has existing tie ins that do not need to be altered

Hightree homes and others on the north side of M-45 require tie in to the proposed M-45 Lift Station due to the existing sewer in the ravine being abandoned. Language has been updated.

3.17 Is there a penalty for not proceeding at this point based on Article 8?

The Step 2 agreement will be presented after bids are received and the Township can make a decision if they want to proceed at that cost or not. Scope reductions can be performed to fit within the Townships budget. If a GMP cannot be agreed upon and the agreement is terminated, Article 8 is applicable. Article 8 has been modified to minimize impacts if the project is terminated while still encouraging both Owner and Design-Builder to reach a GMP that can proceed to construction. 3.17 has been clarified to outline the next steps if a GMP cannot be agreed upon.