Georgetown Charter Township

1515 Baldwin St., Jenison, MI 49428

Finance Committee Meeting Agenda

July 7, 2016, 7:30 a.m.

1. Call To Order
2. Roll Call
3. Approval Of The Minutes Of The Previous Meeting
4. Listing Extension For 8420 48th Ave.

   Motion: To recommend to the Township Office to the listing extension for 8420 48th Ave.

   Documents:

   LISTING EXTENSION 8420 48TH AVE.PDF

5. Fire Department Requests

   Motion: To recommend to the Township Board to approve the Fire Department requests to resurface the parking lot and drives at 44th St. Fire Station, for the bid of $63,750.00 from A-1 Asphalt and to replace the rolled curb, for the bid of $7,965.00 from Kent Companies. Note that funds are in the 2016 budget for both.

   Documents:

   FIRE DEPARTMENT REQUESTS.PDF

6. Liquor License (1603) For Los Amigos Of Jenison

   Motion: To recommend to the Township Board to approve the resolution for the liquor license for Los Amigos of Jenison, Inc.

   Documents:

   LIQUOR LICENSE RESOLUTION.PDF

7. Communications, Letters And Reports
8. Public Comments
9. Other Business
10. Adjournment

AMENDMENT TO LISTING AGREEMENT OR BUYER AGENCY CONTRACT

SECTION 1: AMENDMENT TO LISTING AGREEMENT **MLS#** 28888563

Property Address (or description) 8420 48th Ave Hudsonville, MI

☐ **Change sale price from** _____ **to** _____

☐ **Change lease price from $** _____ **per sq ft ($**_____ **per mo) to $** _____ **per sq ft ($**_____ **per mo)**

☐ **Change square footage from** _____ **to** _____

☒ **Change expiration date from** 6/24/2016 **to** 12/24/2016

☐ **Other:**

SECTION 2: AMENDMENT TO BUYER AGENCY CONTRACT

Name of Buyer on Buyer Agency Contract _____

☐ **Change expiration date from** _____ **to** _____

☐ **Other:**

SECTION 3: PAYMENTS UPON TERMINATION

If this amendment is to effect a termination of the listing agreement, Broker shall receive payment upon execution of this Agreement for:

☐ **Any expenses (including advertising costs and other out-of-pocket expenses) that Broker may have incurred as a result of said listing. The amount of those expenses is $**_____.

☐ **A fee calculated by multiplying the number of hours that Broker reasonably believes have been spent relating to the listing by the sum of $**_____ **per hour.**

The number of hours is _____ **and the total fee is $**_____.

☐ **A flat fee in lieu of hourly compensation in the amount of $**_____.

The undersigned agree that the present ☒ Listing Agreement ☐ Buyer Agency Contract is amended as described above.

Effective Date: 6/14/2016

The undersigned hereby acknowledge receipt of a copy of this amendment to the contract.

_____ Georgetown Township

Witness ☐ **Buyer** ☒ **Seller** ☐ **Landlord** ☐ **Tenant**

_____ _____

Witness ☐ **Buyer** ☐ **Seller** ☐ **Landlord** ☐ **Tenant**

_____

Agent

_____

Broker (required for amendments related to commission fee or acceleration of expiration date)

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GEORGETOWN FIRE DEPARTMENT

TO: Dr. D. Dale Mohr, *Supervisor*

FROM: Chief Hamming

DATE: June 24, 2016

SUBJECT: Fire Department Requests

CC: Township Board Members
Dan Carlton, Township Manager

1.) **Approve the estimate from A – 1 Asphalt in the amount of $63,750.00 to mill, grade, resurface and stripe the parking lot and drives at the 44th Street fire station. Funds are in the 2016 fire budget.**

Quote 1

A – 1 Asphalt $63,750.00

Quote 2

Zeeland Blacktop $63,250.00

Quote 3

Superior Asphalt $68,905.00

2.) **Approve the estimate from Kent Companies to remove 6" curbing, replacing with a rolled curb. Approximately 250 lf. Funds are in the 2016 fire budget.**

