

January 11, 2021 **AGENDA** Thornapple Township

Our Vision: Your vibrant and natural community, with a small-town heart.

Our Mission: To maintain effective government contributing to sustainable growth through sound investment while preserving the small-town heritage, recreational spaces, active agriculture, and the rural feel of our township.

NOTICE

**To have audio access to this 7 p.m. Meeting of the Thornapple Township Board,
Dial: (978) 990-5348 Access Code: 7315428#**

1. Invocation

2. Pledge of Allegiance

3. Roll Call:

☐ Schaefer ☐ Buckowing ☐ Campbell ☐ DeMaagd ☐ Selleck ☐ Rairigh ☐ Willshire

4. Approval of Printed Agenda:

☐ approve as presented ☐ approve as amended

5. Approval of Consent Agenda: ☐ approve as presented ☐ approve as amended

- a. Minutes of the Regular Meeting of December 14, 2020
- b. Revenue and Expenditure Report
- c. Financial Activities and Investments Report
- d. Invoice GL Distribution Report and Approval List totaling: **\$81,788.64**
- e. Emergency Services Committee Minutes of January 6, 2021
- f. Chief's TTES Run Report
- g. Zoning Administrator's Report
- h. Code Enforcement Report
- i. T.A.P.R.C. Minutes of January 7, 2021
- j. Correspondence

6. First Public Comment: (Please limit comments to 3 minutes)

7. County Report: Commissioner Catherine Getty

8. Reserved Time:

9. Clerk's Report:

a.

10. Treasurer's Report:

a.

11. Planning and Zoning Report:

a.

12. Emergency Services Report:

- a. Re-approval of updated HVAC system for the TTES building \$12874.00
- b. Summary

13. Unfinished Business:

- a. Broadband/internet update
- b. Ordinance update

14. New Business:

- a. Committee assignments
- b. Agenda item request form(s)
- c. Zoom meeting for Feb 8th Board meeting
- d. Motion to adopt resolution 01-2021

15. Committee Reports:

- a. Administration (Schaefer, Buckowing, Willshire)
- b. Cemetery (Willshire, DeMaagd, Rairigh)
- c. Middleville DDA Report (Schaefer)
- d. Elections (Willshire, Buckowing, Selleck)
- e. Emergency Services (DeMaagd, Schaefer, Rairigh)
- f. Finance (Buckowing, Willshire, DeMaagd)
- g. Parks and Recreation Report (Schaefer)
- h. Personnel – Compensation (Willshire, Campbell, Selleck)
- i. Property and Public Utilities (Schaefer, DeMaagd, Campbell)
- j. Roads and Highways (Campbell, DeMaagd, Selleck)

16. Second Public Comment Period (Please limit comments to 5 minutes)

17. Poll of Members:

Kim Selleck (Trustee)

Sandy Rairigh (Trustee)

Ross DeMaagd (Trustee)

Curt Campbell (Trustee)

Deb Buckowing (Treasurer)

Cindy Willshire (Clerk)

Eric Schaefer (Supervisor)

Adjournment time: _____ pm

Next regular monthly meeting scheduled for February 8, 2021 @ 7:00 p.m.

TOWNSHIP OF THORNAPPLE

Vacant, *Supervisor* / Debra K Buckowing, *Treasurer* / Cindy A. Willshire, *Clerk*
Curt Campbell, *Trustee* / Ross DeMaagd, *Trustee* / Kim Selleck, *Trustee* / Sandra Rairigh, *Trustee*

269-795-7202 - Fax 269-795-8812 - thornapple-twp.org
PO Box 459 - 200 E Main St. - Middleville, MI 49333



REGULAR MEETING Held by teleconference (978) 990-5348 December 14, 2020

1. INVOCATION
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

TIME: 7:00 P.M.

ROLL CALL:	Buckowing: Campbell: DeMaagd:	Present Present Present	Rairigh: Selleck: Willshire:	Present Present Present
OTHERS PRESENT:	Mike Bremer, Chief Eaton, Catherine Getty, Eric Schaefer, Amy Brown, Sherry Ronning, Joe Johnson, Luke Froncheck, Patricia Rayl			

4. APPROVAL OF PRINTED AGENDA:

MOTION STATED:	Buckowing– Motion to approve the agenda as amended with the addition of 9a. Board Meeting Dates and 14c. Barry county 911 dispatch appointment to oversight board.
MOTION SUPPORTED:	Rairigh
MOTION STATUS:	Motion approved by roll call vote.

ROLL CALL VOTE:	Buckowing: Campbell: DeMaagd:	Yes Yes Yes	Rairigh: Selleck: Willshire:	Yes Yes Yes
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5. APPROVAL OF CONSENT AGENDA:

MOTION STATED:	Buckowing – Motion to approve the consent agenda as presented.
MOTION SUPPORTED:	Rairigh
MOTION STATUS:	Motion approved by roll call.

ROLL CALL VOTE:	Buckowing: Campbell: DeMaagd:	Yes Yes Yes	Rairigh: Selleck: Willshire:	Yes Yes Yes
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6. FIRST PUBLIC COMMENT:

A. Sherry Ronning - On behalf of the village of Middleville, she would like to offer condolences on the loss of Dan Parker.

B. Mike Bremer thanked everyone for allowing him to be a 'fly on the wall' at tonight's meeting.

7. COUNTY REPORT:

County Commissioner Elect Catherine Getty:	She stated that everyone is still kind of shocked at the passing of Dan Parker and that it is with a solemn heart that she takes on this role. She has been observing the county commissioner meetings. Two meetings in December have been canceled and have shifted the COW and board meeting to online. The board meeting will be held on zoom tomorrow. They will be holding a public hearing on the annexation of the NTA Landscaping property into the village of Middleville at tomorrow's board meeting. They will also be voting on whether to allow a millage for Middleville village's wastewater treatment plant expansion. Also, they will be making several appointments to committees later in January with the new board coming on.
Board Response:	None.

8. RESERVED TIME: None.**9. CLERK'S REPORT:**

A. Township Board Meeting Dates for 2021 – Second Monday of every month at 7 pm.

Willshire asked if anyone had a preference as to the day or time. Stated that they could be adjusted at this time if anyone was interested. DeMaagd stated that he was fine with 7 pm start time. Campbell and Rairigh also said 7 pm was fine. There was no dissenting comment made. Campbell asked about roll call voting and if it was necessary for all items. Bremer stated it is not an official rule, but we did have to have a vote which can be by voice. Only resolutions or money spent need to have roll call votes.

MOTION STATED:	Willshire – Motion to approve the Board Meeting Dates for 2021 - 2nd Monday of every month at 7 pm.
MOTION SUPPORTED:	Campbell
MOTION STATUS:	Motion approved by 6 voice votes.

10. TREASURER'S REPORT: None.**11. PLANNING AND ZONING REPORT:** None.**12. EMERGENCY SERVICES REPORT:**

- A. Summary-** The EMS meeting minutes show that full time staff has discussed wages and benefits, but that will be discussed shortly. They also discussed that the first part of December was kind of busy and then they went all 72 hours without a call. They expect to end the year only slightly lower than last year at a thousand calls. A company called Hex Armor donated 30 pairs of safety glasses or googles to TTES as part of their Covid PPE. They are being handed out as staff works their shifts. TBC also dropped off a Christmas gift basket of snacks and goodies (like warming socks) to TTES. Chief Eaton wanted to thank them for their generosity and support. Chief Eaton stated that the State of Michigan will not be issuing credit for any more in person continuing education. They are requiring all training to be held online. Eaton has heard that Caledonia Fire Department uses “Target Solutions” and another EMS person who certified the ambulance recently mentioned “Fire Rescue One.” Eaton will be finding out more soon. Although now that the vaccine is available, he wonders if they will be allowed in person training once they have been vaccinated.

13. UNFINISHED BUSINESS:

- A. Broadband/internet Update – None.**
- B. Ordinance update – None.**
- C. Salary/Benefit Adjustments for 2021/2022 fiscal year –** Bremer stated that the board can have the conversation tonight or defer it to the next budget meeting. Willshire stated it would probably be best to have at the budget meeting. She asked if everyone was in favor of that? Three members of the board voiced their agreement with no dissenting comment being heard.
- D. Township Supervisor transition –** Willshire said she would like to appoint Eric Schaefer as Thornapple Township Supervisor starting January 1 to fill out the term for the four years. Campbell asked if that was a motion? Willshire affirmed it was. Campbell stated that he supported that motion. The board discussed the process for appointing someone to the Supervisor and the deadline involved otherwise it would require a special election. DeMaagd stated that he was interested in the position and wanted to discuss that. Selleck stated that he did not know Schaefer. Bremer gave a summary of information about Schaefer. Then the roll call was taken. Eric thanked everyone for the opportunity to serve even though it's the worst way to have happened with Dan Parker's passing away.

MOTION STATED:	Willshire - Motion to appoint Eric Schaefer as Thornapple Township Supervisor starting from January 1 until the next election in November of 2022.
MOTION SUPPORTED:	Campbell
MOTION STATUS:	Motion passed with a roll call vote of 4 yes and 2 no's.

ROLL CALL VOTE:	Buckowing:	Yes	Rairigh:	Yes
	Campbell:	Yes	Selleck:	No
	DeMaagd:	No	Willshire:	Yes

- E. Adoption of Resolution 17-2020 Tax Increment Revenue Sharing Agreement – Bremer explained that a similar resolution had been passed but that resolution would have taken place incrementally where this one would be effective immediately and thereby providing about \$10,000.00 - \$12,000.00 to Emergency Services for their budget.

MOTION STATED:	Buckowing - Motion to approve Resolution 17-2020, Tax increment Revenue Sharing Agreement.
MOTION SUPPORTED:	Rairigh
MOTION STATUS:	Resolution 17-2020 adopted by roll call.

ROLL CALL VOTE:	Buckowing:	Yes	Rairigh:	Yes
	Campbell:	Yes	Selleck:	Yes
	DeMaagd:	Yes	Willshire:	Yes

14. NEW BUSINESS:

- A. Adoption of Resolution 18-2020 Land Acquisition Project Agreement with Michigan Department of Natural Resources – Willshire invited Bremer to give a summary. Bremer stated that this was necessary as part of the ongoing grant process for the trail heading north from Middleville. Buckowing asked when and where the money needed to be sent from the Township. Bremer stated that it did not need to be sent to the DNR or State. It would go directly to pay the residents for either the sale or easement rights of their property. Rairigh asked if Bremer would be negotiating on behalf of the township? Bremer stated he could not, but suggested Getty could do so as the Zoning Administrator and Eric Schaefer as the new Supervisor would be added to the paperwork on the grant application. Selleck asked who the landowners were and where the trail would be located. Bremer clarified that the property is the old railroad bed from Crane/ Finkbeiner to where the tunnel is and going north toward Caledonia. He named some of the landowners. Buckowing asked the board for permission to set up a separate account for the \$150,000.00 with assigned general ledger numbers for these funds for tracking through the entire process. The board gave its agreement by voice with no dissenting comments made.

MOTION STATED:	Buckowing - Motion to approve Resolution 18-2020, Land Acquisition Agreement with Michigan Department of Natural Resources.
MOTION SUPPORTED:	Willshire

MOTION STATUS:	Resolution 18-2020 adopted by roll call.			
ROLL CALL VOTE:	Buckowing: Campbell: DeMaagd:	Yes Yes Yes	Rairigh: Selleck: Willshire:	Yes Yes Yes

- B.** Approval of 2021 Holiday Schedule – Willshire asked if there were any questions or concerns about the schedule? Rairigh asked about December 23. Willshire answered that Christmas Eve falls on a Friday in 2021 so it is observed the day before since the office is not open on Fridays.

MOTION STATED:	Buckowing-Approve 2021 Holiday Schedule for the township offices.
MOTION SUPPORTED:	Willshire
MOTION STATUS:	Motion approved with 6 yes voice votes with no dissenting voices heard.

- C.** Barry County 911 dispatch board appointee – Doug Peck (Hope Township Supervisor) was recommended to fill the one seat on the board which represents all the townships in Barry County. The term is four years. If the board has any concerns about his appointment to the board, then they have been requested to email Stephanie Lehman and let her know. If, however, the board supports his appointment then no further action is required.

15. COMMITTEE REPORTS:

- A.** Administration (_____, Buckowing, Willshire) Buckowing requests Eric Schaefer stop by the office before January 1, to meet the staff, pick up new hire paperwork, as well as get his door code. Eric thanked everyone and said he is looking forward to working with them.
- B.** Cemetery (Willshire, DeMaagd, Rairigh) – Nothing for now but rates will be increased soon. Selleck asked what Shaw Cemetery was. Buckowing explained that it is an endowment fund from Julia Shaw for use on non-ordinary type expenses for the cemetery. Buckowing also stated that the village of Middleville had done some road work at the cemetery.
- C.** Elections (Willshire, Buckowing, Bremer) – Noting new. Everyone has seen the news reports.
- D.** Emergency Services (DeMaagd, _____, Rairigh) – Nothing new except that there was discussion about the suggested changes to the compensation package that will be covered at the Budget meeting.
- E.** Finance (Buckowing, Willshire, DeMaagd) – Nothing new here.

F. Parks and Recreation Representative () – Bremer stated that the minutes of the TAPRC board meeting we in the consent agenda and so perhaps Schaefer may decide to remove this item from the Committee section as it would really be a duplicate to the minutes.

