

BIG RAPIDS CHARTER TOWNSHIP BOARD REGULAR MEETING TUESDAY SEPTEMBER 1, 2026

BIG RAPIDS TOWNSHIP HALL, 14230 NORTHLAND DR.

BIG RAPIDS, MI 49307

7:00 PM

AGENDA

PLEDGE OF ALLEGIANCE.

CALL TO ORDER: 7:00 p.m. ROLL CALL: __Borkovich, __ Bechaz, __Everett, __ Marek, __ Saez, __ Teceno, __Welch,

PUBLIC COMMENT:

ADDITIONS TO AGENDA:

CORRESPONDENCE:

CONSENT AGENDA

1. August 5, 2026 Regular Meeting Minutes:
2. July Financial Report:
3. Sheriff's Report:
4. Sewer Department Report:
5. Water Department Report:

UNFINISHED BUSINESS:

1. Ordinance 10.001 Adoption:
2. Wastewater Agreement:

NEW BUSINESS:

1. Deputy Supervisor:
2. Ordinance 153.020 Amendment Draft:
3. Resolution 2026-12:
4. Assessor Request:
5. Township Association Meeting at BRT 10/26, 6:30pm:
6. Other:

Financial

1. Payroll:
2. Accounts Payable:

PUBLIC COMMENT:

ADJOURNMENT:

Big Rapids Charter Township will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed material, if individuals with disabilities, upon five business days notice to the township. Individuals requiring auxiliary aids or services should contact Hannah Saez, Big Rapids Charter Township Clerk, 14212 Northland Drive, Big Rapids, MI 49307- call 231 796 3603 or fax request to 231 796 2533.

**BIG RAPIDS CHARTER TOWNSHIP BOARD
REGULAR MEETING *WEDNESDAY* AUGUST 5, 2026
BIG RAPIDS TOWNSHIP HALL, 14230 NORTHLAND DR.
BIG RAPIDS, MI 49307
7:00 PM
UNAPPROVED**

PLEDGE OF ALLEGIANCE.

CALL TO ORDER: 7:00 p.m. ROLL CALL: Borkovich, Bechaz, Everett, Marek, Saez, Teceno, Welch, present.

PUBLIC COMMENT:

ADDITIONS TO AGENDA:

CORRESPONDENCE:

CONSENT AGENDA

1. July 7, 2026 Regular Meeting Minutes:
 2. July 16, 2026 Special Meeting Minutes:
 3. Election Commission Minutes:
 4. June Financial Report:
 5. Sheriff's Report:
 6. Cemetery and Grounds Report:
 7. Sewer Department Report:
 8. Water Department Report:
 9. Building Department Report:
- A motion to approve of the consent agenda was made by Everett. Supported by Bechaz. Motion passed unanimously.

UNFINISHED BUSINESS:

1. Powerlines Project Introduction: Response from ITC noted in packet.
2. City Lift Station Maintenance Contract: Noted to transition in September.
3. CH Flats & Venlo Petitions: Update on new Petition request for Appraisals moving forward.
4. Ordinance 10.001: Draft – to be adopted at September meeting.
5. Sheriff Department Contract for PS Rev Sharing: A motion was made by Bechaz to approve of the contract. Supported by Teceno. Motion passed unanimously on a roll call vote.
6. Sheriff Department Contract for Liquor Funds/Police Services: A motion was made by Marek to approve of the contract. Supported by Bechaz. Motion passed unanimously on a roll call vote.
7. Resolution 2026-10: Resolution of Support of Tonkin Analysis Release: A motion was made by Saez to approve of Resolution 2026-10. Supported by Bechaz. Motion passed unanimously on a roll call vote.

NEW BUSINESS:

1. Resolution 2026-11: Resolution of Support of Safe Haven Baby Boxes: A motion was made by Saez to approve of Resolution 2026-11. Supported by Teceno. Motion passed unanimously on a roll call vote.
2. MTA Training in October: Noted that Teceno, Marek, and Saez are going.
3. Fall Clean Up Volunteers – September 19: Volunteers needed, requested board members join.
4. Other:

Financial

1. Payroll: A motion was made by Marek to approve of Payroll in the amount of \$33,088.73. Supported by Teceno. Motion passed unanimously on a roll call vote.
2. Accounts Payable: A motion was made by Marek to approve of Payroll in the amount of \$33,088.73. Supported by Bechaz. Motion passed unanimously on a roll call vote.

PUBLIC COMMENT: Brad Deal – Asked how our Dominion equipment was handled and election material was stored.

Kathy Deal – Asked about recall.

Brian Miller – Gave update on boat replacement request of Public Safety Revenue Sharing to replace.

Tom Kunse – Gave update on Safe Haven Baby Boxes, Kathy Smaltz is leading movement. Hospital and Firefighter Association are against it due to liability. Asked us to provide wording we want in a liability waiver. Easier to amend the bill at the committee level.

Dena Marek – Asked Tom Kunse for update on Drain Law being changed.

Tom Kunse – Some jurisdictions did not want to give up authority. Unlikely to be changed. Drain commissioner has more authority than the Governor, can tax properties without a vote. Must be changed.

Chris Zimmerman – Noted that the Michigan Association of Counties took one small part out of their Resolution.

ADJOURNMENT: 8:15pm

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GL Number	Description	Beginning Balance
101-000-001.000	GENERAL FUND Cash - Checking	926,385.51
204-000-001.000	MUNICIPAL STREET FUND - CASH	512,835.94
206-000-001.000	FIRE FUND Cash - Checking	303,088.57
212-000-001.000	LIQUOR LAW FUND Cash - Savings	1,324.36
249-000-001.000	BUILDING INSP FUND Cash - Savings	166,753.58
271-000-001.000	LIBRARY FUND CASH	1,791.22
590-000-001.000	SEWER FUND Cash - Savings	2,331,643.51
591-000-001.000	WATER FUND - CASH	(8,959.45)
701-000-001.000	TRUST & AGENCY CASH	
708-000-001.000	METRO FUND CASH	11,278.12
711-000-001.099	HVC NON-EXP PERPETUAL CARE	104,840.87
711-000-001.100	HVC Cash Expendable	30,232.24
850-000-001.000	PAYROLL CLEARING FUND Cash - Savings	8,831.37

Beginning GL Balance:	4,390,045.84
Add: Cash Receipts	82,504.30
Less: Cash Disbursements	(82,490.73)
Less: Payroll Disbursements	(63,209.56)
Add: Journal Entries/Other	22,195.82
Ending GL Balance:	4,349,045.67

GL Number	Description	Ending Balance
101-000-001.000	GENERAL FUND Cash - Checking	855,486.08
204-000-001.000	MUNICIPAL STREET FUND - CASH	511,627.49
206-000-001.000	FIRE FUND Cash - Checking	301,963.74
212-000-001.000	LIQUOR LAW FUND Cash - Savings	1,328.04
249-000-001.000	BUILDING INSP FUND Cash - Savings	191,186.43
271-000-001.000	LIBRARY FUND CASH	1,816.93
590-000-001.000	SEWER FUND Cash - Savings	2,339,406.51
591-000-001.000	WATER FUND - CASH	(12,154.91)
701-000-001.000	TRUST & AGENCY CASH	100.00
708-000-001.000	METRO FUND CASH	11,309.02
711-000-001.099	HVC NON-EXP PERPETUAL CARE	105,128.28
711-000-001.100	HVC Cash Expendable	30,315.09
850-000-001.000	PAYROLL CLEARING FUND Cash - Savings	11,532.97

Ending GL Balance:	4,349,045.67
Ending Bank Balance:	4,353,699.54

Add: Deposits in Transit

08/03/2026 *Deposit ID: 937	108.62
08/05/2026 *Deposit ID: 940	3,669.43
	3,778.05

Less: Outstanding Checks

AP Checks

Check Date	Check Number	Name	Amount
06/26/2026	35423	JAMES BOUMAN	1,041.66
07/13/2026	35447	JOANNAH SHELDON	175.00
07/22/2026	35451	APPLIED INNOVATION	197.42
07/22/2026	35452	JAMES BOUMAN	1,041.66
07/22/2026	35454	VC3	304.10
07/31/2026	9930838	JOHN HANCOCK LIFE INSURANCE COMPANY	2,321.59
07/31/2026	9930839	STATE OF MICHIGAN	1,403.87
07/31/2026	9930840	VOYA FINANCIAL	536.30

Payroll Checks

Check Date	Check Number	Name	Amount
07/31/2026	13720	LESIEWICZ, STEVEN	1,410.32

Total - 9 Outstanding Checks:	8,431.92
Adjusted Bank Balance	4,349,045.67
Unreconciled Difference:	0.00