$ 7,965.00

Daniel J. Hamming
Fire Chief

Daniel J. Hamming, Fire Chief

Office of the Fire Chief, 1515 Baldwin, P.O. Box 769, Jenison, MI 49428
Phone 616-457-2690 ext. 247 • Fax 616-457-3670 • Email dhamming@georgetown-mi.gov

KENT COMPANIES
LEADERS IN CONCRETE®
130 60th St. SW | Grand Rapids, MI 49548 | P 616.534.4909 | 800.968.2345 | F 616.534.4890

PROPOSAL

To: Georgetown Township Fire Department	Date: 2/24/2015
	Job: Parking Lot at 7480 36th Ave.
	Job Location: Hudsonville, MI
Attention: Matt DeWitt	Prepared By: Steve DeVries, Vice President

BID ITEMS			UNIT PRICES	
ITEM	QUANTITY	UNIT	PRICE	AMOUNT
Remove Concrete Head Curb & Gutter	1	ls	$ 7,965.00	$ 7,965.00
Replace with Concrete Rolled Curb O.C.R.C.				$ -
Approx 250 lf.				$ -
Restore green areas				$ -
				$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Excludes: asphalt wedging and replacement			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
TOTAL				**$ 7,965.00**

This Proposal is contingent on the attached Terms and Conditions.

Exclusions: Notification of Miss Dig, locating utilities, bonds, dues, staking, testing, permits, sealants, excavation, sub-grades, winter conditions and miscellaneous metals

Signature: Date:

Terms and Conditions

1 Allowing Kent Companies, Inc. ("Kent") to commence work or preparation for work or Customer's signature on this Proposal will constitute acceptance by Customer of this Proposal. In the event of any conflict between the terms of this Proposal and any other document, writing, agreement or source, this Proposal shall govern.

2 Kent's schedule of values shall be used to determine progress payments. All sums shall be paid within 30 days of proper request for payment. All sums not paid when due shall bear interest at the rate of 1 1/2 % per month from the due date until paid or the maximum rate permitted by law, whichever is less. Kent shall be entitled to recover from Customer all costs of collection, including reasonable attorneys' fees. Furthermore, Kent shall be entitled to stop work for nonpayment upon two (2) days written notice to Customer. Nothing herein shall be construed to limit any other remedies for breach or nonpayment Kent may have at law or equity.