G. Personnel – Compensation (Willshire, Campbell,) – None, as it is to be discussed at the Budget meeting.

H. Property and Public Utilities (, DeMaagd, Campbell) – Nothing new.

I. Roads and Highways (Campbell, DeMaagd) – There are more potholes but otherwise nothing new.

17. SECOND PUBLIC COMMENT PERIOD: Patricia Rayl from the village of Middleville gave her condolences on the passing of Dan Parker. She also wanted to congratulate Eric Schaefer on being appointed as the new Township Supervisor. Mike Bremer also congratulated Eric Schaefer.

18. POLL OF MEMBERS:

Kim Selleck (Trustee) – None.

Sandy Rairigh (Trustee) – If Schaefer is Supervisor, will he need to step down from the Board of Review? Bremer stated not yet as he will not start until January 1 and can then find someone to replace him. Rairigh also wanted to confirm that Bremer had been removed from the health insurance and Voya pension? Yes, he had.

Ross DeMaagd (Trustee) – None.

Curt Campbell (Trustee) – Welcome Eric Schaefer to the board and wish everyone a Merry Christmas and a Happy New Year.

Deb Buckowing (Treasurer) – Also echoed what Campbell said.

Cindy Willshire (Clerk) – Also, agreed and welcomed Eric and wished all a Merry Christmas and Happy New Year.

_____ (Supervisor) –

18. ADJOURNMENT:

TIME: 7:54 P.M.

MOTION STATED:	Buckowing– Move to adjourn
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MOTION SUPPORTED:	Campbell
MOTION STATUS:	Motion approved by 6 voice votes.

Amy Brown, Recording Secretary

Approved____/2020__

User: CINDY

DB: THORNAPPLE

PERIOD ENDING 12/31/2020

% Fiscal Year Completed: 75.34

GL NUMBER

DESCRIPTION

2020-21
AMENDED BUDGETYTD BALANCE
12/31/2020
NORMAL (ABNORMAL)ACTIVITY FOR
MONTH 12/31/2020
INCREASE (DECREASE)AVAILABLE
BALANCE
NORMAL (ABNORMAL)% BDGT
USED

Fund 101 - GENERAL FUND

Revenues

101-000-402.000	CURRENT TAX COLLECTION	290,819.00	30,673.98	18,831.15	260,145.02	10.55
101-000-405.000	HILLTOP LITE/SP ASSESSMENT	2,220.00	60.00	60.00	2,160.00	2.70
101-000-447.000	PROP TAX ADMINISTRATION FEES	128,500.00	45,986.47	5,303.67	82,513.53	35.79
101-000-450.000	MOBILE HOME FEES	1,500.00	768.00	0.00	732.00	51.20
101-000-574.000	STATE SHARED REVENUE	400,370.00	271,993.00	76,713.00	128,377.00	67.94
101-000-610.000	WRIT OF GARNISHMENT	0.00	35.00	35.00	(35.00)	100.00
101-000-626.100	CHG FOR SERV/SUMMER SCHOOL TAX	8,375.00	8,302.50	0.00	72.50	99.13
101-000-626.200	CHRG FOR SERV/ZONING	6,500.00	6,080.00	75.00	420.00	93.54
101-000-643.000	SALE OF CEMETERY LOTS	2,500.00	6,445.00	575.00	(3,945.00)	257.80
101-000-643.100	CEM OPEN/CLOSING FEES	10,000.00	8,550.00	725.00	1,450.00	85.50
101-000-643.200	CEM FOUNDATION FEES	6,000.00	8,271.08	944.24	(2,271.08)	137.85
101-000-665.000	EARNED INTEREST	8,000.00	5,360.95	71.30	2,639.05	67.01
101-000-665.100	INT CEMETERY TRUST - BUSSIÈRE	10.00	0.00	0.00	10.00	0.00
101-000-665.300	INT CEMETERY TRUST-JOHNSON	10.00	0.00	0.00	10.00	0.00
101-000-694.000	MISC REVENUE	500.00	423.58	0.00	76.42	84.72
101-000-694.100	METRO ACT	5,800.00	6,776.00	0.00	(976.00)	116.83
101-000-694.200	GRANTS	0.00	5,000.01	0.00	(5,000.01)	100.00

Total Dept 000

871,104.00

404,725.57

103,333.36

466,378.43

46.46

Dept 441 - PERSONAL PROPERTY TAXES REIMBURSEMENT

101-441-402.200 PERSONAL PROPERTY TAX REIMBURSEMENT

1,000.00

402.66

0.00

597.34

40.27

Total Dept 441 - PERSONAL PROPERTY TAXES REIMBURSEMENT

1,000.00

402.66

0.00

597.34

40.27

TOTAL REVENUES

872,104.00

405,128.23

103,333.36

466,975.77

46.45

Expenditures

Dept 103 - TOWNSHIP BOARD

101-103-702.000 SALARIES/TRUSTEES

101-103-702.100 OTHER WAGES/RECORDING SECRETARY

101-103-715.000 FICA/MEDICARE CONTRIBUTION

101-103-719.000 PENSION PLAN

101-103-956.000 MISCELLANEOUS

101-103-960.000 EDUCATION AND TRAINING

4,500.00

1,000.00

1,000.00

250.00

100.00

2,500.00

5,150.00

600.00

446.46

85.76

0.00

188.00

730.00

0.00

55.85

0.00

0.00

0.00

(650.00)

400.00

553.54

164.24

100.00

2,312.00

114.44

60.00

44.65

34.30

0.00

7.52

Total Dept 103 - TOWNSHIP BOARD

9,350.00

6,470.22

785.85

2,879.78

69.20

Dept 175 - SUPERVISOR

101-175-702.000 SALARIES

101-175-702.001 NON-STATUTORY DUTY SALARY

101-175-715.000 FICA/MEDICARE CONTRIBUTION

101-175-718.000 HEALTH INSURANCE PREMIUM

101-175-719.000 PENSION PLAN

101-175-956.000 MISCELLANEOUS

101-175-960.000 EDUCATION AND TRAINING

31,705.00

5,595.00

2,900.00

26,500.00

2,000.00

250.00

2,000.00

24,376.40

4,301.86

2,276.15

19,914.87

1,075.24

20.15

0.00

3,658.26

645.60

329.25

2,020.01

0.00

0.00

0.00

7,328.60

1,293.14

623.85

6,585.13

924.76

229.85

2,000.00

76.89

76.89

78.15

75.15

53.76

8.06

0.00

Total Dept 175 - SUPERVISOR

70,950.00

51,964.67

6,653.12

18,985.33

73.24

Dept 191 - ELECTIONS

User: CINDY
DB: THORNAPPLE

PERIOD ENDING 12/31/2020
% Fiscal Year Completed: 75.34

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 12/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BODGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-265-808.000	PROFESSIONAL SERVICES	6,000.00	3,360.00	340.00	2,640.00	56.00
101-265-920.000	UTILITIES	5,500.00	2,922.69	341.98	2,577.31	53.14
101-265-930.000	REPAIR & MAINT/ BLDG & GRNDS	8,000.00	374.00	100.00	7,626.00	4.68
101-265-956.000	MISCELLANEOUS	200.00	0.00	0.00	200.00	0.00
101-265-970.000	CAPITAL OUTLAY	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 265 - TOWNSHIP HALL		24,700.00	6,656.69	781.98	18,043.31	26.95
Dept 276 - CEMETERY						
101-276-740.000	OFFICE/OPERATING SUPPLIES	1,000.00	8.12	0.00	991.88	0.81
101-276-808.000	PROFESSIONAL SERVICES-MISC	26,800.00	22,100.00	6,575.00	4,700.00	82.46
101-276-808.100	OPEN/CLOSING FEES	10,000.00	2,175.00	0.00	7,825.00	21.75
101-276-808.200	FOUNDATION FEES	6,000.00	10,106.16	2,079.40	(4,106.16)	168.44
101-276-808.300	PLANNING & ENGINEERING	5,000.00	0.00	0.00	5,000.00	0.00
101-276-930.000	REPAIR & MAINT	5,000.00	50.00	0.00	4,950.00	1.00
101-276-931.000	BLDG & GROUNDS IMPROVEMENTS	2,000.00	0.00	0.00	2,000.00	0.00
101-276-956.000	MISCELLANEOUS	600.00	258.98	0.00	341.02	43.16
101-276-960.000	EDUCATION AND TRAINING	600.00	0.00	0.00	600.00	0.00
Total Dept 276 - CEMETERY		57,000.00	34,698.26	8,654.40	22,301.74	60.87
Dept 299 - ADMINISTRATION						
101-299-702.000	SALARIES	22,500.00	16,527.63	2,386.80	5,972.37	73.46
101-299-702.200	SALARIES-TAPRC REC DIRECTOR	0.00	4,240.39	1,817.31	(4,240.39)	100.00
101-299-715.000	FICA/MEDICARE CONTRIBUTION	1,700.00	1,600.84	326.74	99.16	94.17
101-299-719.000	PENSION PLAN	1,000.00	0.00	0.00	1,000.00	0.00
101-299-719.100	PENSION ADMIN EXPENSE	800.00	0.00	0.00	800.00	0.00
101-299-730.000	POSTAGE	5,000.00	3,640.00	0.00	1,360.00	72.80
101-299-740.000	OFFICE/OPERATING SUPPLIES	8,000.00	11,465.98	1,191.97	(3,465.98)	143.32
101-299-803.000	AUDIT EXPENSE	4,200.00	4,050.00	0.00	150.00	96.43
101-299-808.000	PROFESSIONAL SERVICES-MISC	52,000.00	40,938.23	3,856.47	11,061.77	78.73
101-299-826.000	LEGAL FEES	8,000.00	4,009.00	140.00	3,991.00	50.11
101-299-850.000	TELEPHONE EXPENSE	10,000.00	6,982.00	629.25	3,018.00	69.82
101-299-880.000	COMMUNITY PROMOTIONS	6,000.00	6,787.17	4,500.00	(787.17)	113.12
101-299-905.000	PUBLISHING	3,000.00	490.92	42.75	2,509.08	16.36
101-299-908.000	TOWNSHIP NEWSLETTER	900.00	0.00	0.00	900.00	0.00
101-299-910.000	INSURANCE AND BONDS	7,100.00	7,160.55	0.00	(60.55)	100.85
101-299-930.000	REPAIR & MAINT-GENERAL	0.00	2,303.75	0.00	(2,303.75)	100.00
101-299-956.000	MISCELLANEOUS	1,000.00	145.00	10.00	855.00	14.50
101-299-956.200	PRIOR YEAR TAX ADMIN FEES	200.00	(26.24)	0.00	226.24	(13.12)
101-299-956.300	MEMBERSHIP AND DUES	200.00	151.59	0.00	48.41	75.80
101-299-958.000	EDUCATION AND TRAINING	5,600.00	6,360.58	180.00	(760.58)	113.58
101-299-960.000	CAPITAL OUTLAY	1,000.00	0.00	0.00	1,000.00	0.00
101-299-970.000	EQUIPMENT - LEASED	150,000.00	9,614.10	0.00	140,385.90	6.41
101-299-979.000		2,000.00	3,483.64	2,135.48	(1,483.64)	174.18
Total Dept 299 - ADMINISTRATION		290,200.00	129,925.13	17,216.77	160,274.87	44.77

Dept 400 - PLANNING & ZONING
101-400-702.000 SALARIES/PLANNING COMMISSION & CHAIR
101-400-702.100 OTHER WAGES / RECORDING SECRETARY
101-400-702.200 ZONING ADMIN/ENF OFFICER
101-400-702.300 ZONING BOARD OF APPEALS

6,000.00 2,680.00 125.00 3,320.00 44.67
800.00 320.00 0.00 480.00 40.00
44,100.00 33,905.70 5,088.45 10,194.30 76.88
1,500.00 480.00 0.00 1,020.00 32.00

User: CINDY
DB: THORNAPPLEPERIOD ENDING 12/31/2020
% Fiscal Year Completed: 75.34

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 12/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-400-702.600	ORDINANCE ENFORCEMENT OFFICER	7,150.00	4,892.40	734.40	2,257.60	68.43
101-400-715.000	FICA/MEDICARE CONTRIBUTION	4,400.00	3,330.54	469.35	1,069.46	75.69
101-400-718.000	HEALTH INSURANCE PREMIUM	11,000.00	7,103.56	736.49	3,896.44	64.58
101-400-719.000	PENSION PLAN	2,200.00	1,704.93	254.43	495.07	77.50
101-400-808.000	PROFESSIONAL SERVICES-MISC	5,000.00	185.30	0.00	4,814.70	3.71
101-400-826.000	LEGAL FEES	2,500.00	1,019.50	63.00	1,480.50	40.78
101-400-905.000	PUBLISHING	1,400.00	902.46	0.00	64.46	40.78
101-400-956.000	MISCELLANEOUS	1,500.00	712.86	0.00	787.14	47.52
101-400-958.000	MEMBERSHIP AND DUES	625.00	60.00	0.00	565.00	9.60
101-400-960.000	EDUCATION AND TRAINING	2,000.00	20.00	0.00	1,980.00	1.00
Total Dept 400 - PLANNING & ZONING		90,175.00	57,317.25	7,471.12	32,857.75	63.56
Dept 445 - DRAINS						
101-445-808.000	PROFESSIONAL SERVICES-DRAINS	600.00	2,969.46	0.00	(2,369.46)	494.91
Total Dept 445 - DRAINS		600.00	2,969.46	0.00	(2,369.46)	494.91
Dept 448 - STREETLIGHTING						
101-448-920.200	OTHER STREET LIGHTING	3,500.00	2,557.36	324.68	942.64	73.07
101-448-920.300	UTILITIES / HILLTOP	2,200.00	1,429.76	178.72	770.24	64.99
Total Dept 448 - STREETLIGHTING		5,700.00	3,987.12	503.40	1,712.88	69.95
Dept 449 - HIGHWAYS						
101-449-930.100	ROADS / DUST CONTROL	15,000.00	12,900.00	0.00	2,100.00	86.00
101-449-930.600	PAVED ROADS	50,000.00	0.00	0.00	50,000.00	0.00
101-449-991.000	DEBT SERVICE PRINCIPAL	14,481.88	0.00	0.00	14,481.88	0.00
101-449-995.000	INTEREST PAID	1,650.95	0.00	0.00	1,650.95	0.00
Total Dept 449 - HIGHWAYS		81,132.83	12,900.00	0.00	68,232.83	15.90
Dept 900 - LAND ACQUISITION						
101-900-974.000	LAND IMPROVEMENTS	0.00	8,000.00	8,000.00	(8,000.00)	100.00
Total Dept 900 - LAND ACQUISITION		0.00	8,000.00	8,000.00	(8,000.00)	100.00
TOTAL EXPENDITURES		905,399.03	506,673.34	72,325.74	398,725.69	55.96
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		872,104.00	405,128.23	103,333.36	466,975.77	46.45
TOTAL EXPENDITURES		905,399.03	506,673.34	72,325.74	398,725.69	55.96
NET OF REVENUES & EXPENDITURES		(33,295.03)	(101,545.11)	31,007.62	68,250.08	304.99