08/12/2026 03:08 PM
User: Dena Marek
DB: Big Rapids Town

BANK RECONCILIATION FOR BIG RAPIDS TOWNSHIP
Bank GEN (GENERAL TOWNSHIP CHECKING)
FROM 07/01/2026 TO 07/31/2026
Reconciliation Record ID: 234

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REVIEWED BY: _____

DATE: _____

08/07/2026 06:58 PM
User: Dena Marek
DB: Big Rapids Town

BANK RECONCILIATION FOR BIG RAPIDS TOWNSHIP
Bank TAX (TAX FUND)
FROM 07/01/2026 TO 07/31/2026
Reconciliation Record ID: 235

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GL Number	Description	Beginning Balance
703-000-001.000	Cash - SAVINGS+CHECKING TAX	8,913.51
Beginning GL Balance:		8,913.51
Add: Cash Receipts		470,614.74
Add: Tax Receipts		22,013.79
Less: Cash Disbursements		(246,109.41)
Add: Journal Entries/Other		407.69
Ending GL Balance:		255,840.32

GL Number	Description	Ending Balance
703-000-001.000	Cash - SAVINGS+CHECKING TAX	255,840.32
Ending GL Balance:		255,840.32
Ending Bank Balance:		462,829.49
Add: Deposits in Transit		
	08/03/2026 *Deposit ID: 933	2,097.80
	08/05/2026 *Deposit ID: 941	35,576.96
Less: Outstanding Checks		37,674.76

AP Checks			
Check Date	Check Number	Name	Amount
07/24/2026	4499	BIG RAPIDS PUBLIC SCHOOL	95,082.91
07/24/2026	4500	BIG RAPIDS TOWNSHIP GEN. FUND	2,421.62
07/24/2026	4501	MECOSTA COUNTY TREASURER	147,159.40
Total - 3 Outstanding Checks:			244,663.93
Adjusted Bank Balance			255,840.32
Unreconciled Difference:			0.00

REVIEWED BY: _____

DATE: _____

MECOSTA COUNTY SHERIFF'S OFFICE

Sheriff Brian Miller

225 S. Stewart Avenue, Big Rapids, MI, 49307

(231) 592-0150 Fax (231) 796-5577

Big Rapids Township Monthly Report: July 2026

Traffic Stops-15

Traffic Tickets-6

Appearance Tickets-0

Property Damage Crashes-11

Physical Arrests-3

Animal Control-2

VSU Call Outs-1

Total MCSO Complaints-81

Activities/Information:

On 07/01/2026 at 0331 hours, deputies were dispatched to an address on 13 Mile Rd near 220th Ave for a suspicious complaint. The reporting party stated there was a male who walked up his driveway and rang his doorbell multiple times. He advised the male was either wearing only underwear or short shorts. While en route, Jack advised Central Dispatch that the male was playing with his garage door box. Deputies arrived on scene and had contact with the 51-year-old male suspect, who admitted to doing Methamphetamine a short time before and was acting fidgety. He was arrested for Disorderly Conduct, and during the course of his arrest, a small amount of Methamphetamine was discovered on his person.

On 07-01-2026 at 1157 hours, a deputy was dispatched to a business on Waldron Way in reference to a threat's complaint. The caller, a loss prevention worker at the business, advised that they wanted a customer, later identified as a 64-year-old male, to be trespassed from the store. The caller advised that he had made threats to bring a gun to the store after stating such at his doctor's office. The caller advised that the nurse talking with him had then let the store know about his comments. Contact was made with the male, who advised the comment was taken out of context. He was trespassed from the store.

On 07-03-2026 at approximately 1314 hours, a deputy was dispatched to a business on Perry Ave near 215th Ave for the report of a retail fraud. The caller, loss prevention, stated that they had someone in their office for self-checkout fraud. Has multiple dates of them doing this and were finally able to catch them today. **The offender was a 45-year-old female who was released, with a warrant request being submitted to the prosecutor's office being submitted so a SUMMONS could be issued.**

On 07-03-2026 at 2018 hours, a deputy made a traffic stop on 13 Mile Rd near Arthur Rd, resulting in the 43-year-old male driver being arrested on an outstanding warrant.

On 07-10-2016 at approximately 1630 hours, a deputy was at a store on Perry near 215th Ave in reference to another call for service when he was advised by Asset Protection that a male was seen by another manager stuffing items into a bag and had left the store without paying. The suspect was stopped on the side of the road on a bicycle, where he had a bunch of items in bags as well as a backpack on. The male was detained and provided a false name. He was later identified. The suspect never went to a checkout line and never actually paid for any of the items. He was also found on multiple warrants for his arrest and was lodged for false information, trespassing, as well as the retail fraud and warrants. The male in question was 23 years old.

On 07-10-2026 at approximately 2035 hours, deputies were dispatched to an address on 13 Mile Rd near 230th Ave in reference to a domestic dispute. Central Dispatch advised that the caller, later identified as a 68-year-old male, advised that his son had a cat at the residence and is supposed to be finding a place to live with his children. The male advised that he told his son, 40 years old, to get out, causing his son to start hitting him and screaming at him. After investigating, it was decided to have the parties separated for the evening, and a warrant request was submitted.

On 07-11-2026 at 1146 hours, a deputy was dispatched to a business on Perry near 215th Ave for a reported retail fraud. The caller, a loss prevention worker, advised that they had watched a female suspect, later identified as 51 years old, tag switching. She had a bar code in her hand and was scanning the bar code in her hand while pretending to scan the items that she was misrepresenting. She walked out the first set of doors into the foyer, where she was stopped by Asset Protection and brought into the office willingly. While in the office, she also produced a sub-woofer kit that she had concealed behind her purse up against her person. **The female was trespassed from the store, with a warrant request being submitted to the prosecutor's office, so a SUMMONS could be issued.**

On 07-12-2026 at 1310 hours a deputy was dispatched to a reported retail fraud at business on Perry Ave near 215th Ave. Loss Prevention advised they had a female who was switching tags and when confronted walked out of the store. She had left her identification behind, identifying her as a 37 year old from Troy, Michigan. When she left, she also left the items she had stolen, before being caught. A warrant request was submitted to the prosecutor's office, with the reply from their office being, **"Warrant Denied- Unlikely to result in conviction. Capacity issues. All items recovered."**

On 07-17-2026, at approximately 0023 hours, deputies were dispatched to a business on Waldron Way in reference to an indecent exposure complaint. The front desk staff contacted Central Dispatch advising that there was a male in the lobby who had fallen asleep on the couch and was not wearing pants. The caller indicated that the individual had just gotten up and was not sure if he was a guest. She indicated that he was not wearing underwear either and that he began walking upstairs. The caller advised that she tried to ask if he was a guest, and he did not respond and seemed very intoxicated. She advised that the male was in his 70s, a white male with gray hair in a maroon shirt. She indicated that he went to the second floor and was just standing in the hallway. Dispatch later received a second call, advising that the male was wandering around on the third floor and attempting to get into people's rooms and that no one seemed to know if he was a guest. Upon arriving on scene, the deputies made contact with the 84-year-old male, who was staying at the hotel with his wife. He was in an altered mental state and was transported to the hospital by EMS.

On 07-18-2026 at 1600 hours, a deputy was dispatched to a business on Perry Ave near 215th Ave in reference to a retail fraud complaint. The caller, a loss prevention worker, initially called that they had been following a male in the store who had also taken items yesterday and was ticket switching today. The caller later contacted Central Dispatch back that they had the 51-year-old male detained in their office. The deputy arrived on scene, and after receiving information regarding the call, **the male was trespassed from the store, with a warrant request being submitted to the prosecutor's office, so a SUMMONS could be issued.**

On 07-19-2026 at 0806 hours, a deputy was dispatched to an address on 14 Mile Rd near Northland Dr in reference to a standby. When the deputy arrived on scene, he spoke to both parties, a 24-year-old male and his 20-year-old girlfriend. The deputy was later dispatched to the Mecosta County Sheriff's Office in reference to a domestic assault. Through speaking to both parties, each claimed to have been assaulted. As a result, warrant requests have been submitted to the prosecutor's office for both parties.

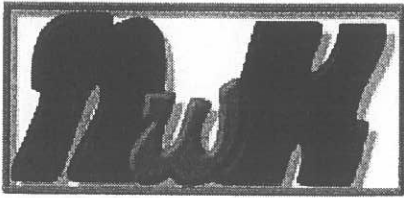
On 07-21-2026 at approximately 1823 hours, a deputy was dispatched to an address on 183rd Ave near 13 Mile Rd for an illegal fire. The deputy arrived on scene and, after speaking to the 64-year-old male who was responsible for the fire and making sure it was out, submitted the report to the prosecutor's office for charges for illegal burning.