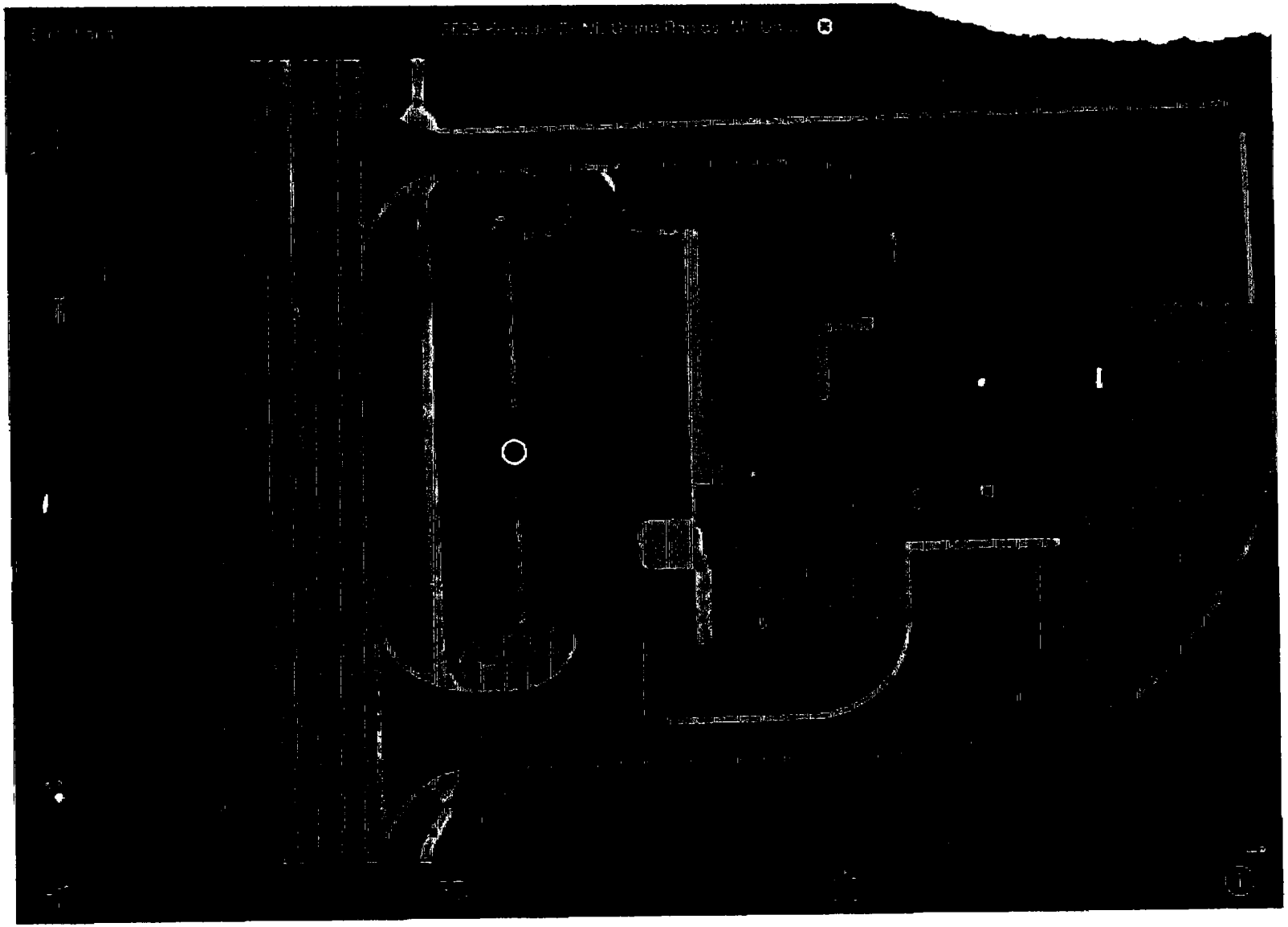
3 The proper venue to resolve any dispute arising under the subcontract shall be the place where the project is located. The laws of the place where the project is located shall govern all disputes, notwithstanding conflicts of law principles.

4 Kent shall be entitled to equitable adjustments of the Proposal price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond Kent's reasonable control, including but not limited to those caused by labor unrest, fires floods, acts of nature of government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer, or other delays caused by Customer or others.

5 This Proposal, including without limitation the price and scope, may not be modified except by a written change order signed by both Kent and Customer. Kent shall have no obligation to perform any additional work until a change order is signed by both Kent and Customer. Costs for work associated with approved change orders shall be billed during the same billing period they are incurred, regardless of whether Customer has fully processed a change order.

6 Kent does not accept the risk of Customer's receipt of payments from any source, and in no event will payments to Kent be based upon, or subject to, Customer's receipt of payment for Kent's work from any source. Payments received by Customer for Kent's work shall be held in trust and used solely for the benefit of Kent and those for whom Kent is responsible.

7 For a period of one (1) year from the date Kent completes its work, Kent will repair or replace any structure or portion of a structure that Kent or its subcontractors installed pursuant to this Proposal that is shown to be materially defective as a result of faulty workmanship or faulty material, ordinary wear and tear and damage caused by third parties excepted. All warranties of merchantability and fitness for a particular purpose are hereby disclaimed Kent. Kent is not responsible for special, incidental or consequential damages and Kent's liability for delay damages shall not exceed 5% of the original subcontract amount. Kent is not responsible for damage to its work by the Customer, other trade contractors or any other party not within Kent's reasonable control, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerances of color variation, thickness, size, finish, texture and performance standards. All warranty claims must be received by Kent not more than one (1) year after completion of Kent's work, and Kent must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. Kent shall have no obligation to honor its warranty unless final payment has been made.