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 12/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 205 - EMERGENCY SERVICES MILLAGE						
Revenues						
Dept 000						
205-000-402.000	CURRENT TAX COLLECTION	573,898.00	57,323.30	35,216.45	516,574.70	9.99
205-000-665.000	EARNED INTEREST	100.00	0.30	0.30	99.70	0.30
205-000-694.000	MISC REVENUE	0.00	717.52	0.00	(717.52)	100.00
Total Dept 000		573,998.00	58,041.12	35,216.75	515,956.88	10.11
Dept 441 - PERSONAL PROPERTY TAXES REIMBURSEMENT						
205-441-402.200	PERSONAL PROPERTY TAX REIMBURSEMENT	26,600.00	0.00	0.00	26,600.00	0.00
Total Dept 441 - PERSONAL PROPERTY TAXES REIMBURSEMENT		26,600.00	0.00	0.00	26,600.00	0.00
TOTAL REVENUES		600,598.00	58,041.12	35,216.75	542,556.88	9.66
Expenditures						
Dept 000						
205-000-956.200	PRIOR YEAR TAX	0.00	(49.10)	0.00	49.10	100.00
Total Dept 000		0.00	(49.10)	0.00	49.10	100.00
Dept 206 - FIRE						
205-206-999.000	TRANSFER TO OTHER FUNDS-FIRE	344,339.00	13,264.11	0.00	331,074.89	3.85
Total Dept 206 - FIRE		344,339.00	13,264.11	0.00	331,074.89	3.85
Dept 303 - AMBULANCE						
205-303-999.000	TRANSFER TO OTHER FUNDS-AMB	172,169.00	6,632.06	0.00	165,536.94	3.85
Total Dept 303 - AMBULANCE		172,169.00	6,632.06	0.00	165,536.94	3.85
Dept 403 - ES CAPITAL PROJECTS						
205-403-999.000	TRANSFER TO OTHER FUNDS-ES CAPITAL PROJ	60,049.00	2,210.69	0.00	57,838.31	3.68
Total Dept 403 - ES CAPITAL PROJECTS		60,049.00	2,210.69	0.00	57,838.31	3.68
TOTAL EXPENDITURES		576,557.00	22,057.76	0.00	554,499.24	3.83
Fund 205 - EMERGENCY SERVICES MILLAGE:						
TOTAL REVENUES		600,598.00	58,041.12	35,216.75	542,556.88	9.66
TOTAL EXPENDITURES		576,557.00	22,057.76	0.00	554,499.24	3.83
NET OF REVENUES & EXPENDITURES		24,041.00	35,983.36	35,216.75	(11,942.36)	149.67

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 12/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 206 - FIRE DEPT						
Revenues						
Dept 000						
206-000-632.200	CONTRACT PYMT-IRVING	54,840.00	45,700.00	9,140.00	9,140.00	83.33
206-000-665.000	EARNED INTEREST	2,500.00	426.37	27.70	2,073.63	17.05
206-000-694.000	MISC REVENUE	100.00	0.00	0.00	100.00	0.00
206-000-694.300	TRAINING	1,000.00	250.00	250.00	750.00	25.00
206-000-694.400	FIT TESTING	140.00	0.00	0.00	140.00	0.00
206-000-699.000	APPROPRIATION TRANSFER IN	344,339.00	13,264.11	0.00	331,074.89	3.85
Total Dept 000		402,919.00	59,640.48	9,417.70	343,278.52	14.80
TOTAL REVENUES						
		402,919.00	59,640.48	9,417.70	343,278.52	14.80
Expenditures						
Dept 000						
206-000-702.000	SALARIES	32,500.00	24,969.56	3,750.05	7,530.44	76.83
206-000-702.100	FIRE ON-CALL	83,200.00	44,652.49	2,205.90	38,547.51	53.67
206-000-702.200	FIRE/AMB OTHER-EMT SHIFTS	0.00	9,010.77	0.00	(9,010.77)	100.00
206-000-702.400	FIRE/AMB OVERTIME FULL TIME	7,000.00	4,197.45	353.46	2,802.55	59.96
206-000-702.500	FIRE/AMB-FULL TIME MEDICS	79,500.00	58,159.30	10,240.06	21,340.70	73.16
206-000-715.000	FICA/MEDICARE CONTRIBUTION	17,250.00	10,861.27	1,285.03	6,388.73	62.96
206-000-716.000	MI UNEMPLOYMENT COMP	3,500.00	0.00	0.00	3,500.00	0.00
206-000-718.000	HEALTH INSURANCE PREMIUM	37,000.00	29,847.43	3,904.26	7,152.57	80.67
206-000-719.000	PENSION PLAN	1,700.00	1,661.03	350.09	38.97	97.71
206-000-719.100	PENSION ADMIN EXPENSE	200.00	0.00	0.00	200.00	0.00
206-000-730.000	POSTAGE	75.00	25.55	25.55	49.45	34.07
206-000-740.000	OFFICE/OPERATING SUPPLIES	8,000.00	895.36	170.26	7,104.64	11.19
206-000-751.000	GASOLINE AND OIL	3,800.00	1,695.85	654.84	2,104.15	44.63
206-000-768.000	UNIFORMS/PROTECTIVE GEARS	12,000.00	454.16	136.49	11,545.84	3.78
206-000-803.000	AUDIT EXPENSE	4,000.00	3,900.00	0.00	100.00	97.50
206-000-804.000	PHYSICALS EXAMINATIONS	2,600.00	780.00	0.00	1,820.00	30.00
206-000-806.000	LICENSES	200.00	90.00	0.00	110.00	45.00
206-000-808.000	PROFESSIONAL SERVICES-MISC	27,500.00	19,166.74	2,035.85	8,333.26	69.70
206-000-826.000	LEGAL FEES	1,300.00	430.50	0.00	869.50	33.12
206-000-850.000	TELEPHONE EXPENSE	1,800.00	1,134.78	100.35	665.22	63.04
206-000-880.000	COMMUNITY PROMOTIONS	1,000.00	55.00	0.00	945.00	5.50
206-000-905.000	PRINTING AND PUBLISHING	200.00	0.00	0.00	200.00	0.00
206-000-910.000	INSURANCE AND BONDS	14,000.00	16,472.83	0.00	(2,472.83)	117.66
206-000-910.200	WORKERS' COMP	6,000.00	2,917.12	0.00	3,082.88	48.62
206-000-920.000	DISABILITY/LIFE	2,000.00	0.00	0.00	2,000.00	0.00
206-000-930.000	UTILITIES	12,750.00	9,032.44	1,225.91	3,717.56	70.84
206-000-931.000	REPAIR & MAINT-GENERAL	10,000.00	3,346.08	524.85	6,653.92	33.46
206-000-939.000	REPAIR & MAINT-BLDG/GROUNDS	10,000.00	3,752.50	145.97	6,247.50	37.53
206-000-956.000	REPAIR & MAINT-VEHICLES	14,000.00	7,734.18	21.33	6,265.82	55.24
206-000-956.000	MISCELLANEOUS	9,000.00	2,897.68	16.94	6,102.32	32.20
206-000-958.000	MEMBERSHIP AND DUES	1,200.00	0.00	0.00	1,200.00	0.00
206-000-960.000	EDUCATION AND TRAINING	4,000.00	431.50	0.00	3,568.50	10.79
206-000-961.000	EDUCATION & TRAINING-OTHERS	2,000.00	0.00	0.00	2,000.00	0.00
206-000-970.000	CAPITAL OUTLAY	20,000.00	10,073.19	0.00	9,926.81	50.37
Total Dept 000		429,275.00	268,644.76	27,147.19	160,630.24	62.58
TOTAL EXPENDITURES						
		429,275.00	268,644.76	27,147.19	160,630.24	62.58

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDT USED
		AMENDED BUDGET	NORMAL	12/31/2020	(ABNORMAL)	MONTH 12/31/2020	INCREASE (DECREASE)	NORMAL	BALANCE	
Fund 206 - FIRE DEPT										
Fund 206 - FIRE DEPT:										
TOTAL REVENUES		402,919.00		59,640.48		9,417.70		343,278.52		14.80
TOTAL EXPENDITURES		429,275.00		268,644.76		27,147.19		160,630.24		62.58
NET OF REVENUES & EXPENDITURES		(26,356.00)		(209,004.28)		(17,729.49)		182,648.28		793.00

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 12/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 220 - WEED CONTROL ASSESSMENTS						
Revenues						
Dept 000						
220-000-405.100	LAKE IMPROV/ASSESSMT	12,294.42	2,601.06	1,576.40	9,693.36	21.16
220-000-665.000	EARNED INTEREST	20.00	9.87	0.12	10.13	49.35
Total Dept 000		12,314.42	2,610.93	1,576.52	9,703.49	21.20
TOTAL REVENUES						
		12,314.42	2,610.93	1,576.52	9,703.49	21.20
Expenditures						
Dept 000						
220-000-803.000	AUDIT EXPENSE	275.00	0.00	0.00	275.00	0.00
Total Dept 000		275.00	0.00	0.00	275.00	0.00
Dept 442 - WEED CONTROL						
220-442-801.000	WEED CONTROL	12,000.00	10,875.00	0.00	1,125.00	90.63
Total Dept 442 - WEED CONTROL		12,000.00	10,875.00	0.00	1,125.00	90.63
TOTAL EXPENDITURES						
		12,275.00	10,875.00	0.00	1,400.00	88.59
Fund 220 - WEED CONTROL ASSESSMENTS:						
TOTAL REVENUES		12,314.42	2,610.93	1,576.52	9,703.49	21.20
TOTAL EXPENDITURES		12,275.00	10,875.00	0.00	1,400.00	88.59
NET OF REVENUES & EXPENDITURES		39.42	(8,264.07)	1,576.52	8,303.49	10,964.16

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 12/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 301 - ES EQUIPMENT BOND PAYMENT FUND						
Revenues						
Dept 000						
301-000-402.000	CURRENT TAX COLLECTION	0.00	10,610.99	6,475.61	(10,610.99)	100.00
301-000-665.000	EARNED INTEREST	150.00	52.45	0.14	97.55	34.97
301-000-694.000	MISC REVENUE	0.00	134.24	0.00	(134.24)	100.00
Total Dept 000		150.00	10,797.68	6,475.75	(10,647.68)	7,198.45
TOTAL REVENUES						
		150.00	10,797.68	6,475.75	(10,647.68)	7,198.45
Expenditures						
Dept 299 - ADMINISTRATION						
301-299-956.200	PRIOR YEAR TAX	0.00	(10.26)	0.00	10.26	100.00
Total Dept 299 - ADMINISTRATION		0.00	(10.26)	0.00	10.26	100.00
Dept 990 - 990						
301-990-991.000	DEBT SERVICE PRINCIPAL	0.00	110,000.00	0.00	(110,000.00)	100.00
301-990-995.000	INTEREST PAID	0.00	1,924.25	0.00	(1,924.25)	100.00
Total Dept 990 - 990		0.00	111,924.25	0.00	(111,924.25)	100.00
TOTAL EXPENDITURES						
		0.00	111,913.99	0.00	(111,913.99)	100.00
Fund 301 - ES EQUIPMENT BOND PAYMENT FUND:						
TOTAL REVENUES						
		150.00	10,797.68	6,475.75	(10,647.68)	7,198.45
TOTAL EXPENDITURES						
		0.00	111,913.99	0.00	(111,913.99)	100.00
NET OF REVENUES & EXPENDITURES						
		150.00	(101,116.31)	6,475.75	101,266.31	7,410.87