On 07-29-2026 at approximately 1224 hours, a deputy was dispatched to a business located on 215th Ave near 15 Mile Rd in reference to a retail fraud. The incident occurred on 07-14-2026 at approximately 1300 hours. The deputy arrived on scene and met with the complainant, who advised that there was an unknown male who had taken 2 speakers on 07-14-2026. She advised that the male had opened up the packaging and left the box near where the speakers were on the shelf. She advised that the empty box was located, and that the unknown male had grabbed a second speaker and opened that box up nearby as well. She advised that the male had concealed the two speakers before exiting the store without paying for them. The unknown male was described as a white male wearing a light green t-shirt. Photos of the male were obtained and provided to local law enforcement in the hope he could be identified. The investigation remains open.

On 07-29-2026 at approximately 1500 hours, a deputy took a complaint of failure to return rental property from a business on Northland Dr near 14 Mile Rd. The date of the incident was 06-17-2026. The deputy arrived and, after receiving the information, submitted a report to the prosecutor's office for a 46-year-old female who had rented the vehicle.

On 07-31-2026 at 1229 hours, a deputy took a retail fraud at a business on Perry Ave near 215th Ave. The suspect had stolen a drone, stereo, and other miscellaneous items on 07-29. The suspect has possibly been identified as a 68-year-old male from Brohman. He has refused to meet with the deputy about the allegations. Investigation into the matter continues.

On 07-31-2026 at 1437 hours, a deputy was dispatched to the lobby of the Mecosta County Sheriff's Office in reference to a walk-in larceny complaint. It was reported that a female had dropped her wallet at a store on 215th Ave near 15 Mile Rd and someone had picked it up and taken it. The deputy received store video in which a black female, who appeared to be in her 20's picked up the wallet. The footage was sent to local law enforcement, with the suspect not yet being identified.



Northwest Kent Mechanical Co.

Commercial • Industrial • Institutional

P.O. Box 216K • 4095 16 Mile Road

Cedar Springs, MI 49319

(616) 696-9026 • Fax (616) 696-9327

www.nwkentmech.com

August 28, 2026

Mr. Bruce Borkovich
Big Rapids Township
14212 Northland Drive
Big Rapids, MI 49307

RE: Monthly Lift Station Report

Dear Bruce,

As we end the summer season with the hint of autumn in the air we look forward to the change. It has been a quiet month all the way around for both Station issues and Miss Digg's. All stations are in good general condition and are functioning as designed.

Monthly Gallon numbers are: Industrial Park = 7438
Gilbert St = 1627976
Perry St = 159217.55

As always if you have any questions or concerns, please feel free to contact me, and Thank You for the opportunity to serve both the township and the community in the capacity.

Sincerely,

Mark Ducat
Northwest Kent Mechanical Co.
616-885-6050

Big Rapids Township Industrial Park Water Plant Monthly Report

JUNE 2026

All operations are normal at the plant. Well number 2 has been working great and producing plenty of water for the distribution system, the chlorine residual has been maintaining between 0.4 and 0.5 mg/L or parts per million.

I received the sample kits and took our quarterly bacteria sample for the third quarter. The diesel fuel is approximately ½ full for the generator and the distribution pumps and motors are all working well.

BIG RAPIDS CHARTER TOWNSHIP

COUNTY OF MECOSTA

ORDINANCE NO. 10.001

AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE CHARTER TOWNSHIP OF BIG RAPIDS, MICHIGAN, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF BIG RAPIDS CHARTER TOWNSHIP DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND DECLARING AN EMERGENCY.

At a meeting of the Township Board of Big Rapids Charter Township, Mecosta County, Michigan, held at the Big Rapids Charter Township Hall on August 5th, at 7:00 pm., Township Board Member _____ moved to adopt the following Ordinance, which motion was seconded by Township Board Member _____.

WHEREAS, the present general and permanent ordinances of Big Rapids Charter Township are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the municipality and for the proper conduct of its affairs; and

WHEREAS, the Acts of the Legislature of the State of Michigan empower and authorize the Big Rapids Charter Township to revise, amend, restate, codify and compile any existing ordinances and all new ordinances not heretofore adopted or published and to incorporate such ordinances into one ordinance in book form; and

WHEREAS, the Legislative Authority of Big Rapids Charter Township has authorized a general compilation, revision and codification of the ordinances of the Big Rapids Charter Township of a general and permanent nature and publication of such ordinance in book form; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF Big Rapids Charter Township

Section 1. The general ordinances of Big Rapids Charter Township as revised, amended, restated, codified, and compiled in book form are hereby adopted as and shall constitute the "Code of Ordinances of the Big Rapids Charter Township."

Section 2. Such Code of Ordinances as adopted in Section 1 shall consist of the following Titles:

TITLE I: GENERAL PROVISIONS

- 10. General Provisions
- 11. Civil Infractions

TITLE III: ADMINISTRATION

- 30. General Provisions
- 31. Organizations
- 32. Personnel Policies

TITLE V: PUBLIC WORKS

- 50. Wastewater
- 51. Water

TITLE VII: TRAFFIC CODE

- 70. Truck Routes

TITLE IX: GENERAL REGULATIONS

- 90. Cemeteries
- 91. Township Park Rules
- 92. Fire Prevention and Protection
- 93. Nuisances

TITLE XI: BUSINESS REGULATIONS

- 110. Used Car Sales and Lots
- 111. Sexually-Oriented Businesses
- 112. Cable Television Service

113. Waste Haulers

114. Marijuana Establishments

TITLE XIII: GENERAL OFFENSES

130. Public Nudity

131. Offenses Against Government Order

TITLE XV: LAND USAGE

150. Building Regulations

151. Division of Lots

152. Floodplain Management

153. Zoning

TABLE OF SPECIAL ORDINANCES

I. Franchises

II. Zoning

III. Tax Exemptions

IV. Bonds

V. Moratoriums

PARALLEL REFERENCES

References to Michigan Compiled Laws Annotated References to Prior Code

References to Resolutions

References to Ordinances

Section 3. All prior ordinances pertaining to the subjects treated in such Code of Ordinances shall be deemed repealed from and after the effective date of this ordinance except as they are included and re-ordained in whole or in part in such Code; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance, nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchises, or granting special rights to certain persons, authorizing

public improvements, authorizing the issuance of bonds or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land to public use, vacating or setting the boundaries of streets or other public places; nor shall such repeal affect any other ordinance of a temporary or special nature or pertaining to subjects not contained in or covered by the Code.

Section 4. Such Code shall be deemed published as of the day of its adoption and approval by the Legislative Authority and the Clerk of Big Rapids Charter Township is hereby authorized and ordered to file a copy of such Code of Ordinances in the Office of the Clerk.

Section 5. Such Code shall be in full force and effect as provided in Section 6, and such Code shall be presumptive evidence in all courts and places of the ordinance and all provisions, sections, penalties and regulations therein contained and of the date of passage, and that the same is properly signed, attested, recorded, and approved and that any public hearings and notices thereof as required by law have been given.

Section 6. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.

NAYS:

ABSENT:

ORDINANCE DECLARED _____.

Bruce Borkovich, Township Supervisor

WASTEWATER COLLECTION SYSTEM OPERATION AND MAINTENANCE AGREEMENT

This Wastewater Collection System Operation and Maintenance Agreement (the “Agreement”) is made as of _____, 2026, by and between the CITY OF BIG RAPIDS, a Michigan municipal corporation, with offices located at 226 N Michigan Avenue, Big Rapids, MI 49307 (the “City”), and the CHARTER TOWNSHIP OF BIG RAPIDS, a Michigan charter township, with offices located at 14212 Northland Drive, Big Rapids, MI 49307 (the “Township”). The City and the Township may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The City owns, operates, and maintains public wastewater collection, transmission, and treatment facilities (the “City Sewer System”) and employs personnel experienced in the operation, maintenance, and repair of the City Sewer System.

B. The Township owns a public wastewater collection and transmission system located within the Township, including gravity sewer mains, force mains, manholes, lift stations, controls, appurtenances, and related public wastewater facilities as more particularly described on Exhibit A attached hereto and incorporated by reference herein (collectively, the “Township System”).

C. The Township desires to retain ownership of the Township System while engaging the City to provide operation, maintenance, repair, administrative, and related services for the Township System on the terms stated in this Agreement.

D. The Parties acknowledge that treatment of wastewater discharged from the Township System is addressed in a separate preexisting treatment agreement between the City and the Township (the “Treatment Agreement”), and this Agreement is not intended to amend, replace, or restate that Treatment Agreement except to the extent expressly stated herein.