250'
@ 5 locations
3" coll
are reasphalting

7480 36th Ave
Hudsonville

Blane Lester
Superintendent
Kent Companies

Zeeland Blacktop, Inc.
420 North Fairview
P.O. Box 227
Zeeland, Michigan 49464-0227

Estimate

Name / Address
GEORGETOWN TOWNSHIP PO BOX 789 JENISON, MI 49429

Date	Estimate #
5/11/2016	7816

Project
1415 44th

Description	Total
TO MILL(HAUL), REPAVE, RESTRIPE 3,220 S.Y.OF PARKING LOT. MATERIAL TO BE USED 2 1/2" 13A BASE ASPHALT PLUS 1 1/2" 13A TOP COARSE. PAVING	63,250.00

Phone #	Fax #	E-mail
616-772-6337	616-772-9736	toddma@aol.com

Payment due upon completion. 1 1/2% service charge on 30 days past due.

Proposal may be withdrawn within 10 days.

Note-regarding resurface of existing asphalt and concrete-existing cracks and weeds may reflect through new asphalt.

Total $63,250.00

Signature _____

Customer signature _____

A-1 Asphalt, Inc.

4634 Division Ave., Wayland, MI 49348
COMMERCIAL ♦ INDUSTRIAL ♦ RESIDENTIAL ♦ MUNICIPAL
Serving West Michigan Since 1988

DATE: May 13, 2016

PROPOSAL NO: RBI16-2453

Georgetown Charter Twp Fire
1415 44th St
Hudsonville, MI 49426

CONTACT: Lt. Matt DeWitt
PHONE:
CELL: 893-5694
FAX:
E-MAIL: mattdewitt@gmail.com

Job Site: Parking Lot

	QUANTITY	UNIT	UNIT PRICE	COST
Rotomill & remove to a depth of 4 " to gravel Install and compact 22A/crushed asphalt or equivalent as needed to maintain proper grade Fine grade and compact area Install and compact 2.5" of MDOT13A Base Asphalt Install and compact 1.5" of MDOT13A Top Asphalt Striping to be done in latex traffic paint. white/blue: existing layout 24 Stalls, 8 Arrows, 2 Handy Cap, 1 Cross Hatch & 3 No Parking	30,202	sqft		$63,750.00
Saw cut and remove 201 LF of Curb & Gutter Drill & Pin existing Curb & Gutter Install #4 Bar Install 201 LF of Rolled Curbw/ Fiber Reinforsement for improved snow removal Concrete to be completed befor any asphalt work	201	lft		$8,358.00
Job bid to be valid until July 5th Job bid to be completed in two phases				
JOB SITE TO BE LEFT NEAT AND CLEAN				

This bid is good for 10 days due to the unstable liquid asphalt market.

PAYMENT WILL BE AS FOLLOWS:

Orders under $1,000.00 must be fully prepaid, or secured by credit card. Orders over $1,000 require a 10% down payment. Balance due upon completion.
A 3% service charge will be assessed on credit card payments for orders of $1,000.00 or more. Deposits are non-refundable.
We accept Visa, MasterCard, Discover and American Express.

Note: There will be a relocation fee of $150.00 for a 2nd move.
Damages due to heavy equipment crossing concrete work are not covered.
A-1 Asphalt, Inc. is not responsible for landscape, restoration, sprinkler heads, etc. Any weed control, if required, must be applied by owner.
We cannot warranty against reflective cracking on overlay projects. Due to Michigan weather, we cannot warranty against concrete cracking.
Additional charges apply if sub-base is found to be unsuitable and needs replacement. Any charges will be agreed upon in writing by the customer and A-1 Asphalt Inc.
Additional charges will apply for any special insurance requirements such as Waiver of Subrogation or anything above our normal coverage.