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 12/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 303 - AMBULANCE ENTERPRISE FUND						
Revenues						
Dept 000						
303-000-626.000	CHARGE FOR SERVICES	500,000.00	294,623.99	30,525.60	205,376.01	58.92
303-000-626.100	INSURANCE/CONTRACT ADJ	(175,000.00)	(108,389.79)	(12,234.20)	(66,610.21)	61.94
303-000-627.000	TAP MEMBERSHIP	7,200.00	6,975.00	6,750.00	225.00	96.88
303-000-665.000	EARNED INTEREST	500.00	135.01	0.11	364.99	27.00
303-000-694.100	MED TRNG	0.00	1,935.00	1,935.00	(1,935.00)	100.00
303-000-699.000	APPROPRIATION TRANSFER IN	172,169.00	6,632.06	0.00	165,536.94	3.85
Total Dept 000		504,869.00	201,911.27	26,976.51	302,957.73	39.99
TOTAL REVENUES		504,869.00	201,911.27	26,976.51	302,957.73	39.99
Expenditures						
Dept 000						
303-000-702.000	SALARIES	32,500.00	25,086.71	3,749.95	7,413.29	77.19
303-000-702.100	OTHER WAGES	153,000.00	126,844.63	18,848.48	26,155.37	82.90
303-000-702.200	FIRE/AMB OTHER - EMT SHIFTS	0.00	10,952.46	0.00	(10,952.46)	100.00
303-000-702.300	FIRE/AMB OTHER - MEDIC SHIFTS	0.00	4,280.14	0.00	(4,280.14)	100.00
303-000-702.400	FIRE/AMB OVERTIME FULL TIME	7,000.00	4,755.97	353.43	2,244.03	67.94
303-000-702.500	FIRE/AMB OTHER-FULL TIME MEDICS	79,500.00	57,156.42	10,239.39	22,343.58	71.89
303-000-715.000	FICA/MEDICARE CONTRIBUTION	17,250.00	17,635.26	2,559.71	(385.26)	102.23
303-000-716.000	MI UNEMPLOYMENT COMP	800.00	0.00	0.00	800.00	0.00
303-000-718.000	HEALTH INSURANCE PREMIUM	37,000.00	29,847.21	3,904.26	7,152.79	80.67
303-000-719.000	PENSION PLAN	1,700.00	1,659.32	374.12	40.68	97.61
303-000-730.000	PENSION ADMIN EXPENSE	200.00	0.00	0.00	200.00	0.00
303-000-740.000	POSTAGE	75.00	4.00	4.00	71.00	5.33
303-000-741.000	OFFICE/OPERATING SUPPLIES	4,200.00	900.74	175.24	3,299.26	21.45
303-000-741.000	AMB OPERATING	15,500.00	9,343.46	812.36	6,156.54	60.28
303-000-751.000	GASOLINE AND OIL	12,500.00	3,864.87	669.83	8,635.13	30.92
303-000-768.000	UNIFORMS/PROTECTIVE GEARS	2,000.00	122.49	0.00	1,877.51	6.12
303-000-803.000	AUDIT EXPENSE	3,600.00	3,600.00	0.00	0.00	100.00
303-000-804.000	PHYSICALS EXAMINATIONS	2,000.00	971.00	0.00	1,029.00	48.55
303-000-806.000	LICENSES	200.00	115.00	0.00	85.00	57.50
303-000-808.000	PROFESSIONAL SERVICES-MISC	24,000.00	22,626.59	7,416.50	1,373.41	94.28
303-000-808.100	ACCUMED BILLING FEES	22,000.00	12,066.29	1,636.63	9,933.71	54.85
303-000-826.000	LEGAL FEES	2,000.00	761.88	0.00	1,238.12	38.09
303-000-850.000	TELEPHONE EXPENSE	2,600.00	2,258.25	100.35	341.75	86.86
303-000-880.000	COMMUNITY PROMOTIONS	750.00	0.00	0.00	750.00	0.00
303-000-905.000	PUBLISHING	250.00	0.00	0.00	250.00	0.00
303-000-910.000	INSURANCE AND BONDS	10,000.00	12,775.35	0.00	(2,775.35)	127.75
303-000-910.100	WORKERS' COMP	2,000.00	1,276.24	0.00	723.76	63.81
303-000-910.200	DISABILITY/LIFE	2,000.00	0.00	0.00	2,000.00	0.00
303-000-920.000	UTILITIES	13,200.00	9,032.34	1,225.90	4,167.66	68.43
303-000-930.000	REPAIR & MAINT-GENERAL	10,000.00	2,129.90	524.85	7,870.10	21.30
303-000-931.000	REPAIR & MAINT-BLDG/GROUNDS	10,000.00	3,581.78	145.98	6,418.22	35.82
303-000-939.000	REPAIR & MAINT-VEHICLES	8,500.00	8,370.65	814.53	129.35	98.48
303-000-955.000	BAD DEBTS	20,000.00	0.00	0.00	20,000.00	0.00
303-000-956.000	MISCELLANEOUS	800.00	267.29	16.93	532.71	33.41
303-000-958.000	MEMBERSHIP AND DUES	1,250.00	180.00	0.00	1,070.00	14.40
303-000-960.000	EDUCATION AND TRAINING	3,500.00	500.00	0.00	3,000.00	14.29
303-000-961.000	EDUCATION & TRAINING-OTHERS	1,000.00	194.93	0.00	805.07	19.49
303-000-968.000	DEPRECIATION EXP	20,000.00	0.00	0.00	20,000.00	0.00
303-000-970.000	CAPITAL OUTLAY	50,000.00	10,073.21	0.00	39,926.79	20.15
303-000-980.000	EQUIPMENT PROVISION	0.00	(6,411.11)	0.00	6,411.11	100.00

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GL NUMBER	DESCRIPTION	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		2020-21 AMENDED BUDGET	12/31/2020 NORMAL (ABNORMAL)	MONTH 12/31/2020 INCREASE (DECREASE)	MONTH 12/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)		
Fund 303 - AMBULANCE ENTERPRISE FUND								
Expenditures								
Total Dept 000		572,875.00	376,823.27	53,572.44		196,051.73		65.78
TOTAL EXPENDITURES		572,875.00	376,823.27	53,572.44		196,051.73		65.78
Fund 303 - AMBULANCE ENTERPRISE FUND:								
TOTAL REVENUES		504,869.00	201,911.27	26,976.51		302,957.73		39.99
TOTAL EXPENDITURES		572,875.00	376,823.27	53,572.44		196,051.73		65.78
NET OF REVENUES & EXPENDITURES		(68,006.00)	(174,912.00)	(26,595.93)		106,906.00		257.20

User: CINDY
DB: THORNAPPLE

PERIOD ENDING 12/31/2020
% Fiscal Year Completed: 75.34

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 12/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 401 - ES EQUIPMENT FUND						
Revenues						
Dept 000						
401-000-665.000	EARNED INTEREST	100.00	1.65	0.00	98.35	1.65
Total Dept 000		100.00	1.65	0.00	98.35	1.65
TOTAL REVENUES						
Expenditures						
Dept 206 - FIRE						
401-206-970.000	CAPITAL OUTLAY	3,000.00	20,673.63	0.00	(17,673.63)	689.12
Total Dept 206 - FIRE		3,000.00	20,673.63	0.00	(17,673.63)	689.12
Dept 303 - AMBULANCE						
401-303-970.000	CAPITAL OUTLAY	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 303 - AMBULANCE		3,000.00	0.00	0.00	3,000.00	0.00
TOTAL EXPENDITURES						
		6,000.00	20,673.63	0.00	(14,673.63)	344.56
Fund 401 - ES EQUIPMENT FUND:						
TOTAL REVENUES		100.00	1.65	0.00	98.35	1.65
TOTAL EXPENDITURES		6,000.00	20,673.63	0.00	(14,673.63)	344.56
NET OF REVENUES & EXPENDITURES		(5,900.00)	(20,671.98)	0.00	14,771.98	350.37

User: CINDY
DB: THORNAPPLE

PERIOD ENDING 12/31/2020
% Fiscal Year Completed: 75.34

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 12/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 403 - EMERGENCY SERVICES CAPITAL IMPROVEMENTS						
Revenues						
Dept 000						
403-000-665.000	EARNED INTEREST	6,000.00	925.89	81.18	5,074.11	15.43
403-000-694.000	MISC REVENUE	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 000		8,000.00	925.89	81.18	7,074.11	11.57
Dept 205 - ES MILLAGE						
403-205-699.000	APPROPRIATION TRANSFER IN	60,049.00	2,210.69	0.00	57,838.31	3.68
Total Dept 205 - ES MILLAGE		60,049.00	2,210.69	0.00	57,838.31	3.68
TOTAL REVENUES						
		68,049.00	3,136.58	81.18	64,912.42	4.61
Expenditures						
Dept 000						
403-000-956.000	MISCELLANEOUS	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 000		1,000.00	0.00	0.00	1,000.00	0.00
Dept 303 - AMBULANCE						
403-303-970.000	CAPITAL OUTLAY-AMBULANCE	0.00	161,742.50	65,719.52	(161,742.50)	100.00
Total Dept 303 - AMBULANCE		0.00	161,742.50	65,719.52	(161,742.50)	100.00
TOTAL EXPENDITURES						
		1,000.00	161,742.50	65,719.52	(160,742.50)	6,174.25
Fund 403 - EMERGENCY SERVICES CAPITAL IMPROVEMENTS:						
TOTAL REVENUES		68,049.00	3,136.58	81.18	64,912.42	4.61
TOTAL EXPENDITURES		1,000.00	161,742.50	65,719.52	(160,742.50)	6,174.25
NET OF REVENUES & EXPENDITURES		67,049.00	(158,605.92)	(65,638.34)	225,654.92	236.55

REVENUE AND EXPENDITURE REPORT FOR THORNAPPLE TOWNSHIP

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PERIOD ENDING 12/31/2020

% Fiscal Year Completed: 75.34

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 12/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 804 - SEWER O & M FUND						
Revenues						
Dept 000						
804-000-626.000	CHARGE FOR SERVICES	135,000.00	64,440.00	0.00	70,560.00	47.73
804-000-626.300	MISC EQUIP/INSTALL FEES-SEWER	25,000.00	8,400.00	0.00	16,600.00	33.60
804-000-665.000	EARNED INTEREST	100.00	82.68	1.50	17.32	82.68
804-000-669.000	PENALTY/INTEREST ON LATE PYMTS	500.00	120.00	0.00	380.00	24.00
Total Dept 000		160,600.00	73,042.68	1.50	87,557.32	45.48
TOTAL REVENUES						
		160,600.00	73,042.68	1.50	87,557.32	45.48
Expenditures						
Dept 000						
804-000-702.000	SAL / OPER CONTRACT	13,000.00	8,660.00	1,082.50	4,340.00	66.62
804-000-702.100	OTHER WAGES	200.00	135.00	0.00	65.00	67.50
804-000-715.000	FICA/MEDICARE CONTRIBUTION	25.00	10.32	0.00	14.68	41.28
804-000-719.000	PENSION PLAN	25.00	0.00	0.00	25.00	0.00
804-000-740.000	OFFICE/OPERATING SUPPLIES	600.00	0.00	0.00	600.00	0.00
804-000-740.100	OPERATING SUPPLIES-PUMPS/EQUIPMT	12,500.00	5,856.48	0.00	6,643.52	46.85
804-000-740.200	OPERATING SUPPLIES-SEPTIC COMPT	4,500.00	0.00	0.00	4,500.00	0.00
804-000-743.000	LAB EXPENSE	6,500.00	4,137.50	505.00	2,362.50	63.65
804-000-803.000	AUDIT EXPENSE	1,000.00	900.00	0.00	100.00	90.00
804-000-808.000	PROFESSIONAL SERVICES-ALUM/PHOSPHATE	15,000.00	14,273.00	1,452.50	727.00	95.15
804-000-808.100	PROF SERVICES/COLLECTION SYSTEM MAINT	30,000.00	18,125.00	2,200.00	11,875.00	60.42
804-000-808.200	COLLECTION SYSTEM-PUMPING TANKS	30,000.00	21,750.00	2,500.00	8,250.00	72.50
804-000-808.300	COLLECTION SYSTEM-ELECTRICAL	3,000.00	150.00	0.00	2,850.00	5.00
804-000-826.000	LEGAL FEES	2,000.00	0.00	0.00	2,000.00	0.00
804-000-910.000	INSURANCE AND BONDS	2,000.00	860.91	0.00	1,139.09	43.05
804-000-920.000	UTILITIES	4,500.00	4,754.75	0.00	(254.75)	105.66
804-000-930.000	REPAIR & MAINT-GENERAL	5,000.00	4,152.76	0.00	847.24	83.06
804-000-930.100	REPAIR & MAINT-WC/DUCK WEED/PLM	3,500.00	1,772.00	0.00	1,728.00	50.63
804-000-931.000	REPAIR & MAINT-BLDG/GROUNDS/MOWING	7,500.00	1,053.18	0.00	6,446.82	14.04
804-000-956.000	ANNUAL FEES MISC	1,900.00	400.00	0.00	1,500.00	21.05
Total Dept 000		142,750.00	86,990.90	7,740.00	55,759.10	60.94
TOTAL EXPENDITURES						
		142,750.00	86,990.90	7,740.00	55,759.10	60.94
Fund 804 - SEWER O & M FUND:						
TOTAL REVENUES						
		160,600.00	73,042.68	1.50	87,557.32	45.48
TOTAL EXPENDITURES						
		142,750.00	86,990.90	7,740.00	55,759.10	60.94
NET OF REVENUES & EXPENDITURES						
		17,850.00	(13,948.22)	(7,738.50)	31,798.22	78.14
TOTAL REVENUES - ALL FUNDS						
		2,621,703.42	814,310.62	183,079.27	1,807,392.80	31.06
TOTAL EXPENDITURES - ALL FUNDS						
		2,646,131.03	1,566,395.15	226,504.89	1,079,735.88	59.20
NET OF REVENUES & EXPENDITURES						
		(24,427.61)	(752,084.53)	(43,425.62)	727,656.92	3,078.83