E. The Parties enter into this Agreement pursuant to Article VII, Section 28 of the Michigan Constitution of 1963; the Intergovernmental Contracts Between Municipal Corporations Act, 1951 PA 35, as amended, MCL 124.1 et seq.; and, to the extent applicable, the Revenue Bond Act of 1933, 1933 PA 94, as amended, MCL 141.101 et seq., together with all other applicable provisions of Michigan law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings contained in this Agreement, the Parties agree as follows:

1. **Purpose; No Transfer of Ownership.** The purpose of this Agreement is to establish the terms under which the City will operate, maintain, repair, inspect, report on, and provide related administrative services for the Township System as described in this Agreement and set forth on Exhibit B (collectively, the “Services”). The Township retains all right, title, and ownership interest in the Township System. The City’s duties under this Agreement are operational, administrative, and service-related only and do not constitute a conveyance, transfer, lease, or assignment of ownership of the Township System or any portion of it. Further, the Township shall not acquire any right, title, or interest in the City Sewer System pursuant to this Agreement or acquire any additional treatment rights in the City Wastewater Treatment Plant (the “WWTP”), except as expressly set forth in the Treatment Agreement.

2. **Township System Covered.** This Agreement applies to the Township System, including all public mains, force mains, manholes, lift stations, controls, telemetry, electrical components, valves, public laterals to the extent owned or maintained by the Township, and other public appurtenances identified by the Township and accepted by the City for the Services to be provided under this Agreement. The lift stations initially covered by this Agreement include North State Street, Industrial Park, Sheridan Street, Hills of Mitchell Creek, Venlo, Perry Street, Big Rapids High School, Menards, Gilbert Drive, and 14 Mile, together with such other Township-owned wastewater facilities as the Parties may identify in writing.

3. **City Responsibilities.** The City shall provide the Services, consisting of the operation, maintenance oversight, routine inspection, minor repair coordination, emergency response coordination, reporting, and related administrative services for the Township System in accordance with this Agreement. The City shall perform the Services in a manner generally consistent with the standard of care and customary practices applied by the City to comparable components of the City’s Sewer System, subject to the limits, exclusions, funding, approval requirements, and reimbursement obligations stated in this Agreement.

4. **Routine Services Included in Annual Charge.** As part of the Services provided by the City, the City shall visit each Township lift station once each week. Routine weekly visits shall include checking general pump operation, checking general control operation, visually inspecting the wet well, checking amp and meter readings, observing alarms and telemetry conditions, confirming the general operational status of the lift station, and performing other routine observation and operational checks customarily performed by the City’s staff for comparable facilities.

The Services also include monthly testing and startup of the stored portable generator and bypass pump associated with the Township System, unless the Parties agree in writing that such equipment is not available, is not to be maintained by the City, or should be handled under a separate equipment maintenance arrangement.

5. **Additional Services.** Services not expressly included as routine Services under this Agreement shall be treated as “Additional Services” and billed to the Township under Section 11. Additional Services include, without limitation, repairs requiring parts or materials, emergency response, after-hours work, overtime, holiday or Sunday work, tap-in inspections, site plan review, Miss Dig marking, substantial cleaning, contractor coordination, equipment rental, electrical work, pump repair or replacement, force main repair, lift station rehabilitation, capital improvements, and any work reasonably determined by the City to exceed routine weekly inspection and observation.

6. **Operational Authority; Approval Thresholds; Emergencies.** The City shall have operational discretion to determine when maintenance, repair, emergency response, contractor coordination, or other work is reasonably necessary to protect the Township System, maintain public health, avoid property damage, maintain sewer service within the Township, comply with applicable permits or laws, or prevent damage to the City Sewer System. Except in an Emergency or as otherwise authorized in writing, the City shall obtain prior Township approval before authorizing work, materials, equipment, or contractor services expected to exceed \$_____ for a single occurrence.

For purposes of this Agreement, an “Emergency” means a condition that, in the reasonable judgment of the City, requires immediate action to protect public health, safety, or welfare; prevent or mitigate a sanitary sewer overflow, basement backup, service interruption, system failure, property damage, environmental release, or regulatory violation; or protect the City Sewer System or the WWTP. In an Emergency, the City may undertake or authorize work without prior Township approval, and the Township shall reimburse the City for all reasonable costs incurred, including labor, equipment, materials, parts, contractor costs, and administrative costs.

The Township shall designate in writing the Township officials authorized to approve work, expenditures, parts purchases, contractor services, and emergency follow-up work. Approvals may be given by email or other written electronic communication unless the Township later adopts a different written approval procedure and provides notice to the City.

7. **Township Responsibilities.** The Township shall remain financially and legally responsible for the Township System except for obligations expressly assumed by the City under this Agreement. The Township shall provide the City with access to all Township System facilities, easements, records, plans, as-built drawings, equipment manuals, control information, utility account information, emergency contacts, Miss Dig registration information, and other documents reasonably necessary for the City to perform its duties.

The Township shall obtain and maintain all easements, rights-of-way, permits, licenses, authorizations, and approvals necessary for the City to access, operate, maintain, repair, and

coordinate work on the Township System. The Township shall pay all electricity, utility, telemetry, communications, permit, laboratory, engineering, contractor, capital, material, part, equipment, and other costs associated with the Township System unless expressly included in the annual routine service charge.

8. **Parts, Materials, Equipment, and Procurement.** The Township shall ordinarily purchase parts, materials, equipment, and replacement components directly when required for the Township System. The City may recommend required or advisable purchases and may assist with specifications, vendor coordination, and operational review. The City may purchase parts, materials, or equipment on behalf of the Township only with prior Township approval or in an Emergency, and the Township shall reimburse the City for all such costs, together with any applicable administrative charge or markup set forth in Exhibit B or otherwise approved by the Parties.

9. **Miss Dig Coordination.** The Township shall ensure that Miss Dig 811 registration records and notification procedures for the Township System identify the City as an authorized operational contact if the City is expected to receive tickets directly. The City shall respond to Miss Dig tickets involving the Township System that are properly routed to the City and within the Services. Miss Dig marking shall be billed at the rate stated in Exhibit B unless included in a later written amendment. The Township remains responsible for the accuracy and completeness of Township System records and shall reimburse the City for costs resulting from inaccurate, incomplete, unavailable, or outdated records.

10. **Reporting and Records.** The City shall provide the Township Clerk or other Township designee with a monthly written report summarizing readings, observations, routine service performed, notable conditions, recommended repairs, Miss Dig tickets, emergency events, and other comments relating to the Township System. The City shall also provide a quarterly summary report consolidating monthly information and identifying recurring issues, recommended capital improvements, and operational concerns. The Parties may modify the reporting frequency by written amendment or written administrative procedure approved by both Parties.

The City shall maintain records of the Services performed under this Agreement in the ordinary course of its City Sewer System operations. Upon reasonable request, the City shall make nonprivileged records relating to the Township System available to the Township for inspection and copying, subject to applicable law, confidentiality limitations, public records requirements, and reasonable administrative procedures.

11. **Compensation; Additional Service Rates; Billing.** For the Services, the Township shall pay the City an annual service charge of Thirty-Two Thousand Seven Hundred

Sixty Dollars (\$32,760.00), payable in quarterly installments unless otherwise stated in Exhibit B. The Service Charge is based on weekly visits to the Township lift stations identified in Section 2 and the Services described in this Agreement.

Additional Services outside of the routine Services shall be billed at the following initial rates: regular hourly labor rate, \$63.00 per hour; overtime rate, \$94.50 per hour with a two-hour minimum; holiday and Sunday rate, \$94.50 per hour with a two-hour minimum; Miss Dig marking, \$35.00 per ticket; tap-in inspection, \$188.00 per inspection; and site plan review, \$63.00 per hour. The Township shall also reimburse the City for parts, materials, contractor costs, equipment costs, permit fees, utilities, and other third-party charges incurred for the Township System.

The City shall bill the Township quarterly in arrears unless the Parties agree in writing to a different billing cycle. The Township shall pay invoices within thirty (30) days after delivery by the City. Amounts not timely paid may accrue interest at 6% per annum or at such rate as may be mutually agreed by the Parties in writing.

12. Annual Escalator; Financial Review. Beginning on the first anniversary of the Effective Date of this Agreement and on each annual anniversary thereafter, the Service Charge and all hourly or unit rates stated in this Agreement shall increase by three percent (3%) or by the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, Water and Sewer and Trash Collection Services, or a comparable index selected by the City, whichever is greater, unless the Parties agree in writing to a different adjustment.