Respectfully Submitted by: **Brad Ingle 616-877-4400**

Acceptance of Proposal
Thank you for allowing A-1 Asphalt to submit this Proposal. The Customer hereby agrees and acknowledges that they have carefully reviewed this Proposal, fully understand all of its terms and conditions, including all those terms and conditions on the reverse side of this contract, and voluntarily and knowingly accept the proposal as specified herein. A-1 Asphalt is hereby authorized to perform the work as specified.

I have read, understand and agree to be bound by the terms of this contract, including the Standard Conditions appearing on page 2 (or the reverse side) of this contract, and incorporated by reference. Please sign/initial and date both pages.

By: _____
Individually/Personally Guaranteed

Title: _____

Date: _____

PH: 616-877-4400 or 1-800-871-4401
FAX: 616-877-4630
WWW.A1ASPHALTINC.COM

STANDARD CONDITIONS

All terms and provisions as set forth below are accepted as part of this Contract.

1. Orders under $1,000 must be fully prepaid (by check or credit card), or secured by credit card; with a 10% deposit charged immediately, and balance charged upon completion of work or work installment. Orders over $1,000 require a 10% deposit with balance due upon completion. All deposits are non-refundable. Any invoice(s) not paid within 30 days or within the month received are subject to a time price differential of 1 1/2% per month, which the customer hereby agrees to pay. A-1 Asphalt Inc. accepts payment by credit card (Visa, MasterCard and Discover), so long as Customer agrees to pay a 3% handling charge for orders over $1,000. No charge shall apply for orders under $1,000.

2. Customer is responsible for all permits. A-1 Asphalt Inc. shall carry all necessary insurances, including workers' compensation insurance.

3. There are no warranties of merchantability, and there are no warranties which extend beyond the description contained on any invoice or sales agreement, other than as follows: All material is guaranteed for one (1) year as specified. All claims must be brought to the attention of A-1 Asphalt within 12 months of date of invoice.

4. Any alteration or deviation from the above specifications / proposal which result in additional cost will be performed only upon a written change order signed by both A-1 Asphalt and Customer.

5. A-1 Asphalt Inc. will not be liable for delays caused by labor disturbances, weather conditions, acts of God, and acts of environmental agencies, accidents, shortages of necessary materials and supplies or any other cause beyond our control.

6. Nothing contained in this agreement shall be construed as a waiver or modification of A-1 Asphalt Inc's statutory rights, which lien rights A-1 Asphalt Inc. will exercise if payment by the customer is not made promptly. If A-1 Asphalt Inc. finds it necessary to commence any type of collection proceedings to collect any balance due from the customer, the customer agrees to pay all cost of collection and all attorney fees incurred by A-1 Asphalt Inc., its successors and assigns.

7. A-1 Asphalt retains a security interest in all materials provided by A-1 Asphalt Inc. until payment in full and reserves the right to repossess any and all materials of any kind if all account balances are not paid in full within 30 days of the invoice date. Customer will be responsible for any costs of repossession.

CHOICE OF LAW

The customer agrees and acknowledges that this agreement is fully executed and performed within the State of Michigan and is to be governed and construed as to the laws of the State of Michigan. Customer hereby agrees to waive any objection to the venue of any action brought to collect amounts due and owing by the customer and also irrevocably waives their rights to a trial by jury in any lawsuit proceeding or counter-claim involving this Proposal/Contract.

ENTIRETY CLAUSE

This Agreement and the Attachments hereto constitute the entire agreement between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.