Treasurer's Financial Summary/Investment Report

For Month Ending December 2020

	Beginning Balance	Revenues	Transfer to / from Accounts	Expenditures	Ending Fund Balance
GENERAL	\$ 1,162,504.37	109,122.55		80,243.90	\$ 1,191,383.02
FIRE	\$ 355,474.37	9,433.60		27,921.42	\$ 336,986.55
AMB	\$ 42,244.95	27,117.06		56,509.33	\$ 12,852.68
RESTRICTED FUNDS					
EMER. SERVS. MILLAGE*	\$ 848.99	35,216.75			\$ 36,065.74
EMS CAPITAL IMPROV.*	\$ 124,284.88	0.50		65,719.52	\$ 58,565.86
EMS CAPITAL IMPROV.*	\$ 476,236.85	80.68			\$ 476,317.53
TRUST & AGENCY	\$ 21,310.77	2,060.62		4,629.43	\$ 18,741.96
BOND PAYMENT	\$ 9,751.64	6,475.75			\$ 16,227.39
BOND PROCEEDS FUND	\$ 0.05				\$ 0.05
SHAW CEMETERY	\$ 54,621.38	4.60			\$ 54,625.98
SEWER	\$ 185,104.56	2,717.92		9,986.26	\$ 177,836.22
DUNCAN LAKE W/C	\$ 13,792.07	1,576.52			\$ 15,368.59
Total Funds					\$ 2,394,971.57

*Self Restricted Funds

** 3 payroll check runs this month

TOWNSHIP FUNDS

Month End Balance	Cash	Invested	Total Fund Balance
GENERAL	\$ 729,881.10	\$ 461,501.92	\$ 1,191,383.02
FIRE	\$ 182,576.55	\$ 154,410.00	\$ 336,986.55
AMB	\$ 12,852.68	\$ -	\$ 12,852.68
TOTAL	\$ 925,310.33	\$ 615,911.92	\$ 1,541,222.25

RESTRICTED USE FUNDS

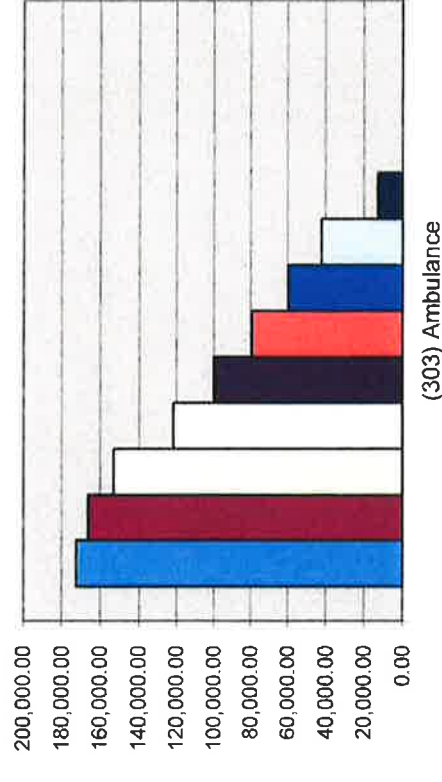
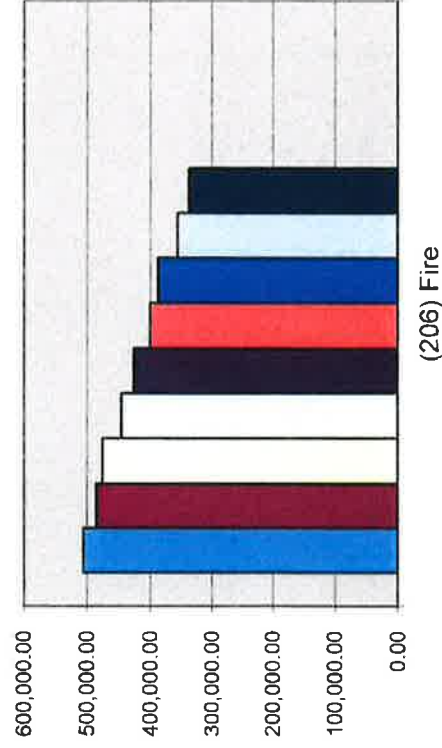
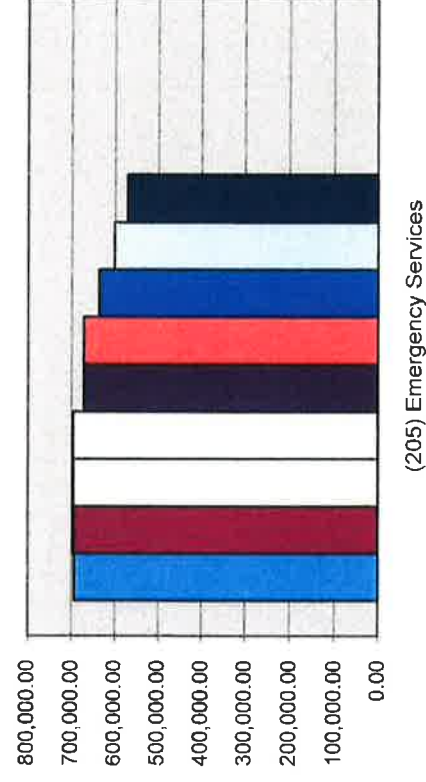
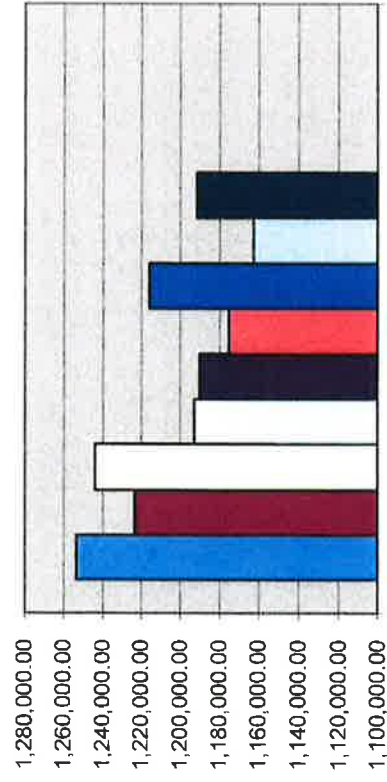
Month End Balance	Cash	Invested	Total Restricted Use
EMER. SRVS. MILLAGE	\$ 36,065.74		\$ 36,065.74
EMS CAPITAL IMPROVEMENT	\$ 58,646.54	\$ 476,236.85	\$ 534,883.39
TRUST & AGENCY	\$ 18,741.96	\$ -	\$ 18,741.96
BOND PAYMENT	\$ 16,227.39	\$ -	\$ 16,227.39
TES BOND (NEW)	\$ 0.05	\$ -	\$ 0.05
SHAW CEMETERY	\$ 28,890.98	\$ 25,735.00	\$ 54,625.98
SEWER	\$ 177,836.22		\$ 177,836.22
DUNCAN LK W/C	\$ 15,368.59	\$ -	\$ 15,368.59
TOTAL	\$ 351,777.47	\$ 501,971.85	\$ 853,749.32

Please consider this Treasurers Investment Report required by PA20.

Summary Fund Charts

FY 19/20

	April	May	June	July	August	September	October	November	December	January	February	March
(101) General	1,253,660.93	1,223,373.27	1,244,288.15	1,192,627.17	1,190,079.34	1,175,092.55	1,216,058.05	1,162,504.37	1,191,383.02			
(205) Emer. Svcs	693,732.45	696,110.98	696,271.59	696,351.38	672,085.64	672,108.77	637,304.07	601,370.72	570,949.13			
(206) Fire	505,728.57	485,210.52	475,399.82	445,262.08	425,513.94	400,676.13	387,311.31	355,474.37	336,986.55			
(303) Ambulance	172,401.97	166,521.59	152,976.04	121,623.05	100,028.08	79,277.98	59,638.43	42,244.95	12,852.68			



General Fund (101, 203, 221, 304, 402)
For Month Ending December 2020

Balance Forward		\$ 1,162,504.37
Revenues		
Tax Collections (PILT)	18,831.15	
Tax Administration Fee	5,303.67	
State Shared Revenue	76,713.00	
Hill Top	60.00	
Moe Road Dust Control	149.24	
Cemetery Lot Fees	575.00	
Misc. Cemetery fees	1,669.24	
Interest	71.30	
Misc: Zoning	75.00	
Reimbursement - Employee Healthcare	1,010.52	
Misc Revenue	35.00	
Transfer From Other Funds	<u>4,629.43</u>	
Total Revenues	\$ 109,122.55	<u>\$ 1,271,626.92</u>
Expenditures		
A/P Expenses	43,894.75	
Payroll & Payroll Taxes	<u>36,349.15</u>	
Total Expenditures	\$ 80,243.90	

TOTAL GENERAL FUND	\$ 1,191,383.02
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Fire Fund (206)

For Month Ending December 2020

Balance Forward		\$	355,474.37
Revenues			
Contract Pay't (Subsidy): Irving	9,140.00		
Interest	27.70		
Misc: Training	250.00		
Misc: Gasoline & Oil	15.90		
Transfer From Bond Fund (401)			
Total Revenues	\$ 9,433.60		
		\$	364,907.97
Expenditures			
A/P Expenses	9,736.83		
Payroll & Payroll Taxes	18,184.59		
Total Expenditures	\$ 27,921.42		
MONTH END BALANCE (CASH)		\$	336,986.55

Emergency Services Millage Fund (205)

For Month Ending December 2020

Balance Forward		\$	848.99
Revenues			
Tax Collections	35,216.45		
Interest	0.30		
Total Revenues	\$ 35,216.75		
		\$	36,065.74
Expenditures			
Refund prior year tax	-		
Total Expenditures	\$ -		
		\$	36,065.74

Restricted Capital Improvement Fund (403)

Beginning Balance		\$	124,284.88
Interest	\$ 0.50		
A/P	\$ (65,719.52)		
Total	\$ (65,719.02)		
		\$	58,565.86

Restricted Money Market Fund (403)

Beginning Balance	\$ 476,236.85		
Interest	\$ 80.68		
Total		\$	476,317.53

MONTH END BALANCE (CASH)		\$	570,949.13
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Ambulance Fund (303)
For Month Ending December 2020

Balance Forward	\$	42,244.95
Revenues		
Charge for Services #1	7,027.84	
TAPP	6,750.00	
Ach'ed Payments	13,309.81	
Interest	0.11	
Collection Receivable	29.30	
Total Revenues	\$	27,117.06
		\$ 69,362.01
Expenditures		
A/P Expenses	20,384.25	
Payroll & Payroll Taxes	36,125.08	
Total Expenditures	\$	56,509.33

MONTH END BALANCE (CASH)	\$	12,852.68
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Shaw Cemetery (209)
For Month Ending December 2020

Hastings City Bank		
Beginning Balance	54,621.38	
Interest	4.60	
Total	\$	54,625.98

MONTH END BALANCE	\$	54,625.98
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Trust & Agency Fund (701)
For Month Ending December 2020

Chemical Bank

Balance Forward		\$	21,310.77
Revenues			
Escrow Holdings	2,060.45		
Room Deposits			
Interest	0.17		
Total Revenues	\$ 2,060.62		
		\$	23,371.39
Expenditures			
A/P Expenses	4,629.43		
Total Expenditures	\$ 4,629.43		

TOTAL TRUST & AGENCY FUND	\$ 18,741.96
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Sewer O & M Fund (804)
For Month Ending December 2020

Chemical Bank

Balance Forward		\$	185,104.56
Revenues			
Charge for Services	2,716.42		
Interest	1.50		
Total Revenues	\$ 2,717.92		
		\$	187,822.48
Expenditures			
A/P Expenses	9,986.26		
Payroll	-		
Total Expenditures	\$ 9,986.26		

TOTAL SEWER O & M FUND	\$ 177,836.22
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Bond Payment Fund (301)
For Month Ending December 2020

Chemical Bank

Balance Forward		\$	9,751.64
Revenues			
Tax Collections (PILT)	6,475.61		
Interest	0.14		
Total Revenues	\$ 6,475.75		
		\$	16,227.39
Expenditures			
Refund prior year tax			
Total Expenditures	\$ -		

TOTAL BOND PAYMENT FUND	\$ 16,227.39
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TTES Bond Proceeds Fund (401) NEW
For Month Ending December 2020

Chemical Bank

Balance Forward		\$	0.05
Revenues			
Interest	-		
Total Revenues	\$ -		
		\$	0.05
Expenditures			
Transfer to Fire Fund (206)	-		
Total Expenditures	\$ -		

TOTAL BOND PROCEEDS FUND	\$ 0.05
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Duncan Lake Weed Control (220)
For Month Ending December 2020

Chemical Bank

Beginning Balance			13,792.07
Revenues			
Tax Collections	1,576.40		
Interest	0.12		
Total Revenues	1,576.52		
Expenditures			
A/P Expenses	-		
Total Expenditures	\$ -		

TOTAL DUNCAN LAKE WEED CONTROL	\$ 15,368.59
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Depository and Investment Report