Within sixty (60) days after the second anniversary of the Effective Date, the Parties shall conduct a financial and operational review to determine whether the annual routine service charge, reimbursement terms, approval thresholds, reporting expectations, and operational assumptions remain appropriate. Following that review, the Parties may amend this Agreement or Exhibit B by mutual written agreement.

13. Subcontractors and Contractors. The Township may use subcontractors or contractors for work on the Township System, provided that any work affecting Township System operations, connection to the City's Sewer System, emergency response, safety, regulatory compliance, or service continuity shall be coordinated with and approved by the City in advance, except in an Emergency when advance approval is not practicable. The City may also engage subcontractors or contractors when reasonably necessary to perform the Services under this Agreement, subject to Township approval if required by Section 6, except in an Emergency. The Township shall bear the cost of all subcontractor or contractor work performed on or for the Township System unless the Parties agree otherwise in writing.

14. **Improvements, Extensions, and System Changes.** The Township shall not construct, authorize, accept, or place into service any material improvement, extension, replacement, relocation, new connection, control modification, lift station modification, or other system change that may affect operation of the Township System or the City's Sewer System or WWTP without first providing the City with plans, specifications, and related information for operational review. The City's review is for operational compatibility only and does not constitute engineering approval, construction approval, assumption of design responsibility, or acceptance of ownership.

15. **Compliance With Law; Regulatory Matters.** Each Party shall comply with all federal, state, and local laws, rules, regulations, permits, ordinances, and orders applicable to its obligations under this Agreement, including applicable requirements of the Michigan Department of Environment, Great Lakes, and Energy or any successor agency. The Township remains responsible for ordinances, user regulation, enforcement, system ownership obligations, capital planning, and any regulatory filings or permits relating to the Township System unless expressly delegated to and accepted by the City in writing.

16. **Insurance; Governmental Immunity; Liability.** Each Party shall maintain insurance or self-insurance customary and appropriate for Michigan municipal entities performing the obligations contemplated by this Agreement, including general liability, automobile liability, workers' compensation, and property or equipment coverage as applicable. Upon request, each Party shall provide evidence of applicable insurance or self-insurance.

Nothing in this Agreement shall be construed as a waiver of governmental immunity, statutory immunity, common-law immunity, or any defense available to either Party or its officers, officials, employees, agents, or representatives under Michigan law, including the governmental tort liability act, 1964 PA 170, as amended, MCL 691.1401 et seq.

17. **Indemnification.** To the extent permitted by law and subject to all applicable immunities and defenses, the Township shall indemnify and hold harmless the City and its officers, officials, employees, agents, and representatives from claims, damages, losses, costs, expenses, liabilities, fines, penalties, and reasonable attorney fees arising out of or relating to ownership, condition, design, construction, capital improvement, failure, overflow, backup, discharge, regulatory noncompliance, or use of the Township System, except to the extent caused by the City's gross negligence or willful misconduct.

To the extent permitted by law and subject to all applicable immunities and defenses, the City shall indemnify and hold harmless the Township and its officers, officials, employees, agents, and representatives from claims, damages, losses, costs, expenses, liabilities, fines, penalties, and

reasonable attorney fees to the extent arising out of the City's gross negligence or willful misconduct in performing services under this Agreement.

18. **Term; Renewal; Termination.** This Agreement shall commence on _____, 2026 (the "Effective Date") and shall remain in effect for an initial term of two (2) years unless sooner terminated as provided herein. The Parties may renew this Agreement for additional terms upon mutual written agreement approved by the governing bodies of both Parties.

Either Party may terminate this Agreement without cause at the end of the initial term or any renewal term by providing not less than one hundred eighty (180) days' prior written notice to the other Party. Either Party may terminate this Agreement for material breach if the breaching Party fails to cure the breach within thirty (30) days after written notice, or if the breach cannot reasonably be cured within thirty (30) days, fails to commence and diligently pursue cure within that period. Termination does not relieve the Township of its obligation to pay amounts incurred or accrued before the termination date or costs reasonably incurred by the City to transition services in an orderly manner.

19. **Relationship to Treatment Agreement.** This Agreement addresses only operation, maintenance, repair, inspection, reporting, administrative, and related services for the Township System. Wastewater treatment, treatment capacity, treatment charges, treatment standards, and related treatment obligations are governed by the Parties' separate Treatment Agreement. If any conflict exists between this Agreement and the Treatment Agreement regarding treatment matters, the Treatment Agreement shall control. If any conflict exists between this Agreement and the Treatment Agreement regarding operation or maintenance of the Township System, this Agreement shall control unless the Parties expressly agree otherwise in writing.

20. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by certified mail, return receipt requested, sent by nationally recognized overnight courier, or sent by email with confirmation of receipt to the following addresses, or to such other address as a Party may designate by written notice:

If to the City, to: City of Big Rapids Attn: City Manager 226 North Michigan Avenue Big Rapids, MI, 49307 mgifford@cityofbr.org	If to the Township, to: Charter Township of Big Rapids, Attn: Township Supervisor 14212 Northland Drive Big Rapids, MI 49307
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21. **Dispute Resolution.** The Parties shall first attempt to resolve disputes under this Agreement through good-faith discussions between the City Manager and Township Supervisor or their designees. If the dispute is not resolved within thirty (30) days after written notice of the dispute, either Party may pursue any remedy available at law or in equity. During the pendency of any dispute, the Township shall pay undisputed amounts when due, and the City shall continue providing services unless continuation is impracticable, unlawful, unsafe, or not reasonably feasible due to the nature of the dispute.

22. **General Provisions.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Venue for any action arising under this Agreement shall be in the state court of competent jurisdiction for Mecosta County, Michigan, unless otherwise required by law.

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous written or oral understandings relating to the same subject matter, except for the separate treatment agreement referenced in Section 19. This Agreement may be amended only by a written instrument approved and signed by both Parties. Neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement is for the benefit of the Parties only and does not create rights in any third party.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The failure of either Party to enforce any provision shall not constitute a waiver of that provision or any other provision. Captions and headings are for convenience only and shall not affect interpretation. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

23. **No Joint Venture; No Agency.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employment relationship, agency relationship, or similar legal relationship between the Parties. Neither Party has authority to bind the other Party or to incur any obligation on behalf of the other Party except as expressly authorized in this Agreement or by separate written approval.

24. **Exhibits.** The following exhibits are attached to and incorporated into this Agreement: Exhibit A, Township System and Lift Stations; Exhibit B, Services and Initial Compensation and Rate Schedule; Exhibit C, Authorized Representatives and Emergency Contacts; and Exhibit D, Reporting Form or Reporting Requirements. If an exhibit conflicts with the body of this Agreement, the body of this Agreement controls unless the exhibit expressly states that it is intended to supersede a specific section of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first written above.

CITY OF BIG RAPIDS:

Date: _____, 2026

By: _____
Mark Gifford
Its: City Manager

By: _____
Karen Manoski
Its: Clerk

CHARTER TOWNSHIP OF BIG RAPIDS:

Date: _____, 2026

By: _____
Bruce Borkovich
Its: Supervisor

By: _____
Hanah Saez
Its: Clerk

EXHIBIT A
Township System and Lift Stations

The Township System includes the Township's public wastewater collection and transmission facilities, including the following lift stations: North State Street, Industrial Park, Sheridan Street, Hills of Mitchell Creek, Venlo, Perry Street, Big Rapids High School, Menards, Gilbert Drive, and 14 Mile. The Township shall provide maps, plans, as-built drawings, equipment lists, control information, telemetry information, easements, access information, and related operational records for the Township System.

EXHIBIT B
Services to be Performed and Initial Compensation and Rate Schedule

Services

[to be inserted]

Initial Compensation and Rate Schedule

Annual Routine Service Charge	\$32,760.00
Regular Hourly Labor Rate	\$63.00/hour
Overtime Rate	\$94.50/hour, two-hour minimum
Holiday and Sunday Rate	\$94.50/hour, two-hour minimum
Miss Dig Marking	\$35.00 per ticket
Tap-in Inspection	\$188.00 per inspection
Site Plan Review	\$63.00/hour
Parts, Materials, Contractors, Equipment, and Third-Party Costs	Reimbursable by the Township at actual cost unless otherwise agreed in writing

I. EXHIBIT C
Authorized Representatives and Emergency Contacts

City authorized representative: _____.

City emergency contact: _____.

Township authorized representative: _____.

Township emergency contact: _____.

Township approval designees and dollar authority: _____.

EXHIBIT D
Reporting Requirements

Monthly reports should include, as applicable, lift station readings, pump and control observations, wet well observations, generator and bypass pump testing, maintenance performed, repairs recommended, repairs completed, Miss Dig tickets, emergency events, customer or property issues referred to the Township, and comments from City wastewater staff. Quarterly reports should summarize monthly activity, recurring problems, recommended capital improvements, and any proposed changes to service assumptions, rates, or approval procedures.