CUSTOMER'S STATEMENT

Customer hereby asserts that all questions in this application have been fully and truthful answered. Customer agrees and understands that the above trade accounts may be contacted for credit information as well as an investigation conducted through credit bureaus. The customer hereby gives all of its creditors and bankers permission to give A-1 Asphalt Inc. information concerning the customer. The customer also gives A-1 Asphalt Inc. permission to give credit reporting agencies or other creditors information relating to any credit given to customer. The customer understands that the terms of the credit are payable upon receipt of invoice. The customer agrees to pay the time price differential in the amount of 1 1/2 % per month on any unpaid balances.

STATUTE OF LIMITATIONS

The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

FORCE MAJEURE

Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Seller or its suppliers, that prevent seller from furnishing the materials or equipment and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this agreement.

OVERRIDING AGREEMENT

These terms supersede and override any and all contractual terms and conditions of the other contracting party howsoever and whenever communicated.

LIMITATION OF LIABILITY

In no event will A-1 Asphalt Inc. be liable to the customer for any lost profits, lost savings or incidental, indirect, special or consequential damages, arising out of your use or inability to use the product or the breach of this agreement.

INDEMNIFICATIONS

Customer agrees to defend, indemnify and hold A-1 Asphalt Inc. harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by A-1 Asphalt Inc's performance of services hereunder, except for injury or loss caused by the negligence or willful misconduct of A-1 Asphalt Inc. These indemnities are subject to specific limitations provided for in this agreement.

INITIAL: _____

DATE: _____

SUPERIOR ASPHALT, INC.
Service Beyond The Surface

669 Century, S.W.
Grand Rapids, MI 49503
616.451.3200
616.451.3969 (fax)

Proposal

Date: May 11, 2016

Quoted to:		Job Name & Location:
Georgetown Twp Fire Dept. 1415 44th St. SW Hudsonville, MI 49426	**Phone:** 616-893-5694 **Fax:** **Cell:**	Georgetown Township Fire Dept Attn: Matt Dewitt

Customer ID	Good Thru	Payment Terms	Sales Rep
Georgetown Fire Dept	30 Days	Due Upon Completion	Dave VanPutten Cell: 881-1124

We hereby propose to furnish materials and labor necessary for the completion of:

Remove and Replace Entire Lot:
To cold mill existing asphalt to full depth and haul millings off site.
Install gravel as needed.
To fine grade gravel and compact.
Install 2.5" of base course asphalt compacted.
Install 1.5" of surface course asphalt compacted.
Layout and paint all parking spaces and pavement markings, using airless paint striping equipment to insure clean, crisp, straight lines. 68,905.00

NOTE: Superior Asphalt, Inc. is not responsible for permits and/or fees if any are required.
NOTE: If Superior Asphalt is the awarded work, we will take core samples to ensure proper sub base.
NOTE: If 2 mobilizations are needed add: 1,500.00

NOTE: Superior Asphalt, Inc. is not responsible for damage to concrete caused by heavy equipment accessing job site.
NOTE: Due to the volatility of the petroleum industry, pricing is subject to change if work is not completed within 30 days of acceptance.
NOTE: Unless prior written arrangements have been made, terms are 50% down, balance due upon completion.

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Total: **See Above Pricing**

Authorized Signature:_____

Acceptance of Proposal
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: Pricing is subject to change if work is not completed within 30 days of acceptance. See Standard Conditions on reverse.

Signature:_____ Date:_____

Printed Name:_____

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a regular (regular or special) meeting of the Georgetown Charter Township Board (township, city, village) council/board called to order by Chairman D. Dale Mohr on July 11, 2016 (date) at 7:30 p.m. (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Oritz Bravo Hernandez & Hernandez LLC, for Los Amigos of Jenison, Inc. (name of applicant)

for the following license(s): New Class C License with SDM (list specific licenses requested)

to be located at: 1814 Baldwin St., Jenison, MI 49428

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it recommends (recommends/does not recommend) this application be considered for approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Township Board (township, city, village) council/board at a regular (regular or special) meeting held on July 11, 2016 (date)

Richard VanderKlok		July 11, 2016
Print Name of Clerk	Signature of Clerk	Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

LARA is an equal opportunity employer/program.Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.