Account Balances as of 12/31/20

		TOTAL	CASH	Money Market	Investment (MI Class)
101	General Fund	1,138,835.88	677,268.83	334,611.68	126,955.37
203	Moe Road Dust Control	149.77	149.77		
205	Emergency Services	36,065.74	36,065.74		
206	Fire	336,986.55	182,550.39	154,436.16	
209	Shaw Cemetery	54,625.98	28,886.62	25,739.36	
220	Weed Control	14,568.59	14,568.59		
221	Spencer / Rita	4,375.06	4,375.06		
301	Bond Tax Fund	16,227.39	16,227.39		
303	Ambulance	12,852.68	12,852.68		
304	Spencer / Rita	15,231.13	15,231.13		
403	Emergency Services - Capital Improvement	534,883.39	58,565.86	476,317.53	
404	Spencer / Rita - Capital Project	0.00	0.00		
804	Sewer	177,836.22	177,836.22		
	Old Bond Money	32,791.18	32,791.18		
	P/R	6,364.05	6,364.05		
	A/P	32,658.43	32,658.43		
Disbursement / Sweep account Total		\$ 2,414,452.04	\$ 1,296,391.94	\$ 991,104.73	\$ 126,955.37
401	Bond Proceeds	0.05	0.05		
701	Trust & Agency	18,741.96	18,741.96		
	Tax	1,721,002.74	1,721,002.74		
		\$ 1,739,744.75	\$ 1,739,744.75		
TOTAL of ALL Accounts		\$ 4,154,196.79			

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
PAID					
Fund 101 GENERAL FUND					
Dept 103 TOWNSHIP BOARD					
101-103-960.000	EDUCATION AND TRAINING	MICHIGAN TOWNSHIP ASSOCIATION	NEW OFFICIAL TRAINING: SUPERVISOR & TRU	330.50	23197
		Total For Dept 103 TOWNSHIP BOARD		330.50	
Dept 175 SUPERVISOR					
101-175-718.000	HEALTH INSURANCE PREMIUM	GUARDIAN	1/1-1/31/2021 COVERAGE	(127.31)	23174
101-175-718.000	HEALTH INSURANCE PREMIUM	PRIORITY HEALTH	1/1-1/31/2021 COVERAGE	2,147.32	23177
101-175-960.000	EDUCATION AND TRAINING	MICHIGAN TOWNSHIP ASSOCIATION	NEW OFFICIAL TRAINING: SUPERVISOR & TRU	330.50	23197
		Total For Dept 175 SUPERVISOR		2,350.51	
Dept 191 ELECTIONS					
101-191-956.000	MISCELLANEOUS	FIRST BANKCARD	CC STATEMENT 11-1 TO 11-30-2020	278.32	23154
		Total For Dept 191 ELECTIONS		278.32	
Dept 209 ASSESSOR					
101-209-808.000	PROFESSIONAL SERVICES-MISC	DANIEL R. SCHEUERMAN, ASSI	DECEMBER 2020 CONTRACT	4,200.00	23191
		Total For Dept 209 ASSESSOR		4,200.00	
Dept 253 TREASURER					
101-253-718.000	HEALTH INSURANCE PREMIUM	GUARDIAN	1/1-1/31/2021 COVERAGE	221.90	23174
101-253-718.000	HEALTH INSURANCE PREMIUM	PRIORITY HEALTH	1/1-1/31/2021 COVERAGE	(2,147.32)	23177
		Total For Dept 253 TREASURER		(1,925.42)	
Dept 265 TOWNSHIP HALL					
101-265-808.000	PROFESSIONAL SERVICES	SPARKLING SOLUTIONS	JANUARY 2021 - 5 VISITS	425.00	23202
101-265-920.000	UTILITIES-TWP HALL	CONSUMERS ENERGY	TWP HALL 11/05 TO 12/06 UTILITIES ACCT	341.98	23152
101-265-920.000	UTILITIES	VILLAGE OF MIDDLEVILLE	200 E MAIN ST WATER & SEWER 9/15 - 12/8	92.91	23205
101-265-930.000	REPAIR & MAINT/ BLDG & GRNDS	CREEKSIDE GROWERS	TWP HALL LANDSCAPING	100.00	23153
		Total For Dept 265 TOWNSHIP HALL		959.89	
Dept 276 CEMETERY					
101-276-956.000	MISCELLANEOUS	VILLAGE OF MIDDLEVILLE	FREMONT STREET WATER 9/15 - 12/8/2020	112.85	23205
		Total For Dept 276 CEMETERY		112.85	
Dept 299 ADMINISTRATION					
101-299-740.000	OFFICE/OPERATING SUPPLIES	FIRST BANKCARD	CC STATEMENT 11-1 TO 11-30-2020	447.22	23154
101-299-740.000	OFFICE/OPERATING SUPPLIES	GREAT AMERICA FINANCIAL SE	11/10-12/09/2020 SERVICES	468.42	23173
101-299-740.000	OFFICE/OPERATING SUPPLIES	SYNCB/AMAZON	TTES & TWP OFFICE SUPPLIES	15.98	23183
101-299-740.000	OFFICE/OPERATING SUPPLIES	SYNCB/AMAZON	TWP OFFICE SUPPLIES	35.59	23183
101-299-740.000	OFFICE/OPERATING SUPPLIES	SYNCB/AMAZON	W2'S & 1099 TAX FORMS	69.11	23183
101-299-740.000	OFFICE/OPERATING SUPPLIES	SYNCB/AMAZON	1096 TAX FORM	6.25	23183
101-299-740.000	OFFICE/OPERATING SUPPLIES	XEROX CORPORATION	NOVEMBER 2020 COPIES	149.40	23186
101-299-808.000	PROFESSIONAL SERVICES-MISC	ANALYTICS	DEC 2020-JAN 2021 MANAGED SERVICES & WJ	1,262.71	23158
101-299-808.000	PROFESSIONAL SERVICES-MISC	MICHIGAN OFFICE SOLUTIONS	NOVEMBER 2020 SERVICE	265.76	23158
101-299-808.000	PROFESSIONAL SERVICES-MISC	ANALYTICS	FEBRUARY SERVICES	1,818.00	23188
101-299-826.000	LEGAL FEES	BLOOM SLUGGETT MORGAN	ZBA & SUPERVISOR TRANSITION INQUIRIES	140.00	23149
101-299-850.000	TELEPHONE EXPENSE	AT & T	TWP HALL MONTHLY INTERNET ACCT#382 12-1	629.25	23170
101-299-850.000	TELEPHONE EXPENSE	VERIZON WIRELESS	CELL PHONE SERVICE: 11/20/20 - 12/19/20	127.05	23204
101-299-880.000	COMMUNITY PROMOTIONS	THORNAPPLE AREA PARKS & RE	2020 ENTITY CONTRIBUTION AND FINANCIAL	4,500.00	23185
101-299-905.000	PUBLISHING	J-AD GRAPHICS	SYNOPSIS 11-9-20	42.75	23155
101-299-905.000	PUBLISHING	J-AD GRAPHICS	SYNOPSIS 12-14-20	39.90	23192
101-299-910.000	INSURANCE AND BONDS	MICHIGAN MUNICIPAL LEAGUE	PAYROLL AUDIT 7/1/2019-7/1/2020	77.43	23196
101-299-930.000	REPAIR & MAINT-GENERAL	RELIABLE MANAGEMENT SYSTEM	JANUARY BIO-FOGGING	365.00	23201
101-299-956.000	MISCELLANEOUS	GUARDIAN	1/1-1/31/2021 COVERAGE	10.00	23174

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
PAID					
Fund 101 GENERAL FUND					
Dept 299 ADMINISTRATION					
101-299-958.000	MEMBERSHIP AND DUES	STATE OF MICHIGAN	MI DEAL MEMBERSHIP 2021	180.00	23181
		Total For Dept 299 ADMINISTRATION		10,649.82	
Dept 400 PLANNING & ZONING					
101-400-718.000	HEALTH INSURANCE PREMIUM	GUARDIAN	1/1-1/31/2021 COVERAGE	65.72	23174
101-400-718.000	HEALTH INSURANCE PREMIUM	PRIORITY HEALTH	1/1-1/31/2021 COVERAGE	740.46	23177
101-400-826.000	LEGAL FEES	BLOOM SLUGGETT MORGAN	ZBA & SUPERVISOR TRANSITION INQUIRIES	63.00	23149
101-400-956.000	MISCELLANEOUS	STERRY BRAD WILLIAMS	DECEMBER 2020 ENFORCEMENT MILEAGE 259 M	148.93	23203
		Total For Dept 400 PLANNING & ZONING		1,018.11	
Dept 448 STREETLIGHTING					
101-448-920.200	OTHER STREET LIGHTING	CONSUMERS ENERGY	OCTOBER 2020 STREET LIGHTS ACCT#0203 (C	1.66	23152
101-448-920.200	OTHER STREET LIGHTING	CONSUMERS ENERGY	OCTOBER 2020 - PT2 STREET LIGHTS ACCT#(7.66	23152
101-448-920.200	OTHER STREET LIGHTING	CONSUMERS ENERGY	NOVEMBER 2020 STREET LIGHTS ACCT#1147	299.88	23152
101-448-920.200	OTHER STREET LIGHTING	CONSUMERS ENERGY	NOVEMBER 2020 - STREET LIGHTS ACCT#0203	15.48	23152
101-448-920.200	OTHER STREET LIGHTING	CONSUMERS ENERGY	DECEMBER 2020 STREET LIGHTS ACCT#1147	295.38	23190
101-448-920.300	UTILITIES / HILLTOP	CONSUMERS ENERGY	NOVEMBER 2020 STREET LIGHTS ACCT#1147	178.72	23152
101-448-920.300	UTILITIES / HILLTOP	CONSUMERS ENERGY	DECEMBER 2020 STREET LIGHTS ACCT#1147	178.72	23190
		Total For Dept 448 STREETLIGHTING		977.50	
Fund 206 FIRE DEPT					
Dept 000					
206-000-718.000	HEALTH INSURANCE PREMIUM	GUARDIAN	1/1-1/31/2021 COVERAGE	349.21	23174
206-000-718.000	HEALTH INSURANCE PREMIUM	PRIORITY HEALTH	1/1-1/31/2021 COVERAGE	3,924.41	23177
206-000-730.000	POSTAGE	FIRST BANKCARD	CC STATEMENT 11-1 TO 11-30-2020	25.55	23154
206-000-740.000	OFFICE/OPERATING SUPPLIES	FIRST BANKCARD	CC STATEMENT 11-1 TO 11-30-2020	36.02	23154
206-000-740.000	OFFICE/OPERATING SUPPLIES	MAYNARD'S WATER CONDITION	SALT DELIVERY FEE	10.00	23157
206-000-740.000	OFFICE/OPERATING SUPPLIES	MIDDLEVILLE PARTS PLUS	1 AMP BATTERY FOR FIRE STATION	27.08	23159
206-000-740.000	OPERATING SUPPLIES	STATE CHEMICAL PRODUCTS	CLEANING SUPPLIES	85.13	23165
206-000-740.000	OFFICE/OPERATING SUPPLIES	SYNCB/AMAZON	TTES & TWP OFFICE SUPPLIES	8.73	23183
206-000-740.000	OFFICE/OPERATING SUPPLIES	SYNCB/AMAZON	TTES OFFICE SUPPLIES	3.30	23183
206-000-751.000	GASOLINE AND OIL	WEX BANK	DECEMBER FUEL	56.57	23206
206-000-768.000	UNIFORMS/PROTECTIVE GEARS	NYE UNIFORM	MIKE POWELL UNIFORM	136.49	23160
206-000-808.000	PROFESSIONAL SERVICES-MISC	AUNALYTICS	DEC 2020-JAN 2021 MANAGED SERVICES & WJ	631.35	23148
206-000-808.000	PROFESSIONAL SERVICES-MISC	QUALITY AIR	DECEMBER 2020 SERVICE	178.29	23163
206-000-808.000	PROFESSIONAL SERVICES-MISC	SPECTRUM BUSINESS	128 HIGH ST-TV, INTERNET & VOICE	62.21	23180
206-000-808.000	PROFESSIONAL SERVICES-MISC	AUNALYTICS	FEBRUARY SERVICES	909.00	23188
206-000-850.000	TELEPHONE EXPENSE	SPECTRUM BUSINESS	128 HIGH ST-TV, INTERNET & VOICE	100.35	23180
206-000-850.000	TELEPHONE EXPENSE	VERIZON WIRELESS	CELL PHONE SERVICE: 11/20/20 - 12/19/20	25.41	23204
206-000-910.100	WORKERS' COMP	MICHIGAN MUNICIPAL LEAGUE	PAYROLL AUDIT 7/1/2019-7/1/2020	751.76	23196
206-000-920.000	UTILITIES	CONSUMERS ENERGY	128 HIGH ST - ELECTRIC 11/04 - 12/03/20	677.56	23152
206-000-920.000	UTILITIES	CONSUMERS ENERGY	128 HIGH ST - NATURAL GAS 11/04 - 12/03	485.85	23152
206-000-920.000	UTILITIES	SPECTRUM BUSINESS	128 HIGH ST-TV, INTERNET & VOICE	62.50	23180
206-000-920.000	UTILITIES	VILLAGE OF MIDDLEVILLE	128 HIGH ST SEWER & WATER 9/15 - 12/8/2	364.02	23205
206-000-930.000	REPAIR & MAINT-GENERAL	TRANE COMMERCIAL SYSTEMS	REPLACED PUMP ON HEATING COOLING UNIT	524.85	23168
206-000-931.000	REPAIR & MAINT-BLDG/GROUNDS	JIM'S PICKUP SERVICE	DECEMBER 2020 TTES SERVICE	22.50	23156
206-000-931.000	REPAIR & MAINT-BLDG/GROUNDS	ROSE PEST SOLUTIONS	OCTOBER 2020 PEST CONTROL	36.00	23164
206-000-931.000	REPAIR & MAINT-BLDG/GROUNDS	HASTINGS AIR-ENERGY CONTR	SERVICE CALL - RECONNECT LOW VOLTAGE WJ	87.47	23175
206-000-931.000	REPAIR & MAINT-BLDG/GROUNDS	JIM'S PICKUP SERVICE	JANUARY 2021 TTES SERVICE	22.50	23193
206-000-939.000	REPAIR & MAINT-VEHICLES	MIDDLEVILLE PARTS PLUS	E 51 DEF FLUID	21.33	23159
206-000-956.000	MISCELLANEOUS	RANDY EATON	MILEAGE 11/15/20 TO 12/11/20 58.9 MILES	16.94	23179