**CHARTER TOWNSHIP OF BIG RAPIDS
MECOSTA COUNTY, MICHIGAN**

ORDINANCE NO. 153.020

At a meeting of the Township Board of Big Rapids Charter Township, The State of Michigan, held at the Big Rapids Charter Township Hall on_____. Township Board Member _____ moved to adopt the following Ordinance, which motion was seconded by Township Board Member _____.

WHEREAS, the Township Board determines that section (2) of Ordinance 153.020 requires special uses and,

WHEREAS, the Township Board desires and intends to add the following special uses to the Ordinance language,

SECTION 2. AMENDMENT TO CHAPTER 150, TITLE XV: The Big Rapids Charter Township Code of Ordinances, Title XV, Chapter 150, Section 153.020, is amended to state:

Section 153.020 (3)

(3) Special Uses:

The following uses may be permitted as a special use upon specific approval by the Township Board of Trustees, functioning as the Big Rapids Township Industrial Park Committee, provided they are found to be in accordance with the provisions of the zoning regulations:

- (a) Any other use, including agricultural and domestic animal uses, which may cause undesirable impact on other properties within the industrial district, or if it is determined to be in the best interest of the township and which may not comply with all conditions and limitations pertinent thereto, but still complies with the spirit of this chapter, as reviewed by the Township Board of Trustees. The Board of Trustees reserves the right to be the sole determining body for special uses in the BIG RAPIDS TOWNSHIP AIRPORT INDUSTRIAL PARK.

The foregoing Ordinance was offered by _____ and supported by _____.

Ayes: Nays: Abstain: Absent:

ORDINANCE DECLARED _____.

BIG RAPIDS CHARTER TOWNSHIP

COMMERCIAL CARD RESOLUTION

RESOLUTION# 2026-12

Pursuant to Michigan State law and public policy, the following apply:

Authorization

The governing board/legislative authority of Big Rapids Charter Township Board has 1) authorized Card use (provided by The Huntington National Bank) for specific purposes and 2) have or will approve and adopt a policy governing usage of the credit card and appropriate oversight controls.

Appropriation

We certify that the governing board/legislative authority approved card usage for those purposes involving the procurement of goods and/or services for which Big Rapids Charter Township has appropriated funds in its annual appropriations budget.

Usage and Oversight Controls

The governing board/legislative authority of Big Rapids Charter Township Board has adopted formal policies and procedures concerning Card usage and oversight, including but not limited to the following considerations: 1) a list of authorized employees; 2) custody of the card(s); and 3) the pre-approval of card usage and reconciliation of usage against purchase orders.

Authorized Person to Execute Agreement

The governing board/legislative authority certifies that the following individual(s) is/are fully authorized to execute/sign a Card Agreement with The Huntington National Bank and Big Rapids Township's Clerk and Treasurer to its terms.

Two Members:

PRINTED NAME: Hannah Saez

PRINTED NAME: Dena Marek

SIGNATURE: _____

SIGNATURE: _____

TITLE: Clerk

TITLE: Treasurer

DATE: _____

DATE: _____

NOW, THEREFORE, BE IT RESOLVED that the Big Rapids Charter Township Board considers this agreement fully effective commencing on this date, September 1, 2026.

AYES:
NAYS:
ABSENT:
RESOLUTION DECLARED _____.

Bruce Borkovich,
Township Supervisor

STATE OF MICHIGAN)
) SS

COUNTY OF MECOSTA

I, the undersigned, the duly qualified and acting Clerk of Charter Township of Big Rapids, Mecosta County, Michigan do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board at a regular meeting on September 1, 2026, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in full compliance with Act No 267, Public Acts of Michigan, 1976 as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed by official signature on this 1st day of September, 2026.

Hannah Saez, Township Clerk

**"Assessing Services"
Proposal to:**

**Big Rapids Charter Township
Mecosta County, Michigan**

And

**Assessor ~ Chris Elder
Deputy ~ Taylor Elder
Deputy ~ Carter Pritchard**

April 1st 2027

Through

March 31st 2028

PROPOSAL - SPECIFICATIONS

This proposal is offered by Chris Elder herein Assessor, to the Big Rapids Charter Township, Mecosta County, Michigan, herein the Township. By way of this proposal the following services are offered to be performed utilizing the following specifications for the Townships benefit:

1. Assessor of Record - During the term of this proposal/agreement, a minimum of a certified MCAO, shall act as the assessor of record and supervise the preparation of the assessment roll, utilizing the services and personnel proposed herein. Chris Elder shall be designated as the Assessor of Record for the Township. If Assessor should become unavailable during the term of the contract, for any reason, the Township or Assessor has full rights to terminate the contract.

2. Public Relations - Advice shall be given to the Township in the development of a public relations program that may be carried out by the staff of the Township under the direction of the Supervisor.

3. Personnel - Assessor shall be professional in manner, appearance, and shall be trained in appraisal techniques. Not all staff working on this project must be Michigan Certified Assessors, but all work will be reviewed by Certified Staff. The Township shall provide a letter of introduction or identification indicating that Assessor is an authorized representatives for the Township in the performance of the terms of this agreement.

Final values shall be developed by no less than a MCAO and all final values shall be approved by no less than MCAO.

3A. Deputy Assessors - The Assessor hereby designates Carter Pritchard and Taylor Elder to serve as Deputy Assessors during the term of this Agreement.

The Deputy Assessors shall perform assessment-related duties as assigned by and under the direct supervision of the Assessor. All work performed by the Deputy Assessors shall be reviewed and approved by the Assessor as required.

The Township shall recognize Carter Pritchard and Taylor Elder as authorized representatives of the Township for assessment-related duties and activities performed under this Agreement.

While performing authorized Township business, the Deputy Assessors shall be provided applicable workers' compensation and liability insurance coverage consistent with the Township's policies and applicable law.

Carter Pritchard shall receive a one-time payment of Two Hundred Dollars (\$200.00) for services performed as Deputy Assessor during the term of this Agreement.

Taylor Elder shall receive a one-time payment of Two Hundred Dollars (\$200.00) for services performed as Deputy Assessor during the term of this Agreement.

The Township shall process and issue payment directly to Carter Pritchard and Taylor Elder. The Assessor authorizes the Township to deduct the combined total of Four Hundred Dollars (\$400.00) from the compensation otherwise payable to the Assessor under this Agreement.

The Deputy Assessor payments shall not increase the Township's total compensation obligation under this Agreement and shall not create any additional financial obligation or expense to the Township.

4. Qualifications - Assessor represents to be familiar with the laws, regulations, and directives regarding the appraisal of real property for assessment purposes within the State of Michigan. Assessor further represents that he is qualified and experienced in appraising any and all types of property located within the boundaries of the Township.

5. Office Space - The Township shall provide office space within the Township Hall or other Township owned or leased building for the completion of the terms of this proposal / agreement.

6. New Construction, Demolitions, Property Splits - During the term of the proposal/agreement Assessor shall oversee the Assessment Administration Process. Various tasks, such as, site inspections, data updates, property record card preparation, and property splits may be designated to other Township Appraisers if applicable. Assessor shall then revalue said new construction, property splits and demolitions. Assessor, or designated Township staff, shall review land division applications and master deed descriptions.

7. Manuals and Appraisal Program - For those properties to be appraised under the terms of this proposal/agreement the modified cost approach (utilizing the Economic Condition Factor) to value shall be utilized. New construction shall continue to be valued via those manuals/appraisal software currently utilized by the Township.

8. Market Studies and Analysis - Neighborhood market studies and analysis of land values shall be performed for the assessment year to determine accurate adjustments to be made to assessments.

9. Personal Property - Personal property forms submitted to the Township for the assessment roll shall be processed utilizing appropriate multipliers published by the Michigan State Tax Commission. Assessor shall review for new businesses within the Township for inclusion on the Assessment Roll. Assessor shall estimate personal property of businesses that do not file personal property statements.

10. Preparation of the Assessment Roll - As the assessor of record, the assessment roll of the Township shall be prepared by Assessor by entering and utilizing those assessed values arrived at through the market studies and analysis, as provided herein.

11. County Equalization and Required Forms - The Assessor shall review and analyze all studies conducted by the County Equalization Department. As assessor of record, all required equalization and State Tax Commission forms shall be prepared by the Assessor.

12. Photographs - A new photograph of each property inspected for new construction and/or demolition shall be taken by the Assessor.

13. Consulting - Assessor will meet as needed with the Supervisor and/or other designated staff of the Township to review progress that has made towards meeting the terms of this proposal/agreement, the preparation of the assessment roll, and other matters that the Assessor and the Township deems necessary to review.

The Assessor shall also discuss with the Supervisor what areas of the assessor's office and assessment system should be upgraded, and estimated cost of said upgrading.

14. Records and Computations to become property of Township - The original records and computations, in respect to any appraisal of property or other work in the Township prepared by Assessor, shall be left in the custody of the Township as belonging to the Township.

15. Record Cards - The Township shall furnish the existing completed property record cards for each separate real property within the Township. These cards shall be formatted so as to meet the approval of the Michigan State Tax Commission and shall provide an area on the record card which indicates the owner's name, the legal description, property dimensions, available street number and mailing address, a column for summarizing total land and building value, and an area to list important information for determining land value. The record card shall also be formatted to show all descriptive information connected with the construction, age, condition, and depreciation of the structure(s), an area for outline sketch, and an area to provide for the listing of any other important information needed in the valuation of the properties included in this proposed project.

16. Board of Review - The Assessor shall also work with and attend the July and December Board of Reviews. The Assessor will be available to meet with the Board of Review for the March organizational meeting along with any reconcile/decision making meetings. The Assessor or (or an agreed upon person) shall be available for at least two regular meetings of the March Board of Review. Staff of the Township shall assist Assessor with the set-up and organization of the Board of Reviews.

17. Defense of Values - Assessor will monitor the defense of values to the Michigan Tax Tribunal. Assessor, shall be responsible for the timely preparation of responses to the small claims division of the MTT. Assessor shall be available, to attend and defend assessments to the Michigan Tax Tribunal (small claims division) as needed during the term of this proposal/agreement. Assessor shall provide said services at a fee of \$50.00 per hour plus expenses.

Responses to the Full Michigan Tax Tribunal shall be prepared by Townships' legal counsel and monitored by Assessor. Assessor shall provide full cooperation with said legal counsel. Should legal counsel not be utilized by the Township for preparation of responses, attendance at counsel conferences, pre-hearings or hearings to the Full Michigan Tax Tribunal, Assessor shall provide said services at a fee of \$100.00 per hour plus expenses. However, in those cases where legal counsel is required and the service is of a legal nature and in excess of the ability of the Assessor, the Township shall be advised of such. In those cases the Township shall provide legal counsel.

Should expert witness and/or preparation of detailed appraisals to the Full Michigan Tax Tribunal be required, Assessor will advise the Supervisor of such requirement. At the option of the Township, Assessor shall provide said service at a mutually agreed upon fee.

18. Insurance and Indemnification Township shall carry public liability and workers' compensation insurance and shall defend, claims, demands, payments, suits, actions, recoveries and judgments of every kind and description brought against it by reason of negligent acts or omissions of Assessor or agents. The Township shall pay or reimburse all overpaid taxes as a result of a judgment or settlement of a claim, appeal or the result of a mistake or error.

19. Termination of Agreement - Either party may terminate this agreement upon giving a 30 day notice to the other party. Thirty days after the receipt of such notice this agreement shall automatically terminate without further obligation of the parties. All Township records shall be delivered to the Township within a 30 day period after notice.

20. Time of Performance - Assessors time of performance is conditioned upon the non-occurrence of an act of God, or other causes beyond the control of the Assessor. They shall not be liable for delays caused by reason of war, strike, order of court, or other public authority (including the Township) or any act of god.

Should the work be delayed for any of the above reasons, Assessor shall be permitted an extension of time corresponding to any time lost at no expense to Assessor.

21. Employee - The relationship between the Township and Assessor is that of employer and employee and should be construed as such.

22. Responsibilities of Township - The Township shall provide the following to the Assessor in the performance of this project:

A. Up-to-date tax maps.

B. A monthly reimbursement of mileage expenses (travel outside of Township)

C. Postage, envelopes, printing of assessment notices, assessment rolls, tax rolls, etc.

D. Make available the current property record cards on file for all real and personal property.

E. Assessment software BS&A Software.

F. Apex Sketching Software

G. Pivot Point Software

23. Assignment of Contract - Neither the Township or Assessor shall assign or transfer this agreement or any portion therein without receiving written approval from the other party nor shall Assessor delegate any of the responsibilities described herein except as provided herein to any persons or entities without the written approval of the Township.

24. Fee and Method of Payment - The fee of the services herein described the below fee schedule shall be used:

Rate of \$_____ Per Parcel (Current Parcel Count _____) Annual salary - _____ paid once per month at the rate of \$_____

Shall be due and payable by the Township to Chris Elder (Assessor) as employee of the township with amount due provided to the township before pay period each month.

24A. Deputy Assessor Payments

The Assessor authorizes the Township to issue one-time payments to the following Deputy Assessors for services performed during the term of this Agreement:

- **Carter Pritchard — \$200.00**
- **Taylor Elder — \$200.00**

The Township shall process and issue payment directly to Carter Pritchard and Taylor Elder. The combined total payment of **Four Hundred Dollars (\$400.00)** shall be deducted from the compensation otherwise payable to the Assessor under this Agreement.

The Deputy Assessor payments shall not increase the Township's total compensation obligation under this Agreement and shall not create any additional expense or financial obligation to the Township.

The Assessor authorizes the Township to make these deductions for the purpose of compensating the Deputy Assessors directly through Township payroll or payment procedures.

25. Term of Agreement - Services to be performed under the terms of this agreement shall commence April 1st 2027 and shall be completed March 31st 2028. The term of this agreement may be extended, by amendment, if mutually agreed to in writing, by each party.

26. Special Assessments and Industrial Facilities Districts - Assessor shall review and analyze all applications for Industrial Exemption Certificates and furnish all necessary information to the State Tax Commission regarding same. Should the Township require special assessment or industrial facility districts to be set up, Assessor will be available to assist the Township in setting up said districts at no additional fee.

27. Additional Services - Additional services (i.e. narrative appraisals) to be performed by Assessor are available at a fee mutually agreed upon between the parties hereto. Additional services, not contemplated by this agreement, are subject to separate agreement as mutually arranged by the parties.

28. Land Division Act Implementation - Assessor is responsible for administration of the Land Division Act.

29. Requirements - 20% of Township to be physically visited each year as suggested by STC
Act as FOIA coordinator for assessment related requests
Attend regular board meeting as needed.
Maintain the BS&A roll so that it is compliant
Attend or have pre-approved personnel attend STC and Tribunal cases

IN WITNESS WHEREOF, the parties hereto have executed or cause to be executed by their duly authorized official the day, month and year above written.

BY _____ Date _____
Assessor Chris Elder

BY _____ Date _____
Township Supervisor – Bruce Borkovich

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount
09/01/2026	GEN	13721	ALBER, VICKI	21.88	20.95
09/01/2026	GEN	13722	COOLEY, ANDREA L	288.75	288.75
09/01/2026	GEN	13723	DEFEVER, DELPHINE	587.38	562.42
09/01/2026	GEN	13724	FRAZEE, JAMES E	170.63	163.38
09/01/2026	GEN	13725	LESIEWICZ, STEVEN	1,662.50	1,432.58
09/01/2026	GEN	13726	MCHUGH, JULIE J	175.00	175.00
09/01/2026	GEN	DD1015	BECHAZ, JOSEPH	291.67	0.00
09/01/2026	GEN	DD1016	BORKOVICH, BRUCE W	4,386.30	0.00
09/01/2026	GEN	DD1017	CASSIDY, CINDY L	138.75	0.00
09/01/2026	GEN	DD1018	CLARKE, ADDISON R	420.00	0.00
09/01/2026	GEN	DD1019	DANIELS, LAURIE A	1,314.38	0.00
09/01/2026	GEN	DD1020	ELDER, CHRISTOPHER A	3,149.53	0.00
09/01/2026	GEN	DD1021	EVERETT, JERALD D	291.67	0.00
09/01/2026	GEN	DD1022	IAFRATE, DEBRA J	1,239.25	0.00
09/01/2026	GEN	DD1023	KANOUSE, CHAD E	600.00	0.00
09/01/2026	GEN	DD1024	KONDZIOLKA, CHERYL L	642.88	0.00
09/01/2026	GEN	DD1025	LUTHER, MELANIE S	1,227.25	0.00
09/01/2026	GEN	DD1026	MAREK, BRYAN D	3,660.00	0.00
09/01/2026	GEN	DD1027	MAREK, DENA R	4,549.66	0.00
09/01/2026	GEN	DD1028	MASON, BRENT	1,916.67	0.00
09/01/2026	GEN	DD1029	MOSS , MARK E	1,614.00	0.00
09/01/2026	GEN	DD1030	SAEZ, HANNAH C	4,364.66	0.00
09/01/2026	GEN	DD1031	SHELDON, JOANNAH I	35.00	0.00
09/01/2026	GEN	DD1032	SMITH , STEVEN L	450.00	0.00
09/01/2026	GEN	DD1033	TECENO, CHRISTOPHER S	291.67	0.00
09/01/2026	GEN	DD1034	WELCH, RONALD J	291.67	0.00
09/01/2026	GEN	DD1035	WILKINSON, SEBASTION L	133.00	0.00