INVOICE GL DISTRIBUTION REPORT FOR THORNAPPLE TOWNSHIP
EXP CHECK RUN DATES 12/16/2020 - 01/06/2021
BOTH JOURNALIZED AND UNJOURNALIZED
PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 206 FIRE DEPT					
Dept 000					
206-000-956.000	MISCELLANEOUS	RANDY EATON	MILEAGE 12/14/20 TO 12/24/20 84 MILES	24.15	23200
		Total For Dept 000		9,666.53	
		Total For Fund 206 FIRE DEPT		9,666.53	
Fund 303 AMBULANCE ENTERPRISE FUND					
Dept 000					
303-000-718.000	HEALTH INSURANCE PREMIUM	GUARDIAN	1/1-1/31/2021 COVERAGE	349.21	23174
303-000-718.000	HEALTH INSURANCE PREMIUM	PRIORITY HEALTH	1/1-1/31/2021 COVERAGE	3,924.41	23177
303-000-730.000	POSTAGE	FIRST BANKCARD	CC STATEMENT 11-1 TO 11-30-2020	4.00	23154
303-000-740.000	OFFICE/OPERATING SUPPLIES	CALEDONIA VILLAGE ACE HARI	11-19-20 SILICONE	4.99	23151
303-000-740.000	OFFICE/OPERATING SUPPLIES	FIRST BANKCARD	CC STATEMENT 11-1 TO 11-30-2020	36.01	23154
303-000-740.000	OFFICE/OPERATING SUPPLIES	MAYNARD'S WATER CONDITION	SALT DELIVERY FEE	10.00	23157
303-000-740.000	OFFICE/OPERATING SUPPLIES	MIDDLEVILLE PARTS PLUS	1 AMP BATTERY FOR FIRE STATION	27.08	23159
303-000-740.000	OPERATING SUPPLIES	STATE CHEMICAL PRODUCTS	CLEANING SUPPLIES	85.13	23165
303-000-740.000	OFFICE/OPERATING SUPPLIES	SYNCB/AMAZON	TTES & TWP OFFICE SUPPLIES	8.73	23183
303-000-740.000	OFFICE/OPERATING SUPPLIES	SYNCB/AMAZON	TTES OFFICE SUPPLIES	3.30	23183
303-000-741.000	AMB OPERATING	PURITY CYLINDER GASES INC	OXYGEN	118.70	23162
303-000-741.000	AMB OPERATING	PURITY CYLINDER GASES INC	OXYGEN	64.71	23162
303-000-741.000	AMB OPERATING	BOUND TREE MEDICAL LLC	AMBULANCE SUPPLIES	180.89	23171
303-000-741.000	AMB OPERATING	MCKESSON MEDICAL - SURGIC	AMBULANCE SUPPLIES	221.83	23176
303-000-741.000	AMB OPERATING	MCKESSON MEDICAL - SURGIC	AMBULANCE SUPPLIES	26.68	23176
303-000-741.000	AMB OPERATING	MCKESSON MEDICAL - SURGIC	AMBULANCE SUPPLIES	107.44	23176
303-000-741.000	AMB OPERATING	MCKESSON MEDICAL - SURGIC	AMBULANCE SUPPLIES	38.39	23176
303-000-741.000	AMB OPERATING	MCKESSON MEDICAL - SURGIC	AMBULANCE SUPPLIES	53.72	23176
303-000-741.000	AMB OPERATING	MCKESSON MEDICAL - SURGIC	AMB SUPPLIES	143.21	23195
303-000-741.000	AMB OPERATING	MCKESSON MEDICAL - SURGIC	AMBULANCE SUPPLIES	7.38	23195
303-000-741.000	AMB OPERATING	MCKESSON MEDICAL - SURGIC	AMBULANCE SUPPLIES	459.12	23195
303-000-741.000	AMB OPERATING	MCKESSON MEDICAL - SURGIC	AMBULANCE SUPPLIES	10.23	23195
303-000-741.000	AMB OPERATING	MCKESSON MEDICAL - SURGIC	AMBULANCE SUPPLIES	84.05	23199
303-000-741.000	AMB OPERATING	PURITY CYLINDER GASES INC	OXYGEN, HAZ MAT FEE	190.63	23199
303-000-741.000	AMB OPERATING	PURITY CYLINDER GASES INC	CYLINDER RENTAL	446.02	23206
303-000-751.000	GASOLINE AND OIL	WEX BANK	DECEMBER FUEL	631.35	23148
303-000-808.000	PROFESSIONAL SERVICES-MISC	AUNALYTICS	DEC 2020-JAN 2021 MANAGED SERVICES & WI	178.29	23163
303-000-808.000	PROFESSIONAL SERVICES-MISC	QUALITY AIR	DECEMBER 2020 SERVICE	388.01	23166
303-000-808.000	PROFESSIONAL SERVICES-MISC	STATE OF MICHIGAN - DEPT/C	QUALITY ASSURANCE ASSESSMENT 10/1/2020-	62.20	23180
303-000-808.000	PROFESSIONAL SERVICES-MISC	SPECTRUM BUSINESS	128 HIGH ST-TV, INTERNET & VOICE	909.00	23188
303-000-808.000	PROFESSIONAL SERVICES-MISC	AUNALYTICS	FEBRUARY SERVICES	1,799.81	23187
303-000-808.100	ACCUMED BILLING FEES	ACCUMED GROUP	DECEMBER BILLING SERVICE FEES	100.35	23180
303-000-850.000	TELEPHONE EXPENSE	SPECTRUM BUSINESS	128 HIGH ST-TV, INTERNET & VOICE	203.28	23204
303-000-850.000	TELEPHONE EXPENSE	VERIZON WIRELESS	CELL PHONE SERVICE: 11/20/20 - 12/19/20	266.81	23196
303-000-910.100	WORKERS' COMP	MICHIGAN MUNICIPAL LEAGUE	PAYROLL AUDIT 7/1/2019-7/1/2020	677.56	23152
303-000-920.000	UTILITIES	CONSUMERS ENERGY	128 HIGH ST - ELECTRIC 11/04 - 12/03/20	485.84	23152
303-000-920.000	UTILITIES	CONSUMERS ENERGY	128 HIGH ST - NATURAL GAS 11/04 - 12/03	62.50	23180
303-000-920.000	UTILITIES	SPECTRUM BUSINESS	128 HIGH ST-TV, INTERNET & VOICE	364.02	23205
303-000-920.000	UTILITIES	VILLAGE OF MIDDLEVILLE	128 HIGH ST SEWER & WATER 9/15 - 12/8/2	524.85	23168
303-000-930.000	REPAIR & MAINT-GENERAL	TRANE COMMERCIAL SYSTEMS	REPLACED PUMP ON HEATING COOLING UNIT	22.50	23156
303-000-931.000	REPAIR & MAIN-BLDG/GROUNDS	JIM'S PICKUP SERVICE	DECEMBER 2020 TTES SERVICE	36.00	23164
303-000-931.000	REPAIR & MAIN-BLDG/GROUNDS	ROSE PEST SOLUTIONS	OCTOBER 2020 PEST CONTROL	87.48	23175
303-000-931.000	REPAIR & MAIN-BLDG/GROUNDS	HASTINGS AIR-ENERGY CONTR	SERVICE CALL - RECONNECT LOW VOLTAGE WI	22.50	23193
303-000-931.000	REPAIR & MAIN-BLDG/GROUNDS	JIM'S PICKUP SERVICE	JANUARY 2021 TTES SERVICE	7.99	23172
303-000-939.000	REPAIR & MAINT-VEHICLES	CALEDONIA VILLAGE ACE HARI	12-18-20 PAINTER TAPE	806.54	23184
303-000-939.000	REPAIR & MAINT-VEHICLES	TECH MASTERS	MEDIC 51 - DRIVESHAFT, BALL BEARINGS RE	16.93	23179
303-000-956.000	MISCELLANEOUS	RANDY EATON	MILEAGE 11/15/20 TO 12/11/20 58.9 MILES		

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 303 AMBULANCE ENTERPRISE FUND					
Dept 000					
303-000-956.000	MISCELLANEOUS	RANDY EATON	MILEAGE 12/14/20 TO 12/24/20 84 MILES	24.15	23200
		Total For Dept 000		14,283.82	
		Total For Fund 303 AMBULANCE ENTERPRISE FUND		14,283.82	
Fund 403 EMERGENCY SERVICES CAPITAL IMPROVEMENTS					
Dept 303 AMBULANCE					
403-303-970.000	CAPITAL OUTLAY-AMBULANCE	STRYKER MEDICAL	POWER LOAD UPGRD KIT	1,802.31	23167
403-303-970.000	CAPITAL OUTLAY-AMBULANCE	STRYKER MEDICAL	POWER PRO AMBULANCE COT	18,009.17	23182
		Total For Dept 303 AMBULANCE		19,811.48	
		Total For Fund 403 EMERGENCY SERVICES CAPITAL IMPROVEME		19,811.48	
Fund 701 TRUST & AGENCY FUND					
Dept 000					
701-000-250.100	MISC SMALL ACCTS-PROFESSIONAL	SV VRIESMAN & KORHORN	089 STONECO SAND MINE	524.05	23169
701-000-250.100	MISC SMALL ACCTS-PROFESSIONAL	SV VRIESMAN & KORHORN	089 STONECO SAND MINE	995.10	23169
701-000-250.100	MISC SMALL ACCTS-PROFESSIONAL	SV VRIESMAN & KORHORN	139 AGGREGATE INDUATRIES SAND MINE	1,104.55	23169
701-000-250.100	MISC SMALL ACCTS-PROFESSIONAL	SV VRIESMAN & KORHORN	491 YERINGTON MINE EXPANSION	653.05	23169
701-000-250.100	MISC SMALL ACCTS-PROFESSIONAL	SV VRIESMAN & KORHORN	132 JANOSE MINERAL EXTRACTION	207.30	23169
701-000-250.100	MISC SMALL ACCTS-PROFESSIONAL	SV VRIESMAN & KORHORN	139 AGGREGATE IND. SAND MINE	1,145.38	23169
		Total For Dept 000		4,629.43	
		Total For Fund 701 TRUST & AGENCY FUND		4,629.43	
Fund 804 SEWER O & M FUND					
Dept 000					
804-000-702.000	SAL / OPER CONTRACT	BRYAN FINKBEINER	NOVEMBER 2020 SEWER LAGOON OPERATOR	1,082.50	23150
804-000-702.000	SAL / OPER CONTRACT	BRYAN FINKBEINER	DECEMBER 2020 SEWER LAGOON OPERATOR	1,082.50	23189
804-000-743.000	LAB EXPENSE	PACE ANALYTICAL (TRIMATRI)	DUNCAN LAKE WWTP PROJECT# 50272972	40.00	23161
804-000-743.000	LAB EXPENSE	PACE ANALYTICAL (TRIMATRI)	DUNCAN LAKE WWTP PROJECT# 50273145	135.00	23161
804-000-743.000	LAB EXPENSE	PACE ANALYTICAL (TRIMATRI)	DUNCAN LAKE WWTP PROJECT# 50273332	165.00	23161
804-000-743.000	LAB EXPENSE	PACE ANALYTICAL (TRIMATRI)	DUNCAN LAKE WWTP PROJECT# 50273534	165.00	23161
804-000-743.000	LAB EXPENSE	PACE ANALYTICAL (TRIMATRI)	DUNCAN LAKE WWTP PROJECT# 50275845	1,054.40	23198
804-000-808.000	PROFESSIONAL SERVICES-ALUM/PHOSP	PROGRESSIVE AE	FEASIBILITY STUDY LAGOON EXP PROJ#528061	1,202.50	23178
804-000-808.000	PROFESSIONAL SERVICES-ALUM/PHOSP	JOE & BARB'S SEPTIC	SERVIC(DECEMBER 2020 - 13 SERVICE CALLS/TANKS	250.00	23194
804-000-808.100	PROF SERVICES/COLLECTION SYSTEM	JOE & BARB'S SEPTIC	SERVIC(DECEMBER 2020 - 13 SERVICE CALLS/TANKS	2,600.00	23194
804-000-808.200	COLLECTION SYSTEM-PUMPING TANKS	JOE & BARB'S SEPTIC	SERVIC(DECEMBER 2020 - 13 SERVICE CALLS/TANKS	3,250.00	23194
804-000-808.300	COLLECTION SYSTEM-ELECTRICAL	JOE & BARB'S SEPTIC	SERVIC(DECEMBER 2020 - 13 SERVICE CALLS/TANKS	300.00	23194
804-000-920.000	UTILITIES	CONSUMERS ENERGY	PARMALEE RD - ELECTRIC 11/24/20 -12/27/	65.53	23190
		Total For Dept 000		11,392.43	
		Total For Fund 804 SEWER O & M FUND		11,392.43	

INVOICE GL DISTRIBUTION REPORT FOR THORNAPPLE TOWNSHIP
EXP CHECK RUN DATES 12/16/2020 - 01/06/2021
BOTH JOURNALIZED AND UNJOURNALIZED
PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 GENERAL FUND	18,952.08	
			Fund 206 FIRE DEPT	9,666.53	
			Fund 303 AMBULANCE ENTEI	14,283.82	
			Fund 403 EMERGENCY SERV	19,811.48	
			Fund 701 TRUST & AGENCY	4,629.43	
			Fund 804 SEWER O & M FUI	11,392.43	
			Total For All Funds:	78,735.77	

EMS Committee meeting minutes
01/06/2021

Called to order @ 7:56 AM

Present: ☐ Ross, ☐ Sandy, ☐ Eric, ☐ Randy, ☐ Patricia Rayl.