Totals:		Number of Checks: 027	33,914.15	2,643.08
Total Physical Checks:		6		
Total Check Stubs:		21		

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN GENERAL TOWNSHIP CHECKING						
08/05/2026	GEN	35455	ACC00	ACCIDENT FUND COMPANY	MONTHLY INS INSTALLMENT	525.30
08/05/2026	GEN	35456	CIT02	BIG RAPIDS CITY TREASURER	WATER TEST	36.00
08/05/2026	GEN	35457	PIO00	BIG RAPIDS PIONEER	26 WEEK RENEWAL	200.98
08/05/2026	GEN	35458	BIG01	BIG RAPIDS TWP SEWER REC. FUND	TOWNSHIP OFFICES, HALL, FD 314212,21423	51.21
08/05/2026	GEN	35459	CELDER	CHRIS ELDER	DOOR HANGERS	343.24
08/05/2026	GEN	35460	DO ALL DOU	DO ALL DOUG	MALINA, MAE, TEACHOUT BURIALS, BRUSH RE	1,800.00
08/05/2026	GEN	35461	WIL02	ERIC D. WILLIAMS	GEN LEGAL, ASSESSOR POLICY, TAX TRIB	342.50
08/05/2026	GEN	35462	GRANGER	GRANGER	PARKS JUNE & JULY	581.32
08/05/2026	GEN	35463	SHELDON	JOANNAH SHELDON	HALL/OFFICE CLEAN	175.00
08/05/2026	GEN	35464	MOSS01	MARK MOSS	JULY MILEAGE	97.88
08/05/2026	GEN	35465	MCE00	MECOSTA COUNTY EQUALIZATION	SUMMER TAX POSTAGE	1,240.67
08/05/2026	GEN	35466	MEC01	MECOSTA COUNTY ROAD COMMISSION	WOODWARD & 205TH CHIP & FOG SEAL	60,063.72
08/05/2026	GEN	35467	MCT00	MECOSTA COUNTY TREASURER	CIRCLE DRIVE MOBILE HOME PARK TAX 40 UN	100.00
08/05/2026	GEN	35468	MIMEDIA	MICHIGAN MEDIA GROUP	AUGUST ELECTION TESTING NOTIFICATION BR	82.38
08/05/2026	GEN	35469	NORTHWEST	NORTHWEST KENT MECHANICAL CO.	MAINT, 14 MISS DIGS, SVC CALLS, LOW WAT	11,570.55
08/05/2026	GEN	35470	STA01	STATE STREET HARDWARE	AIR COMPRESSOR	637.97
08/05/2026	GEN	35471	VC3	VC3	JULY MONTHLY MICROSOFT	304.10
08/05/2026	GEN	35472	WOL01	WOLVERINE POWER SYSTEMS	VENLO LS BATTERY FIX	3,225.51
08/05/2026	GEN	35473	MTA00	MICHIGAN TOWNSHIP ASSOCIATION	CLERK TWP GOV ACADEMY	35.00
08/07/2026	GEN	35474	FIR00	FIRST NATIONAL BANK	AUGUST POSTAGE, STARLINK, SUPPLIES FOR	2,128.73
08/07/2026	GEN	35475	FIR00	VOID		0.00
08/07/2026	GEN	9930849 (E)	CON00	CONSUMERS ENERGY	HIGHBANKS GATE	852.26
08/15/2026	GEN	9930848 (E)	SBS00	SMALL BUSINESS ADMIN SERVICES LLC	HRA MONTHLY SVC FEE	77.50
08/19/2026	GEN	35476	ACE	ACE HARDWARE	PAINT SUPPLIES FOR PARK	172.48
08/19/2026	GEN	35477	APPLIEDINO	APPLIED INNOVATION	MONTHLY PHONES CONTRACT	255.30
08/09/2026	GEN	35478	CIT02	BIG RAPIDS CITY TREASURER	4TH QUARTER FIRE PROTECTION	115,635.29
08/19/2026	GEN	35479	BIG01	BIG RAPIDS TWP SEWER REC. FUND	TOWNSHIP OFFICES, HALL, FD 314212,21423	51.21
08/19/2026	GEN	35480	CHA01	CHARTER COMMUNICATIONS	FIRE DPT, CEM, TWP OFFICES	649.99
08/19/2026	GEN	35481	CELDER	CHRIS ELDER	TRIBUNAL CLASS REIMBURSEMENT	153.75
08/19/2026	GEN	35482	FAH00	FAHEY SCHULTZ BURZYCH RHODES PLC	REVIEW, MEET AND DISCUSS ANNEXATION HIS	3,037.50
08/19/2026	GEN	35483	GRANGER	GRANGER	BR TOWNSHIP	464.58
08/19/2026	GEN	35484	GRE02	GREAT LAKES ENERGY	BR TOWNSHIP	29.35
08/19/2026	GEN	35485	JBOWMAN	JAMES BOUMAN	WATER PLANT TREATMENT SERVICES JULY 26	1,041.66
08/19/2026	GEN	35486	SHELDON	JOANNAH SHELDON	HALL/OFFICE CLEAN	175.00
08/19/2026	GEN	35487	MEC01	MECOSTA COUNTY ROAD COMMISSION	FUEL USAGE JULY	224.28
08/19/2026	GEN	35488	NORTHWEST	NORTHWEST KENT MECHANICAL CO.	MAINT, 9 MISS DIGS, GILBERT ALARM SVC,	6,613.40
08/19/2026	GEN	35489	ROUTLEY	ROUTLEYS INC	JUNE PORTABLE RESTROOM	250.00
08/19/2026	GEN	35490	SPECPRINT	SPECTRUM PRINTERS INC	VOTE TEST DECKS FOR BRT AUG	379.00
08/19/2026	GEN	35491	STA01	STATE STREET HARDWARE	KEYS	67.31
08/19/2026	GEN	35492	PIO00	THE PIONEER GROUP	MTG MINS, ORDINANCE PROPOSALS	277.04
08/19/2026	GEN	35493	VC3	VC3	MICROSOFT 350 MONTHLY	304.10
08/19/2026	GEN	35494	XEROX	XEROX FINANCIAL SERVICES	MONTHLY CONTRACT PAYMENT	541.28
09/01/2026	GEN	35495	ACC00	ACCIDENT FUND COMPANY	MONTHLY INS INSTALLMENT	525.30
09/01/2026	GEN	35496	BATTLE	BATTLE ELECTRIC	AMP OUTLET IN HALL FOR ADA DOOR	350.00
09/01/2026	GEN	35497	MISC	BECHAZ, RUTHANN	Plot Refund: HIGHLANDVIEW-07-63-NW-2	400.00
09/01/2026	GEN	35498	MISC	ISELER, JO ANNE DONLEY	Plot Refund: HIGHLANDVIEW-16-93--3	400.00
09/01/2026	GEN	35499	SHELDON	JOANNAH SHELDON	HALL, OFFICE CLEAN, BUG SPRAY TREATMENT	208.99
09/01/2026	GEN	35500	MOSS01	MARK MOSS	AUG MILEAGE	133.40
09/01/2026	GEN	35501	MEC01	MECOSTA COUNTY ROAD COMMISSION	FUEL USAGE AUG	173.84
09/01/2026	GEN	9930850 (E)	DELTA	DELTA DENTAL	MONTHLY DENTAL/VISION	344.10
09/01/2026	GEN	9930851 (E)	CHE00	HUNTINGTON BANK	FED TAX WH EFTPS	6,069.51
09/01/2026	GEN	9930852 (E)	JHI00	JOHN HANCOCK LIFE INSURANCE COMPANY	401A CONTRIBUTION	2,321.59
09/01/2026	GEN	9930853 (E)	PRIORITY H	PRIORITY HEALTH	MONTHLY HEALTH INSURANCE	3,765.77
09/01/2026	GEN	9930854 (E)	STA00	STATE OF MICHIGAN	STATE TAX WH	1,410.10
09/01/2026	GEN	9930855 (E)	VOYA	VOYA FINANCIAL	VOYA 457 DEDUCTION	543.70

GEN TOTALS:

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Total of 55 Checks:						231,440.64
Less 1 Void Checks:						0.00
Total of 54 Disbursements:						<u>231,440.64</u>