Chief Eaton reported on:

A. An update "Specialty Care Transport Service" proposal which includes a stipend of \$30 for the attending Paramedic carrying the certification.

B. Annual Run Report & summery will be ready for the next Budget meeting

2. Personnel.

A. Employee Performance Reviews to be prepared for the Feb. EMS Committee meeting.

B. Discussed two potential new members.

C. Moving forward on the "Swift Water" training with potential attendance from neighboring departments.

3. Equipment.

A. Fire, Pumper, Replacement of a valve on the suction line from electric to manual operation.

B. Ambulance, Report on status of new Ambulance.

C. Facility, Operating software upgrade that was approved in Feb of 2020 didn't happen, quote expired. Re-quoted. Boiler pump failed, quoted.

4. Station.

A. Renewal of the three year maintenance agreement on the back-up generator.

5. Next Meeting; 02/03/2021

Close. 8:51

RDM

Thornapple Township Emergency Services - Monthly Report

Township or Village	Runs for December 2020	Year to Date	
Thornapple Township			
Fire	2	37	
Medical	15	148	Total runs
Fire and EMS	1	41	226
Village of Middleville			
Fire	2	35	
Medical	22	340	Total runs
Fire and EMS	0	5	380
Irving Township			
Fire	2	9	
Medical	3	63	Total runs
Fire and EMS	0	3	75
			Total runs
			0
Transfers	5		
Lift Assist	1		
Medicals TOT	4		TOT / response area
TOT = turn over to			0 = IR, 2 = TT, 2 = MV,
Medicals TOTF	12		TOTF breakdown
TOTF = turn over from			mercy = 4, life = 5, waems = 3, other = 0
EMS Mutual Aid	0		
Fire Mutual Aid	3		WFD = 2, YSFD = 1,
Stand by	0		
Other Assists / LE	0		0 = LE (transport), 0 = smoke detect, install
			0 = welfare check
Total calls	72		

Comparisons

1 days with 6 calls
 3 days with 5 calls
 3 days with 4 calls
 Double Hits - 6 times
 Average 2.32 calls per day
 26 of 31 days had at least 1 call

December 2019 = 94

YTD - 2019 = 1067

YTD - 2020 = 1026

Down 41 calls from last year

D. Treasurer needed to disperse tax revenue funds 1 month early versus transferring funds from investments making interest to cover expenses incurred for 303 -Emergency Services.

E. Question to EMS Committee members: Does the percentage between accounts 206(Fire) and 303(EMS) and Capital investments need to be changed? Currently (70%, 20% 10%)

11. EMERGENCY SERVICES REPORT:

A. Chief Eaton presented a proposal from TRANE for an updated HVAC system for the TTES building.

MOTION STATED:	Buckowing – Motion to approve the purchase of an update to the TTES HVAC system from TRANE for a cost of \$12,273.58 to be shared equally between fire and ambulance repair and maintenance/building and grounds general ledger accounts in the current year's fiscal budget.
MOTION SUPPORTED:	Rairigh
MOTION STATUS:	Approved with roll call vote. (7 Ayes, 0 Nays)

ROLL CALL VOTE:	Bremer:	Yes	Jelsema:	Yes
	Buckowing:	Yes	Rairigh:	Yes
	Campbell:	Yes	Willshire:	Yes
	DeMaagd:	Yes		

B. An Employment Agreement between Thornapple Township and Chief Eaton presented to the board for approval for FY 2020/2021.

MOTION STATED:	Willshire – Motion to approve the Employment Agreement between Thornapple Township and Chief Eaton for FY 2020/2021 with an annual salary of \$65,000.
MOTION SUPPORTED:	Buckowing
MOTION STATUS:	Approved with roll call vote. (7 Ayes, 0 Nays)

ROLL CALL VOTE:	Bremer:	Yes	Jelsema:	Yes
	Buckowing:	Yes	Rairigh:	Yes
	Campbell:	Yes	Willshire:	Yes
	DeMaagd:	Yes		

C. Proposal of quote # 154555 from Ted Hartleb Agency for a VFIS insurance policy to cover TTES staff for an annual cost of \$4,184 presented to the board for approval.

Jelsema requested the board try to lock in this annual rate in a multi-year contract, not to exceed 5 years if the rates are lower. Willshire offered to email to request. DeMaagd requested annual payments, not paying for multiple years up front.

**TRANE**

Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

© 2016 Trane All rights reserved

Prepared For: Randall Eaton**Date:** January 6, 2021**Proposal Number:** 2815559R1**Job Name:**

Thornapple Emergency Services BCU to SC

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:

Net 30 Days

The current Trane building management temperature control system servicing the Fire Station is over 17 years old. It is a software based system where the site user needs to log into a dedicated workstation to make changes for space control. Starting 2017 Trane no longer is providing software updates or service packs to maintain the software operational state. Trane proposes to upgrade the existing Tracer Summit user interface at Thornapple Township Emergency Services Building to a new modern web based system. The New System will allow for remote access of the system thru any Laptop, Ipad, or smart device with web browser with Network access and proper credentials.

Includes:

- Demo the existing Summit Building Control Unit
- Furnish and install (1) New Tracer System Controller
- Programming/Verification
- Engineered Control Drawings
- Custom Graphics Package
- Owner Training
- 1 year parts/labor warranty on new components

Total Net Price (Including Applicable Taxes)**.....\$ 9,516.00**

Tax Status: Taxable ☐
 Exempt ☐

IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.

Notes:

1. Price is valid for 30 days from date of proposal.
2. Unless specifically stated, start-ups, service/maintenance, spare parts, labor/refrigerant warranties, and training is not included.
3. All equipment has a 1 year parts only warranty from startup (not to exceed 18 months from shipment) unless otherwise noted.
4. Trane offers a Prepayment Discount Program. Please contact your Trane representative for more information

Sincerely,

Matthew Earl - Trane U.S. Inc.

5005 Corporate Exchange Blvd SE
 Grand Rapids, MI 49512
 Phone: (616) 971-1400
 Fax: (616) 971-1401
 jrb

This proposal is subject to your acceptance of the attached Trane terms and conditions.

"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting

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the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime

Thornapple Emergency Services BCU to SC

contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1019)

Supersedes 1-26.251-10(0315)



LET'S GO BEYOND™

Trane U.S. Inc.
5005 Corporate Exchange Blvd SE
Grand Rapids, MI 49512
Phone: (616) 971-1400
Fax: (616) 971-1401
Service Contact: (616) 971-1400

January 6, 2021

Randall Eaton
Thornapple Township
200 East Main Street
Middleville, MI 49333 U.S.A.

Thornapple Township Fire Department

ATTENTION: Michael Bremer

PROJECT NAME: Thornapple Township Fire Retro-Commissioning

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

The Trane Controls System at the Thornapple Township Fire Station was installed in 2003. Currently the facility has experienced inadequate space comfort due to failed or inoperable controls. Trane recommends a retro-commissioning process to confirm controller operation and documentation of needed repairs.

SCOPE OF SERVICE

Retro-commissioning of Trane Control System

- Boiler System Controls (MP581)
 - Test and confirm operation of all control points
 - Remove overrides
 - Confirm graphics
 - Confirm sequence of operation
 - Document any system deficiencies, needed repairs, or recommendations
- Air Handling Equipment Controls (Blower Coils x3)
 - Test and confirm operation of all control points
 - Remove overrides
 - Confirm graphics
 - Confirm sequence of operation
 - Document any system deficiencies, needed repairs, or recommendations
- Reheat Coil Controls x4

- Test and confirm operation of all control points
- Remove overrides
- Confirm graphics
- Confirm sequence of operation
- Document any system deficiencies, needed repairs, or recommendations
- Not Included – Repair material or repair labor
- Services to be provided in conjunction with Web user interface upgrade quoted separately.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$3,358 USD

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from January 6, 2021

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,



Matthew Earl
Account Manager
Cell: (616) 299-0470

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number:

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure; (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations.

Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

16. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0919)
Supersedes 1-10.48 (1114)



TRANE

SAFETY

TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

**TRANE**

Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Prepared For: Michael Bremer**Date:** January 23, 2020**Proposal Number:** 2815559**Job Name:**

Thornapple Emergency Services BCU to SC

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:

Net 30 Days

The current Trane building management temperature control system servicing the Fire Station is over 17 years old. It is a software based system where the site user needs to log into a dedicated workstation to make changes for space control. Starting 2017 Trane no longer is providing software updates or service packs to maintain the software operational state. Trane proposes to upgrade the existing Tracer Summit user interface at Thornapple Township Emergency Services Building to a new modern web based system. The New System will allow for remote access of the system thru any Laptop, Ipad, or smart device with web browser with Network access and proper credentials.

Includes:

- Demo the existing Summit Building Control Unit
- Furnish and install (1) New Tracer System Controller
- Programming/Verification
- Engineered Control Drawings
- Custom Graphics Package
- Owner Training
- 1 year parts/labor warranty on new components

Total Net Price (Including Applicable Taxes)**.....\$ 9,124.00**

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
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Notes:

- Price is valid for 30 days from date of proposal.
- Unless specifically stated, start-ups, service/maintenance, spare parts, labor/refrigerant warranties, and training is not included.
- All equipment has a 1 year parts only warranty from startup (not to exceed 18 months from shipment) unless otherwise noted.
- Trane offers a Prepayment Discount Program. Please contact your Trane representative for more information

Sincerely,

Matthew Earl - Trane U.S. Inc.

5005 Corporate Exchange Blvd SE

Grand Rapids, MI 49512

Phone: (616) 971-1400

Fax: (616) 971-1401

jrb

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting

the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime

contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1019)

Supersedes 1-26.251-10(0315)



Trane U.S. Inc.
5005 Corporate Exchange Blvd SE
Grand Rapids, MI 49512
Phone: (616) 971-1400
Fax: (616) 971-1401
Service Contact: (616) 971-1400

February 5, 2020

George Markle
Supervisor
Thornapple Township
200 East Main Street

Thornapple Township Fire Department

Middleville, MI 49333 U.S.A.

ATTENTION: Michael Bremer

PROJECT NAME: Thornapple Township Fire Retro-Commissioning

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

The Trane Controls System at the Thornapple Township Fire Station was installed in 2003. Currently the facility has experienced inadequate space comfort due to failed or inoperable controls. Trane recommends a retro-commissioning process to confirm controller operation and documentation of needed repairs.

SCOPE OF SERVICE

Retro-commissioning of Trane Control System

- **Boiler System Controls (MP581)**
 - Test and confirm operation of all control points
 - Remove overrides
 - Confirm graphics
 - Confirm sequence of operation
 - Document any system deficiencies, needed repairs, or recommendations
- **Air Handling Equipment Controls (Blower Coils x3)**
 - Test and confirm operation of all control points
 - Remove overrides
 - Confirm graphics
 - Confirm sequence of operation
 - Document any system deficiencies, needed repairs, or recommendations

- Reheat Coil Controls x4
 - Test and confirm operation of all control points
 - Remove overrides
 - Confirm graphics
 - Confirm sequence of operation
 - Document any system deficiencies, needed repairs, or recommendations
- Not Included – Repair material or repair labor
- Services to be provided in conjunction with Web user interface upgrade quoted separately.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....**3,149.58 USD**

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from January 23, 2020.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,



Matthew Earl
Account Manager
Cell: (616) 299-0470

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number:

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure; (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

16. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0919)
Supersedes 1-10.48 (1114)



TRANE

SAFETY

TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

Committee Positions

Administration	Schaefer	Buckowing	Willshire
Cemetery	Willshire	DeMaagd	Rairigh
DDA Report	Schaefer		
Elections	Willshire	Buckowing	Selleck
Emergency Services	DeMaagd	Rairigh	Schaefer
Finance	Buckowing	Willshire	DeMaagd
Parks and Recreation Report	Schaefer		
Personnel-Compensation	Willshire	Campbell	Selleck
Property and Public Utilities	DeMaagd	Campbell	Schaefer
Roads and Highways	Campbell	DeMaagd	Selleck

Schaefer	Administration	DDA Report	Parks and Recreation Report	Property and Public Utilities	Emergency Services
Buckowing	Administration	Elections	Finance		
Willshire	Administration	Elections	Finance	Personal-Compensation	
DeMaagd	Cemetery	Emergency Services	Finance	Property and Public Utilities	Roads and Highways
Rairigh	Cemetery	Emergency Services			
Campbell	Personnel-Compensation	Property and Public Utilities	Roads and Highways		
Selleck	Personnel-Compensation	Elections	Roads and Highways		



Thornapple Township Agenda Request Form

Please have request submitted to Supervisor by E.O.B. on the 1st Monday of the Month.

TO:

FROM:

DATE:

SUBJECT:

RECOMMENDATION:

BACKGROUND:

FISCAL IMPACT:

ALTERNATIVES:

ATTACHMENTS: