



8555 Kalamazoo Ave., SE
Caledonia, MI 49316

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March 6, 2024

Gaines Township Board of Trustees
8555 Kalamazoo Ave SE
Caledonia, MI 49316

RE: March 11, 2024, Township Board Meeting

Township Board Members:

Greetings! I hope that all is well with you.

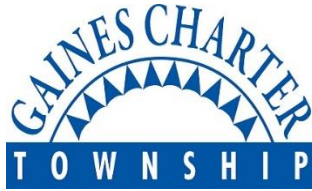
There is a monster of an agenda for the March 11, 2024, meeting. The good news is that many of the items should not require a lot of discussion. The Fire Chief will be our scheduled speaker for this meeting. He will be presenting Service Recognition awards to two firefighters that will be leaving the Township.

Under new business you will find that it is time to do the annual renewal of the liquor licenses in the Township. There are a couple of quotes for some projects that need to be addressed. A couple of items on the agenda are there to address some office administration situations. As we head into spring developers are beginning to work on some new projects, as a result there are six Water/Sewer Development Agreements for your consideration.

If you should have any questions about any of these items, please don't hesitate to reach out to me.

Best regards,


Rod Weersing
Township Manager



CHARTER TOWNSHIP OF GAINES
MEETING LOCATION: 8555 Kalamazoo Ave., SE, Caledonia, MI 49316
Township Board of Trustees Meeting
PRELIMINARY AGENDA
MONDAY – March 11, 2024
Time: 7:00PM

- 1. Opening Prayer ~ Kathy VanderStel**
- 2. Pledge of Allegiance**
- 3. Call to Order and Attendance ~**
- 4. Declaration of Conflict of Interest**
- 5. Review of Consent Agenda ~ *items must be removed from the consent agenda in order to be discussed***
- 6. Approval of Agenda**
- 7. Communications ~ Informational items ~ *letters, reports, updates, etc.***
 - a. GVMC Transportation Department Newsletter**
 - b. February 2024 Building Department Revenue Report**
 - c. February 2024 Dutton Fire Run Report**
 - d. February 2024 Cutlerville Fire Run Report**
 - e. February 2024 Community Policing Officer's Report**
- 8. Scheduled Speakers – Ken Van Hall**
 - a. Service Recognition ~ Randy Foreman**
 - b. Service Recognition ~ Brett Holmes**
- 9. Public Comments – *Public may speak regarding anything on the agenda which is NOT scheduled for a public hearing (comments limited to 3 minutes per speaker)***
- 10. Public Hearings - NONE**
- 11. Consent Agenda:**
 - a. Minutes February 12, 2024**
 - b. Check Registers for month of February 2024**
 - i. General Fund (101): \$ 114,498.04
 - ii. Public Safety SAD (205): \$ 172,004.25
 - iii. Building Inspections (549): \$ 25,054.67

iv. Water and Sewer (590 & 591):	<u>\$ 450,857.32</u>
TOTAL OF ALL FUNDS:	\$762,414.28

c. Treasurer's January 2024 Financial Report

12. New Business

a. Consider ~ Renewal of Liquor Licenses

- i. Logan's Restaurant #531
- ii. JD Holdings, LLC – Peppino's
- iii. TSF Apple Venture, LLC - Applebee's
- iv. Stonewater Country Club – Fire Rock Grille
- v. Grinning Mitten, DBA Railtown
 - 1. Microbrewer Manufacturers License
 - 2. Small Wine Maker Manufacturers License
- vi. Celebration Banquets, LLC
- vii. Briarwood Golf Course

b. Consider ~ Repair of Trail Bridge

c. Consider ~ Quotes/parking lots and driveway repaving

d. Consider ~ Appointment to Parks & Trails Committee

e. Consider ~ Right Place Contribution

f. Consider ~ Fire Department Name

g. Consider ~ Hanna Lake Sidewalk Project (CDBG Grant)

h. Consider ~ Meeting Per Diems

i. Consider ~ Allocation of ARPA Dollars

j. Consider ~ Supervisor's Hours

k. Consider ~ Rezoning Request, 76th and Division 1st Read

l. Consider ~ Private Drive width requirement waiver request-92nd Street

m. Consider ~ Thornapple Farms Phase One W&S Development Contract

n. Consider ~ Thornapple Farms Phase Two W&S Development Contract

o. Consider ~ Thornapple Farms Trunk Sewer W&S Development Contract

p. Consider ~ Pine Rest W&S Development Contract

q. Consider ~ Grooters Phase Two W&S Development Contract

r. Consider ~ Ashford Woods 1A W&S Development contract

13. Public Comments ~ *On any topic (comments limited to 3 minutes per speaker)*

14. Manager's Comments

15. Supervisor's Comments

16. Trustee's Comments

NEXT SCHEDULED BOARD OF TRUSTEES MEETING: April 08, 2024

April 22, 2024 (if needed)

ANY INTERESTED PERSONS ARE INVITED TO ATTEND AND PARTICIPATE IN ALL TOWNSHIP BOARD OF TRUSTEE MEETINGS. PERSONS WITH DISABILITIES NEEDING ANYT SPECIAL ACCOMMODATIONS SHOULD CONTACT THE TOWNSHIP OFFICES ONE WEEK PRIOR TO THE MEETING TO REQUEST MOBILITY, VISUAL OR ANY OTHER ASSISTANCE.

Preliminary Agenda – Subject to Change

[View this email in your browser](#)

GVMC

Transportation Department

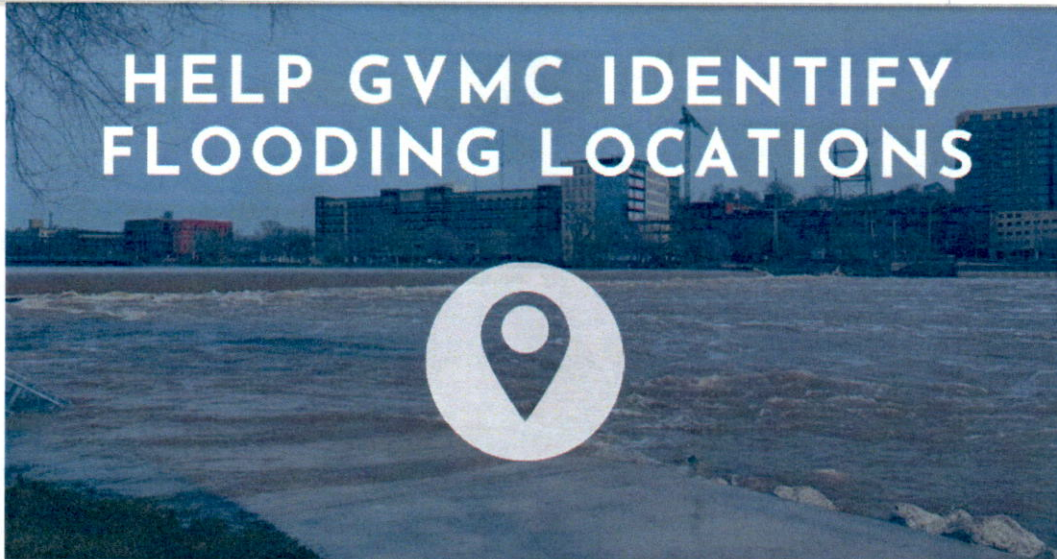
Seasonal Newsletter

Winter 2024



Walking path along Reeds Lake in East Grand Rapids in January.

REMINDER: Help GVMC Identify Flooding Locations



Reminder! GVMC is in the process of developing a Transportation Infrastructure Resiliency Study. This study will aim to identify how climate change could impact the region's transportation infrastructure, determine system vulnerabilities, and evaluate potential solutions.

We are asking the community to help us identify known flooding locations in the region. This information will be incorporated into the study analyses to further investigate how flooding might impact transportation infrastructure.

[Click here to access the survey!](#)

GVMC TO BEGIN DEVELOPMENT OF FY2025 UNIFIED PLANNING WORK PROGRAM (UPWP)



GVMC will begin developing the FY2025 Unified Planning Work Program (UPWP) later this month. GVMC's FY2025 UPWP will incorporate all federally assisted state, regional, and local transportation planning activities proposed to be undertaken in the region during the fiscal year as well as GVMC's annual transportation operating budget. The document will provide a process for the coordination and collaboration of transportation planning activities in the study area and is required as a basis and condition for all federal funding assistance for transportation planning.

For more information, please visit the [UPWP page](#) on our website or contact [Laurel Joseph](#). The draft document will be posted online when it's complete.

2050 Metropolitan Transportation Plan (MTP) Update



GVMC staff leading housing and transportation listening session at Mel Trotter with several of their guests.

GVMC staff is working on completing the first draft of our next Metropolitan Transportation Plan (MTP), which includes transportation projects and investment priorities through 2050. GVMC staff plan to present the document to our Technical and Policy Committees at their March meetings to ask for approval to bring the document to the public for comment. As part of our public engagement for this milestone, we will host an open house and offer an interactive activity to encourage input as well. Please stay tuned for ways that you can participate and provide feedback.

The development of the 2050 MTP began during the summer of 2022 and has been a long process that has included public and stakeholder engagement and feedback as well as data and analyses for all modes and aspects of our transportation system, including active transportation, air, freight, passenger rail, and transit, and transportation system issues such as bridge and pavement condition, congestion and reliability, and safety.

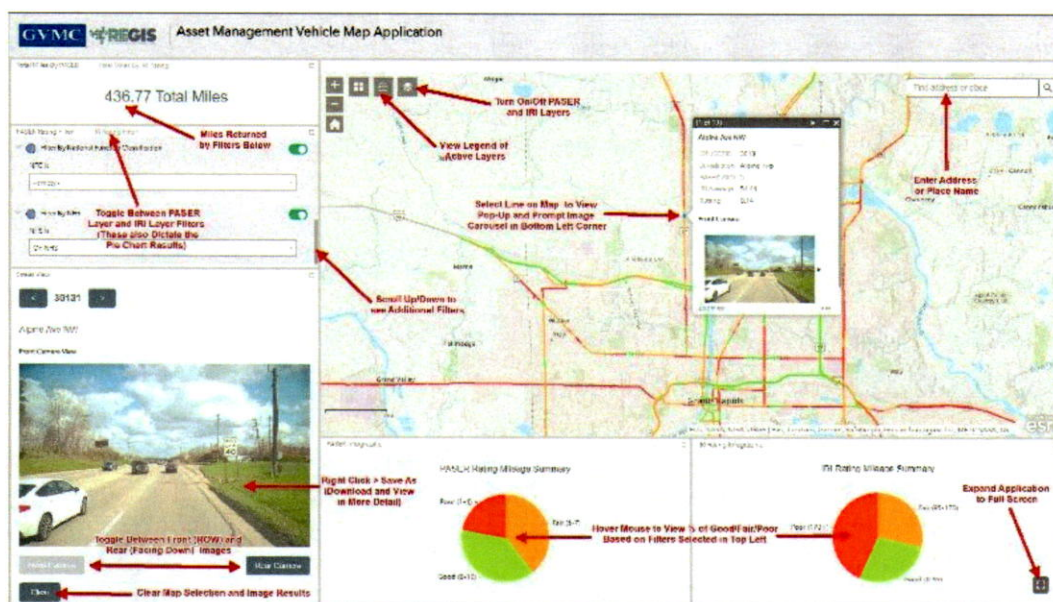
We worked with numerous stakeholders representing a wide variety of agencies to determine the vision statement, goals, and objectives for the plan. Many of these stakeholders came from organizations that haven't previously been involved in the MTP development process, including the Kent County Health Department, the Association for the Blind and Visually Impaired, and the Area Agency on Aging of West Michigan. These new perspectives helped enrich our planning process and contributed toward the development of a stronger document.

We also tried several new public engagement techniques, such as a student poster contest, a beautification grant contest to encourage friendly competition amongst

transportation system that addresses the needs of all users. For the first time, we also hosted listening sessions at Mel Trotter to learn how our transportation planning efforts can help their guests increase their access to transportation and stable housing. New federal regulations are placing a stronger emphasis on coordinating transportation and housing, and GVMC hopes to expand our connections with housing organizations in our area to increase collaboration and may host more sessions like this in the future.

To learn more about the MTP, please visit our [website](#).

GVMC's Asset Management Vehicle Map Application is LIVE!



GVMC's Transportation and REGIS Departments collaborated to develop a map application that shows our region's pavement data in a clear and comprehensive way.

Every spring, GVMC's Transportation Department staff begin surveying road conditions for our Metropolitan Planning Organization (MPO) area, which includes Kent and eastern Ottawa Counties. To do this, we use a specialized vehicle that captures images and data metrics. Our local jurisdictions rely on this data to make important decisions about which roads to improve and when based on available dollars in their budgets.

There are currently several types of data collected through this survey, including:

1. Pavement Surface and Evaluation Rating (PASER) system data, which determines whether a road is eligible to receive federal funding for improvement, and if so, what kind of improvement it's eligible for. PASER is based on a scale of 1-10, with 1 being "poor" and 10 being a brand new reconstructed road. PASER ratings are determined through a windshield survey done by trained staff with a laptop as we ride over the road. This data is currently the basis for determining if a road is eligible to receive federal dollars for improvements, and if so, what kind of improvements are allowable according to GVMC's policies.
2. International Roughness Index (IRI), which has a range that corresponds to the ride of the road. Higher numbers mean rockier rides. IRI is one of the factors that goes

3. Rutting, which is calculated as we drive down the road. Rutting gives us a measure in inches between the highest point (typically between the edges/center of the lane) and the lowest point within the wheel path. This gives us a good idea of how bad the heavy truck traffic is wearing down the road. It's important to note that on residential streets you won't find much rutting as the truck traffic is typically not supposed to travel there. Rutting is also a federal pavement performance measure factor.
4. Forward right-of-way (ROW) and rear facing down imagery, which are captured as a virtual log to our trip so jurisdictions can verify the fix needed by looking at an image, rather than taking a trip to the field. These are being recorded every 40 feet.

This year, with the help of REGIS staff, GVMC was able to combine all of this data and tie it to a GPS point in order to create a vehicle map [application](#) that presents this information in a clear and comprehensive way.

Please be patient with this application as a lot of data is being drawn at once, and we'll be working on sharpening the drawing speed. It might also be helpful to clear your web browser's cache if you're having trouble with the data drawing. If you have any questions, please feel free to reach out to GVMC or REGIS staff. An explanation of the general functionality of the map application is in the image at the top of the article, or click on the image to open the application.

SAFETY SPOTLIGHT: MDOT Implements Changes to Reduce Wrong-Way Driving



Photo above: Wrong-way sign at northbound US-131 off to Century Avenue in Grand Rapids; Photo below: A Do Not Enter and Wrong Way sign with perimeter lighting in

The Michigan Department of Transportation (MDOT) is implementing enhanced wrong-way warning signs and ramp delineation on freeway exit ramps along US-131 from Ann Street to M-11 (28th Street) in Wyoming and Grand Rapids. A federal State Transportation Innovation Council (STIC) grant was awarded to purchase actuated wrong way alert systems, enhanced wrong way signing, and enhanced reflective delineation to install. Each of the 16 exit ramps along the corridor will have at least one of these treatments. MDOT is funding the labor and installation costs.

The goal of this effort is to get the attention of wrong way drivers, and potential wrong way drivers, and alert them to avoid the wrong way before reaching the freeway mainline. Data from wrong way crashes and reported wrong way drivers from the last five years in Kent County was used to select the corridor and limits for the project.

Installation of these enhanced devices is ongoing and will continue through the spring of 2024, pending weather conditions.



Additional information on this important safety technology, along with a video of the new system, can be found by visiting the following links:

- [Enhanced Wrong-Way Devices on US-131 Press Release](#)
- [Video of Wrong Way alert systems](#)

PLAN YOUR COMMUTE! MDOT is Rolling Out Several Big Projects This Construction Season

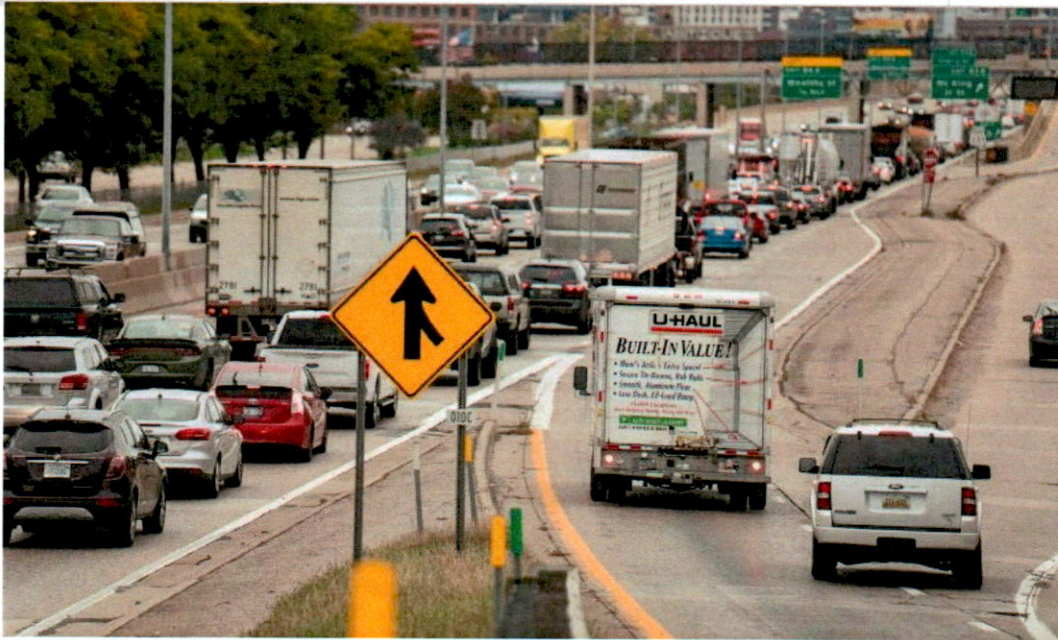


Photo of northbound US-131 at Hall Street; Images taken courtesy of the MDOT Photography Unit

The Michigan Department of Transportation (MDOT) will begin several large reconstruction and maintenance projects this 2024 construction season, totaling over \$125 million. Many of these projects will require temporary full or partial closures of important freeways, and some projects will last multiple construction seasons.

- April and May 2024
 - US-131 bridge over Plaster Creek (south of Burton Street) in Grand Rapids: 4-week single bound full closures for maintenance work on the bridge.
 - US-131 between M-11 (28th Street) and Pearl Street in Wyoming and Grand Rapids: concrete joint repairs.
- May – November 2024
 - NB US-131 ramp to WB and EB I-96 in Walker: full closure for bridge rehabilitation work.
 - M-6 interchange at I-96 in Cascade Township, Hot Mix Asphalt (HMA) inlay. Note ramps will be closed in stages to maintain EB M-6 between M-37 and I-96. WB M-6 will be closed and detoured between I-96 and M-37 during a stage of work.
- May 2024 – November 2025
 - US-131 between 100th Street and 76th Street in Byron Township: full reconstruction of US-131, addition of weave-merge lanes between 84th Street and 76th Street interchanges. This project was made possible by Governor Whitmer's Rebuilding Michigan Bond Program.

The Grand Rapids Transportation Service Center will have a public meeting to discuss these projects, timelines, detours, and more sometime this spring. An announcement of this meeting will be provided. Most of these projects will also be available on the [MDOT projects website](#).

For the latest project construction and traffic information, please visit [MiDrive](#).



Technical Committee:

Wednesday, March 6
Wednesday, May 1
*Wednesday, July 17
Wednesday, September 4
Wednesday, November 6

**Joint Technical and Policy Committee
Meeting*

Policy Committee:

Wednesday, March 20
Wednesday, May 15
*Wednesday, July 17
Wednesday, September 18
Wednesday, November 20

**Joint Technical and Policy Committee
Meeting*

UPCOMING EVENTS

02/22/2024

CTT 2024 Roadsoft Special Topic: Getting Started with the Roadsoft Mobile App – Online

[Click here for more details](#)

02/28/2024

CTT Asphalt Paving Inspection Workshop - Grand Rapids, MI

[Click here for more details](#)

03/12/2024 – 03/14/2024

CTT Michigan Bridge Week Conference – Muskegon, MI

[Click here for more details](#)

03/26/2024

MAP Planning and Zoning Essentials Workshop Part 1 – Online

[Click here for more details](#)

03/27/2024

MAP Planning and Zoning Essentials Workshop Part 2 – Online

[Click here for more details](#)

03/28/2024

CTT Presentations: How to Wow Your Audience – Online

[Click here for more details](#)

04/10/2024

CTT Materials Acceptance Process Virtual Seminar - Online

[Click here for more details](#)

04/30/2024 - 05/02/2024

CTT 2024 Michigan Highway Maintenance Conference - Mt Pleasant, MI

[Click here for more details](#)

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WE'D LOVE TO HEAR FROM YOU...

Please contact our staff members with any questions you have!

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Questions or Comments?

Forward to a Friend



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Revenue Breakdown Report

Page: 1 of 30

03/01/2024

Filter: All Records, Transaction.DateToPostOn Between 2/1/2024 12:00:00 AM AND 2/29/2024 11:59:59 PM

Unit Totals		
Unit Name	Records	Revenue
	167	43,920.75
TOTAL	167	43,920.75

Record Type Totals		
Unit:	Records	Revenue
Name	1	25.00
Permit	166	43,895.75
UNIT TOTAL:	167	43,920.75

Record Type Breakdowns		
Unit:		
Record Type: Name	Records	Revenue
	1	25.00
TOTAL:	1	25.00

Record Type: Permit	Records	Revenue
Building	21	12,311.00
Commercial Sign	1	90.00
Deck	1	130.00
Electrical	77	22,153.75
Furnace Replacement	4	440.00
Mechanical	38	5,596.00
Plumbing	12	2,130.00
Residential Roofing	5	450.00
Storm Drain	5	425.00
Water Heater Replacement	2	170.00
TOTAL:	166	43,895.75

Incidents by District/Zone

Jan 01, 2023 12:00 AM to Mar 05, 2024 06:05 PM

District/Zone	2024			2024		2023		YTD % Change
	Jan	Feb	Mar	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
Byron Twp Fire - Byron Twp	0	0	0	0	0%	2	1%	-100%
Caledonia Township	3	3	0	6	3%	5	3%	20%
Cutlerville - Byron Township	1	2	0	3	2%	5	3%	-40%
Cutlerville - Gaines Township	13	7	2	22	12%	13	9%	69.23%
Kentwood	2	2	0	4	2%	4	3%	0%
Leighton Township	0	0	0	0	0%	1	1%	-100%
Zone 01S - Dutton	2	1	0	3	2%	4	3%	-25%
Zone 02S - Dutton	14	10	0	24	13%	19	13%	26.32%
Zone 03S - Dutton	6	4	0	10	5%	13	9%	-23.08%
Zone 04S - Dutton	21	14	2	37	20%	26	17%	42.31%
Zone 05S - Dutton	8	3	1	12	7%	0	0%	N/A
Zone 06S - Dutton	4	2	0	6	3%	10	7%	-40%
Zone 07S - Dutton	4	4	3	11	6%	10	7%	10%
Zone 08S - Dutton	5	4	0	9	5%	6	4%	50%
Zone 09S - Dutton	4	3	1	8	4%	16	11%	-50%
Zone 10S - Dutton	0	0	1	1	1%	0	0%	N/A
Zone 11R - Dutton	1	0	0	1	1%	1	1%	0%
Zone 12R - Dutton	1	3	1	5	3%	1	1%	400%
Zone 13R - Dutton	0	2	0	2	1%	2	1%	0%
Zone 14R - Dutton	2	1	0	3	2%	2	1%	50%
Zone 15R - Dutton	1	0	0	1	1%	1	1%	0%
Zone 16R - Dutton	1	5	1	7	4%	1	1%	600%
Zone 17R - Dutton	0	0	0	0	0%	1	1%	-100%
Zone 18R - Dutton	3	0	0	3	2%	0	0%	N/A
Zone 19R - Dutton	0	0	0	0	0%	4	3%	-100%
Zone 20R - Dutton	1	2	0	3	2%	2	1%	50%
Zone 21R - Dutton	0	0	0	0	0%	1	1%	-100%
Grand Total	99	72	12	183	100%	152	100%	20.39%

District/Zone	2024			2024		2023		YTD % Change
	Jan	Feb	Mar	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
Zone 22R - Dutton	2	0	0	2	1%	1	1%	100%
Zone 23R - Dutton	0	0	0	0	0%	1	1%	-100%
Grand Total	99	72	12	183	100%	152	100%	20.39%

Incidents by Category and Month

Jan 01, 2023 12:00 AM to Mar 05, 2024 06:05 PM



Incident Type Category	2024			2024		Grand Total - Previous	2023	YTD % Change
	Jan	Feb	Mar	Grand Total - Current	% of Total Incidents - Current		% of Total Incidents - Previous	
1 - Fire	5	7	1	13	7%	5	3%	160%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	0	0	0	0%	1	1%	-100%
3 - Rescue & Emergency Medical Service Incident	63	43	7	113	62%	100	66%	13%
4 - Hazardous Condition (No Fire)	7	2	1	10	5%	5	3%	100%
5 - Service Call	5	3	2	10	5%	8	5%	25%
6 - Good Intent Call	6	12	1	19	10%	17	11%	11.76%
7 - False Alarm & False Call	13	5	0	18	10%	16	11%	12.50%
Grand Total	99	72	12	183	100%	152	100%	20.39%

Monthly Call Volume Year over Year

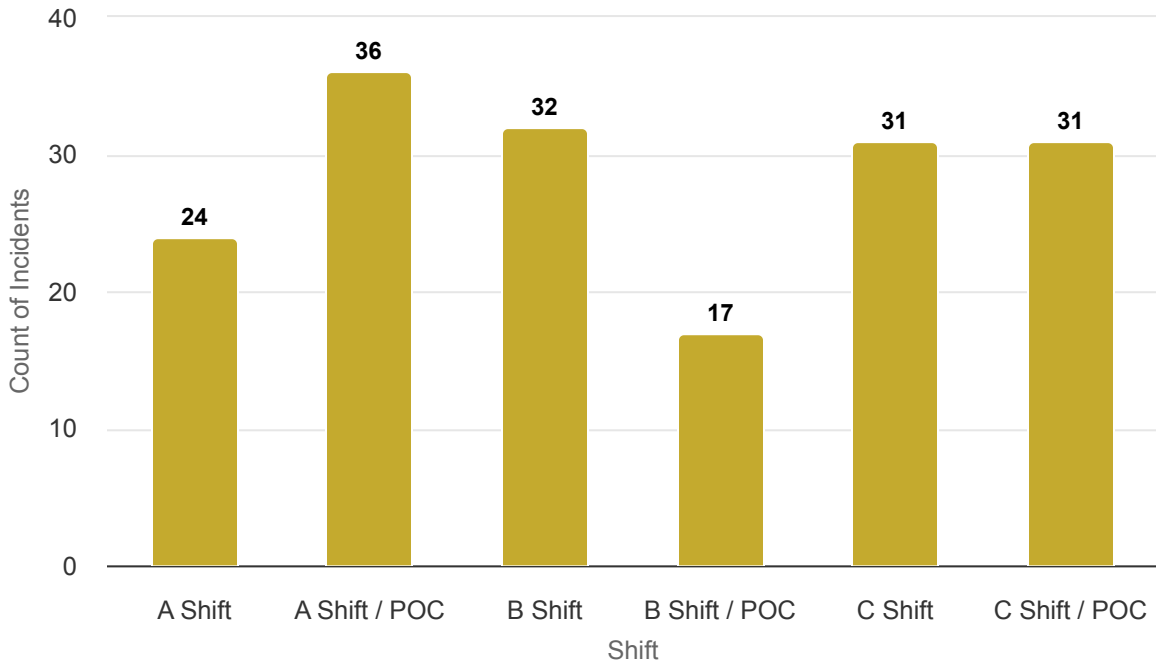
Jan 01, 2023 12:00 AM to Mar 05, 2024 06:07 PM



Month Name	2024		2023		YTD % Change
	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
January	99	54%	66	43%	50%
February	72	39%	68	45%	5.88%
March	12	7%	18	12%	-33.33%
Grand Total	183	100%	152	100%	20.39%

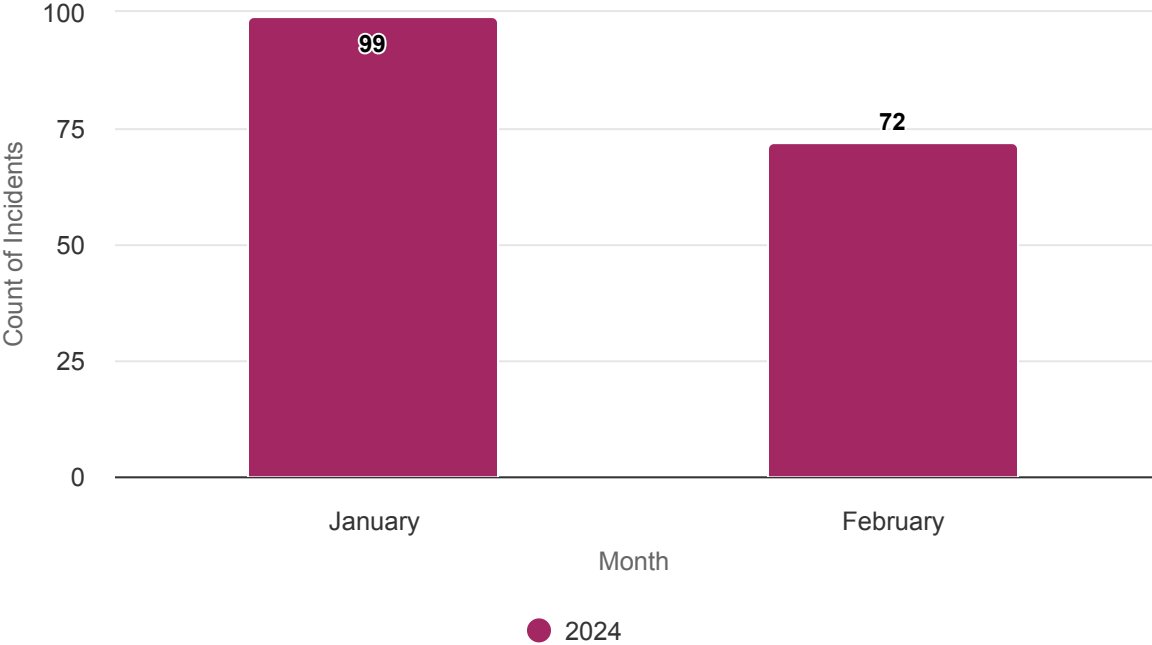
Incidents by Shift

Jan 01, 2024 to Feb 29, 2024



Incidents by Month

Jan 01, 2024 to Feb 29, 2024



Jan 01, 2024 to Feb 29, 2024

Jan 01, 2024 to Feb 29, 2024

Day of Week

Aid Given and Received Summary

Jan 01, 2024 to Feb 29, 2024



Fire Department	Automatic Aid Given	% of Total Automatic Aid Given	Automatic Aid Received	% of Total Automatic Aid Received	Mutual Aid Given	% of Total Mutual Aid Given	Mutual Aid Received	% of Total Mutual Aid Received
Caledonia Township Fire Department	4	0%	2	0%	2	0%	1	0%
City of Kentwood Fire Department	4	0%	2	0%	0	0%	1	0%
Cutlerville Fire Department	2	0%	3	0%	16	0%	9	0%
Leighton Township Fire Department	0	0%	1	0%	0	0%	0	0%
Overall	10	100%	8	100%	18	100%	11	100%

Calls in Progress



Jan 01, 2024 12:00 AM to Feb 29, 2024 11:59 PM

Calls in Progress	Occurrences	% of Occurrences	Hours	% of Hours
0 Calls In Progress	161	46.94%	1,366.88	94.92%
1 Call In Progress	171	49.85%	71.09	4.94%
2 Calls In Progress	11	3.21%	2.03	0.14%
Totals	343	100%	1,440	100%

Incidents by District/Zone

Jan 01, 2023 12:00 AM to Mar 05, 2024 05:57 PM

District/Zone	2024			2024		2023		YTD % Change
	Jan	Feb	Mar	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
B1U - Byron Township	8	4	0	12	3%	8	2%	50%
B2U - Byron Township	21	32	2	55	13%	56	15%	-1.79%
B3U - Byron Township	11	6	0	17	4%	24	6%	-29.17%
B4U - Byron Township	33	26	5	64	15%	41	11%	56.10%
B5S - Byron Township	0	0	0	0	0%	5	1%	-100%
B6S - Byron Township	13	14	4	31	7%	25	7%	24%
B7R - Byron Township	2	3	1	6	1%	0	0%	N/A
B8R - Byron Township	1	0	0	1	0%	2	1%	-50%
Byron Township Fire	5	0	1	6	1%	4	1%	50%
Dutton Fire Department	8	5	0	13	3%	3	1%	333.33%
G1U - Gaines Township	35	18	7	60	14%	62	17%	-3.23%
G2S - Gaines Township	19	15	0	34	8%	39	11%	-12.82%
G3U - Gaines Township	34	34	4	72	17%	49	13%	46.94%
G4S - Gaines Township	4	9	0	13	3%	7	2%	85.71%
G5S - Gaines Township	11	6	2	19	4%	23	6%	-17.39%
G6S - Gaines Township	3	1	1	5	1%	7	2%	-28.57%
G7R - Gaines Township	2	1	0	3	1%	2	1%	50%
G8R - Gaines Township	2	1	0	3	1%	2	1%	50%
Kentwood	2	6	0	8	2%	7	2%	14.29%
Wyoming	2	1	0	3	1%	4	1%	-25%
Grand Total	216	182	27	425	100%	370	100%	14.86%

Incidents by Category and Month

Jan 01, 2023 12:00 AM to Mar 05, 2024 05:57 PM

Incident Type Category	2024			2024		Grand Total - Previous	2023	YTD % Change
	Jan	Feb	Mar	Grand Total - Current	% of Total Incidents - Current		% of Total Incidents - Previous	
1 - Fire	6	9	2	17	4%	12	3%	41.67%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	0	0	0	0%	1	0%	-100%
3 - Rescue & Emergency Medical Service Incident	153	129	17	299	70%	260	70%	15%
4 - Hazardous Condition (No Fire)	9	1	2	12	3%	6	2%	100%
5 - Service Call	3	2	0	5	1%	5	1%	0%
6 - Good Intent Call	27	18	4	49	12%	45	12%	8.89%
7 - False Alarm & False Call	16	21	2	39	9%	35	9%	11.43%
9 - Special Incident Type	2	2	0	4	1%	6	2%	-33.33%
Grand Total	216	182	27	425	100%	370	100%	14.86%

Monthly Call Volume Year over Year

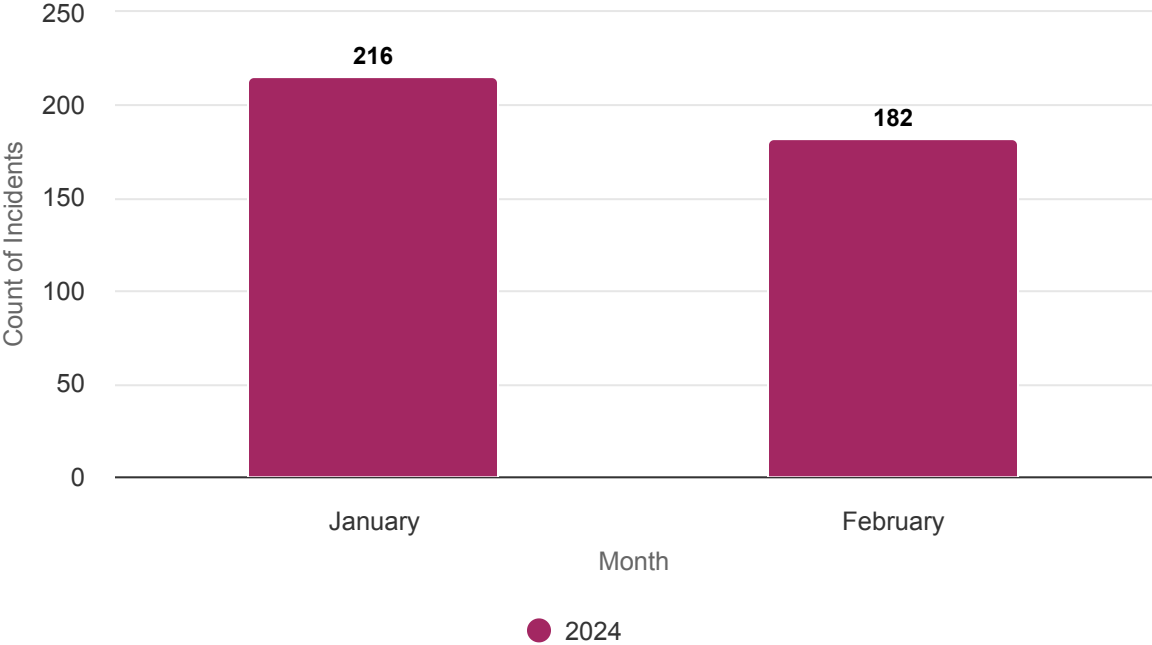
Jan 01, 2023 12:00 AM to Mar 05, 2024 06:00 PM



Month Name	2024		2023		YTD % Change
	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
January	216	51%	184	50%	17.39%
February	182	43%	161	44%	13.04%
March	27	6%	25	7%	8%
Grand Total	425	100%	370	100%	14.86%

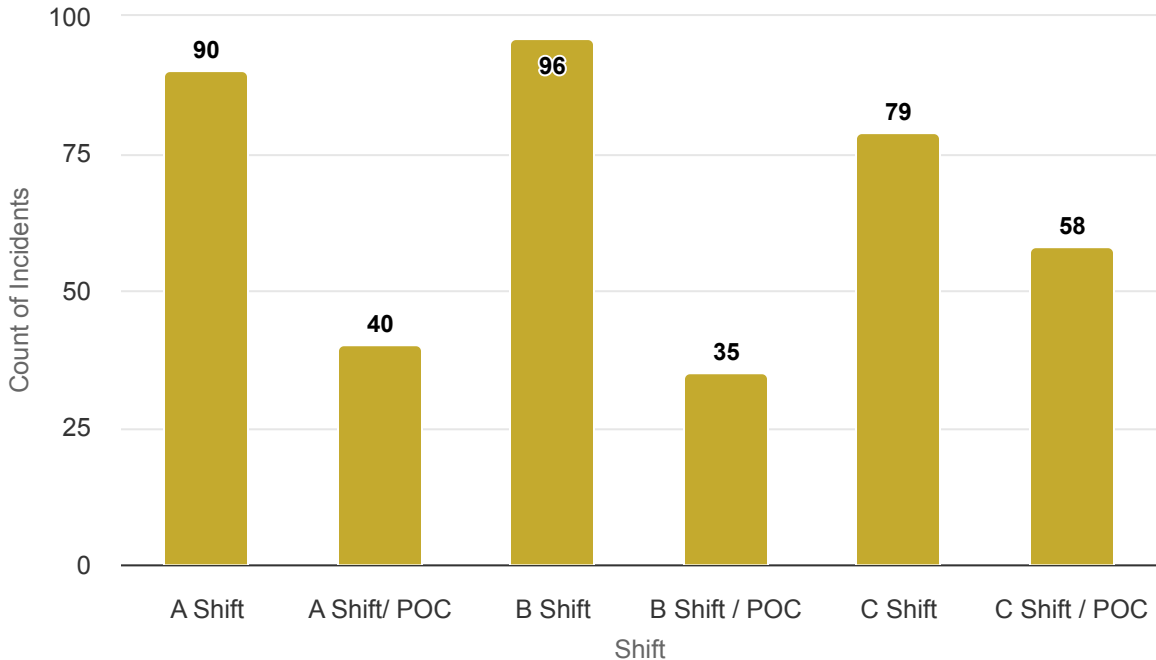
Incidents by Month

Jan 01, 2024 to Feb 29, 2024



Incidents by Shift

Jan 01, 2024 to Feb 29, 2024



Incidents by Day and Hour

Jan 01, 2024 to Feb 29, 2024

Day of Week	Sunday	2	1	1	0	0	0	1	0	2	2	2	0	2	3	3	1	5	3	1	3	1	3	1	2	
	Monday	2	1	1	0	2	2	3	0	5	7	2	5	3	3	1	5	2	3	4	5	1	2	4	3	
	Tuesday	2	0	3	2	1	2	4	2	6	1	5	7	2	1	5	2	3	1	2	4	5	5	5	1	
	Wednesday	2	1	0	1	0	3	1	3	2	3	1	6	1	8	5	6	1	1	2	2	3	2	2	0	
	Thursday	0	2	3	2	1	4	1	1	2	3	0	5	5	1	4	6	3	6	2	4	4	2	3	1	
	Friday	0	2	0	2	1	0	1	1	3	2	4	1	2	1	4	1	4	2	4	4	10	5	2	3	3
	Saturday	4	2	0	0	2	0	0	2	2	1	5	5	2	2	0	3	1	0	2	0	4	2	3	1	
			0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
		Hour of Day																								

Aid Given and Received Summary

Jan 01, 2024 to Feb 29, 2024



Fire Department	Automatic Aid Given	% of Total Automatic Aid Given	Automatic Aid Received	% of Total Automatic Aid Received	Mutual Aid Given	% of Total Mutual Aid Given	Mutual Aid Received	% of Total Mutual Aid Received
Byron Township Fire Department	1	0%	3	0%	0	0%	8	0%
City of Kentwood Fire Department	2	0%	4	0%	0	0%	4	0%
City of Wyoming Fire Department	1	0%	2	0%	1	0%	0	0%
Cutlerville Fire Department	0	0%	0	0%	0	0%	1	0%
Dutton Fire Department	3	0%	2	0%	8	0%	15	0%
Overall	7	100%	11	100%	9	100%	28	100%

Calls in Progress

Jan 01, 2024 12:00 AM to Feb 29, 2024 11:59 PM

Calls in Progress	Occurrences	% of Occurrences	Hours	% of Hours
0 Calls In Progress	355	44.54%	1,305.81	90.68%
1 Call In Progress	396	49.69%	125.63	8.72%
2 Calls In Progress	44	5.52%	8.27	0.57%
3 Calls In Progress	2	0.25%	0.28	0.02%
Totals	797	100%	1,440	100%



FEBRUARY 2024 GAINES TOWNSHIP CP REPORT

Michelle LaJoye-Young
SHERIFF

Bryan Muir
UNDERSHERIFF

COMPLETED

- Gathered calls for service information and emailed them to Rob and Rod
- Assisted Green meadow management with a peeping Tom issue
- Put together Pine Rest stats for the board meeting
- Assisted road patrol with a mental health crisis call on Billings Ct
- Responded to a person down on the sidewalk in front of the library
- Did some follow up on a pending cleanup on Regal Ave
- Helped South Christian with an aggravated assault complaint
- Looked into a shots fired call in the 6900blk of Union Ave
- Attended block training for the Sheriff's Office
- Assisted South Christian with a reckless driving / trespassing complaint
- Responded to an injury crash on Kalamazoo south of 84th St
- Helped with traffic on a jackknifed semi blocking all of Kalamazoo Ave south of M6
- Responded to an injury crash on Kalamazoo and Eastport Dr
- Gave a South Sub tour to some high schoolers from South Christian
- Made contact with one of our known car thieves that live near 68th and Bonnie making sure he is staying out of trouble
- Responded to a 30 person fight at the McDonalds on Kalamazoo
- Assisted the water department with getting crash report information for cost recovery
- Completed several property checks for an elderly lady who lives on 92nd St who goes to Florida for the winter
- Assisted Southwood MHP with a parking issue on Minosa Dr



- Looked into an Amazon truck backing issue for Rod
- Participated in the Cutlerville Fire Advisory committee meeting
- Assisted Pine Circle townhomes management with an employee issue
- Assisted Grand MHP management with a problem tenant on Southbrook
- Handled a walk in at the south sub CPL issue
- Investigated a witness tampering issue on Kalamazoo
- Worked on securing a venue for South Kent National Night Out
- Assisted Kentwood Public Schools with an employee impeding traffic on 60th St near Townline Elementary
- Assisted Grand MHP management with a tenant issue on Centerbrook
- Spoke with another Gaines resident in the 9000blk of Eastern Ave about firearms purchasing and CPL training
- Looked into an RV issue on S Division and spoke with Dan Wells
- Looked into an ongoing noise / firearm issue Eastern and 72nd for Rod
- Assisted the Township Clerk's office for the primary voting day
- Rapids Dr extra patrols

ONGOING / UPCOMING

- Meeting with Legacy Christian on updating emergency response plans
- Taking a few days off to fill some open fire department shifts
- Continued patrols of Rapids Dr to remove parking violations
- Follow up with the ongoing noise and firearm issues on Eastern and 72nd











GAINES CHARTER TOWNSHIP

RESOLUTION NO. 2024-____

WHEREAS, William R. Foreman (Randy), served as a member of the Cutlerville Fire Department for approximately eight years.

WHEREAS, he was dedicated to providing emergency fire protection and medical response to the Citizens of the Cutlerville Fire Department's service area.

WHEREAS, he was a valued member of the Cutlerville Fire Department;

THEREFORE, BE IT RESOLVED by the Gaines Charter Township Board of Trustees:

THAT the citizens of the areas serviced by the Cutlerville Fire Department, members of this Board, and all Township employees, wish to express through this resolution, their appreciation for past work and sincere wishes for continued success to **Randy Foreman** for the contributions he has made; and

THAT this expression of appreciation and gratitude be made part of the permanent records of Gaines Charter Township; and

THAT a copy of this Resolution be presented to him by the Governing Board of Gaines Charter Township.

Dated this 11th day of March 2024.

RESOLUTION DECLARED ADOPTED.

Michael A. Brew, Clerk
Charter Township of Gaines

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Charter Township of Gaines at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Michael A. Brew, Clerk
Charter Township of Gaines



GAINES CHARTER TOWNSHIP

RESOLUTION NO. 2024-____

WHEREAS, Brett Holmes, served as a member of the Dutton Fire Department for eleven years.

WHEREAS, he was dedicated to providing emergency fire protection, fire safety inspections, and medical response to the Citizens of all areas serviced by the Gaines Charter Township fire departments.

WHEREAS, he was a valued member of the Dutton Fire Department.

THEREFORE, BE IT RESOLVED by the Gaines Charter Township Board of Trustees;

THAT the citizens of Gaines Charter Township, members of this Board, and all Township employees, wish to express through this resolution, their appreciation for past work and sincere wishes for continued success to **Brett Holmes** for the contributions he has made; and

THAT this expression of appreciation and gratitude be made part of the permanent records of Gaines Charter Township; and

THAT a copy of this Resolution be presented to him by the Governing Board of Gaines Charter Township.

Dated this 11th day of March 2024.

RESOLUTION DECLARED ADOPTED.

Michael A. Brew, Clerk
Charter Township of Gaines

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Charter Township of Gaines at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Michael A. Brew, Clerk
Charter Township of Gaines

**MINUTES OF GAINES CHARTER TOWNSHIP BOARD
FOR THE REGULAR 7:00 PM MEETING
February 12, 2024**

Present: Supervisor DeWard, Clerk Brew, Treasurer Lemke, Trustees Fryling, Haagsma, Terpstra, VanderStel

Absent with notice: None

Opening prayer was given by Board Member Terpstra and the Pledge of Allegiance was recited

1. The meeting was called to order at 7:01 p.m. by Board Member DeWard.

2. Question of Conflict of Interest

None

3. Review of the Consent Agenda.

None

4. Meeting Agenda

Motion by Board Member Haagsma and seconded by Board Member Terpstra to approve the proposed agenda with the removal of item H. Loretta View Private Road Waiver Request.

VOICE VOTE: 7 Aye. 0 Nay. Motion carried on voice vote.

5. Communications ~ Non-action Informational Items

- a) January 2024 Building Department Revenue Report
- b) Water and Sewer Billing Adjustments
- c) Community Policing Officer – January 2024 Report
- d) New Kent County Sheriff Deputies
- e) January 2024 Cutlerville Fire Run Report
- f) January 2024 Dutton Fire Run Report
- g) Byron Center Television (BCTV)

6. Scheduled Speakers

None.

7. Recognition of Individuals and/or Delegations for agenda and non-agenda items.

None.

8. Public Hearings

None.

9. Approval of the Consent Agenda

Motion by Board Member Haagsma and seconded by Board Member Lemke to approve the Consent agenda with changes to the January 22, minutes concerning attendance indicated including the January 8, 2024 7:00 pm and January 22, 2024 5:30 pm Township Board meeting minutes; General fund expenditures from 01/1/2024 through 01/31/2024 totaling \$83,694.96; Public Safety Special Assessment District expenditures totaling \$81,262.03; Building inspections totaling \$6,602.35; Water and sewer fund expenditures \$472,218.98; and Treasurer's reports November 2023 revised and December 2023.

ROLL CALL VOTE: Board Member Haagsma - yes, Board Member Lemke - yes, Board Member DeWard - yes, Board Member Fryling - yes, Board Member Terpstra - yes, Board Member Vander Stel - yes, Board Member Brew - yes. Motion carried.

10. New Business

A. Road Closure Request – 2024 Diemer 5K

Motion by Board Member Fryling and seconded by Board Member Terpstra to approve the Road Closure Request for the 2024 Diemer 5K.

VOICE VOTE: 7 Aye. 0 Nay. Motion carried on voice vote.

B. KEPS Technologies, request to extend Metro Act contract

Motion by Board Member Haagsma and seconded by Board Member Vander Stel to extend the Metro Act contract to 2029.

ROLL CALL VOTE: Board Member Haagsma - yes, Board Member Vander Stel - yes, Board Member Lemke - yes, Board Member Terpstra - yes, Board Member Brew - yes, Board Member DeWard - yes, Board Member Fryling - yes. Motion carried.

C. 1024 Harvester – Utility Bill Relief Request

Motion by Board Member Haagsma and seconded by Board Member Terpstra to approve the utility bill relief request for 1024 Harvester in the amount of \$550.55.

ROLL CALL VOTE: Board Member Haagsma - yes, Board Member Terpstra - yes, Board Member Lemke - yes, Board Member Vander Stel - yes, Board Member Brew - yes, Board Member DeWard - yes, Board Member Fryling - yes. Motion carried.

D. 1359 Penncross – Utility Bill Relief Request

Motion by Board Member Haagsma and seconded by Board Member Vander Stel to approve the utility bill relief request for 1359 Penncross in the amount of \$613.47.

ROLL CALL VOTE: Board Member Haagsma - yes, Board Member Vander Stel - yes, Board Member Terpstra - yes, Board Member Brew - yes, Board Member DeWard - yes, Board Member Fryling - yes, Board Member Lemke - yes. Motion carried.

E. 76th Street Private Road Waiver Request

Motion by Board Member Haagsma and seconded by Board Member Fryling to approve the private road waiver request for 933 76th Street.

ROLL CALL VOTE: Board Member Haagsma - yes, Board Member Fryling - yes, Board Member Vander Stel - yes, Board Member Brew - yes, Board Member DeWard - yes, Board Member Lemke - yes, Board Member Terpstra - yes. Motion carried.

F. 559 68th Plat Division

Motion by Board Member Haagsma seconded by Board Member Vander Stel to approve the platted parcel division for 559 68th Street.

ROLL CALL VOTE: Board Member Haagsma - yes, Board Member Vander Stel - yes, Board Member Brew - yes, Board Member DeWard - yes, Board Member Fryling - yes, Board Member Lemke - yes, Board Member Terpstra - yes. Motion carried.

G. Cooks Crossing Enclave Site Condominium

Motion by Board Member Haagsma and seconded by Board Member Lemke to accept the recommendation of the Planning Commission and approve the Cooks Crossing Enclave Site Condominium preliminary site plan with conditions noted.

ROLL CALL VOTE: Board Member Haagsma - yes, Board Member Lemke - yes, Board Member DeWard - yes, Board Member Fryling - yes, Board Member Terpstra - yes, Board Member Vander Stel - yes, Board Member Brew - yes. Motion carried.

H. Loretta View Private Road Waiver Request

Item removed from the agenda at the beginning of the meeting and not part of the approved agenda.

I. Planning Department 2023 Annual Report

Motion by Board Member Haagsma and seconded by Board Member Lemke to accept the Planning Department 2023 Annual Report as submitted.

VOICE VOTE: 7 Aye. 0 Nay. Motion carried on voice vote.

11. Public Comments

None.

12. Manager's comments

Hanna Lake sidewalk Community Block Grant project is running into many logistical issues that may increase the cost past being worth pursuing.

Manager review packets are ready and should be returned to Board Member Terpstra as soon as possible.

13. Supervisor's comments.

Lengthy discussion on the increased amount of Kent County Sheriff Department calls to Pine Rest Christian Mental Health facilities. A need for additional security personnel at Pine Rest was noted.

14. Trustees comments

None

15. Adjournment

Supervisor DeWard adjourned the meeting at 08:13 p.m.

Michael Brew, Clerk

Robert DeWard, Supervisor

DRAFT

03/01/2024

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

GENERAL FUND

Check Date	Bank	Check #	Payee	Description	Amount
02/05/2024	GEN 2	102(E)#	BLUE CROSS HSA	WM HEALTH INS POOL JAN 2024	** VOIDED **
02/05/2024	GEN 2	102(E)	BLUE CROSS HSA	WM HEALTH INS POOL JAN 2024	** VOIDED **
02/05/2024	GEN 2	102(E)	BLUE CROSS HSA	WM HEALTH INS POOL JAN 2024	** VOIDED **
02/05/2024	GEN 2	102(E)	BLUE CROSS HSA	WM HEALTH INS POOL JAN 2024	** VOIDED **
02/05/2024	GEN 2	102(E)	BLUE CROSS HSA	WM HEALTH INS POOL JAN 2024	** VOIDED **
02/05/2024	GEN 2	102(E)	BLUE CROSS HSA	WM HEALTH INS POOL JAN 2024	** VOIDED **
02/06/2024	GEN 2	33246#	AMAZON CAPITAL SERVICES	DRY ERASE BOARD ERASER, DRY ERASE MARKERS	15.90
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	COPY PAPER	243.68
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	PAPER NAPKINS, COFFEE STIRRERS	20.51
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	RUBBER STAMP, PAPER, INK	81.53
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	CLEAR PAPER SLEEVES	28.99
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	FILE/SORTER DIVIDERS	46.98
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	PENCILS, BINS, SCISSORS, CALCULATOR, ZIPLOC	89.60
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	BAGS, DATE STAMP	33.40
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	HAND SANITIZER	5.72
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	KEYCHAIN	5.72
				CHECK GEN 2 33246 TOTAL FOR FUND 101:	566.31
02/06/2024	GEN 2	33247#	ARROWASTE INC	GAINES TWP TRASH	160.94
02/06/2024	GEN 2	33247	ARROWASTE INC	BLAIN CEMETERY, TRASH	63.80
02/06/2024	GEN 2	33247	ARROWASTE INC	TWP LIBRARY	80.80
				CHECK GEN 2 33247 TOTAL FOR FUND 101:	305.54
02/06/2024	GEN 2	33248	BUSINESS SYSTEM SOLUTIONS, INC	PRO SECURITY PACKAGE 2023	4,211.60

02/06/2024	GEN 2	33250#	CONSUMERS ENERGY	ELECTRIC	3,513.51
02/06/2024	GEN 2	33250	CONSUMERS ENERGY	ELECTRIC	119.25
02/06/2024	GEN 2	33250	CONSUMERS ENERGY	ELECTRIC , LED LIGHTS	1,804.65
02/06/2024	GEN 2	33250	CONSUMERS ENERGY	ELECTRIC	110.23
02/06/2024	GEN 2	33250	CONSUMERS ENERGY	ELECTRIC	110.80
02/06/2024	GEN 2	33250	CONSUMERS ENERGY	ELECTRIC	134.30
02/06/2024	GEN 2	33250	CONSUMERS ENERGY	ELECTRIC /STREET LIGHTS	13,058.68
02/06/2024	GEN 2	33250	CONSUMERS ENERGY	ELECTRIC	29.24
02/06/2024	GEN 2	33250	CONSUMERS ENERGY	ELECTRIC	29.24
02/06/2024	GEN 2	33250	CONSUMERS ENERGY	ELECTRIC	37.56
				CHECK GEN 2 33250 TOTAL FOR FUND 101:	18,947.46
02/06/2024	GEN 2	33251	CONTROL LOGIC OF MICHIGAN	INSTALLED NEW CONTROLLER AND SENSOR	1,751.00
02/06/2024	GEN 2	33252	ELECTION SOURCE	TEST DECK CHART AND MARK ADDITIONAL PRECINCT	2,014.58
02/06/2024	GEN 2	33253#	FIRST BANKCARD CENTER	SUPPLIES,FUNITURE,CAMERA,,MOTELS FOR CONFERENCE	2,082.00
02/06/2024	GEN 2	33253	FIRST BANKCARD CENTER	SUPPLIES,FUNITURE,CAMERA,,MOTELS FOR CONFERENCE	91.91
02/06/2024	GEN 2	33253	FIRST BANKCARD CENTER	SUPPLIES,FUNITURE,CAMERA,,MOTELS FOR CONFERENCE	189.45
02/06/2024	GEN 2	33253	FIRST BANKCARD CENTER	SUPPLIES,FUNITURE,CAMERA,,MOTELS FOR CONFERENCE	228.30
				CHECK GEN 2 33253 TOTAL FOR FUND 101:	2,591.66

02/06/2024	GEN 2	33255	FIRST BANKCARD CENTER	STICH LOGO	159.33
02/06/2024	GEN 2	33256	FIRST BANKCARD CENTER	MEAL	108.47
02/06/2024	GEN 2	33257#	FIRST BANKCARD CENTER	PHONE, MEALS	7.63
02/06/2024	GEN 2	33257	FIRST BANKCARD CENTER	PHONE, MEALS	42.39
02/06/2024	GEN 2	33257	FIRST BANKCARD CENTER	PHONE, MEALS	10.01
				CHECK GEN 2 33257 TOTAL FOR FUND 101:	60.03
02/06/2024	GEN 2	33258	FIRST BANKCARD CENTER	PLYWOOD	144.00
02/06/2024	GEN 2	33258	FIRST BANKCARD CENTER	PLYWOOD	128.76
				CHECK GEN 2 33258 TOTAL FOR FUND 101:	272.76
02/06/2024	GEN 2	33260	FIRST BANKCARD CENTER	MICHIGAN MUNICIPLE LEAGUE	25.00
02/06/2024	GEN 2	33260	FIRST BANKCARD CENTER	MICHIGAN MUNICIPLE LEAGUE	435.00
				CHECK GEN 2 33260 TOTAL FOR FUND 101:	460.00
02/06/2024	GEN 2	33261	FIRST BANKCARD CENTER	KITCHEN SINK STRAINER, O-RING,DRANO, SPACKLE	14.70
02/06/2024	GEN 2	33262#	GAINES WATER & SEWER FUND	UTILITY BILL	214.59
02/06/2024	GEN 2	33262	GAINES WATER & SEWER FUND	UTILITY BILL	235.06
				CHECK GEN 2 33262 TOTAL FOR FUND 101:	449.65
02/06/2024	GEN 2	33263#	INTEGRITY OFFICE	NAME PLATES	21.75
02/06/2024	GEN 2	33263	INTEGRITY OFFICE	BINDERS,PLANNER, PAPER ROLL,LEGAL PADS,	142.15
02/06/2024	GEN 2	33263	INTEGRITY OFFICE	NAME PLATES	56.75
				CHECK GEN 2 33263 TOTAL FOR FUND 101:	220.65

02/06/2024	GEN 2	33264#	JACK'S LAWN & SNOWPLOWING, INC	SEASONAL SNOWPLOWING	2,062.38
02/06/2024	GEN 2	33264	JACK'S LAWN & SNOWPLOWING, INC	SNOWPLOWING	690.04
02/06/2024	GEN 2	33264	JACK'S LAWN & SNOWPLOWING, INC	SEASONAL SNOWPLOWING	285.71
02/06/2024	GEN 2	33264	JACK'S LAWN & SNOWPLOWING, INC	SEASONAL SNOWPLOWING	285.71
02/06/2024	GEN 2	33264	JACK'S LAWN & SNOWPLOWING, INC	SEASONAL SNOWPLOWING	285.71
02/06/2024	GEN 2	33264	JACK'S LAWN & SNOWPLOWING, INC	SEASONAL SNOWPLOWING	1,030.81
				CHECK GEN 2 33264 TOTAL FOR FUND 101:	4,640.36
02/06/2024	GEN 2	33265	JND SNOWPLOWING INC	4 OF 7 FOR THE 2023-2024 SNOWPLOW SEASON	2,357.14
02/06/2024	GEN 2	33266#	KENT COMMUNICATIONS INC	POSTAGE	4,063.18
02/06/2024	GEN 2	33266	KENT COMMUNICATIONS INC	BALLOT SELECTION FORMS AND ENVELOPES, 2024	342.57
				CHECK GEN 2 33266 TOTAL FOR FUND 101:	4,405.75
02/06/2024	GEN 2	33268	KENT COUNTY TREASURER	PRIOR TAXES	46.78
02/06/2024	GEN 2	33269#	KIM TRIPLETT	JAN- FEB PHONE,ON CALL COMMUNITY ROOM	25.00
02/06/2024	GEN 2	33269	KIM TRIPLETT	JAN- FEB PHONE,ON CALL COMMUNITY ROOM	25.00
02/06/2024	GEN 2	33269	KIM TRIPLETT	JAN- FEB PHONE,ON CALL COMMUNITY ROOM	100.00
				CHECK GEN 2 33269 TOTAL FOR FUND 101:	150.00
02/06/2024	GEN 2	33271#	MEYERS CLEANING SERVICE INC	TWP, LIBRARY, CLEANING, CLEANING SUPPLIES	1,270.60
02/06/2024	GEN 2	33271	MEYERS CLEANING SERVICE INC	TWP, LIBRARY, CLEANING, CLEANING SUPPLIES	1,220.00
				CHECK GEN 2 33271 TOTAL FOR FUND 101:	2,490.60
02/06/2024	GEN 2	33272	MINER SUPPLY COMPANY	TWL, BATH TIS, CLEANER	228.67

02/06/2024	GEN 2	33273#	PHASE 3 GRAPHICS	BUSININESS CARDS	55.44
02/06/2024	GEN 2	33273	PHASE 3 GRAPHICS	BUSININESS CARDS	55.44
				CHECK GEN 2 33273 TOTAL FOR FUND 101:	110.88
02/06/2024	GEN 2	33275	PITNEY BOWES INC	RED INK CARTRIDGE #765-9	132.79
02/06/2024	GEN 2	33275	PITNEY BOWES INC	INK	132.79
				CHECK GEN 2 33275 TOTAL FOR FUND 101:	265.58
02/06/2024	GEN 2	33276	ROD WEERSING	HOTEL, PARKING ,MEALS	18.83
02/06/2024	GEN 2	33276	ROD WEERSING	HOTEL, PARKING ,MEALS	53.00
02/06/2024	GEN 2	33276	ROD WEERSING	HOTEL, PARKING ,MEALS	528.84
				CHECK GEN 2 33276 TOTAL FOR FUND 101:	600.67
02/06/2024	GEN 2	33277	STARDUST THEATRE RENTALS	ENTERTAINMENT PACKAGE , 100-500 PEOPLE	422.00
02/06/2024	GEN 2	33278#	T-MOBILE	TELECOMMUNICATIONS	21.60
02/06/2024	GEN 2	33278	T-MOBILE	TELECOMMUNICATIONS	43.20
02/06/2024	GEN 2	33278	T-MOBILE	TELECOMMUNICATIONS	21.60
02/06/2024	GEN 2	33278	T-MOBILE	TELECOMMUNICATIONS	21.60
02/06/2024	GEN 2	33278	T-MOBILE	TELECOMMUNICATIONS	21.60
02/06/2024	GEN 2	33278	T-MOBILE	TELECOMMUNICATIONS	47.24
				CHECK GEN 2 33278 TOTAL FOR FUND 101:	176.84
02/06/2024	GEN 2	33280	THE SUN AND NEWS	DISPLAY SYNOPSIS AND BUILDING DEPARTMENT ASSISTANT,DISPLAY SYNOPSIS AND PUBLIC ACCURACY TEST	154.00

02/06/2024	GEN 2	33281	TOTAL FIRE PROTECTION	ANNUAL INSPECTION	705.00
02/06/2024	GEN 2	33281	TOTAL FIRE PROTECTION	LABOR, MOBILE SERVICE	300.00
				CHECK GEN 2 33281 TOTAL FOR FUND 101:	1,005.00
02/06/2024	GEN 2	33282#	WEST MICHIGAN DOCUMENT SHREDDING LL	SHREDDING SERVICE	78.00
02/06/2024	GEN 2	33282	WEST MICHIGAN DOCUMENT SHREDDING LL	SHREDDING SERVICE	40.00
				CHECK GEN 2 33282 TOTAL FOR FUND 101:	118.00
02/09/2024	GEN 2	33284	123.NET	TELECOMMUNICATIONS	251.50
02/09/2024	GEN 2	33285	AMAZON CAPITAL SERVICES	COFFEE, PAPER TOWELS,KLEENEX	88.17
02/09/2024	GEN 2	33286	CHRIS HOLWERDA	JANUARY CELL PHONE	25.00
02/09/2024	GEN 2	33287	GREATAMERICA FINANCIAL SERVICES	COPIERS, CONTRACTED SERVICES	969.00
02/09/2024	GEN 2	33289	INTEGRITY OFFICE	PAPER	115.09
02/09/2024	GEN 2	33291	LAMPHEAR SERVICE COMPANY INC	LEAK CHECK,ADDED REFRIGERANT,PARTS	2,084.75
02/09/2024	GEN 2	33292	LAWN RX	YEARLY PAYMENT FOR 2024	3,861.00
02/09/2024	GEN 2	33293	MEDMUTUAL LIFE	INSURANCE	417.95
02/09/2024	GEN 2	33293	MEDMUTUAL LIFE	INSURANCE	21.82
				CHECK GEN 2 33293 TOTAL FOR FUND 101:	439.77

02/09/2024	GEN 2	33295	MLIVE MEDIA GROUP	NOTICE OF PUBLIC HEARING	459.57
02/09/2024	GEN 2	33295	MLIVE MEDIA GROUP	NOTICE OF PUBLIC HEARING	452.86
02/09/2024	GEN 2	33295	MLIVE MEDIA GROUP	NOTICE OF PUBLIC HEARING	479.70
				CHECK GEN 2 33295 TOTAL FOR FUND 101:	1,392.13
02/09/2024	GEN 2	33296	PREIN & NEWHOF, P.C.	KITCHEN SINK, SPIGOT	70.00
02/09/2024	GEN 2	33296	PREIN & NEWHOF, P.C.	MAINTENANCE ROOM SPIGOT,BREAKROOM	70.00
				CHECK GEN 2 33296 TOTAL FOR FUND 101:	140.00
02/09/2024	GEN 2	33298	SIEGFRIED CRANDALL VOS & LEWIS	SERVICES DURING JANUARY 2024	1,575.00
02/09/2024	GEN 2	33300	THE RIGHT PLACE	PLEDGE	4,000.00
02/09/2024	GEN 2	33301	ULINE SHIPPING SUPPLY	RED SHELF BINS (12)	85.25
02/09/2024	GEN 2	33302#	VRIESMAN & KORHORN LLC	0085 MISCELLANEOUS ENGINEERING	81.00
02/09/2024	GEN 2	33302	VRIESMAN & KORHORN LLC	1214 BLAIN CEMETERY EXPANSION	1,018.34
02/09/2024	GEN 2	33302	VRIESMAN & KORHORN LLC	1214 BLAIN CEMETERY EXPANSION	58.02
02/09/2024	GEN 2	33302	VRIESMAN & KORHORN LLC	1290 SIKKEMA EQUIPMENT	468.00
02/09/2024	GEN 2	33302	VRIESMAN & KORHORN LLC	1199 CALEDONIA MEADOWS	1,535.50
02/09/2024	GEN 2	33302	VRIESMAN & KORHORN LLC	0085 MISCELLANEOUS ENGINEERING	709.21
02/09/2024	GEN 2	33302	VRIESMAN & KORHORN LLC	1300 COOK'S CROSSING ENCLAVE	675.00
02/09/2024	GEN 2	33302	VRIESMAN & KORHORN LLC	1297 THORNAPPLE VILLAGE	435.35
02/09/2024	GEN 2	33302	VRIESMAN & KORHORN LLC	1283 DUTTON CHR. MIDDLE SCHOOL	432.00
02/09/2024	GEN 2	33302	VRIESMAN & KORHORN LLC	1199 CALEDONIA MEDOWS	324.00
02/09/2024	GEN 2	33302	VRIESMAN & KORHORN LLC	0085 MISCELLANEOUS ENGINEERING	659.39
				CHECK GEN 2 33302 TOTAL FOR FUND 101:	6,395.81

02/12/2024	GEN 2	104(E)#	BLUE CROSS HSA	HEALTH	465.71
02/12/2024	GEN 2	104(E)	BLUE CROSS HSA	HEALTH	1,548.50
02/12/2024	GEN 2	104(E)	BLUE CROSS HSA	HEALTH	523.93
02/12/2024	GEN 2	104(E)	BLUE CROSS HSA	HEALTH	2,939.83
02/12/2024	GEN 2	104(E)	BLUE CROSS HSA	HEALTH	669.48
02/12/2024	GEN 2	104(E)	BLUE CROSS HSA	HEALTH	1,630.00
				CHECK GEN 2 104(E) TOTAL FOR FUND 101:	7,777.45
02/13/2024	GEN 2	105(E)	PITNEY BOWES PURCHASE POWER	ELECTION POSTAGE	1,408.55
02/16/2024	GEN 2	33304	ACCIDENT FUND	WCP ,POLICY CHANGE,AND RENEWAL	2,230.96
02/16/2024	GEN 2	33305#	AMAZON CAPITAL SERVICES	COVID-19 TEST (12)	180.00
02/16/2024	GEN 2	33305	AMAZON CAPITAL SERVICES	SIM CARD	150.00
				CHECK GEN 2 33305 TOTAL FOR FUND 101:	330.00
02/16/2024	GEN 2	33306	AMERICAN PLANNING ASSOCIATION	MAP MEMBERSHIP FOR FEB. 2024	30.00
02/16/2024	GEN 2	33307	BCTV	DIRECT TV AT&T, COMCAST	11,041.48
02/16/2024	GEN 2	33309	CLARK HILL	CRYSTAL SPRINGS PROPERTY, LLC	55.00
02/16/2024	GEN 2	33310	CONTROL LOGIC OF MICHIGAN	REPLACED CONTROLER, SET MANUAL VALVES	1,474.54

02/16/2024	GEN 2	33311#	DELTA DENTAL	INSURANCE	114.61
02/16/2024	GEN 2	33311	DELTA DENTAL	INSURANCE	173.95
02/16/2024	GEN 2	33311	DELTA DENTAL	INSURANCE	268.30
02/16/2024	GEN 2	33311	DELTA DENTAL	INSURANCE	39.80
02/16/2024	GEN 2	33311	DELTA DENTAL	INSURANCE	208.96
02/16/2024	GEN 2	33311	DELTA DENTAL	INSURANCE	79.60
02/16/2024	GEN 2	33311	DELTA DENTAL	INSURANCE	39.80
02/16/2024	GEN 2	33311	DELTA DENTAL	INSURANCE	134.15
				CHECK GEN 2 33311 TOTAL FOR FUND 101:	1,059.17
02/16/2024	GEN 2	33313	HORIZON COMMUNITY PLANNING LLC	WORKING DRAFT CHAPTERS, COMMITTEE REVIEW /1160 76TH COOKS	3,575.00
02/16/2024	GEN 2	33314	INTERURBAN TRANSIT PARTNERSHIP	FOR FEBRUARY 2024 CONTRACT	643.04
02/16/2024	GEN 2	33314	INTERURBAN TRANSIT PARTNERSHIP	FEB. 2024 CONTRACT SERVICE	3,140.55
				CHECK GEN 2 33314 TOTAL FOR FUND 101:	3,783.59
02/16/2024	GEN 2	33315	LAMPHEAR SERVICE COMPANY INC	RESET FREQUENCYDRIVE AND BLOWER STARTED	199.50
02/16/2024	GEN 2	33316#	MICHAEL BREW	MILEAGE	39.96
02/16/2024	GEN 2	33316	MICHAEL BREW	MILEAGE	192.59
				CHECK GEN 2 33316 TOTAL FOR FUND 101:	232.55
02/16/2024	GEN 2	33318	REVIZE LLC	ANNUAL SUBSCRIPTION SERVICE	2,275.00
02/24/2024	GEN 2	33322	AMAZON CAPITAL SERVICES	SHOP TICKET HOLDERS ,CLEAR PLASTIC SLEEVES,POSTING SIGNS	27.99
02/24/2024	GEN 2	33322	AMAZON CAPITAL SERVICES	LAMINATING POUCHES, THREE HOLE PUNCH	92.43
				CHECK GEN 2 33322 TOTAL FOR FUND 101:	120.42

02/24/2024	GEN 2	33323	BLOOM SLUGGETT	WORK REGARDING CALEDONIA MEADOWS CASE, WORK REGARDING THE JOINT DRIVE PROVISION ISSUES	922.50
02/24/2024	GEN 2	33324	BLUE CROSS HSA	MEMBERSHIP CHANGES/ADJUSTMENTS	182.38
02/24/2024	GEN 2	33325	BUSINESS SYSTEM SOLUTIONS, INC	YUBIKEY	69.00
02/24/2024	GEN 2	33326	CINTAS	BLACK MATS	90.13
02/24/2024	GEN 2	33327	FIRST UNUM LIFE INSURANCE COMPANY	INSURANCE	1,429.76
02/24/2024	GEN 2	33328	GORDON WATER	WATER DELIVERY AND H/C RENTAL	80.99
02/24/2024	GEN 2	33329#	IPM SERVICES	TWP PEST	42.00
02/24/2024	GEN 2	33329	IPM SERVICES	LIB PEST	25.00
				CHECK GEN 2 33329 TOTAL FOR FUND 101:	67.00
02/24/2024	GEN 2	33330	KENT COUNTY TREASURER ASSOCIATION	MEMBERSHIP DUES	50.00
02/24/2024	GEN 2	33333	MCDONALD PLUMBING	URINAL FLUSH VALVE REPLACEMENT	499.00
02/24/2024	GEN 2	33334	MINER SUPPLY COMPANY	RESTROOM SUPPLIES	145.38

02/24/2024	GEN 2	33335	PATRICIA MOLL	MEALS FOR EV ELECTION	435.88
02/24/2024	GEN 2	33336	PITNEY BOWES GLOBAL FINANCIAL SRVCS	CONTRACT FOR DEC. 30TH 2023 - MARCH 29TH 2024	558.84
02/24/2024	GEN 2	33337	PLUMMERS DISPOSAL SERVICE	PWP PT	299.00
02/24/2024	GEN 2	33339	STAR 2 STAR COMMUNICATIONS	PHONES	846.49
02/24/2024	GEN 2	33340	TOKIO MARINE HCC	REIMBURSEMENT	2,500.00
				Total for fund 101 GENERAL FUND	114,498.04

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

03/01/2024

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

PUBLIC SAFETY

Check Date	Bank	Check #	Payee	Description	Amount
02/05/2024	GEN 2	102(E)#	BLUE CROSS HSA	WM HEALTH INS POOL JAN 2024	** VOIDED **
02/05/2024	GEN 2	102(E)	BLUE CROSS HSA	WM HEALTH INS POOL JAN 2024	** VOIDED **
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	ELECTRIC TOOLS, BATTERIES	15.83
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	STOVE KNOB, EXAM GLOVES	129.98
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	ROLL PINS,SPRING PINS,EXPANSION,TENSION,AND	9.99
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	ROLL PIN PUNCH SET	9.98
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	STOVE KNOB, EXAM GLOVES	34.99
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	ELECTRIC TOOLS, BATTERIES	145.00
02/06/2024	GEN 2	33246	AMAZON CAPITAL SERVICES	LAMP	27.99
				CHECK GEN 2 33246 TOTAL FOR FUND 205:	373.76
02/06/2024	GEN 2	33247#	ARROWASTE INC	CFD TRASH	128.79
02/06/2024	GEN 2	33247	ARROWASTE INC	DFD TRASH	53.52
				CHECK GEN 2 33247 TOTAL FOR FUND 205:	182.31
02/06/2024	GEN 2	33248#	BUSINESS SYSTEM SOLUTIONS, INC	PRO SECURITY PACKAGE 2023	1,413.15
02/06/2024	GEN 2	33248	BUSINESS SYSTEM SOLUTIONS, INC	PRO SECURITY PACKAGE 2023	802.75
				CHECK GEN 2 33248 TOTAL FOR FUND 205:	2,215.90
02/06/2024	GEN 2	33249#	COMCAST	CFD TELECOMMUNICATIONS	626.58
02/06/2024	GEN 2	33249	COMCAST	TELECOMMUNICATIONS	224.64
				CHECK GEN 2 33249 TOTAL FOR FUND 205:	851.22

02/06/2024	GEN 2	33250#	CONSUMERS ENERGY	ELECTRIC	1,102.03
02/06/2024	GEN 2	33250	CONSUMERS ENERGY	ELECTRIC	1,054.54
				CHECK GEN 2 33250 TOTAL FOR FUND 205:	2,156.57
02/06/2024	GEN 2	33254	FIRST BANKCARD CENTER	BATTERIES, BATTERY CHARGERS	1,367.00
02/06/2024	GEN 2	33259	FIRST BANKCARD CENTER	FLOOD LIGHT, JUNIOR FIREFIGHTER BADGE,TATTOC	212.89
02/06/2024	GEN 2	33259	FIRST BANKCARD CENTER	FLOOD LIGHT, JUNIOR FIREFIGHTER BADGE,TATTOC	229.18
02/06/2024	GEN 2	33259	FIRST BANKCARD CENTER	FLOOD LIGHT, JUNIOR FIREFIGHTER BADGE,TATTOC	149.00
				CHECK GEN 2 33259 TOTAL FOR FUND 205:	591.07
02/06/2024	GEN 2	33264#	JACK'S LAWN & SNOWPLOWING, INC	SEASONAL SNOWPLOWING	981.72
02/06/2024	GEN 2	33264	JACK'S LAWN & SNOWPLOWING, INC	SEASONAL SNOWPLOWING	981.72
				CHECK GEN 2 33264 TOTAL FOR FUND 205:	1,963.44
02/06/2024	GEN 2	33267	KENT COUNTY TREASURER	GAINES CP OFFICER, TOWNSHIP LAW	103,597.82
02/06/2024	GEN 2	33270#	MENARDS- WYOMING	ICE MELT	29.97
02/06/2024	GEN 2	33270	MENARDS- WYOMING	DRILL, PAINT,TOTE	75.37
				CHECK GEN 2 33270 TOTAL FOR FUND 205:	105.34
02/06/2024	GEN 2	33274#	PHOENIX SAFETY OUTFITTERS	BRACKET , DRILL FRONT	79.99
02/06/2024	GEN 2	33274	PHOENIX SAFETY OUTFITTERS	JACKET,SHIRT,AND COAT	137.13
				CHECK GEN 2 33274 TOTAL FOR FUND 205:	217.12

02/06/2024	GEN 2	33278#	T-MOBILE	TELECOMMUNICATIONS	21.60
02/06/2024	GEN 2	33278	T-MOBILE	TELECOMMUNICATIONS	43.20
				CHECK GEN 2 33278 TOTAL FOR FUND 205:	64.80
02/06/2024	GEN 2	33279	THE SHYFT GROUP	OIL,FUEL, LABOR, AIR CLEANER,TEST STRIP,GEAR LU	15,043.53
02/06/2024	GEN 2	33281	TOTAL FIRE PROTECTION	20LB. ABC RECHARGE UNIT	150.00
02/06/2024	GEN 2	33282	WEST MICHIGAN DOCUMENT SHREDDING LL	SHREDDING	65.00
02/06/2024	GEN 2	33283#	WEX BANK	FUEL PURCHASES	100.31
02/06/2024	GEN 2	33283	WEX BANK	FUEL PURCHASES	1,292.26
				CHECK GEN 2 33283 TOTAL FOR FUND 205:	1,392.57
02/09/2024	GEN 2	33285#	AMAZON CAPITAL SERVICES	SUPER STICKY NOTE PADS,TAPE	47.97
02/09/2024	GEN 2	33285	AMAZON CAPITAL SERVICES	VALVES,CIRCUIT TEST,NAS DRIVER,TAPE	70.59
				CHECK GEN 2 33285 TOTAL FOR FUND 205:	118.56
02/09/2024	GEN 2	33288	GREG FRISKE	BOOTS	219.99
02/09/2024	GEN 2	33290#	KLEYN MOBILE REPAIR LLC	INSPECTION, TANK PUMP,REPLACED TRANSDUCER	1,812.60
02/09/2024	GEN 2	33290	KLEYN MOBILE REPAIR LLC	REPLACED BATTERIES	915.98
02/09/2024	GEN 2	33290	KLEYN MOBILE REPAIR LLC	SERVICE CALL , TESTED BATTERIES	342.10
				CHECK GEN 2 33290 TOTAL FOR FUND 205:	3,070.68
02/09/2024	GEN 2	33294	MENARDS- WYOMING	BOOT TRAY	11.96

02/09/2024	GEN 2	33297	RISE ABOVE FIRE TRAINING	NY ROOF HOOK	185.50
02/09/2024	GEN 2	33299	THE BDI TEAM	BLS HCP CLASS, (9)	585.00
02/09/2024	GEN 2	33303#	WEX BANK	CDF,DFD, FUEL,	1,089.40
02/09/2024	GEN 2	33303	WEX BANK	CDF,DFD, FUEL,	22.36
				CHECK GEN 2 33303 TOTAL FOR FUND 205:	1,111.76
02/12/2024	GEN 2	104(E)#	BLUE CROSS HSA	HEALTH	8,732.15
02/12/2024	GEN 2	104(E)	BLUE CROSS HSA	HEALTH	8,091.81
				CHECK GEN 2 104(E) TOTAL FOR FUND 205:	16,823.96
02/16/2024	GEN 2	33304#	ACCIDENT FUND	WCP ,POLICY CHANGE,AND RENEWAL	3,997.13
02/16/2024	GEN 2	33304	ACCIDENT FUND	WCP ,POLICY CHANGE,AND RENEWAL	3,067.57
				CHECK GEN 2 33304 TOTAL FOR FUND 205:	7,064.70
02/16/2024	GEN 2	33305	AMAZON CAPITAL SERVICES	TOOL KIT, MAGNETS,GALLON STORAGE BAGS	20.33
02/16/2024	GEN 2	33305	AMAZON CAPITAL SERVICES	COFFEE, WINDOW CRANK HANDLE,SHARPIE MARKE	87.97
02/16/2024	GEN 2	33305	AMAZON CAPITAL SERVICES	EMERGENCY LENGTH-BASED TAPE	67.50
02/16/2024	GEN 2	33305	AMAZON CAPITAL SERVICES	TOOL KIT, MAGNETS,GALLON STORAGE BAGS	29.98
02/16/2024	GEN 2	33305	AMAZON CAPITAL SERVICES	COFFEE, WINDOW CRANK HANDLE,SHARPIE MARKE	32.58
02/16/2024	GEN 2	33305	AMAZON CAPITAL SERVICES	RAIN-X, NLIGHTS,BULBS	45.84
02/16/2024	GEN 2	33305	AMAZON CAPITAL SERVICES	COFFEE, WINDOW CRANK HANDLE,SHARPIE MARKE	9.14
02/16/2024	GEN 2	33305	AMAZON CAPITAL SERVICES	CLOTH TAPE,TACTICAL ROPE	63.92
				CHECK GEN 2 33305 TOTAL FOR FUND 205:	357.26

02/16/2024	GEN 2	33308	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	715.99
02/16/2024	GEN 2	33311#	DELTA DENTAL	INSURANCE	785.36
02/16/2024	GEN 2	33311	DELTA DENTAL	INSURANCE	591.87
				CHECK GEN 2 33311 TOTAL FOR FUND 205:	1,377.23
02/16/2024	GEN 2	33312#	ESO SOLUTIONS, INC	ER FIRE- HISTORICAL DATA ACCESS	515.00
02/16/2024	GEN 2	33312	ESO SOLUTIONS, INC	ER FIRE- HISTORICAL DATA ACCESS	515.00
				CHECK GEN 2 33312 TOTAL FOR FUND 205:	1,030.00
02/16/2024	GEN 2	33319	RICHFIELD TRAILER SUPPLY	LP GAS	23.92
02/16/2024	GEN 2	33320	TOTAL FIRE PROTECTION	REPAIR WORK	2,093.24
02/16/2024	GEN 2	33321	TRUCK & TRAILER SPECIALTIES	DRAIN COCK 3/8 MALE PIPE	101.04
02/24/2024	GEN 2	33322#	AMAZON CAPITAL SERVICES	PAPER TOWELS, TOILET PAPER, WATER FILTER,TOILE	112.59
02/24/2024	GEN 2	33322	AMAZON CAPITAL SERVICES	PAPER TOWELS, TOILET PAPER, WATER FILTER,TOILE	66.99
02/24/2024	GEN 2	33322	AMAZON CAPITAL SERVICES	PARACORD ROPE/STICK TAPE	57.97
				CHECK GEN 2 33322 TOTAL FOR FUND 205:	237.55
02/24/2024	GEN 2	33329#	IPM SERVICES	CFD PEST	25.00
02/24/2024	GEN 2	33329	IPM SERVICES	DFD PEST	25.00
				CHECK GEN 2 33329 TOTAL FOR FUND 205:	50.00
02/24/2024	GEN 2	33331	KLEYN MOBILE REPAIR LLC	GENERAL FIRE PUMP SERVICE AND INSPECTION	3,921.55

02/24/2024	GEN 2	33332	MACQUEEN EMERGENCY	MSA SENSOR-LEL-DF01095, ALTAIR	433.73
02/24/2024	GEN 2	33338#	PURITY CYLINDER GASES INC	5 OXYGEN	81.78
02/24/2024	GEN 2	33338	PURITY CYLINDER GASES INC	13 / OXYGEN	153.19
02/24/2024	GEN 2	33338	PURITY CYLINDER GASES INC	5/ OXYGEN	142.95
				CHECK GEN 2 33338 TOTAL FOR FUND 205:	377.92
02/24/2024	GEN 2	33339	STAR 2 STAR COMMUNICATIONS	PHONES	469.78
02/24/2024	GEN 2	33341	TOTAL FIRE PROTECTION	REPLACED AIR COMPRESSOR	1,285.48
				Total for fund 205 PUBLIC SAFETY SAD	172,004.25

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

03/01/2024

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

BUILDING DEPT

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
02/05/2024	GEN 2	102(E)	BLUE CROSS HSA	WM HEALTH INS POOL JAN 2024	717.000	371.000	** VOIDED **
02/06/2024	GEN 2	33263	INTEGRITY OFFICE	BINDERS,PLANNER, PAPER ROLL,LEGAL PADS,	727.000	371.000	51.61
02/06/2024	GEN 2	33278	T-MOBILE	TELECOMMUNICATIONS	853.000	371.000	43.20
02/06/2024	GEN 2	33280	THE SUN AND NEWS	DISPLAY SYNOPSIS AND BUILDING DEPARTMENT ASSISTANT,DISPLAY SYNOPSIS AND PUBLIC ACCURACY TEST	963.001	371.000	73.80
02/12/2024	GEN 2	104(E)	BLUE CROSS HSA	HEALTH	717.000	371.000	2,060.81
02/16/2024	GEN 2	33317	PROFESSIONAL CODE INSPECTIONS INC	MECHANICAL, PLUMBING AND ELECTRIAL INSPECTIONS AND PERMITS	808.000	371.000	22,825.25
				Total for fund 549 BUILDING INSPECTIONS DEPT			25,054.67

03/01/2024 07:12 PM
User: TRACY
DB: Gaines Township

CHECK REGISTER FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 02/01/2024 - 02/29/2024

Page: 1/1

Check Date	Check	Vendor Name	Description	Amount
Bank WSCK2 WATER/SEWER CHECKING				
02/25/2024	5763	MIKA MEYERS BECKETT & JONES	WS ORDINANCE REVIEW FOR CONNECTION FEES	603.50
02/29/2024	5764	AMAZON CAPITAL SERVICES	CORK BOARD, BLUE PERMIT PAPER	47.65
02/29/2024	5765	APPLIED INNOVATION	TRACY PRINTER MAINT 11/22/23-2/21/24	172.35
02/29/2024	5766	BEZEMEK, KAREN	SOLD HOME, REFUND ACH PAYMENT	57.06
02/29/2024	5767	BYRON GAINES UTILITY AUTHORITY	CATERPILLAR BOBCAT	31,760.78
			WYOMING W&S JAN 24	259,667.79
			OP EXP, PAYROLL, INSP	53,695.55
			JAN 24 OP EXP, METERS	93,107.86
				<u>438,231.98</u>
02/29/2024	5768	ENGEN, NANCY	UB refund for account: 76TH-001160-0000-	6.08
02/29/2024	5769	EXTEND YOUR REACH	FEB 24 BILLING	359.72
02/29/2024	5770	VRIESMAN & KORHORN	ASHFORD WOODS PH1B	2,187.00
			RIVER BIRCH PH4	1,975.02
			THORNAPPLE FARMS PH2	756.00
			THORNAPPLE FARMS TRUNK SEWER	1,107.00
			PINE REST CHILDREN'S HOSP	1,461.35
			THORNAPPLE FARMS	759.35
			ASHFORD WOODS	1,009.72
			WARREN WOODS PUD	419.74
			RAPIDS DR EXT	156.06
			ALEXANDER TRAILS	250.37
			GPS UTILITY PICKUP	150.00
			MISC SEWER	483.00
			MISC WATER	664.37
				<u>11,378.98</u>
WSCK2 TOTALS:				
Total of 8 Checks:				450,857.32
Less 0 Void Checks:				0.00
Total of 8 Disbursements:				<u>450,857.32</u>

GAINES CHARTER TOWNSHIP
LAURIE J LEMKE, TREASURER
CASH, INVESTMENTS; CD'S , MM AND POOL ACCOUNTS
January of 2024

Bank	Type	Amount	APR	Term	Maturity Date
GENERAL FUND					
Macatawa Checking	Ckg	\$ 2,764,916.94	4.07%		
Sidewalk & Trails	Assigned	\$ 15,765.75			
CFD - Truck Fund	Assigned	\$ 400,000.00			
DFD - Truck Fund	Assigned	\$ -			
Cemetery	Assigned	\$ 10,000.00			
Township Hall & Grounds	Assigned	\$ 44,129.00			
Division Ave. Improvements	Assigned	\$ 24,000.69			
Total General Fund Checking		\$ 3,258,812.38			
Macatawa MM Savings					
Building Department	Restricted	\$ 1,778,327.00			
Streetlights	Restricted	\$ 110,565.00			
GF Investment		\$ 777,675.93			
Interest Paid to Date		\$ 91,870.14			
	127409	\$ 2,758,438.07	4.07%		
Investments					
Kent Co. Pool - General	Pooled	\$ 1,178,787.16	3.77%		
Michigan Class	Pooled	\$ 915,874.64	5.54%		
CIBC	CD	\$ 550,000.00	5.20%	365 Days	6.4.2024
Consumers Credit Union	CD	\$ 311,980.10	4.50%	18 Mos.	10.4.2024
		\$ 2,956,641.90			
GENERAL FUND TOTAL		\$ 8,973,892.35			
Kent Co. Pool - ARPA Funds	Pooled	\$ 2,196,093.11	3.60%		
DIVISION AVE CORRIDOR		\$ 15,482.04			
TRUST & AGENCY		\$ 289,430.01			
TAX FUND		\$ 1,430,220.55			
PETTY CASH		\$ 267.25			
WATER & SEWER					
Bank		Amount	APR	Term	Maturity Date
Macatawa Bank	Checking	\$ 2,779,141.99	4.07%		
Kent Co. Pool	Pooled	\$ 9,564,262.24	3.77%		
Michigan Class	Pooled	\$ 1,667,157.70	5.55%		
Consumers Credit Union	Share	\$ 27.74			
Consumers Credit Union	MMM	\$ 369,912.83	3.50%		
Huntington Investments	Meeder PF	\$-			
Macatawa Bank	CD	\$ 750,000.00	3.15%	15 Months	2.16.2024
Grand River Bank	CD	\$ 302,862.92	4.65%	12 Months	4.3.2024
West MI Community Bank	CDars	\$ 311,454.98	4.00%	52 Weeks	4.4.2024
Choice One Bank	CD	\$ 251,422.02	4.33%	12 Months	4.9.2024
Horizon Bank	CD	\$ 600,000.00	5.17%	6 Months	5.9.2024
Choice One Bank	CD	\$ 1,002,774.76	5.13%	12 Months	6.1.2024
West MI Community Bank	CDars	\$ 521,115.02	4.75%	52 Weeks	6.6.2024
West Mi Community Bank	CD	\$ 750,000.00	5.25%	365 Days	7.20.2024
CIBC USA Bank	CD	\$ 1,013,066.66	5.40%	365 Days	8.9.2024
Horizon	CD	\$ 1,081,139.20	5.06%	365 Days	9.19.2024
Mercantile Bank of MI	CD	\$ 1,056,422.64	5.25%	365 Days	10.23.2024
Flagstar Bank	CD	\$ 1,029,019.47	5.08%	12 Months	11.7.2024
First National Bank of A	CD	\$ 523,813.36	4.40%	18 Months	12.17.2024
Flagstar Bank	CD	\$ 1,059,556.17	5.08%	17 Months	3.3.2025
Restricted W&S Fees	Committed	\$ 24,633,149.70			



MEMO

Staff Communication

DATE: March 6, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Liquor License Renewals

SUMMARY OF TOPIC:

The township has received a Renewal Application for Liquor license and the required renewal fee from the following entities:

- Logan's Restaurant #531
- JD Holdings, LLC - Peppino's
- TSF Apple Venture, LLC – Applebee's
- Stonewater Country Club – DBA Firerock Grill
- Briar Wood Golf Course
- Grinning Mitten (Railtown) – Microbrewer Manufacturers License and Small Wine Maker Manufacturers License
- Celebration Banquets, LLC

The Township Treasurer has provided that all taxes are paid in full and there are no outstanding assessments, fees, or taxes owed to Gaines Charter Township.

FINANCIAL IMPACT:

NONE

BUDGET ACTION REQUIRED:

NONE

STAFF RECOMMENDATION:

Staff recommends that these licenses be renewed.

Gaines Charter Township

Treasurer's Office

8555 Kalamazoo Ave.

Caledonia, MI 49316

TAX CERTIFICATION FOR 2024 LIQUOR LICENSES

Railtown Brewing Company	3595 68 th Street
Celebration Banquets	1506 Eastport Drive
Peppino's Pizzeria	1515 Eastport Drive
Logan's Roadhouse	1651 Marketplace Drive
Applebee's of Michigan	1685 Marketplace Drive
Firerock Grill	7171 Kalamazoo Ave. SE
Briarwood Golf Club	2900 92 nd Street

I, Laurie J. Lemke, Treasurer, do hereby certify that all taxes on the above referenced parcels are paid in full, and no outstanding assessment, fee or tax is owed to Gaines Charter Township.

March 4, 2024



Laurie J. Lemke, MiCPT, CPFA

Treasurer, Gaines Charter Township



MEMO

Staff Communication-Action Required

DATE: March 6, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Replacement of deteriorating rails on trial bridge

SUMMARY OF TOPIC:

Late last fall It was brought to our attention that the railing on the bridge crossing the creek just north of Countryside Elementary (on Eastern north of 84th) is in unbelievably bad shape. The railing is loose and has missing pieces. This is a dangerous situation and greatly increases the chances of a resident/user being injured and increases the Township's liability.

Steps were (and continue to be) taken to block the bridge; however, our barriers continue to be removed.



Three quotes (attached) for replacing the railings have been obtained.

1. Werkema Machine

\$23,450 – proposes using structural stainless steel. This replacement would be very robust, withstanding 1,900 pounds of pull-out force, 3,300 pounds of shear, and a minimum lateral force of 50 pounds per foot.

2. Fence Consultants

\$8,200 – proposes using approximately 2 40' sections of 48"h, 6ga extruded bonded black K/K Commercial Fencing. Project will include Vinyl SS-40 Black, 6"x6"x1/4" thick, posts on plate.

3. Conceptual Site Furnishings

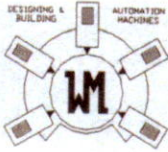
\$12,325.00 – proposes using fabricated steel posts (4ft high)/Square powder Coated Steel Spindles.

BUDGET ACTION REQUIRED:

The 2024 budget ([page 36](#)), shows approximately \$300,000 is needed to address the many bridges along the walking trails in the Township that are in need of repair. However, this particular issue was not included when making those calculations. This additional repair would be paid for out of revenue received in previous years (reserve funds) and/or with other one-time or limited use funds like ARPA.

STAFF RECOMMENDATION:

Staff recommends the Board determine which method of replacement they feel would be best and grant the Township Manager the authority to contract with the indicated company and have the repair completed as soon as possible.



WERKEMA MACHINE COMPANY, INC.

7300 S. DIVISION AVENUE
GRAND RAPIDS, MI 49548
PHONE (616)455-7650 FAX (616)455-1361

December 14, 2023

Gaines Charter Township
8555 Kalamazoo Avenue, SE
Byron Center, MI 49315

Attn: Kim Triplet
Subj: Quote #4569

Dear: Kim

Regarding your request Werkema Machine Company is pleased to provide you with this quote for safety rails on both sides of the pedestrian bridge on the East side of Eastern Avenue between 84th Street and 76th Street. A detailed description along with pricing is below.

CONSTRUCTION

The existing railings are constructed to the commercial code specifications for height and spindle spacing but do not meet the lateral strength and post spacing requirements. They are also not robust enough to withstand the abuse commonly found in outdoor applications.

New rails will be made from structural stainless steel so as to not require any paint or coatings and will provide a maintenance free solution for decades to come. The structural components will all be 11 Gage Square Tube. Top and Bottom rails will be 2" square tube with 1" square spindles spaced 3.875" apart to meet the code. The height of the rails will be a fraction of an inch above the 42" minimum specified in the code and to conform to the existing rail.

Support posts will be on 84" (7 foot) centers with 3/8" thick bases and 1/2" caps on the top. Each posts will be secured to the deck using (4) concrete screws each capable of withstanding 1,900 pounds of pull out force and 3,300 pounds of shear. These are the same screws we used to secure the benches and trash cans that are along Division Avenue. All corners on the posts will be rounded to minimize the chance of injury.

Rails will be bolted to the posts using tamper proof stainless steel screws. The entire length of the rail is capable of withstanding the minimum lateral force of 50 pounds per foot specified in the commercial code for railings. All seams will be welded to prevent water intrusion and subsequent damage from freezing.

Note: To avoid the extra expense of using FEA (finite element analysis) we will static test the first section with weights and measure the deflection. From our experience we expect deflection to be less than 0.300" at the center of the individual rail sections. If we encounter any issues we will increase the 11 gage to 1/4" walls.

INSTALLATION

The cost includes removal of the existing rail and installation of the new rail to the bridge. We will remove the existing anchors or grind them flush with the bridge deck to prevent any hazard to pedestrians. We will also handle the disposal of the existing rail.

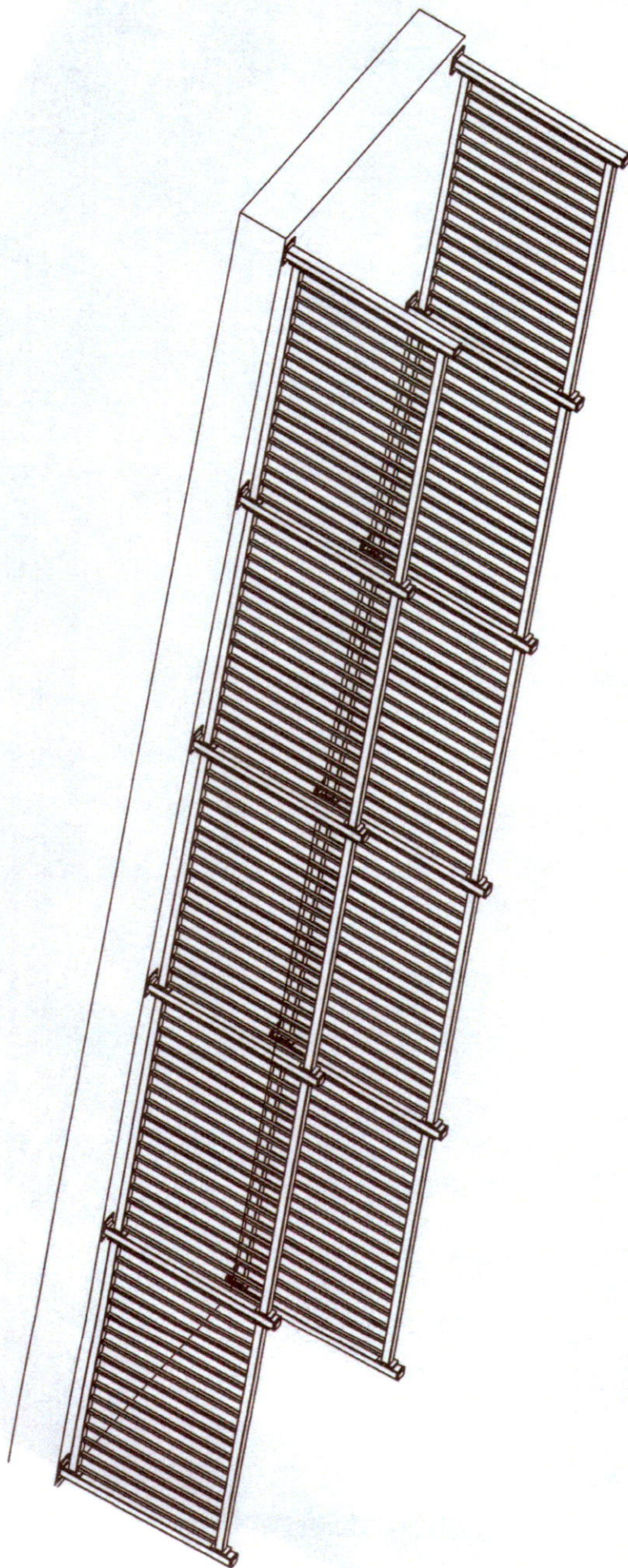
PRICING & TERMS

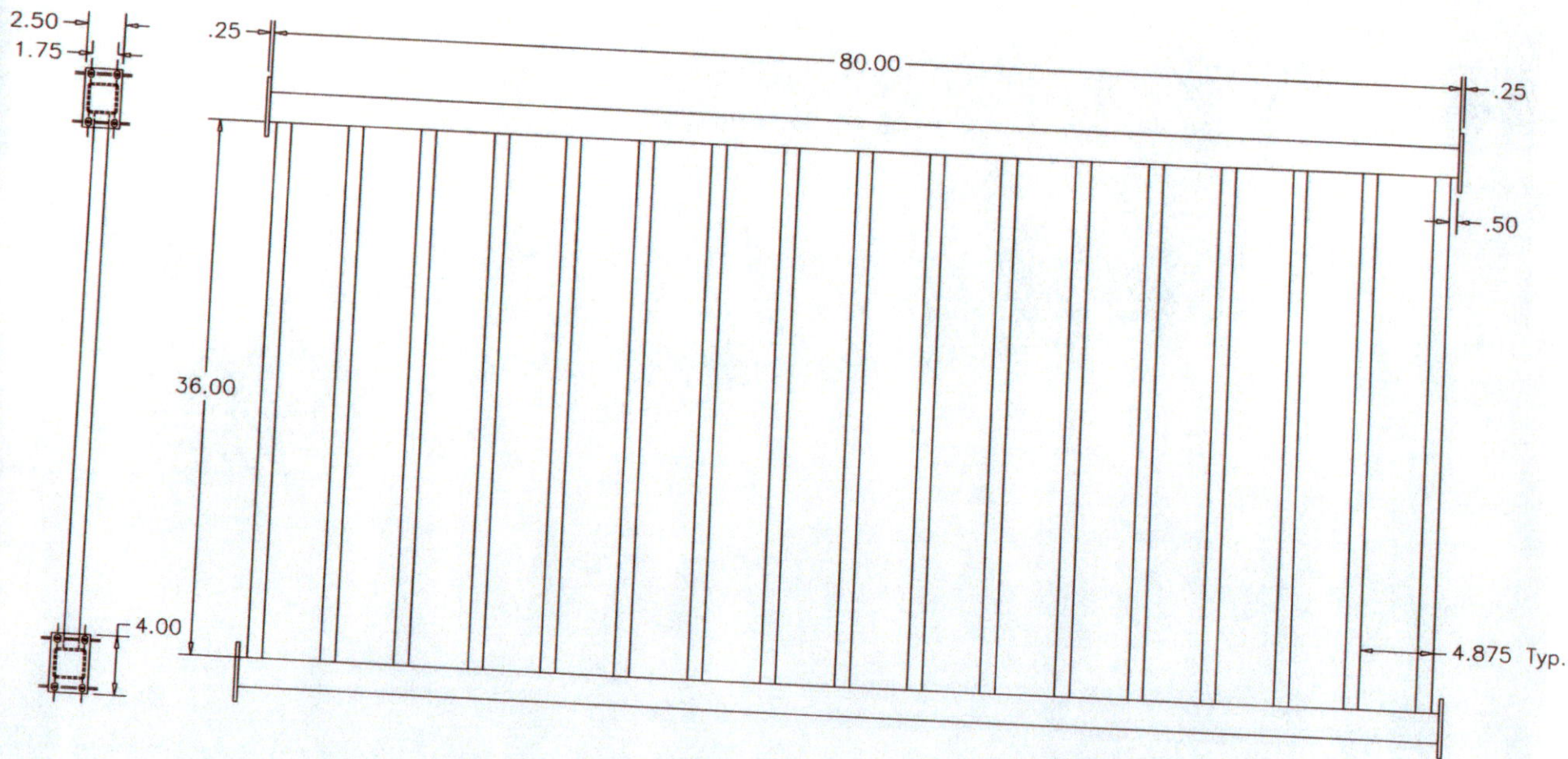
Price:	\$23,450.00
Delivery:	4 weeks after order. 3 days to install.
Terms:	Net 30 days, after inspection approval.
f.o.b.:	Delivered to the site.
Quote valid for:	60 days

Thank you for the opportunity to quote on your project. Werkema Machine Co., Inc. looks forward to doing business with you in the future.

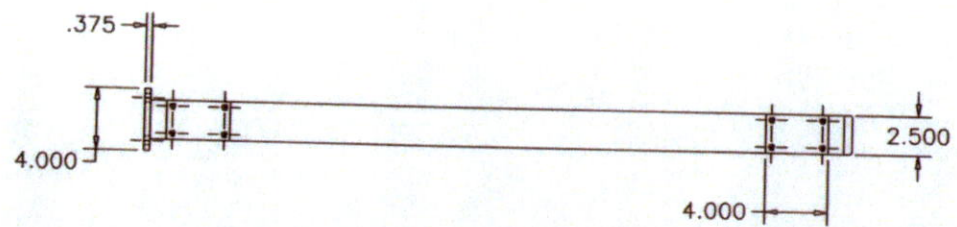
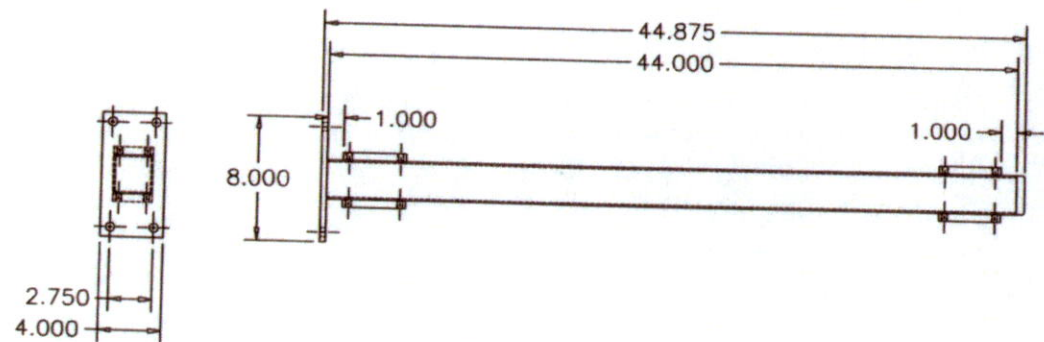
Respectfully yours,

Thomas Werkema
President





10 Required



Grand Rapids
615 Eleventh St., NW
Grand Rapids, MI 49504
PH 616-454-1911
Fax 616-233-0422



Holland
1176 Lincoln Ave.
Holland, MI 49423
PH 616-392-3496
Fax 616-392-1346

January 05, 2024

To: Gaines Charter Township
8555 Kalamazoo Ave. SE
Caledonia, MI. 49316

Attention: Rod Weersing

From: Rob Lytle/Fence Consultants

RE: Replacement of walking bridge fencing ;

- Removal and disposal of existing damaged fencing
- Filling of old Fencing plate holes.
- Installation of approximately 2) 40' Sections of 48"h, 6ga.
Extruded Bonded Black K/K Commercial Fencing.
- Project to include Vinyl SS-40 Black, 6"x 6"x 1/4" thick, Post's on Plate.

Estimated Total \$ 8,200.00

Due to the volatility in the steel market this pricing is good for only (5) days from the date of the quote. Sorry for any inconvenience this may cause.

This estimate **does not** include any special insurance or bonds, dewatering, post core removal, core drilling, tree trimming or clearing of fence line or any required permits.

To proceed with work please sign and return

Thank you for the opportunity to quote this work. If you have any questions, please feel free to call me at (616)893-0791 or contact me by e-mail at robl@fenceconsultants.com.



QUOTATION:

Date	No.
02/16/24	15725

To:
Gaines Township

From:
CSF, Inc.
P.O. Box 92
Byron Center, MI 49315
P.616.308.7899
www.conceptualsite.com

Project:

		NET Price		
Item	Description	Qty	Rate	Amount
1	Railings Fabricated Steel Posts - 4 ft H Square Steel Spindles Finish: Powder Coat Color: RAL TBD 	1	\$ 12,325.00	\$ 12,325.00
	Leadtime: 3-4 Weeks Shipping & Handling	1	NC	
Terms: CSF terms are 50% down and 50% at del			Total	\$ 12,325.00
<i>Customer is responsible for any and all sales and use taxes if applicable.</i>				
<i>Price Quote will be honored if purchased within 60 days.</i>				

Acceptance Signature: _____



MEMO

Staff Communication-Action Required

DATE: March 6, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Township Hall Parking Lot/Drive

SUMMARY OF TOPIC:

The parking lot/drive at the Township Hall is 20+ years old, and we have been using band-aides to keep it in "useable" condition.

The area has deteriorated to the point that the existing pavement needs to be completely removed and replaced.

With this in mind, quotes were solicited from area contractors. Soliciting the pricing in February will hopefully secure us a spot on a project list for this spring/summer.

Quotes we received are attached.

BUDGET ACTION REQUIRED:

This project was listed in our 2024 budget as a discretionary project. Should the Board approve the repaving, our approved budget noted that it would be paid for out of reserve funds and/or with other one-time or limited use funds like ARPA.

The projected cost of the project was \$150,000. It should be noted that we will be reimbursed for a portion of the expense by the Sheriff's Department. They will be responsible for 100% of the cost for their specific area, and 21% of the drive area. The Township will cover 79% of the drive area and 100% of the northern lower-level parking lot (see table below).

STAFF RECOMMENDATION:

Staff recommends the Board approve this project, and that members review the quotes and select a contractor.

COMPANY	BASE	SURFACE	STRIPING	TOTAL	KCS PORTION	GAINES PORTION
BlackGold	1.5" of 13A	1.5" of 5E1	Yes	\$167,518.00	\$56,828.28	\$110,689.72
Michigan Paving and Maintenance	1.5" of 13A	1.5" of 5E1	Yes	\$228,908.06	\$81,708.50	\$147,200.00
Rieth-Riley	1.5" of 13A	1.5" of 5E1	Yes	\$163,410.00	\$56,144.90	\$107,265.10
Superior Asphalt	1.5" 4EML Base	1.5" 5EML	Yes	\$198,510.00	\$68,555.90	\$129,954.10
A-1 Asphalt	1.5" of 13A	1.5" of 5E1 2 " of 5E1	Yes Yes	\$225,000.00 \$250,000.00	\$76,639.15 \$83,456.00	\$148,360.85 \$166,544.00



**TRANSPORT Inc. &
PAVING SERVICES**

Dave VanPutten (616)-212-6473
4110 - 26th St. Dorr, Mi 49323

MDOT #06510

Office (616) 896-1560
Fax: 616-896-7491

T0: Gaines Charter Township 8555 Kalamazoo Ave. SE Caledonia, MI 49316	Contact: Kim Triplett Phone: 616-504-4332 Email: kim.triplett@gainestownship.org
Project: Paving Date: 2-16-24 Project Location:	

Item #	Description	Qty	Unit \$	Total \$
	Mill out all asphalt at site.	83,373 sf		
	Fine grade and compact gravel.			
	Install 1.5" of 13A base course asphalt compacted.			
	Install 1.5" of 5E1 surface course asphalt compacted.			
	Stripe lot.			
	*Sheriff's Office	19,533 sf		
	*Lower Level	22,167 sf		
	*Main Drive/Parking	41,673 sf		
	*Pricing for removal and replacement of 3" of existing asphalt.			
			TOTAL=	\$167,518.00
	*All prices are good for 30 days.			

Black Gold Transport Inc. will not be held liable for reflective cracking or standing water due to existing cracked asphalt or unsuitable subgrade. Black Gold Trans. Inc. will not be held liable for broken concrete/asphalt caused by crossing with heavy equipment. Black Gold Trans. Inc. reserves the right to withdraw bid/quote upon review of any contracts/subcontracts and will not be the responsibility for any additional costs incurred.

Black Gold Transport Inc. is not a member of the OE-324 and does not adhere to any contracts or sub-contracts implementing OE-324 wages and benefits. With acceptance and use of this bid/quote, the recipient agrees to any additional costs that may be incurred.

Accepted:

The above prices, specifications and conditions are satisfactory and are accepted:

Buyer: _____

Signature: _____

Date: _____

Confirmed:

*Acceptance of this proposal includes our Standard Conditions.

Signature: Dave VanPutten_____

Date: _____ BLACK GOLD TRANSPORT, INC

Email: _____



A CRH COMPANY



STONECO

To: Gaines Township

Bid Date: 02/20/2024

Estimator: Joe Lewis

Project: - 8555 Kalamazoo Ave

Biditem	Description	Quantity	Unit	Unit Price	Ext Price
1 <i>Main Drive</i>	Area 1, Remove and Replace 3" Asphalt	1.000	LS	\$106,869.63	\$106,869.63
2 <i>Lower Level</i>	Area 2, Remove and Replace 3" Asphalt	1.000	LS	\$62,772.55	\$62,772.55
3 <i>Sheriff</i>	Area 3, Remove and Replace 3" Asphalt	1.000	LS	\$59,265.88	\$59,265.88
Grand Total:					\$228,908.06

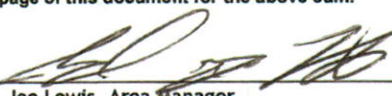
If soft spots are found, additional charges will apply based on the area.

Excludes Bonds, fees, and permits

All mixes meet MDOT gradation specs

Mix laid will be as specified unless other arrangements are made

We offer to furnish necessary labor and materials to do the above work in accordance with the above specifications and the Terms and Conditions listed on the following page of this document for the above sum.

Signed:  (Michigan Paving and Materials Company Representative)
Joe Lewis, Area Manager

- The prices quoted above may be subject to change if not accepted within 10 days from the date hereof. Final acceptance by Michigan Paving & Materials Company is subject to the approval of the Division Manager.

ACCEPTANCE

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The Terms & Conditions are understood and accepted. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted by Michigan Paving and Materials Co:

date

Signature/Title

Accepted by Customer:

date

Signature/Title

- By initialing, Customer acknowledges and accepts the Terms and Conditions stated on pg 2 of this document.

initials

TERMS & CONDITIONS

- 1) Entirety – This agreement contains the entire agreement of the parties hereto and shall supersede all previous oral & written agreements and all contemporaneous negotiations, commitments and understandings. This agreement may be modified only by written instrument duly executed by each party hereto.
- 2) Thickness – All descriptions of paving thickness in this proposal are referred to as average thickness. Variation in sub-base and technical limitation may result in variation in thickness. We warrant sufficient material will be used on the project to result in the average thickness stated.
- 3) Property Lines – The customer shall establish and designate property lines and shall be obligated to pay for work performed as ordered in the event said work results in trespass on other property. Customer shall also be responsible for any damage caused by the owner of such other property.
- 4) Delays – Contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of Contractor. The contractor shall complete the project as weather and schedule permit.
- 5) Permits – Customer shall acquire and pay for any and all permits or assessments if they are required. Upon acceptance, a legal description of the property improvement and/or a notice of Commencement shall be provided to Contractor prior to start of work.
- 6) Wet or Unstable Grade – No materials will be placed on wet or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract.
- 7) Reproduction Cracks – When resurfacing concrete, brick or asphalt pavements, Contractor is not responsible for the reproduction of cracks or expansion joints which occur.
- 8) Minimum Grade – Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If Customer directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over ¼ inch will be filled.
- 9) Underground Structures – It is Customer's responsibility to advise Contractor of the existence and location of all underground structures such as sewers, water and gas line, etc., which might be encountered by Contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering same, or otherwise, shall be paid by Customer.
- 10) Soil Conditions – Should any unusual conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Customer.
- 11) Tree Roots – Contractor shall not be responsible for damage to trees occasioned by the removal of tree roots in preparing the roadbed, nor shall Contractor be obligated to remove damaged or destroyed trees.
- 12) Timely Payment – As stated above, payment in full is due upon completion of the job. Interim billings for partial performance are due and payable thirty (30) days after presentation of said billings. Customer agrees to pay interest at the rate of 1 ½% per month on any amount due Contractor with said interest to start accruing thirty (30) days after presentation to Customer of a billing for work performed and/or expenses incurred by Contractor. This interest is an annual rate of 18%. Contractor may, upon written notice to Customer, terminate this contract when for a period of five (5) days after payment is due, as provided herein, Customer fails to make said payment or payments. On such termination, Contractor may recover from Customer payment for all work completed and for any loss sustained by Contractor for materials, etc., to the extent of actual loss thereon, plus loss on a reasonable profit.
- 13) Unit Prices – The quantities and units stated in this proposal are estimates and unless otherwise stated, this is a unit price proposal. Actual 'as built' quantities shall be paid for at their respective unit prices.
- 14) Acceptance – The paving shall be deemed accepted by Customer at such time as the paving is opened for travel and parking. If for any reason the wearing course is not placed prior to opening to the public, Customer shall be responsible for the cost of repair.
- 15) Hidden Objects – Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne by Customer and the Contractor shall be reimbursed accordingly. Contractor assumes no responsibility for discovery or removal of materials that may be contaminated or hazardous.
- 16) Zoning Requirement/Other Regulations – Contractor assumes no responsibility for determining whether Customer has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, Customer shall, nevertheless, be obligated to pay for the work as ordered.
- 17) Stockpiling Materials – Contractor shall be permitted to stockpile materials and park equipment necessary to the performance of the work, on the Customer's property adjacent to the site of the work, without cost.
- 18) Carports – Asphalt paving must be placed prior to the building of carports or the placing of asphalt curb.
- 19) Force Majeure – Contractor shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockade, embargo, labor dispute, strike, or lockout. Customer will not have a right to terminate this Agreement in such circumstances.
- 20) Fine Grading – Contractor is responsible for fine grading base unless otherwise list as option and accepted.
- 21) Operator Engineers 324 Union – Michigan Paving & Materials Company is not responsible for providing any fringe benefit payments on behalf of our operators to Operators Engineer 324 Union or to the prime contractor. Furthermore, all Operator Engineer 324 Union references will be removed from the subcontract.

MAINTENANCE GUARANTEE

This pavement is guaranteed against failure due to improper workmanship or materials for a period of (1) year(s) after construction unless otherwise stated herein. Use of a pavement for a purpose other than the disclosed and intended use, or by heavier traffic than disclosed will void this guarantee. It is understood that this guarantee does not cover damage caused by intentional or accidental excavation, fire, flood, gasoline, oil, chemicals, subsurface water, overloading or other misuse. Failure of the Customer to conform to the requirements of timely payment as stipulated in the Terms & Conditions will void this guarantee. This guarantee does not apply to first or intermediate stages of construction. Asphalt bases are not guaranteed. This guarantee starts when the final wearing surface is placed and the pavement structure is brought up to full design strength.

RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

2100 Chicago Drive SW, Wyoming, MI 49519

(616) 248-0920

PROPOSAL

Item No:

Date: 2/22/2024

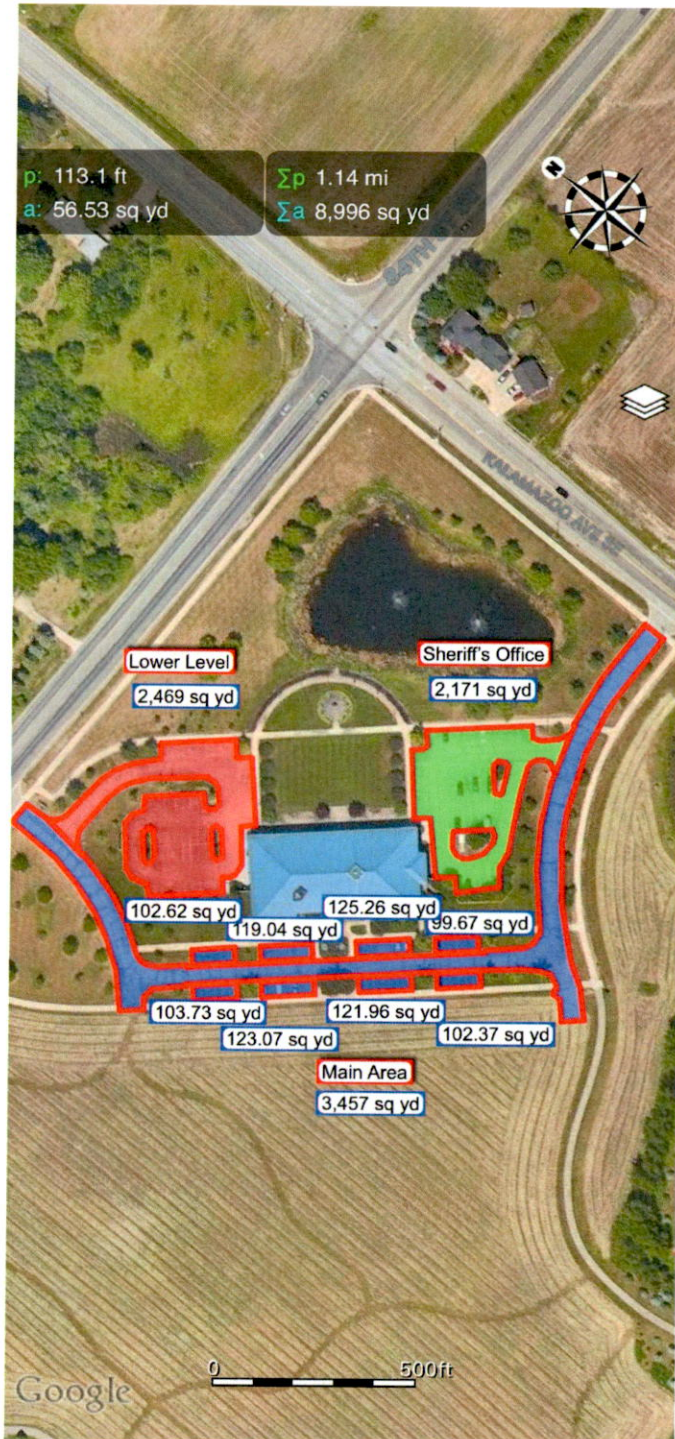
Customer Information		Job Information			
Name:	Kim Triplett	Job Name:	Gaines Twp Office		
Company:	Gaines Charter Twp	Job Location:	8555 Kalamazoo Ave SE		
Phone:	616-504-4332		Caledonia, MI 49316		
E-mail:	kim.triplett@gainestownship.org				
Rieth-Riley Construction Co., Inc. ("Contractor") submits to Owner/General Contractor ("Customer") this Proposal based on plans & specifications prepared by _____ and dated _____ and the following addenda, if any: _____.					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Milling and Prep Work 3"	8,995.00	SY	\$ 2.00	\$ 17,990.00
2	Asphalt Paving 3"	8,995.00	SY	\$ 16.00	\$ 143,920.00
3	Pavement Markings	1.00	LS	\$ 1,500.00	\$ 1,500.00
Lower Level Portion of Grand Total		2,469 SY	=\$44,942		
Sheriff's Office Portion of Grand Total		2,171 SY	=\$39,578		
Main Area Portion of Grand Total		4,355 SY	=\$78,890		
GRAND TOTAL					\$ 163,410.00
NOTES:					
- This proposal does not include a price for earthwork or concrete. Earthwork and Concrete to be done by other contractors. - This is a unit price proposal, final payment will be based on constructed quantities. Bond dues/fees are not included. - All applicable permits, engineering services, construction staking, material testing, traffic control, etc. are to be provided by owner. - This proposal includes 1.5" 13A for base course and 1.5" 5E1 for top course. - Rieth-Riley is not responsible for damage to the site concrete accessing the site nor proposed work while on site. - Rieth-Riley cannot guarantee pavement drainage where the aggregate or asphalt base has less than one percent fall per design. - Quoted pricing is based on two (2) mobilizations; additional mobs will be at \$2,500.00 each - Quoted pricing is good for paving through 10/31/2024. If paving is going to occur after that, date, Rieth-Riley Construction Co., Inc. reserves the right to re-quote the remaining work.					
THIS PROPOSAL SHALL REMAIN VALID ONLY FOR 10 DAYS FROM THE ABOVE PROPOSAL DATE.				SALES TAX INCLUDED: YES	
THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS ENCLOSED WITH THIS PROPOSAL.		RIETH-RILEY CONSTRUCTION CO., INC. By: <u>Tyler Dard</u> Tyler Dard, Estimator			
ACCEPTANCE OF PROPOSAL					
I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS & CONDITIONS, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.					
By: _____ (Authorized Signature)		_____ (Date Signed)			
		_____ (Printed Name & Title)			

STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

The following terms and conditions are part of this Proposal:

1. **This Proposal's prices are based on the current average posted price for asphalt cement as listed in the "Asphalt Weekly Monitor" published by Potent & Partners, Inc. If this average posted price increases at the time Contractor commences performance of the work covered by this Proposal, we reserve the right to adjust the Proposal prices consistent with the increase in the price of the asphalt cement.**
2. All material is warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this Proposal, Customer, at its expense, shall provide a properly compacted and stable subgrade or subbase (proof rolling or other testing satisfactory to Contractor) upon which any material is to be placed.
3. **OTHER THAN AS EXPRESSLY PROVIDED FOR IN THIS PROPOSAL, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF WARRANTY IS LIMITED EXCLUSIVELY TO REMOVAL AND REPLACEMENT OF THE DEFECTIVE WORK. OTHER THAN REMOVAL AND REPLACEMENT, RIETH-RILEY HAS NO OTHER LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.**
4. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place its paving materials over a subgrade or a subbase the condition of which Rieth-Riley has advised Customer is unacceptable.
5. Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
6. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite so as to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
7. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
8. If no sales tax is included in this Proposal, Customer is required to provide a valid sales tax exemption certificate; otherwise, sales tax will be added when completed work is invoiced.
9. Contractor will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to the terms outlined herein.
10. **PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES** issued, whether progress or final, for work completed to date. If prompt payment is not received, Contractor will suspend work in progress.
11. Nothing herein contained shall be construed as a waiver or modification of Contractor's statutory lien rights, which lien rights Contractor will exercise if payment by Customer is not promptly made.
12. **A SERVICE CHARGE OF 1½% PER MONTH**, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees and expenses.
13. **Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite.** Customer agrees to defend, indemnify, and hold harmless Contractor, its officers and employees from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer's violation of environmental law, regulation, or policy.
14. **The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal: This Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.**

"LICENSE NO. A residential builder or a residential maintenance and alteration contractor is required to be licensed under Article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under the electrical administrative act, 1956 PA 217, MCL 338.881 to MCL 338.3511 to 338.3569. A Mechanical contractor is required to be licensed under the Forbes mechanical contractors act, 1984 PA 192, MCL 338.971 to 338.988.





Phone # 616-451-3200

Fax # 616-451-3969

DATE: 2/26/2024

JOB NAME: Township Paving Project

RECIPIENT: Gaines Township

LOCATION: 8555 Kalamazoo Ave SE

Gaines Township, MI

Bid Items	Unit Price Bid
-----------	----------------

Items of Work	Quantities	Units	Unit Price	Amount
For the Removal & Replacement of Parking Lots / Drives				-
Remove Existing Asphalt and Dispose	9,240	SqYd		
Fine Grade Gravel and Compact	9,240	SqYd		
Furnish & Compact a 1.5" 4EML HMA Base Course	9,240	SqYd		
Furnish & Compact a 1.5" 5EML HMA Top Course	9,240	SqYd		
Re-Stripe Parking Lot	1	LS		
Provide Traffic Control Devices (84th St / Kalamazoo)	1	LS		
Area Breakdown				-
Area 1 Sheriffs Office 2,245 SqYd \$48,230.00				-
Area 2 Lower Level 2,490 SqYd \$53,490.00				-
Area 3 Main Drive/Parking 4,505 SyYd \$96,790.00				-
Total \$198,510.00				-
				-
				-
Note Pricing assumes all areas will be removed and replaced				-
				-
				-
				-

NOTE: Pricing includes only the items listed above

NOTE: Pricing assume area will be staked by others prior to our arrival.

NOTE: Unless stated above pricing does not include traffic control devices/flagging, utility patching, striping, signage, bumper blocks, etc

NOTE: Price is good for 10 days.

Estimate prepared by: John Alonso 616-723-2112	TOTAL	\$198,510.00
Receipt of Acceptance	Authorized Signature:	
	Printed Name:	
	Signature:	Date:

A-1 ASPHALT INC.

4634 Division Ave.
Wayland, MI 49348

Proposal No: NE24-109
Date: February 26, 2024

Gaines Charter Township
8555 Kalamazoo Ave Se
Caledonia, MI 49316-8270

CONTACT: Kim Triplett
PHONE: 616-504-4332

E-MAIL: Kim.triplett@gainestownship.org

Job Site: 8555 Kalamazoo Ave SE, Caledonia, MI

		3 inch pave	QUANTITY	UNIT	UNIT PRICE	COST
Pave	Rotomill existing asphalt down to existing gravel based on an average depth of 3"		85,371	sqft		\$225,000.00
	Fine grade and compact area		85,371	sqft		
	Install and compact 1.5" average of 13A(or equivalent) Base Asphalt over approximately		85,371	sqft		
	Apply a bond coat for proper adhesion		85,371	sqft		
	Install and compact 1.5" average of 36A(or equivalent) Top Asphalt over approximately		85,371	sqft		
	Install valley gutter approx		1,500	lf		
	Striping to be done in latex traffic paint. White/blue: 147 Standard Stalls, 8 ADA stalls, and 5 Crosshatches					
	1. Sheriff's Department 20,214sqft					
	2. Lower-level Parking 22,943sqft					
	3. Main drive and parking 42,214sqft					
A-1 ASPHALT INC. IS NOT A SIGNATORY TO ANY UNION CONTRACT AND THEREFORE IN THE PERFORMANCE OF ITS WORK DOES NOT AGREE TO COMPLY WITH THE RATE, TERMS AND CONDITIONS AND FRINGE BENEFIT CONTRIBUTIONS OF ANY UNION AGREEMENT.						
QUANTITIES ABOVE ARE APPROXIMATELY ONLY JOB SITE TO BE LEFT NEAT AND CLEAN						
						\$225,000.00

This bid is good for 20 days due to the unstable liquid asphalt market.

PAYMENT WILL BE AS FOLLOWS:

Orders under \$2,500.00 must be fully prepaid. Orders over \$2,500.00 require a 50% down payment. Balance due upon completion. A 3% service charge will be assessed on credit card payments for orders of \$2,500.00 or more (including deposits). Deposits are non-refundable. We accept Visa, MasterCard, Discover and American Express.

Note: There will be a minimum fee added of \$500.00 for a 2nd move if requested by the customer. Any damage due to heavy equipment crossing existing concrete to reach the jobsite will not be covered. Any weed control, if required, must be applied by owner prior to our arrival. A-1 Asphalt, Inc. is not responsible for: restoration of landscape, sprinkler heads, sprinkler lines, valves or other system components, any private utility present on the jobsite, damage to any underground dog fencing and/or its components, damage to any underground infrastructure uncovered during the course of our work. We cannot warranty against reflective cracking on overlay projects. Due to Michigan weather, we cannot warranty against concrete cracking. Additional charges apply if sub-base is found to be unsuitable and needs replacement. Any additional charges will be agreed upon in writing by the customer and A-1 Asphalt Inc. Certificates of insurance can be provided free of charge. Additional charges will apply for any additional special insurance requirements such as Waiver of Subrogation, additional insured, or anything else above our normal coverage. A-1 Asphalt is not responsible for surface water where less than 2% slope is present in the sub-base. A-1 will not cover damage caused by the presence/growth of tree roots.

Respectfully Submitted by: **Nate Eerdmans**

Acceptance of Proposal:

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

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

By: _____
Individually/Personally Guaranteed

Title: _____

Date: _____



STANDARD CONDITIONS

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

1. Orders under \$2,500.00 must be prepaid (by check or credit card). Orders over \$2,500.00 require a 50% deposit with balance due upon completion. All deposits are non-refundable. Any invoice(s) not paid within 30 days or within the month received, are subject to a time price differential of 1 1/2% per month, which the customer hereby agrees to pay. A-1 Asphalt Inc. accepts payment by credit card (Visa, MasterCard, Discover and American Express), so long as Customer agrees to pay a 3% handling charge for orders over \$2,500.00. No charge shall apply to orders under \$2,500.00.
2. Customer is responsible for pulling applicable building permits. A-1 will pull any necessary Right-of-way permits and shall carry all necessary insurances, including workers' compensation insurance.
3. There are no warranties of merchantability, and there are no warranties which extend beyond the description contained on any invoice or sales agreement, other than as follows: All material is guaranteed for one (1) year as specified. All claims must be brought to the attention of A-1 Asphalt within 12 months of date of invoice.
4. Any alteration or deviation from the above specifications/proposal which result in additional cost will be performed only upon a written change order signed by both A-1 Asphalt and Customer.
5. A-1 Asphalt Inc. will not be liable for delays caused by labor disturbances, weather conditions, acts of God, and acts of environmental agencies, accidents, shortages of necessary materials and supplies or any other cause beyond our control.
6. Nothing contained in this agreement shall be construed as a waiver or modification of A-1 Asphalt Inc's statutory rights, which lien rights A-1 Asphalt Inc. will exercise if payment by the customer is not made promptly. If A-1 Asphalt Inc. finds it necessary to commence any type of collection proceedings to collect any balance due from the customer, the customer agrees to pay all cost of collection and all attorney fees incurred by A-1 Asphalt Inc., its successors and assigns.
7. A-1 Asphalt retains a security interest in all materials provided by A-1 Asphalt Inc. until payment in full and reserves the right to repossess any and all materials of any kind if all account balances are not paid in full within 30 days of the invoice date. Customer will be responsible for any costs of repossession.
8. Customer will bear responsibility for all work areas when A-1 Asphalt is not actively working.

CHOICE OF LAW

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

ENTIRETY CLAUSE

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

CUSTOMER'S STATEMENT

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

STATUTE OF LIMITATIONS

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

FORCE MAJEURE

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

OVERRIDING AGREEMENT

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

LIMITATION OF LIABILITY

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

INDEMNIFICATIONS

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

INITIAL:

DATE:

H 2



4634 Division Ave.
Wayland, MI 49348

Proposal No: NE24-110
Date: February 26, 2024

Gaines Charter Township
8555 Kalamazoo Ave Se
Caledonia, MI 49316-8270

CONTACT: Kim Triplett
PHONE: 616-504-4332

E-MAIL: Kim.triplett@gainestownship.org

Job Site: 8555 Kalamazoo Ave SE, Caledonia, MI

3.5 inch pave		QUANTITY	UNIT	UNIT PRICE	COST
Pave	Rotomill existing asphalt down to existing gravel based on an average depth of 3"	85,371	sqft		\$250,000.00
	Fine grade and compact area	85,371	sqft		
	Install and compact 2.0" average of 13A(or equivalent) Base Asphalt over approximately	85,371	sqft		
	Apply a bond coat for proper adhesion	85,371	sqft		
	Install and compact 1.5" average of 36A(or equivalent) Top Asphalt over approximately	85,371	sqft		
	Install valley gutter approx	1,500	lf		
	Striping to be done in latex traffic paint. White/blue: 147 Standard Stalls, 8 ADA stalls, and 5 Crosshatches				
	1. Sheriff's Department 20,214sqft				
	2. Lower-level Parking 22,943sqft				
	3. Main drive and parking 42,214sqft				
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JOB SITE TO BE LEFT NEAT AND CLEAN					\$250,000.00

This bid is good for 20 days due to the unstable liquid asphalt market.

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Respectfully Submitted by: **Nate Eerdmans**

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Individually/Personally Guaranteed

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INITIAL:

DATE:



4634 Division Ave.
Wayland, MI 49348

The Basics of Pavement

First 6 to 12 Months

Asphalt cures by oxidation, meaning that over time the oils present in the asphalt are removed by the sun's ultraviolet rays. Asphalt is typically considered to be fully cured between 6 and 12 months. Fresh asphalt will be soft and pliable, hardening as it cures.

During the curing process be aware that constant pressure on the asphalt may result in marking or depressions forming. This is commonly caused by continually parking in the same spot, or storage of heavy objects like trailers or boats. It is very important that your vehicle is in motion before turning your steering wheel so the tires do not dig into the surface.

The edges are the weakest part of the driveway due to a lack of side support. Avoid driving on the edges since they will crack. Backfilling the edges will help protect against breakage and will enhance the appearance of your drive.

Important Information

Although every effort is made to avoid puddles in your driveway, some pooling may occur depending on the slope and drainage of the drive. Minimal pooling may be expected in areas where sufficient drainage and slope are not present. Speak with your estimator if you have concerns about how your drive will drain.

Asphalt is composed of various size stones, sand and liquid asphalt, so the texture may vary due to the composition of the asphalt and the mixing process. It is common to have texture differences across the drive.

Asphalt may be damaged by gasoline, oil, or chemical spills. Blacktop sealer will help to protect against these leaks and spills and is recommended every two to three years.

Asphalt will harden and become resistant to damage as it ages, but excessive weight from large heavy vehicles can still cause damage. Keep concrete and delivery trucks off the drive whenever possible. If campers, boats, or trailers will be stored on the drive, placing plywood under the tongue jack and tires can help to prevent depressions from forming. Plywood will also help to protect against the concentrated pressure from motorcycle kickstands.

If you have any questions regarding your asphalt, please feel free to contact us at the above listed numbers.

COMMERCIAL INDUSTRIAL RESIDENTIAL MUNICIPAL
SERVING WEST MICHIGAN SINCE 1988

Phone: 616-877-4400 Fax: 616-877-4630 Toll Free (MI only): 800-871-4401

www.a1asphaltinc.com



MEMO

Staff Communication-Action Required

DATE: March 6, 2024
TO: Gaines Charter Township
FROM: Robert DeWard, Supervisor
RE: Parks and Trails Committee Appointment

SUMMARY OF TOPIC:

The recent resignation of Lani Thomas from the Parks and Trails Committee has created an opening that needs to be filled. A recommendation came from the Parks and Trails Committee to interview Sarah Woltjer as a possible candidate for appointment to the Committee. Sarah is a resident of the Township as well as an Outdoor Education and Third Grade Teacher at Dutton Christian School. Rod Weersing and I met with Sarah and think that she would be an excellent addition to the Parks and Trails Committee.

BUDGET ACTION REQUIRED:

NONE

STAFF RECOMMENDATION:

I am recommending Sarah Woltjer for appointment to the Parks and Trails Committee with a term ending on December 31, 2025.



MEMO

Staff Communication-Action Required

DATE: March 6, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Annual Commitment to The Right Place

SUMMARY OF TOPIC:

Gaines Charter Township has made an annual contribution to The Right Place for more than a decade. From 2011 thru 2017, the Township contributed \$2,000 annually, raising that amount to \$2,500 per year in 2018.

In 2018, the Township made a commitment to invest \$12,500 in support of The Right Place over five years. That \$12,500 commitment was met in 2022.

The Board then approved a contribution of \$4,000 for the 2023 fiscal year, and the 2024 annual budget included a \$4,000 contribution for 2024.

Our investment supports community development, economic development, business retention, and business relation services (among other things) within the Township.

The value the Township receives from The Right Place far exceeds our current level of support. If the Township were to engage individual business development teams, the costs would quickly exceed our annual contribution.

BUDGET ACTION REQUIRED:

No budget action required; Right Place support was included in the approved 2024 budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve a contribution of \$4,000 for the 2024 fiscal year.



MEMO

Staff Communication-Action Required

DATE: March 6, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Township Fire Department Name

SUMMARY OF TOPIC:

The Cutlerville Fire Department Advisory Committee has been preparing for the transition out of the Intergovernmental Agreement with Byron Township. One of the items that needs to be addressed quickly is the establishment of the name for the new entity that will combine the Cutlerville Fire Department and the Dutton Fire Department who will be operating together within Gaines Township. The Committee is recommending the new entity be named the Gaines Charter Township Fire Department.

BUDGET ACTION REQUIRED:

NONE

STAFF RECOMMENDATION:

Township Staff agrees with this recommendation as it creates a distinct name that will not cause any confusion with the Gaines Township in Genessee County.



MEMO

Staff Communication-Action Required

DATE: March 6, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Hanna Lake Sidewalk CDBG

SUMMARY OF TOPIC:

As I have mentioned in the past, there have been a few hurdles that have come up with the Hanna Lake Sidewalk project. The grant funds awarded for the project are part of a Community Development Block Grant. Due to the nature of the funding, before any work could be performed in the cemetery a Geophysical Investigation would need to be conducted by a Professional Archaeologist. The cost for this survey would be \$8,750 that would come from the County's side of project funds. The County has already spent \$1,950 for some pre-work on this project that would also be deducted from the County's participation.

Another point to consider with this project is the pending sale of the Post Farm property. When this project was initiated, the Township was planning on installing the sidewalk along the Post Farm property. When that sale transpires, it will be the developer's responsibility to install that section of the sidewalk.

BUDGET ACTION REQUIRED:

NONE

STAFF RECOMMENDATION:

Staff recommends that the Township Board decline this grant award. Then the Township may install the needed sections of sidewalk to reach 68th Street when the developer installs their portion.



MEMO

Staff Communication-Action Required

DATE: March 6, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Meeting Per Diems

SUMMARY OF TOPIC:

It has been brought to my attention that there was a bit of a discrepancy in how the Board of Review members were paid in comparison to other Township sub-committee members. The BOR is currently being paid \$20.63 per hour for meetings that are less than a full day. All other sub-committees are compensated at a rate of \$60 for the Chair for the first hour, and \$50 for the voting members for the first hour. They are then paid at a rate of \$20 per hour for each additional hour.

BUDGET ACTION REQUIRED:

NONE

STAFF RECOMMENDATION:

Staff recommends that the Board align the Board of Review pay scale with the other Township sub-committees. This will better compensate these members for any review and preparation done before their shorter meetings.

2024 Meeting Per Diems

Township Board Meetings (Reg and Workshop - all):

Trustees

Clerk	0.00
Supervisor	0.00
Treasurer	0.00
Trustee	\$115.00
Trustee	\$115.00
Trustee	\$115.00
Trustee	\$115.00

Planning Commission and Zoning Board of Appeals:

Chairs	\$ 90.00
Voting Members	\$ 80.00
Alternate	\$ 80.00

Board of Review and *Sub-Committee Meetings:

Chair-1st Hr	\$ 60.00
Voting Members - 1st Hr	\$ 50.00
Each Additional Hr	\$ 20.00
Per Day	\$ 165.00

All Day Meetings (Conferences)

Per Day	\$150	\$ 165.00
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***Sub-committees:**

BUGA, Building & Grounds, Cutlerville Fire Committee, Dutton Fire Committee, Elections Accuracy Testing, Personnel Committee, Public Safety Committee, Water & Sewer Committee

NOTE: Trustees that are a member of any of the above listed committees are eligible to receive the outlined per diems.
Elected officials (Clerk, Supervisor, Treasurer), and office employees are not eligible for outlined per diems.



MEMO

Staff Communication-Action Required

DATE: March 6, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: American Rescue Plan Act (ARPA) Fund Allocation

SUMMARY OF TOPIC:

The ARPA funds that the Township has received need to be allocated by the end of the 2024 calendar year. All allocated funds then need to be spent by the end of the 2026 calendar year. The purchase of the aerial truck for the fire department, with expected delivery in August of 2025, would be a great use of the bulk of the remaining ARPA funds that need to be allocated. By utilizing those funds to complete this purchase, it will relieve the need to dedicate general fund or fund balance dollars over the next year to complete the purchase.

BUDGET ACTION REQUIRED:

NONE

STAFF RECOMMENDATION:

Staff recommends that the Board allocate \$1,200,000 of the American Rescue Plan Act funds to the purchase of the Pierce Manufacturing 100' Mid-mount Platform truck that is currently on order with Halt Fire, Inc.



MEMO

Staff Communication-Action Required

DATE: March 6, 2024
TO: Gaines Charter Township
FROM: Robert DeWard, Supervisor
RE: Supervisor's Hours Reduction

SUMMARY OF TOPIC:

Rod Weersing has served in the role of Township Manager for a little over a year. Based on his performance I believe that the Supervisor's hours could be reduced from 24 hours per week to 16 hours per week. With the various Boards and Committees that the Supervisor is part of, I would recommend that this schedule be flexible to take part in those meetings. Flexibility will also be helpful in meeting with constituents as needed. This reduction in hours would come with an equivalent reduction in pay.

BUDGET ACTION REQUIRED:

NONE

STAFF RECOMMENDATION:

Staff recommends that the Board consider this request.



MEMO

Staff Communication

DATE: March 11th, 2024

TO: Gaines Charter Township Board of Trustees

FROM: Dan Wells, Community Development Director; Dakota Swan, Assistant Planner

RE: 7610 Division Avenue SE – Rezone from Heavy Industrial to Neighborhood Commercial

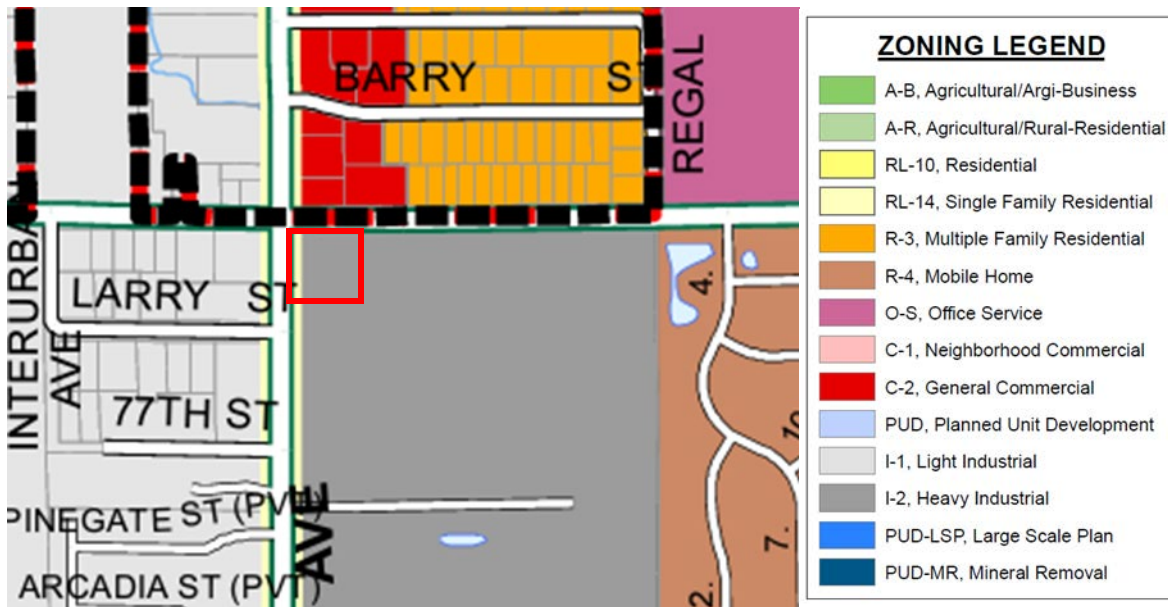
SUMMARY OF TOPIC:

The applicant requests the rezoning of 1.0-acre of a 2.3-acre parcel of land from Heavy Industrial (I-2) to Neighborhood Commercial (NC).

The subject parcel is located at the intersection of 76th and Division and is currently partially vacant, and partially developed with a self-storage facility. The vacant portion of the parcel is subject to rezoning request and redevelopment, the storage facility will remain in place. The final use of the parcel is undetermined at this point, however, there is confidence that this busy corner of the township will be an ideal location for a neighborhood commercial enterprise.

Surrounding zoning:

	NORTH: General Commercial (C-2)	
WEST: Byron Township	SUBJECT PARCEL	EAST: Heavy Industrial (I-2)
	SOUTH: Heavy Industrial (I-2)	



Current Zoning

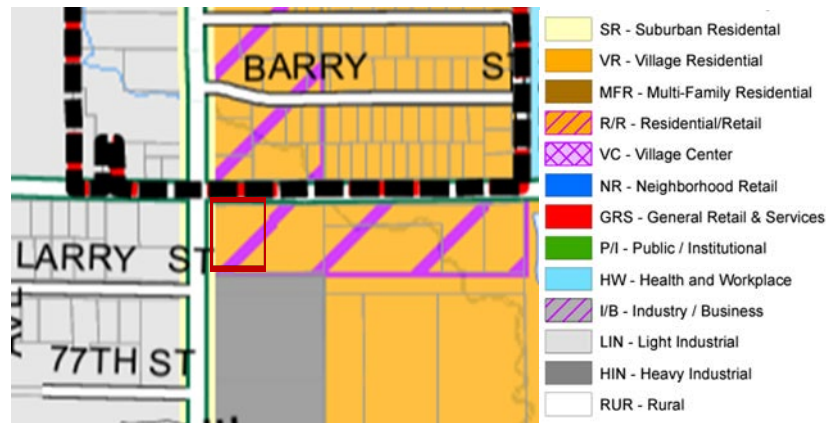
STANDARDS OF REVIEW

The request has been reviewed using the applicable review standards of Section 27.4, Review Standards for Amendments, which states:

In reviewing an application for the rezoning of land, whether the application is made without or with an offer of conditions (as in a conditional rezoning request), factors that should be considered by the Planning Commission and the Township Board include, but are not limited to, the following:

A. Whether the proposed rezoning is consistent with the policies and uses proposed for that area in the Township's Master Land Use Plan;

Meets standard. The Township's current Future Land Use Plan designates the subject area parcel as Residential/Retail which is best described as a mixed-use category combining Neighborhood Commercial with Medium density residential. The applicant is requesting a rezoning to NC, which in the Master Plan is outlined as Neighborhood Retail.



Future Land Use Plan

From the Master Plan regarding “Residential and Neighborhood Retail and Services”:

Neighborhood Commercial development would be allowed on main roads, in existing commercial buildings, or designated commercial areas within the overall development. The intent is to integrate the commercial with the surrounding neighborhood, not to mix the uses in a checkerboard, but to allow low intensity commercial activity adjacent to Village Residential (medium density) use.

Buffer areas between the two may include narrow parking lots, fencing, or landscaped areas. Pedestrian access between the two should be well integrated with sidewalks and pleasantly landscaped to promote a walkable connection. Site improvements should be included that encourage the use of alternative forms of transportation (e.g., bike racks, transit shelters).

These lots were considered for NC designation due to this being a “gateway” into the township from US-131 to the west. The current uses of surrounding properties are not conducive to residential use, and in that sense pure commercial use might be considered appropriate at this time.

Regarding “Neighborhood Retail and Services” in the Master Plan:

Small scale and designed to provide goods, restaurants, and services primarily to meet the needs of the immediate neighborhood and township residents. Facilities will be developed in harmony with the area’s natural features and in a scale and form to encourage pedestrian and multi-modal access and to minimize auto-pedestrian conflicts.

B. *Whether all of the uses and structures allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area;*

Meets standard. The parcel in question is in a transitional commercial area, with industrial to the south, and commercial use to the west and east. There are residential homes on the north side of 76th and Brookshire Meadows mobile home park ca. 725 feet to the east. Neighborhood Commercial zoning on this specific parcel would not conflict with any of the current uses on immediately surrounding properties which include self-storage, a nearly abandoned industrial building to the south and the 76th Street/Division Avenue intersection which are four and five-lane roads.

C. *Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning;*

Meets standard. The area is served by all utilities necessary for commercial use and would not be adversely affected by development.

D. *Whether the proposed zoning would be reasonable;*

Meets standard. Any of the uses listed under Neighborhood Commercial would be appropriate for this parcel, and development of this lot would be an improvement to the corner, and a signal of reinvestment in the Division corridor.

E. *Whether circumstances in the area have changed;*

Meets standard. This stretch of Division has seen very little reinvestment over the last decade. However, the Brewer Park Apartments a mile to the south were recently approved and are anticipated to be built over the next 2-3 years.

F. *Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.*

Meets standard. Due to the limited size of the parcel and its location at a crossroad, it is better suited for commercial development than industrial. It is unlikely to attract industrial users engaging in actual manufacturing, and other industrial uses would likely be considered eyesores on this high visibility corner.

FINANCIAL IMPACT:

This project is not anticipated to have a financial impact on the township. Costs associated with the review process are borne by the applicant through administrative and escrow fees.

BUDGET ACTION REQUIRED:

N/A.

RECOMMENDATION:

The Planning Commission held a public hearing on February 22nd, 2024, and recommended approval to the Township Board of Trustees based on the standards of 27.4 being met.

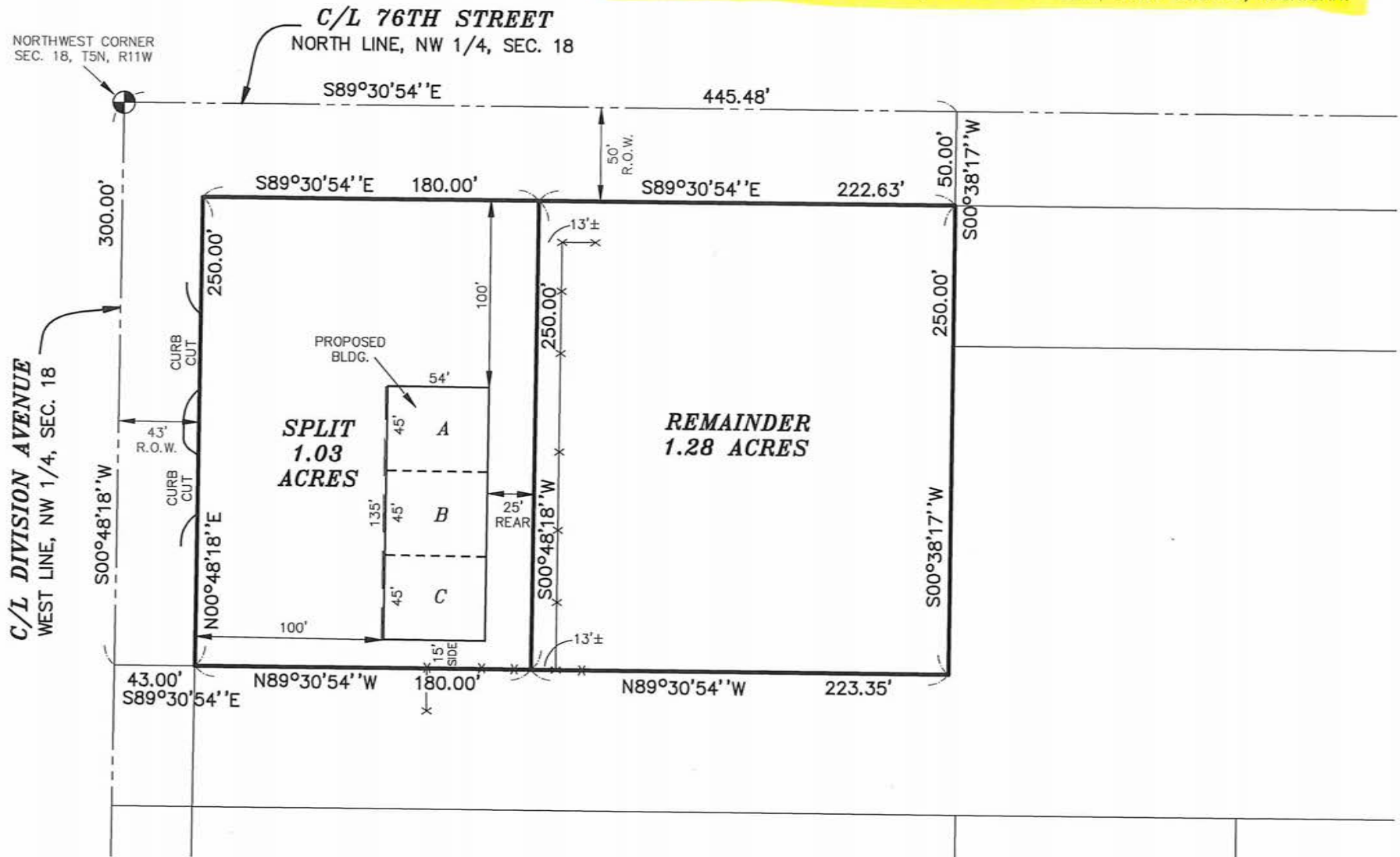
The Planning Commission recommended a condition be applied; the parcel will be divided into two parcels within 60 days of board approval, contingent on the rezoning to separate the two zoning categories.

This is the first read for the Township Board of Trustees; staff recommends the Board of Trustees set a public hearing.

I-1 LIGHT INDUSTRIAL LAYOUT

LEGAL DESCRIPTION OF CORNER PARCEL FOR REZONING:

THE NORTH 300 FEET OF THE WEST 223 FEET OF THE NW 1/4 OF SECTION 18,
TOWN 5 NORTH, RANGE 11 WEST, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN.



**GAINES CHARTER TOWNSHIP
KENT COUNTY, MICHIGAN
(ORDINANCE NO. ____)**

At a _____ meeting of the Township Board for Gaines Charter Township held at the Township offices on _____, 2024, beginning at ____ p.m., the following Ordinance was offered for adoption by Township Board Member _____, and was seconded by Township Board Member _____:

**AN ORDINANCE TO AMEND THE GAINES CHARTER TOWNSHIP ZONING
ORDINANCE AS PROVIDED FOR IN CHAPTER 27 THEREOF BY AMENDING
SECTION 1.6 AND THE TOWNSHIP ZONING MAP**

THE CHARTER TOWNSHIP OF GAINES (the “Township”) ORDAINS:

Section 1. Amendment. The Gaines Charter Township Zoning Ordinance is hereby amended by the amendment of Section 1.6 thereof, the Zoning Map, so as to rezone the following property from Heavy Industrial (I-2) to Neighborhood Commercial (NC), the land being commonly described as parcel 41-22-18-101-020 located at 7610 Division Avenue Southeast. The legal description is as follows:

The North 300 feet of the West 223 feet of the NW ¼ of Section 18, Township 5 N, Range 11 W, Gaines Township, Kent County, Michigan

Section 2. Effective Date. This Ordinance shall become effective seven (7) days after a summary is published in a newspaper of general circulation within the Township.

The vote in favor of this Ordinance was as follows:

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED

Township Board Ordinance No. 24-_____
_____, 2024

CERTIFICATION

I hereby certify that the above is a true copy of an Ordinance adopted by the Township Board for Gaines Charter Township at the time, date, and place specified above pursuant to the required statutory procedures.

Respectfully submitted,

By _____

Michael Brew

Gaines Charter Township Clerk



MEMO

Staff Communication

DATE: March 11th, 2024

TO: Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Shared Drive Waiver Request for 589 and 549 92nd Street

SUMMARY OF TOPIC:

Brian DeSmit requests a waiver from the requirement to establish a 50-foot-wide easement for a shared driveway under Chapter 22 "Private Streets and Driveways", Section 6 "Shared Driveways", B "Construction Requirements", 1 "Minimum Easement Width". Under 22.6.B.1, the establishment of a new shared drive typically requires a 50-foot-wide easement be established.

The applicant desires to use 589 92nd St to build a shared driveway to access 549 92nd St and to develop that property with no more than four single family homes. No roadway currently exists except a two-track.

589 92nd St is generally adequate to meet the requirement of 22.6.B.1, as it is 46 feet wide (it widens to 50 feet wide at the north end so that it met cul-de-sac requirements at the time in 1972). There is a 20-foot-wide access easement along its western boundary, making a 66-foot-wide access corridor in total, except at its northern terminus, where the parcels 589 and 549 92nd do not line up. The 20-foot easement does overlap, and this is the point at which the waiver is requested.

Construction of a shared drive is possible within this 20-foot easement; road construction requirements are 16 feet of asphalt with 2-foot gravel shoulders on each side.

ORDINANCES:

The ordinance allows up to two parcels to be added to an existing access road without upgrades if certain stipulations are met.

Relevant sections of Chapter 22.6 “Shared Driveways” in the Zoning Ordinance reads:

B. Construction Requirements.

1. Minimum Easement Width. 50 feet. All easements shall expressly provide for utilities and use by delivery and emergency public vehicles.

Under 22.10 “Modifications and Waivers”, an applicant may be granted a waiver from the Board if the request meets certain standards.

D. Standards of Approval. The following criteria shall be applied by the Township Board regarding a modification waiver:

1. Strict compliance with the requirement(s) would be unreasonable and unnecessarily burdensome because of prior construction; previously established easement arrangements; unique physical surroundings, shape, or topographical conditions of the property as distinguished from a mere inconvenience; or property dispute or economic hardship.

The existing 589 92nd St parcel and easement is just wide enough to accommodate a shared drive that is compliant with the ordinance. Adjacent landowners are not willing to sell an easement right to the applicant to make a compliant easement width, so to exercise the right to develop the property beyond one single family home, a waiver is necessary.

2. The modification or waiver may be granted without detriment to the public safety, health, or general welfare, or damage to any other property by way of the utilization of alternative design features.

Granting a waiver in this instance will not have an impact on safety, health, or general welfare. A shared drive will be built on the applicant’s land and have no impact on surrounding property.

3. The conditions upon which the request for a waiver or modification is based are unique to the property involved and not applicable generally to other properties or other private streets or shared driveways.

The access throughout 589 92nd St is unusual. The “bowling alley” lot was clearly designed for 549’s access to 92nd St; both parcels are commonly owned, have access easements dating back to 1972, and have a 92nd Street

address. When the Private Streets and Driveways ordinance was enacted, the 50-foot easement requirement was put in place, making it non-compliant. A more typical arrangement in the past was for a “flag” lot to be created.

4. Approval of a waiver or variance will not otherwise result in a violation of any other Township ordinance, including the Zoning Ordinance, or of any other requirement of law.

Approval of a waiver will not result in a violation of the zoning ordinance. The number of homes that can be built on 549 92nd St is four. As long as the shared drive is built to Chapter 22 specifications, it will meet the ordinance.

5. The conditions making the waiver request necessary were not created by the applicant.

The existing easements were created over 50 years ago in 1972. The two parcels involved were in existence prior to 1997 when the Land Division Act was enabled.

FINANCIAL IMPACT:

There will be no financial impact on the Township.

BUDGET ACTION REQUIRED:

No budget action is necessary.

STAFF RECOMMENDATION:

Staff views the request as reasonable as the shared drive will be built to ordinance standards, neighboring property will not be negatively impacted, and a shared drive is one of the only options to reasonably develop the land.

Staff recommends a condition that the waiver be granted for shared drive access only, and not for private road access.

BOUNDARY SURVEY FOR: BRIAN DeSMIT
APEX REALTY GROUP
8375 RIDGESTONE DRIVE SW
BYRON CENTER, MI 49315

JONKER LAND SURVEYS P.C.

8373 MERTON AVE. SW
BYRON CENTER, MI 49315

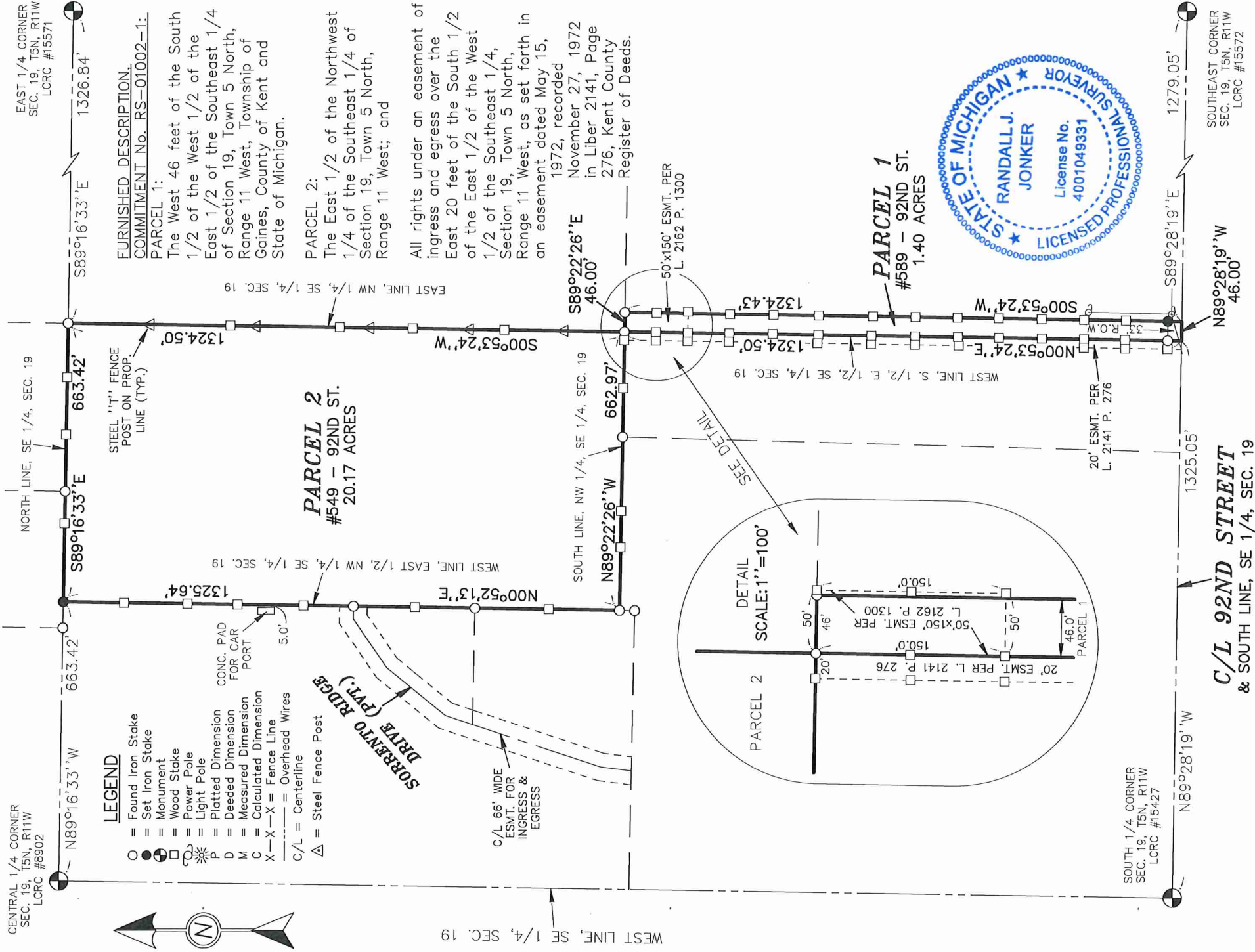
PHONE
(616) 878-1607

SHEET 1 OF 1

RE: 549 & 589 - 92ND STREET SE
BYRON CENTER, MI 49315

DRAWN BY: AD WWW.JONKERSURVEYS.COM

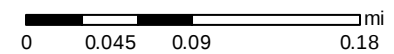
SCALE 1" = 300' FILE NO.: 24-031 DATE: 2/29/24



I, Randall Jonker, Licensed Professional Surveyor in the State of Michigan, hereby CERTIFY that I have surveyed the premises herein described and depicted, that there are no apparent encroachments, except as shown hereon. The buildings or other improvements not near a property line were not located at the request of the client OR there are none. This report/drawing was made from the legal description shown above. The legal description should be compared with the Abstract of Title or Title Policy for accuracy, easements, and exceptions. If there are no easements shown on this report/drawing, then either there are none, OR we were not provided with the required title/easement documentation, OR the depiction of easements was not negotiated as part of our contract. This report/drawing was made only for the original purchaser (named above) with whom we have a contract. It is not transferable to additional institutions or subsequent owners. This report/drawing is valid only if it contains the surveyor's original signature and seal. Alterations, additions, deletions, made by others will void the entire report/drawing. The Surveyor's liability for any and all claims, including but not limited to those arising out of the Surveyor's professional services, negligence, gross misconduct, warranties or misrepresentations shall be limited to an amount no greater than the original service fee. Non-payment for our professional services is a breach of contract and will void the entire report/drawing. Non-payment for said services voids all liabilities associated with this report.

Randall J. Jonker





LIBER 2141 PG 276

EASEMENT

For and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Orrie Martin and wife, Dorothy Martin of R.R. #1, Caledonia, Michigan, hereby grant and convey to William F. Reus, Jr., a married man, of 1448 Berkshire Drive, S. E., Grand Rapids, Michigan, an easement for roadway and driveway purposes for ingress and egress over the following parcel of land located in the Township of Gaines, County of Kent and State of Michigan, and described as follows:

The East 20 feet of the South 1/2 of the
East 1/2 of the West 1/2 of the Southeast
1/4, Section 19, Town 5 North, Range 11
West.

This agreement shall run with the land and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15 day of May, 1972.

WITNESSES:

<u>George Martin</u> George Martin	<u>Orrie Martin</u> Orrie Martin
<u>Carol Martin</u> Carol Martin	<u>Dorothy Martin</u> Dorothy Martin

Subscribed and sworn to before me this 15 day of

May, 1972.

Lloyd Olthouse
Lloyd Olthouse
Notary Public, Kent County, Michigan
My Commission Expires: 1-24-76

Drafted By:
Roger B. Boerema
Attorney at Law
500 Union Bank Bldg.
Grand Rapids, Michigan 49502

RECEIVED FOR RECORDS
1972 NOV 27 PM 3 29

EASEMENT

For and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, ARNOLD J. YOUNG, a single man, 695 - 92nd Street, Caledonia, Michigan, hereby grants and conveys to WILLIAM F. REUS and wife, JOSEPHINE REUS, 1448 Berkshire Drive, S. E., Grand Rapids, Michigan, an easement for roadway and driveway purposes for ingress and egress over the following parcel of land located in the Township of Gaines, County of Kent and State of Michigan, and described as follows:

Commencing at the Northeast corner of the following described parcel, to-wit: The East 20 feet of the South 1/2, East 1/2, West 1/2, Section 19, Town 5 North, Range 11 West, thence East 50', thence South 150', thence West 50', thence North to point of beginning.

The purpose of this Easement is to provide a cul-de-sac to meet the Kent County Road Commission's residential cul-de-sac requirements.

This agreement shall run with the land and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the said ARNOLD J. YOUNG has set his hand and seal this 7th day of November, 1973.

WITNESSES:

Roger B. Boerema
Roger B. Boerema
Pamela S. Reinhard
Pamela S. Reinhard

Arnold J. Young
Arnold J. Young

Subscribed and sworn to before me this 7th day of November, 1973.

Drafted By:
Roger B. Boerema
Attorney at Law
500 Union Bank Building
Grand Rapids, Michigan 49502

Pamela S. Reinhard
Notary Public, Kent County, Michigan
My Commission Expires: May 10, 1976
Pamela S. Reinhard

RECEIVED FOR RECORD
1973 NOV 13 PM 3 13

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD



Vriesman
& Korhorn

February 12, 2024
1164

Tracy Lawrence
Water & Sewer Administrator
Gaines Charter Township
8555 Kalamazoo Avenue, SE
Caledonia, MI 49316

RE: Thornapple Farms Phase 1 - Water/Sewer Development Contract

Dear Tracy:

Enclosed is the Water/Sewer Development Contract for Thornapple Farms Phase 1. The Water/Sewer Development Contract details the project of 24 lots which includes the extension of 2,077 feet of 8-inch sanitary sewer, 560 feet of 8-inch watermain, and 1033 feet of 12-inch watermain.

The 12-inch watermain is eligible for oversizing payment which is estimated to be \$43,127.75. The oversizing payment will be based on installed quantities.

This phase also has frontage on an existing watermain in Hanna Lake Avenue and an Availability fee of \$55,890.00 is due.

The proposed Water/Sewer Development contract has been signed by the Developer. We recommend that the Gaines Charter Township Board of Trustees authorize execution of the contract by the Township.

Thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Vriesman & Korhorn

A handwritten signature in black ink, appearing to read 'Jeff M. Gritter'.

Jeffrey M. Gritter, P.E.

JMG/nfb

Encl.

**WATER AND/OR SEWER
DEVELOPMENT CONTRACT**

CONTRACT FACE PAGES

I. PARTIES

A. DEVELOPER (the “Developer”):

Michiana Land Development, LLC Attn: Tom Larabel

2186 E Centre Avenue, Portage, MI 49002

A Michigan Limited Liability Company

Type of legal entity, i.e. corporation, partnership, limited liability
Company, individual, etc.

B. CHARTER TOWNSHIP OF GAINES (the “Township”),
whose address is: 8555 Kalamazoo Avenue, S.E., Caledonia, MI 49316

II. DESCRIPTION OF DEVELOPER'S DEVELOPMENT (the “Development”).

The Development consists of the following:

THORNAPPLE FARMS PHASE 1 plat development see Exhibit A.

**III. DESCRIPTION OF WATER AND/OR SEWER
EXTENSIONS/IMPROVEMENTS TO BE CONSTRUCTED BY DEVELOPER IN
ACCORDANCE WITH THIS DEVELOPMENT CONTRACT (the “Project”).**

This project includes the following Sanitary sewer:

-1,135 lin. ft. of 8-inch sanitary sewer in Postern Drive from Hanna Lake Avenue to 406
feet east of Pileated Avenue.

-229 lin. ft. of 8-inch sanitary sewer in public utility easement from 730 feet east of
Hanna Lake Avenue to 229 feet east and northeast to Pileated Avenue

-822 lin. ft. of 8-inch sanitary sewer in Pileated Avenue from 412 ft north of Postern
Avenue to 410 feet south of Postern Avenue.

This project includes the following Watermain:

-1,033 lin. ft. of 12-inch watermain in Postern Avenue from Hanna Lake Avenue to 127
feet east of Pileated Avenue.

-560 lin. ft. of 8-inch watermain in Pileated Avenue from 298 feet north of Postern
Avenue to 262 feet south of Postern Avenue.

Note: A map showing the location of the Development and the Project, which separately identifies the water and/or sewer extensions/improvements, must be attached to this Development Contract.

IV. **PROJECT COMPLETION DATE** (the "Completion Date"): September 2024

V. **IRREVOCABLE LETTER OF CREDIT**

A. Required prior to commencement of construction:

YES _____ NO X _____

B. Amount of letter of credit: \$ N/A _____

VI. **WATER AVAILABILITY FEE**

A. Basis of Water Availability: Water availability fee is based on the project's frontage on Hanna Lake Avenue Watermain – 848 feet. The first 120 feet of frontage has a base fee of \$ 6,750.00 and each additional foot is charged \$67.50 per foot.

B. Amount of Water Availability Fee: \$ 55,890.00 _____

C. Payment Terms: The water availability fee shall be paid prior to the issuance of permits for connection to the public water system. The rates are based on the 2024 rates which is subject to change without notice and the current rates will be charged for the date upon which payment is made.

VII. **WATER TRUNKAGE FEE**

A. Basis of Water Trunkage Fee: Residential – One trunkage unit per residential living unit.

B. Amount of Water Trunkage Fee: \$ 760.00 per residential living unit based on 2024 rates which are subject to change without notice. The current rate will be charged based on the date which the application for connection is made.

C. Payment Terms: Due incrementally upon acquisition of a permit to connect a residential building to the public water system (for example: a single living unit building would require a water trunkage fee of \$760.00 before a permit is granted to connect to the water system.

VIII. **WATERMAIN PAYBACK ARRANGEMENTS**

A. Basis of Payback Arrangements for Watermain: N/A _____

B. Maximum Amount of Watermain Payback Payments to the Developer: N/A _____

- C. Payment Terms: N/A
- D. Expiration Date of Payback Arrangements: N/A
- E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

IX. PAYMENT TO THE DEVELOPER FOR OVERSIZING WATERMAIN

- A. Basis of Oversizing payment for Watermain: Oversizing payment is based on the cost difference of constructing 8" watermain diameter watermain and 12" diameter watermain. There are 1,033 lineal feet of 12" diameter watermain constructed as part of the project which are eligible for an oversizing payment from the Township. The Township reimburses watermain oversizing based on the City of Grand Rapids reimbursement schedule. The cost difference for an 8" wm to a 12" wm is \$41.75/ft for 2024.
- B. Amount of Watermain Oversizing Payment to the Developer: The amount eligible for oversizing payment is \$43,127.75
- C. Payment Terms: The basis of payment is the actual installed quantities as shown on the record plans. The Developer's Engineer shall submit a written request after the watermain is accepted for use by the BGUA and the Township.

Note: The payment for oversizing may be funded jointly by the Township of Byron and the Charter Township of Gaines in accordance with a separate cost sharing agreement between the Townships.

X. SEWER AVAILABILITY FEE

- A. Basis of Sewer Availability Fee: Not Applicable – Development does not have existing sewer frontage. Developer is extending 24-inch trunk sewer to serve the project.
- B. Amount of Sewer Availability Fee: \$ N/A
- C. Payment Terms: N/A

XI. SEWER TRUNKAGE FEE

- A. Basis of Sewer Trunkage Fee: Residential – One trunkage unit per residential living unit.

- B. Amount of Sewer Trunkage Fee: \$1,107.00 per residential living unit based on 2024 rates which are subject to change without notice. The current rate will be charged based on the date which the application for connection is made.
- C. Payment Terms: Due incrementally upon acquisition of a permit to connect a residential building to the sewer system (for example: a single living unit building would require a water trunkage fee of \$1,107.00 before a permit is granted to connect to the sewer system).

XII. SANITARY SEWER PAYBACK ARRANGEMENTS

- A. Basis of Payback Arrangements for Sanitary Sewer: N/A
- B. Maximum Amount of Sanitary Sewer Payback Payments to the Developer: \$ N/A
- C. Payment Terms: N/A
- D. Expiration Date of Payback Arrangements: N/A
- E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

XIII. PAYMENT TO THE DEVELOPER FOR OVERSIZING SANITARY SEWER

- A. Basis of Oversizing Payment for Sanitary Sewer: N/A
- B. Amount of Oversizing Payment to the Developer: N/A
- C. Payment Terms: N/A

Note: The payment for oversizing may be funded jointly by the Township of Byron and the Charter Township of Gaines in accordance with a separate cost sharing agreement between the Townships.

XIV. PAYMENT OF PROJECT COSTS

Subject to oversizing payments as summarized above, if any, the Developer shall pay all costs of the Project, including without limitation all costs related to construction of the public water main and/or public sewer main, water services, sewer laterals and related improvements and appurtenances, the cost of acquiring necessary interests in land and right of ways, engineering, restoration and replacement, the cost of connecting the Project to the existing water or sewer system, the cost of connecting the Development to the Project and the Permit, Plan Review and Construction Inspection Costs identified in XV below.

XV. PERMIT, PLAN REVIEW, AND CONSTRUCTION INSPECTION COSTS:

In addition to the payment of Project costs and applicable availability fees, trunkage fees and all other rates, charges and costs imposed by applicable Township ordinance, the Developer shall reimburse the Township for costs of (a) sanitary sewer and watermain construction permit submittals, (b) Township Engineer and staff review of plans, and (c) construction inspection performed by the Township or the Township's duly authorized representatives.

XVI. MISCELLANEOUS

Not Applicable

XVII. AGREEMENT OF THE PARTIES:

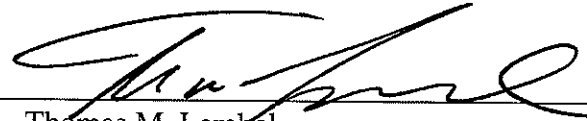
In consideration of the mutual covenants and agreements contained in the attached Contract Terms, the parties mutually agree that the Developer will acquire and construct the Project at Developer's sole expense, that after completion of the Project ownership of the Project shall be transferred by the Developer to the Township in accordance with the Contract Terms, and that all aspects of the acquisition, construction, completion, and transfer of the Project shall be governed by the Contract Terms, attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

DEVELOPER: Michiana Land Development, LLC

(1) 

By: 
Thomas M. Larabel
Its: Vice President

(2) 

FEBRUARY 6, 2024

Witnesses:

CHARTER TOWNSHIP OF GAINES:

(1) _____

By: _____

Its: Supervisor

(2) _____

By: _____

Its: Clerk

Dated: _____, 20____

WATER AND/OR SEWER DEVELOPMENT CONTRACT

CONTRACT TERMS

Section 1. **PRECONSTRUCTION MATTERS.** Before commencing construction of the Project, the Developer shall complete all of the following:

(a) Obtain all necessary permits for the installation and construction of the Project from all state and county agencies having jurisdiction and all necessary permission to work in the public right-of-way from the Township, County Road Commission, Michigan Department of Transportation, and other public bodies.

(b) Submit to the Township for approval detailed plans and specifications for the Project prepared by a professional engineer licensed in Michigan. The plans and specifications are to be provided in a format acceptable to the Township. Construction of the Project shall not commence unless and until the Township reviews and approves these plans and specifications in writing. As part of the approval of the plans and specifications, the Township Engineer shall determine the location of the public water main or public sewer, and approve the construction methods and materials used in the construction, including in the case of a public water main extension, the installation of fire hydrant markers. The extension shall cover the entire road or public right of way frontage of the Development to be served by the extension. If the Township requests changes in the plans and specifications for the Project, the Developer agrees to make such changes as shall be requested by the Township provided, however, the Township shall not withhold its approval of the plans and specifications unreasonably and, further, that if Township requirements with respect to the plans and specifications are in conflict with those of the state or any county agency having jurisdiction, the requirements of the state or county agency shall control. The fact that the Township may require higher quality materials or better construction practices than a state or county agency shall not be deemed a conflict and Township requirements shall control. The plans and specifications shall provide for complete restoration to original condition of all paved street surfaces and bicycle paths as well as replacement of all driveways and landscaping disturbed or damaged in the course of the construction of the Project;

(c) Submit to the Township the names of the proposed general contractor and all subcontractors who will be constructing and completing the Project on behalf of the Developer. Construction of the Project shall not commence unless and until the Township has approved in writing the Developer's general contractor and all subcontractors, such approval not to be withheld unreasonably. On request, the Developer shall submit to the Township such additional information concerning the Developer's proposed contractors as the Township shall reasonably request;

(d) Submit to the Township a copy of a proposed written contract between the Developer and its general contractor. The Developer may remove from this contract price information. This contract shall not be signed until approved in writing by the Township. A copy of the final signed contract shall be provided to the Township. This contract shall contain the following provisions: "The construction project to be completed pursuant to this contract

shall be completed in all respects in accordance with the Township's Specifications or the Byron-Gaines Utility Authority Standard Construction Specifications and all revisions thereof (together, the "Specifications"), and all terms and provisions of this contract and all plans and specifications and other documentation incorporated by reference in this contract or applicable to the construction project provided for in this contract shall be subordinate to the provisions of the Specifications. The Township of Byron shall be deemed to be a third party beneficiary of this construction contract and all provisions of the construction contract in favor of the owner and/or the Charter Township of Gaines may be enforced by the Township of Byron; however, the Township of Byron shall not be obligated to enforce any such provisions;" and

(e) Transfer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly (together, the "Townships"), all easements required to construct the Project. All easements shall be in such form and substance as shall be required by the Township. All easements shall be perpetual and shall be at least as wide as required by the Township but no less than twenty (20) feet in width in any event. The Developer shall provide to the Township such proof of title and other title documentation as the Township shall reasonably require in order to verify that the Township is receiving good title to all easements being transferred to the Township by the Developer.

Section 2. **PROJECT CONSTRUCTION.** The Developer shall cause the Project to be constructed in accordance with the approved plans and specifications in a good and workmanlike manner and so as to meet all quality standards and tests which would apply and be conducted if the Township itself constructed and acquired the Project. During construction of the Project, the Township shall have the right, at the cost of the Developer, to undertake with Township employees or third party contractors such inspection of the Project as the Township shall deem appropriate. No change order shall be issued with respect to the approved plans and specifications without prior written approval of the Township, such approval not to be withheld unreasonably.

Section 3. **DEWATERING.** If the Project requires dewatering, the Developer agrees that the Developer alone, at the Developer's sole cost, is responsible for any negative impact caused by Project dewatering including, but without limitation, the drying of lakes, streams, or ponds or the quantity, quality and taste of the well water supply of any lands. No Project shall be transferred to the Township, and the Township will not approve any Project or accept ownership thereof, unless and until the Township is satisfied that all negative impact to well water supplies, or bodies of water, caused by the Project have been fully and satisfactorily corrected. The Township may require written documentation from the owner of lands whose well water supply, or body of water, has been affected by Project dewatering that such land owner is satisfied with his/her/their well water supply, or body of water, if the lands have not been connected to the public water system. In the event of a disagreement between the Township and the Developer as to whether a particular well or body of water has been adversely affected by the Project, the Township's engineer shall make a written determination and this determination shall be final and binding on the Township and the Developer.

Section 4. **COMPLETION OF THE PROJECT.** The Project shall be completed and made available to the Township for final inspection and approval no later than the Completion Date. Upon completion of the Project and after final inspection and written approval by the Township, such approval not to be withheld unreasonably, the Project shall be transferred by the Developer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly, (together the "Townships") pursuant to the Townships standard form Warranty Bill of Sale.

The Township shall not be obligated to approve the Project or accept ownership thereof unless and until the Township is satisfied the Project has been constructed in accordance with the approved plans and specifications and in a good and workmanlike manner and, further, that the Project meets all quality standards and tests which would apply and be conducted if the Township itself acquired and constructed the Project. In addition, the Township shall not be obligated to approve the Project and accept ownership thereof unless and until all of the restoration has been fully completed.

Prior to approval of the Project and acceptance of ownership thereof, the Township shall receive from the Developer such waivers of lien, affidavits and other documentation as the Township shall reasonably deem necessary to be assured that all contractor(s) and all pipe, equipment and other suppliers in connection with the Project have been paid in full and that there are no liens or other unpaid obligations outstanding with respect to the Project.

The Township also reserves the right to require, prior to approval of the Township and acceptance of ownership thereof and at the cost of the Developer, a written opinion from the Developer's consulting engineer that the Project has been constructed and completed in accordance with the approved plans and specifications.

If the Contract Face Pages require that the Developer provide an irrevocable letter of credit prior to commencement of construction in order to guarantee completion of the Project by the Completion Date, this irrevocable letter of credit shall be issued by a bank having an office in Kent County in favor of the Township in the amount shown on the Contract Face Pages. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

The Project shall not be connected to the Township's sewer and/or water systems unless and until the Township has completed its final inspection and approved the Project in writing. If the Developer desires to connect the Project to the water and/or sewer systems in advance of this final inspection and written approval, the Developer shall provide to the Township an irrevocable letter of credit issued by a bank having an office in Kent County in favor of the Township in such amount as the Township shall reasonably determine is necessary to pay all costs and expenses related to completing the Project. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

No portion of the Development shall be connected to the Project until the Project has been approved by the Township and the ownership of the Project has been dedicated and conveyed jointly to the Charter Township of Gaines and the Township of Byron in the manner provided by these Contract Terms.

The Developer shall cooperate with the Township at all times, whether before or after the conveyance of the Project to the Township, and to the fullest extent with all Project contract and warranty claims deemed necessary by the Township to be made or filed against the Developer's contractor.

If the Project is not completed by the Completion Date, the Township shall have the right to complete the Project at the Developer's expense and to pay the full cost of such completion by making a draw or draws against the Developer's letter of credit. The Developer shall reimburse the Township for all costs incurred in completing the Project including, but without limitation, engineering, third party contractors and the charges of Township personnel necessary to supervise the completion of the Project. To the extent the Township costs to complete the Project are not fully paid by a draw or draws on a letter of credit, the Developer shall pay such amounts to the Township on demand. Amounts not paid on demand shall bear interest at a rate of 1% per month or fraction of a month that the amount remains unpaid.

Section 5. **INSURANCE**. Beginning as and when construction of the Project is commenced, and continuing at all times while the Project or any part thereof is under construction, the Developer and/or its contractor(s) shall continuously carry and maintain the same insurance coverage which is routinely required by the Township with respect to the construction of its own water and sewer projects. The Charter Township of Gaines, the Township of Byron and their respective Township Board members, officers, agents, employees and Township engineers (together, the "Additional Insured's") shall all be named as additional insured under such insurance, and such insurance shall also provide that it is the primary source of coverage for all such parties named as additional insured's with respect to the Project and the acts of omission of the Developer and its contractor(s) related thereto.

Certificate(s) evidencing the acquisition of all insurance required by this section and that such insurance is in full force and effect shall be deposited with the Township before construction of the Project is commenced. The Developer shall furnish, or cause to be furnished, upon request of the Township, certified copies of all policies required pursuant to this section as well as all amendments and renewals. All insurance policies required pursuant to this section shall contain a provision that they are non-cancelable and not subject to material modification by the insurer except upon 30 days' prior written notice to the Township. At least 30 days prior to the expiration or cancellation of any such insurance policy, there shall be furnished to the Township evidence satisfactory to it that the policy has been renewed or replaced by another policy. Construction of the Project shall not commence unless and until the Township has approved the insurance required to be provided by the Developer and its contractor(s) pursuant to this section in writing, such approval not be withheld unreasonably.

With respect to the Project, the Developer agrees to indemnify the Townships and all of the other Additional Insured's named in the first paragraph of this section, from and against any and all claims, costs, actions, causes of action, liability, judgments, losses, or expenses (including reasonable attorney's fees and other expense of defense) resulting from or caused by the acts or omissions of Developer or its contractor(s) in acquiring, constructing and completing the Project or with respect to the legal title to the Project, including all necessary easements, rights of way and interests in land required for the Project.

Section 6. **CONNECTION CHARGES/RATES.** The Developer shall pay all availability fees and trunkage fees in the amounts and in the manner set forth on the Contract Face Pages. The Developer shall pay all rates and charges imposed by the Township pursuant to the applicable rate ordinance or rate resolution with respect to the Project on such terms and provisions as are provided in that rate ordinance or rate resolution. The Township shall be entitled to establish such water rates and/or sewer usage rates as the Township deems appropriate. The Developer will reimburse the Township for the costs of sanitary sewer and watermain construction permit submittals, Township Engineer and staff review of plans, and construction inspection performed by the Township or the Township's duly authorized representative. The fact the Developer has installed the Project at its expense shall not excuse the Developer or any party owning or utilizing lands and premises within the Development served by the Project or any part thereof from being obligated to pay water and sewer rates and charges or any other charges levied by the Township generally against water and/or sanitary sewer customers.

Section 7. **TOWNSHIPS' UTILIZATION OF THE PROJECT.** As and when the Project has been transferred to the Townships pursuant to the Warranty Bill of Sale referred to in Section 4 above, the Project shall become part of the Townships' water and/or sewer system, as the case may be, and may be utilized by the Townships in such manner as the Townships utilize other portions of their water and sewer systems. Without limiting the generality of the preceding sentence, the Townships may connect other water and/or sewer customers to the Project and may also connect water and/or sewer extensions to the Project and connect additional customers to those extensions, all without any obligation to make any payment or reimbursement to the Developer on account of the Developer having constructed the Project at the Developer's expense, unless there is a written agreement to the contrary set forth in the Contract Face Pages or otherwise.

Section 8. **ZONING AND OTHER APPROVALS.** Approval and execution of this Development Contract by the Township does not constitute or imply that the Developer has received or will receive from the Township or any other applicable governmental entity any or all land use, zoning and/or any other approvals from the Township which are required for or applicable to the Development under applicable Township ordinance or law and the Township makes no guarantee to the Developer that any of such approvals will be granted by the Township. The Developer at Developer's sole risk and expense is required to obtain from the Township or other applicable governmental entity all such applicable land use, zoning and/or other approvals for the Development before proceeding with the construction of the Project.

Section 9. **THIRD PARTY BENEFICIARY.** In consideration of the joint ownership by the Townships of the sanitary sewer and water systems located in the Township, the Township of Byron shall be a third-party beneficiary of this Development Contract and entitled to enforce the terms hereof in accordance with applicable law.

Section 10. **DEFINED TERMS.** All capitalized terms not otherwise defined in these Contract Terms shall have the meanings assigned thereto in the Contract Face Pages.

Section 11. **MISCELLANEOUS.** Neither this Contract nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written

consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the Contract Face Pages or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and, with the exception of specified third party beneficiaries, no other person shall have the right to enforce any of the provisions contained herein. No amendment, modification or waiver shall be effective unless in writing and signed by both parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

[END OF CONTRACT TERMS]

PLACE 2077 LIN FT OF 8" SANITARY SEWER
(TOTAL)

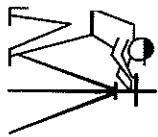
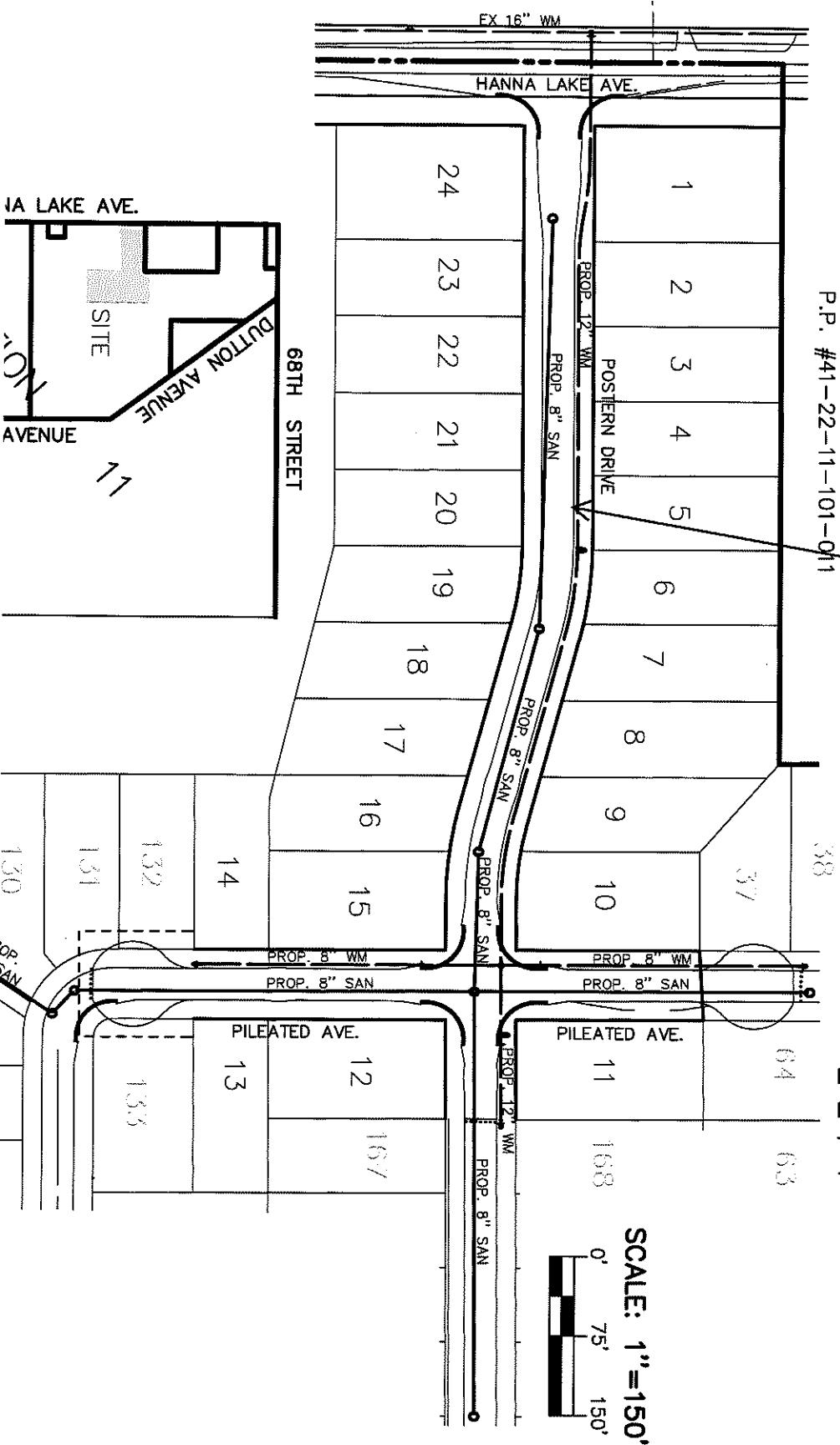
PLACE 560 LIN FT OF 8" WATERMAIN
(TOTAL)

PLACE 1033 LIN FT OF 12" WATERMAIN
(TOTAL)

EXHIBIT "A"

ELIGIBLE FOR OVERSIZING
REIMBURSEMENT

P.P. #41-22-11-101-011



THORNAPPLE FARMS
PHASE 1
DEVELOPMENT CONTRACT MAP
exel engineering inc.
5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI. 49509
PHONE (616) 531-3660



Vriesman
& Korhorn

February 12, 2024
1263

Tracy Lawrence
Water & Sewer Administrator
Gaines Charter Township
8555 Kalamazoo Avenue, SE
Caledonia, MI 49316

RE: Thornapple Farms Phase 2 - Water/Sewer Development Contract

Dear Tracy:

Enclosed is the Water/Sewer Development Contract for Thornapple Farms Phase 2. The Water/Sewer Development Contract details the project of 12 lots which includes the extension of 992 feet of 8-inch sanitary sewer and 546 feet of 8-inch watermain.

Approximately 537 feet of the 8-inch sanitary sewer is eligible for payback should any of the adjacent property owners make connection and pay sewer availability fees to the Township. The maximum amount eligible for payback is \$51,453.34 and the payback arrangements expire 10-years after the sanitary sewer is put into service.

This phase also has frontage on an existing watermain in Hanna Lake Avenue and an Availability fee of \$13,500.00 is due.

The proposed Water/Sewer Development contract has been signed by the Developer. We recommend that the Gaines Charter Township Board of Trustees authorize execution of the contract by the Township.

Thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Vriesman & Korhorn

A handwritten signature in black ink, appearing to read 'Jeff M. Gritter', with a stylized flourish at the end.

Jeffrey M. Gritter, P.E.

JMG/nfb

Encl.

**WATER AND/OR SEWER
DEVELOPMENT CONTRACT**

CONTRACT FACE PAGES

I. PARTIES

A. DEVELOPER (the “Developer”):

Michiana Land Development, LLC Attn: Tom Larabel

2186 E Centre Avenue, Portage, MI 49002

Limited Liability Company

Type of legal entity, i.e. corporation, partnership, limited liability
Company, individual, etc.

B. CHARTER TOWNSHIP OF GAINES (the “Township”),
whose address is: 8555 Kalamazoo Avenue, S.E., Caledonia, MI 49316

II. DESCRIPTION OF DEVELOPER'S DEVELOPMENT (the “Development”).

The Development consists of the following:

THORNAPPLE FARMS PHASE 2 plat development see Exhibit A.

**III. DESCRIPTION OF WATER AND/OR SEWER
EXTENSIONS/IMPROVEMENTS TO BE CONSTRUCTED BY DEVELOPER IN
ACCORDANCE WITH THIS DEVELOPMENT CONTRACT (the “Project”).**

This project includes the following Sanitary sewer:

-455 lin. ft. of 8-inch sanitary sewer in Railtown Road from Hanna Lake Ave. to 455 feet
east of Hanna Lake Avenue.

-537 lin. ft. of 8-inch sanitary sewer Hanna Lake Avenue from 2,784 feet south of the
intersection of Hanna Lake Avenue and 68th Street to 3,321 feet south of the intersection
of Hanna Lake Avenue and 68th Street.

This project includes the following Watermain:

-546 lin. ft. of 8-inch watermain in Railtown Road from Hanna Lake Avenue to 501 feet
east of Hanna Lake Avenue.

**Note: A map showing the location of the Development and the Project, which
separately identifies the water and/or sewer extensions/improvements, must be
attached to this Development Contract.**

IV. **PROJECT COMPLETION DATE** (the “Completion Date”): September 2024

VI. **IRREVOCABLE LETTER OF CREDIT**

A. Required prior to commencement of construction:

YES _____ NO X _____

B. Amount of letter of credit: \$ N/A _____

VI. **WATER AVAILABILITY FEE**

A. Basis of Water Availability: Water availability fee is based on the project's frontage on Hanna Lake Avenue Watermain – 220 feet. The first 120 feet of frontage has a base fee of \$ 6,750.00 and each additional foot is charged \$67.50 per foot.

B. Amount of Water Availability Fee: \$ 13,500.00

C. Payment Terms: The water availability fee shall be paid prior to the issuance of permits for connection to the public water system. The rates are based on the 2024 rates which is subject to change without notice and the current rates will be charged for the date upon which payment is made.

VII. **WATER TRUNKAGE FEE**

A. Basis of Water Trunkage Fee: Residential – One trunkage unit per residential living unit.

B. Amount of Water Trunkage Fee: \$ 760.00 per residential living unit based on 2024 rates which are subject to change without notice. The current rate will be charged based on the date which the application for connection is made.

C. Payment Terms: Due incrementally upon acquisition of a permit to connect a residential building to the public water system (for example: a single living unit building would require a water trunkage fee of \$734.00 before a permit is granted to connect to the water system.

VIII. **WATERMAIN PAYBACK ARRANGEMENTS**

A. Basis of Payback Arrangements for Watermain: N/A

B. Maximum Amount of Watermain Payback Payments to the Developer: N/A

C. Payment Terms: N/A

D. Expiration Date of Payback Arrangements: N/A

- E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

IX. PAYMENT TO THE DEVELOPER FOR OVERSIZING WATERMAIN

- A. Basis of Oversizing payment for Watermain: Not Applicable – Developer is not constructing any oversized watermain as part of the project.
- B. Amount of Watermain Oversizing Payment to the Developer: N/A
- C. Payment Terms: N/A

Note: The payment for oversizing may be funded jointly by the Township of Byron and the Charter Township of Gaines in accordance with a separate cost sharing agreement between the Townships.

X. SEWER AVAILABILITY FEE

- A. Basis of Sewer Availability Fee: Not Applicable – Development does not have existing sewer frontage. Developer is extending 24-inch trunk sewer to serve the project.
- B. Amount of Sewer Availability Fee: \$ N/A
- C. Payment Terms: N/A

XI. SEWER TRUNKAGE FEE

- A. Basis of Sewer Trunkage Fee: Residential – One trunkage unit per residential living unit.
- B. Amount of Sewer Trunkage Fee: \$1,107.00 per residential living unit based on 2024 rates which are subject to change without notice. The current rate will be charged based on the date which the application for connection is made.
- C. Payment Terms: Due incrementally upon acquisition of a permit to connect a residential building to the sewer system (for example: a single living unit building would require a sewer trunkage fee of \$1,107.00 before a permit is granted to connect to the sewer system).

XII. SANITARY SEWER PAYBACK ARRANGEMENTS

- A. Basis of Payback Arrangements for Sanitary Sewer: Approximately 537 lineal feet of 8" sewer is being constructed parallel to and within Hanna Lake Ave. This sewer parallel to and within Hanna Lake Ave will be available for use by parcels 41-22-10-400-010 and 41-22-11-301-006 and 41-22-11-301-007 and is considered eligible for payback. The Township agrees to remit to the Developer the Township Sewer Availability fees which may be imposed under the Township Ordinances and be collected from the two properties with frontage listed above as the Sewer Eligible for Payback. The length of sewer eligible for payback will be based on the Record Plans for the project. See attached Exhibit A – Sewer Payback Map and Exhibit B – Sewer Payback Estimate.
- B. Maximum Amount of Sanitary Sewer Payback Payments to the Developer: \$51,453.34
- C. Payment Terms: The Township agrees to remit to the Developer the Township Sewer Availability fees that may be imposed under the Township Ordinances and be collected in the 10 years after the date of final acceptance and transfer of Ownership to the Township (Warranty Deed and Bill of Sale). Fees so collected shall be remitted to the Developer annually on or around January 1st except in the final year of the payback term in which fees so collected shall be remitted within 30 days after the end date of this Agreement. The Township agrees to use standard Township procedures in collection of the Sewer Availability fees but does not guarantee either the number of parcels that may connect nor the amount of the availability fees that may be collected during the payback period.
- D. Expiration Date of Payback Arrangements: 10 years after the execution of the Warranty Deed and Bill of Sale.
- E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

XIII. PAYMENT TO THE DEVELOPER FOR OVERSIZING SANITARY SEWER

- A. Basis of Oversizing Payment for Sanitary Sewer: N/A
- B. Amount of Oversizing Payment to the Developer: N/A
- C. Payment Terms: N/A

Note: The payment for oversizing may be funded jointly by the Township of Byron and the Charter Township of Gaines in accordance with a separate cost sharing agreement between the Townships.

XIV. PAYMENT OF PROJECT COSTS

Subject to oversizing payments as summarized above, if any, the Developer shall pay all costs of the Project, including without limitation all costs related to construction of the public water main and/or public sewer main, water services, sewer laterals and related improvements and appurtenances, the cost of acquiring necessary interests in land and right of ways, engineering, restoration and replacement, the cost of connecting the Project to the existing water or sewer system, the cost of connecting the Development to the Project and the Permit, Plan Review and Construction Inspection Costs identified in XV below.

XV. PERMIT, PLAN REVIEW, AND CONSTRUCTION INSPECTION COSTS:

In addition to the payment of Project costs and applicable availability fees, trunkage fees and all other rates, charges and costs imposed by applicable Township ordinance, the Developer shall reimburse the Township for costs of (a) sanitary sewer and watermain construction permit submittals, (b) Township Engineer and staff review of plans, and (c) construction inspection performed by the Township or the Township's duly authorized representatives.

XVI. MISCELLANEOUS

The Township agrees to reimburse 100% of the costs of the 6" laterals that are being installed as part of the project that serve parcels at 7242 and 7250 Hanna Lake Ave. See Exhibit A – Project map and Exhibit C for cost summary. The construction cost of these items is \$2,786.50. The township remit payment for these items based on installed quantities and record plan measurements. Payment will be made within 60 days of receiving an invoice from the Developer. The request will be reviewed by the Township Engineer and a recommendation made for payment.

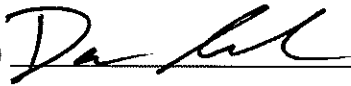
XVII. AGREEMENT OF THE PARTIES:

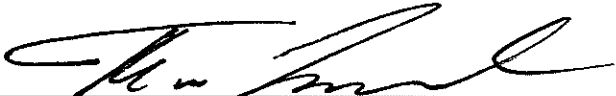
In consideration of the mutual covenants and agreements contained in the attached Contract Terms, the parties mutually agree that the Developer will acquire and construct the Project at Developer's sole expense, that after completion of the Project ownership of the Project shall be transferred by the Developer to the Township in accordance with the Contract Terms, and that all aspects of the acquisition, construction, completion, and transfer of the Project shall be governed by the Contract Terms, attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

DEVELOPER: Michiana Land Development, LLC

(1) 

By: 
Thomas M. Larabel
Its: Vice President

Dated: FEB. 6, 2024

Witnesses:

CHARTER TOWNSHIP OF GAINES:

(1) _____

By: _____

Its: Supervisor

(2) _____

By: _____

Its: Clerk

Dated: _____, 20____

WATER AND/OR SEWER DEVELOPMENT CONTRACT

CONTRACT TERMS

Section 1. **PRECONSTRUCTION MATTERS.** Before commencing construction of the Project, the Developer shall complete all of the following:

(a) Obtain all necessary permits for the installation and construction of the Project from all state and county agencies having jurisdiction and all necessary permission to work in the public right-of-way from the Township, County Road Commission, Michigan Department of Transportation, and other public bodies.

(b) Submit to the Township for approval detailed plans and specifications for the Project prepared by a professional engineer licensed in Michigan. The plans and specifications are to be provided in a format acceptable to the Township. Construction of the Project shall not commence unless and until the Township reviews and approves these plans and specifications in writing. As part of the approval of the plans and specifications, the Township Engineer shall determine the location of the public water main or public sewer, and approve the construction methods and materials used in the construction, including in the case of a public water main extension, the installation of fire hydrant markers. The extension shall cover the entire road or public right of way frontage of the Development to be served by the extension. If the Township requests changes in the plans and specifications for the Project, the Developer agrees to make such changes as shall be requested by the Township provided, however, the Township shall not withhold its approval of the plans and specifications unreasonably and, further, that if Township requirements with respect to the plans and specifications are in conflict with those of the state or any county agency having jurisdiction, the requirements of the state or county agency shall control. The fact that the Township may require higher quality materials or better construction practices than a state or county agency shall not be deemed a conflict and Township requirements shall control. The plans and specifications shall provide for complete restoration to original condition of all paved street surfaces and bicycle paths as well as replacement of all driveways and landscaping disturbed or damaged in the course of the construction of the Project;

(c) Submit to the Township the names of the proposed general contractor and all subcontractors who will be constructing and completing the Project on behalf of the Developer. Construction of the Project shall not commence unless and until the Township has approved in writing the Developer's general contractor and all subcontractors, such approval not to be withheld unreasonably. On request, the Developer shall submit to the Township such additional information concerning the Developer's proposed contractors as the Township shall reasonably request;

(d) Submit to the Township a copy of a proposed written contract between the Developer and its general contractor. The Developer may remove from this contract price information. This contract shall not be signed until approved in writing by the Township. A copy of the final signed contract shall be provided to the Township. This contract shall contain the following provisions: "The construction project to be completed pursuant to this contract

shall be completed in all respects in accordance with the Township's Specifications or the Byron-Gaines Utility Authority Standard Construction Specifications and all revisions thereof (together, the "Specifications"), and all terms and provisions of this contract and all plans and specifications and other documentation incorporated by reference in this contract or applicable to the construction project provided for in this contract shall be subordinate to the provisions of the Specifications. The Township of Byron shall be deemed to be a third party beneficiary of this construction contract and all provisions of the construction contract in favor of the owner and/or the Charter Township of Gaines may be enforced by the Township of Byron; however, the Township of Byron shall not be obligated to enforce any such provisions;" and

(e) Transfer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly (together, the "Townships"), all easements required to construct the Project. All easements shall be in such form and substance as shall be required by the Township. All easements shall be perpetual and shall be at least as wide as required by the Township but no less than twenty (20) feet in width in any event. The Developer shall provide to the Township such proof of title and other title documentation as the Township shall reasonably require in order to verify that the Township is receiving good title to all easements being transferred to the Township by the Developer.

Section 2. **PROJECT CONSTRUCTION.** The Developer shall cause the Project to be constructed in accordance with the approved plans and specifications in a good and workmanlike manner and so as to meet all quality standards and tests which would apply and be conducted if the Township itself constructed and acquired the Project. During construction of the Project, the Township shall have the right, at the cost of the Developer, to undertake with Township employees or third party contractors such inspection of the Project as the Township shall deem appropriate. No change order shall be issued with respect to the approved plans and specifications without prior written approval of the Township, such approval not to be withheld unreasonably.

Section 3. **DEWATERING.** If the Project requires dewatering, the Developer agrees that the Developer alone, at the Developer's sole cost, is responsible for any negative impact caused by Project dewatering including, but without limitation, the drying of lakes, streams, or ponds or the quantity, quality and taste of the well water supply of any lands. No Project shall be transferred to the Township, and the Township will not approve any Project or accept ownership thereof, unless and until the Township is satisfied that all negative impact to well water supplies, or bodies of water, caused by the Project have been fully and satisfactorily corrected. The Township may require written documentation from the owner of lands whose well water supply, or body of water, has been affected by Project dewatering that such land owner is satisfied with his/her/their well water supply, or body of water, if the lands have not been connected to the public water system. In the event of a disagreement between the Township and the Developer as to whether a particular well or body of water has been adversely affected by the Project, the Township's engineer shall make a written determination and this determination shall be final and binding on the Township and the Developer.

Section 4. **COMPLETION OF THE PROJECT.** The Project shall be completed and made available to the Township for final inspection and approval no later than the Completion Date. Upon completion of the Project and after final inspection and written approval by the Township, such approval not to be withheld unreasonably, the Project shall be transferred by the Developer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly, (together the "Townships") pursuant to the Townships standard form Warranty Bill of Sale.

The Township shall not be obligated to approve the Project or accept ownership thereof unless and until the Township is satisfied the Project has been constructed in accordance with the approved plans and specifications and in a good and workmanlike manner and, further, that the Project meets all quality standards and tests which would apply and be conducted if the Township itself acquired and constructed the Project. In addition, the Township shall not be obligated to approve the Project and accept ownership thereof unless and until all of the restoration has been fully completed.

Prior to approval of the Project and acceptance of ownership thereof, the Township shall receive from the Developer such waivers of lien, affidavits and other documentation as the Township shall reasonably deem necessary to be assured that all contractor(s) and all pipe, equipment and other suppliers in connection with the Project have been paid in full and that there are no liens or other unpaid obligations outstanding with respect to the Project.

The Township also reserves the right to require, prior to approval of the Township and acceptance of ownership thereof and at the cost of the Developer, a written opinion from the Developer's consulting engineer that the Project has been constructed and completed in accordance with the approved plans and specifications.

If the Contract Face Pages require that the Developer provide an irrevocable letter of credit prior to commencement of construction in order to guarantee completion of the Project by the Completion Date, this irrevocable letter of credit shall be issued by a bank having an office in Kent County in favor of the Township in the amount shown on the Contract Face Pages. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

The Project shall not be connected to the Township's sewer and/or water systems unless and until the Township has completed its final inspection and approved the Project in writing. If the Developer desires to connect the Project to the water and/or sewer systems in advance of this final inspection and written approval, the Developer shall provide to the Township an irrevocable letter of credit issued by a bank having an office in Kent County in favor of the Township in such amount as the Township shall reasonably determine is necessary to pay all costs and expenses related to completing the Project. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

No portion of the Development shall be connected to the Project until the Project has been approved by the Township and the ownership of the Project has been dedicated and conveyed jointly to the Charter Township of Gaines and the Township of Byron in the manner provided by these Contract Terms.

The Developer shall cooperate with the Township at all times, whether before or after the conveyance of the Project to the Township, and to the fullest extent with all Project contract and warranty claims deemed necessary by the Township to be made or filed against the Developer's contractor.

If the Project is not completed by the Completion Date, the Township shall have the right to complete the Project at the Developer's expense and to pay the full cost of such completion by making a draw or draws against the Developer's letter of credit. The Developer shall reimburse the Township for all costs incurred in completing the Project including, but without limitation, engineering, third party contractors and the charges of Township personnel necessary to supervise the completion of the Project. To the extent the Township costs to complete the Project are not fully paid by a draw or draws on a letter of credit, the Developer shall pay such amounts to the Township on demand. Amounts not paid on demand shall bear interest at a rate of 1% per month or fraction of a month that the amount remains unpaid.

Section 5. **INSURANCE.** Beginning as and when construction of the Project is commenced, and continuing at all times while the Project or any part thereof is under construction, the Developer and/or its contractor(s) shall continuously carry and maintain the same insurance coverage which is routinely required by the Township with respect to the construction of its own water and sewer projects. The Charter Township of Gaines, the Township of Byron and their respective Township Board members, officers, agents, employees and Township engineers (together, the "Additional Insured's") shall all be named as additional insured under such insurance, and such insurance shall also provide that it is the primary source of coverage for all such parties named as additional insured's with respect to the Project and the acts of omission of the Developer and its contractor(s) related thereto.

Certificate(s) evidencing the acquisition of all insurance required by this section and that such insurance is in full force and effect shall be deposited with the Township before construction of the Project is commenced. The Developer shall furnish, or cause to be furnished, upon request of the Township, certified copies of all policies required pursuant to this section as well as all amendments and renewals. All insurance policies required pursuant to this section shall contain a provision that they are non-cancelable and not subject to material modification by the insurer except upon 30 days' prior written notice to the Township. At least 30 days prior to the expiration or cancellation of any such insurance policy, there shall be furnished to the Township evidence satisfactory to it that the policy has been renewed or replaced by another policy. Construction of the Project shall not commence unless and until the Township has approved the insurance required to be provided by the Developer and its contractor(s) pursuant to this section in writing, such approval not be withheld unreasonably.

With respect to the Project, the Developer agrees to indemnify the Townships and all of the other Additional Insured's named in the first paragraph of this section, from and against any and all claims, costs, actions, causes of action, liability, judgments, losses, or expenses (including reasonable attorney's fees and other expense of defense) resulting from or caused by the acts or omissions of Developer or its contractor(s) in acquiring, constructing and completing the Project or with respect to the legal title to the Project, including all necessary easements, rights of way and interests in land required for the Project.

Section 6. **CONNECTION CHARGES/RATES.** The Developer shall pay all availability fees and trunkage fees in the amounts and in the manner set forth on the Contract Face Pages. The Developer shall pay all rates and charges imposed by the Township pursuant to the applicable rate ordinance or rate resolution with respect to the Project on such terms and provisions as are provided in that rate ordinance or rate resolution. The Township shall be entitled to establish such water rates and/or sewer usage rates as the Township deems appropriate. The Developer will reimburse the Township for the costs of sanitary sewer and watermain construction permit submittals, Township Engineer and staff review of plans, and construction inspection performed by the Township or the Township's duly authorized representative. The fact the Developer has installed the Project at its expense shall not excuse the Developer or any party owning or utilizing lands and premises within the Development served by the Project or any part thereof from being obligated to pay water and sewer rates and charges or any other charges levied by the Township generally against water and/or sanitary sewer customers.

Section 7. **TOWNSHIPS' UTILIZATION OF THE PROJECT.** As and when the Project has been transferred to the Townships pursuant to the Warranty Bill of Sale referred to in Section 4 above, the Project shall become part of the Townships' water and/or sewer system, as the case may be, and may be utilized by the Townships in such manner as the Townships utilize other portions of their water and sewer systems. Without limiting the generality of the preceding sentence, the Townships may connect other water and/or sewer customers to the Project and may also connect water and/or sewer extensions to the Project and connect additional customers to those extensions, all without any obligation to make any payment or reimbursement to the Developer on account of the Developer having constructed the Project at the Developer's expense, unless there is a written agreement to the contrary set forth in the Contract Face Pages or otherwise.

Section 8. **ZONING AND OTHER APPROVALS.** Approval and execution of this Development Contract by the Township does not constitute or imply that the Developer has received or will receive from the Township or any other applicable governmental entity any or all land use, zoning and/or any other approvals from the Township which are required for or applicable to the Development under applicable Township ordinance or law and the Township makes no guarantee to the Developer that any of such approvals will be granted by the Township. The Developer at Developer's sole risk and expense is required to obtain from the Township or other applicable governmental entity all such applicable land use, zoning and/or other approvals for the Development before proceeding with the construction of the Project.

Section 9. **THIRD PARTY BENEFICIARY.** In consideration of the joint ownership by the Townships of the sanitary sewer and water systems located in the Township, the Township of Byron shall be a third-party beneficiary of this Development Contract and entitled to enforce the terms hereof in accordance with applicable law.

Section 10. **DEFINED TERMS.** All capitalized terms not otherwise defined in these Contract Terms shall have the meanings assigned thereto in the Contract Face Pages.

Section 11. **MISCELLANEOUS.** Neither this Contract nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written

consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the Contract Face Pages or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and, with the exception of specified third party beneficiaries, no other person shall have the right to enforce any of the provisions contained herein. No amendment, modification or waiver shall be effective unless in writing and signed by both parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

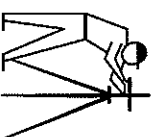
[END OF CONTRACT TERMS]

Document2

PLACE 992 LIN FT OF 8" SANITARY SEWER
(TOTAL)
PLACE 546 LIN FT OF 8" WATERMAIN
(TOTAL)

EXHIBIT "A"

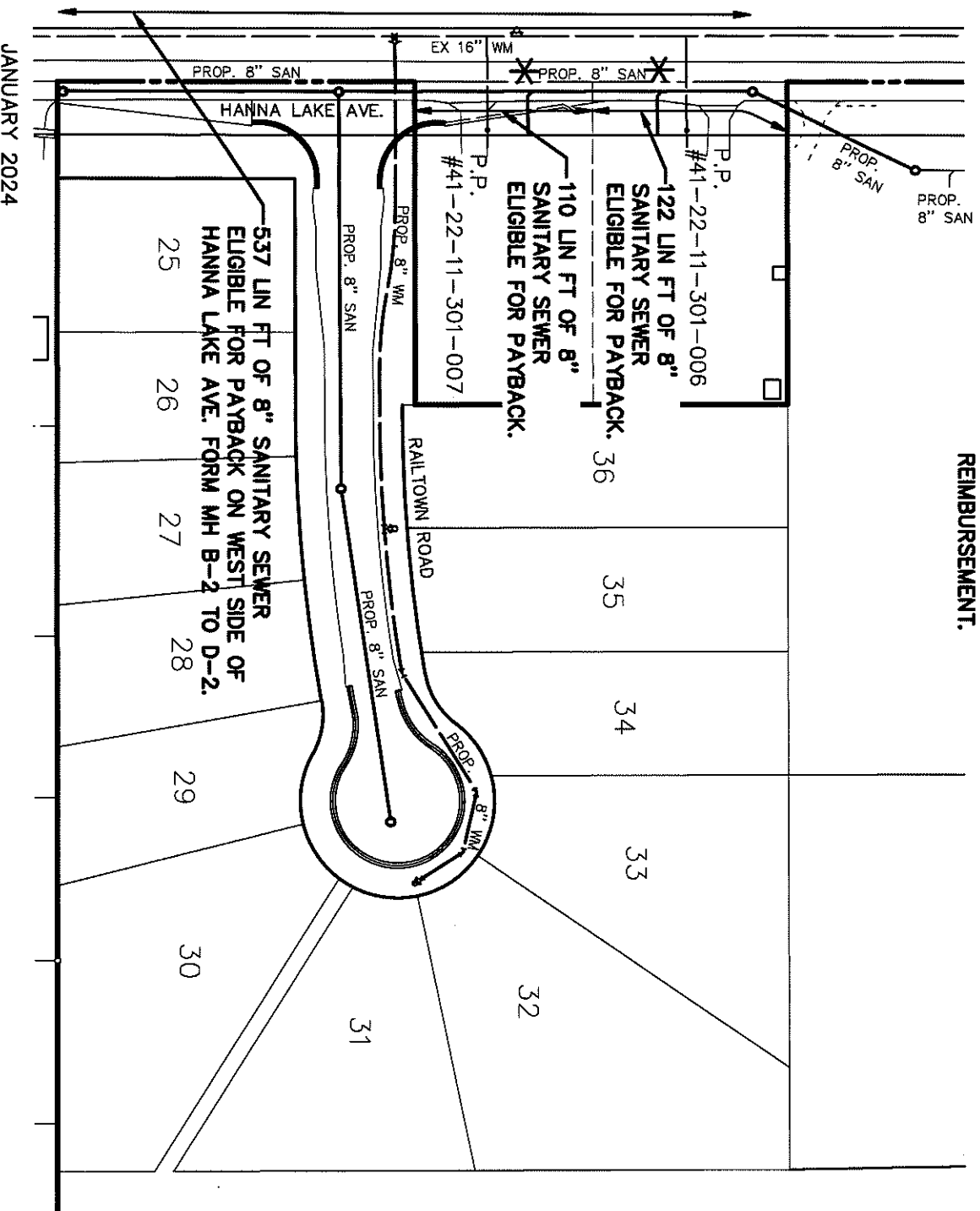
* TWO 6" SANITARY SEWER
LATERALS ELIGIBLE FOR
REIMBURSEMENT.



THORNAPPLE FARMS
PHASE 2
DEVELOPMENT CONTRACT MAP

exxel engineering inc.

5252 CLYDE PARK SW • GRAND RAPIDS, MI. 49509
PHONE (616) 531-3660



JANUARY 2024

SCALE: 1"=100'

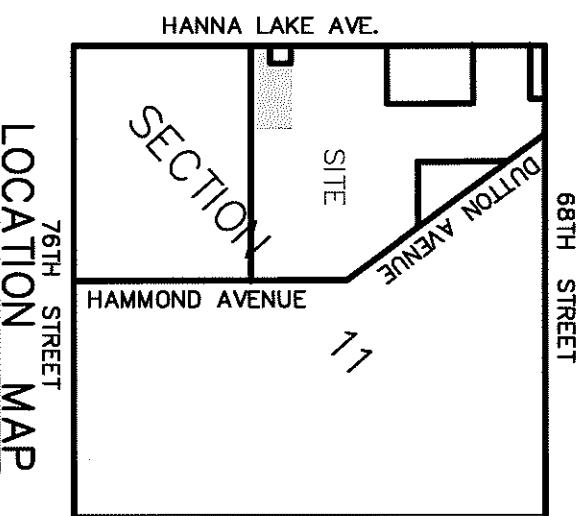
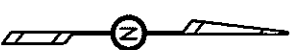


Exhibit B - Sanitary Sewer Payback Estimate
Thornapple Farms Phase 2
12 Lots
Gaines Township, Kent County, Michigan

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A. SANITARY SEWER ITEMS - MANHOLE B-2 TO D-2					
1.	Core and Boot Existing Manhole for 8" Connection	1	EACH	\$ 1,240.43	\$ 1,240.43
2.	Furnish & Place 8" PVC SDR 26 including sand backfill where required	537	LFT	\$ 51.59	\$ 27,703.83
3.	Furnish & Place 4' Sanitary Manhole	3	EACH	\$ 4,156.99	\$ 12,470.97
4.	Furnish and Place Dewatering Measures for Sanitary Sewer Installation	1	LSUM	\$ 21,072.35	\$ 21,072.35
TOTAL SANITARY SEWER ITEMS:					\$ 62,487.58
TOTAL WITH 15% MARKUP					\$ 71,860.72
COST PER LINEAL FOOT:					\$ 133.82
COST PER LINEAL FOOT AT 50%					\$ 66.91
ELIGIBLE STREET FRONTAGE (LIN FT):					769
MAXIMUM POTENTIAL PAYBACK USING 50% RATE					\$ 51,453.34

Exhibit C - Sanitary Sewer Lateral Reimbursement
Thornapple Farms Phase 2
12 Lots
Gaines Township, Kent County, Michigan

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
A. SANITARY SEWER ITEMS					
1.	Furnish & Place 6" Sanitary Lateral to 7242 Hanna Lake Ave including sand backfill where required	1	EACH	\$ 1,211.52	\$ 1,211.52
2.	Furnish & Place 6" Sanitary Lateral to 7250 Hanna Lake Ave including sand backfill where required	1	EACH	\$ 1,211.52	\$ 1,211.52
TOTAL SANITARY SEWER ITEMS:					\$ 2,423.04
TOTAL WITH 15% MARKUP					\$ 2,786.50



Vriesman
& Korhorn

February 12, 2024
1252

Tracy Lawrence
Water & Sewer Administrator
Gaines Charter Township
8555 Kalamazoo Avenue, SE
Caledonia, MI 49316

RE: Thornapple Farms Trunk Sewer - Water/Sewer Development Contract

Dear Tracy:

Enclosed is the Water/Sewer Development Contract for Thornapple Farms Trunk Sewer. The Water/Sewer Development Contract details the project which includes the extension of 1,905 feet of 24-inch sanitary sewer and 226 feet of 8-inch sanitary sewer. No watermain improvements are included in the Development Contract.

A portion of the trunk sewer west of Hanna Lake Avenue is eligible for payback should any adjacent property owners make connection and pay sewer availability fees to the Township. The trunk sewer, when complete, will cross two parcels and based on the frontage of these two parcels the maximum amount of payback that the Developer is eligible for is \$298,147.69. Payback arrangements expire 10-years after the sanitary sewer is put into service.

Also, the trunk sewer is eligible for oversizing payment which is estimated to be \$307,980.05. The oversizing payment will be based on installed quantities and the bid pricing provided for the project.

The proposed Water/Sewer Development contract has been signed by the Developer. We recommend that the Gaines Charter Township Board of Trustees authorize execution of the contract by the Township.

Thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Vriesman & Korhorn

A handwritten signature in black ink, appearing to read 'Jeff M. Gritter', with a stylized flourish at the end.

Jeffrey M. Gritter, P.E.

JMG/nfb

Encl.

**WATER AND/OR SEWER
DEVELOPMENT CONTRACT**

CONTRACT FACE PAGES

I. PARTIES

A. DEVELOPER (the “Developer”):

Michiana Land Development, LLC Attn: Tom Larabel

2186 E Centre Avenue, Portage, MI 49002

Limited Liability Company

Type of legal entity, i.e. corporation, partnership, limited liability
Company, individual, etc.

**B. CHARTER TOWNSHIP OF GAINES (the “Township”),
whose address is: 8555 Kalamazoo Avenue, S.E., Caledonia, MI 49316**

II. DESCRIPTION OF DEVELOPER'S DEVELOPMENT (the “Development”).

The Development consists of the following:

Public trunk sewer extension to serve the Thornapple Farms development. The trunk sewer will be extended in the future to serve areas east of the Thornapple Farms development. The Developer of Thornapple Farms is responsible; in coordination with the Township, for that portion of the trunk sewer that is on their property.

**III. DESCRIPTION OF WATER AND/OR SEWER
EXTENSIONS/IMPROVEMENTS TO BE CONSTRUCTED BY DEVELOPER IN
ACCORDANCE WITH THIS DEVELOPMENT CONTRACT (the “Project”).**

This project includes the following Sanitary sewer:

-1,905 lin. ft. of 24-inch trunk sanitary sewer in public easement from 792 feet west of Hanna Lake Ave. to 730 feet east of Hanna Lake Ave.

-226 lin. ft. of 8-inch sanitary sewer in public utility easement from 2,558 feet south of the intersection of Hanna Lake Ave. and 68th St. to 2,784 feet south of the intersection of Hanna Lake Ave. and 68th St.

Note: A map showing the location of the Development and the Project, which separately identifies the water and/or sewer extensions/improvements, must be attached to this Development Contract.

IV. **PROJECT COMPLETION DATE** (the “Completion Date”): July 2024

V. **IRREVOCABLE LETTER OF CREDIT**

A. Required prior to commencement of construction:

YES _____ NO X

B. Amount of letter of credit: \$ N/A

VI. **WATER AVAILABILITY FEE**

A. Basis of Water Availability: N/A – No watermain is being constructed as part of this project

B. Amount of Water Availability Fee: \$ N/A

C. Payment Terms: N/A

VII. **WATER TRUNKAGE FEE**

A. Basis of Water Trunkage Fee: N/A

B. Amount of Water Trunkage Fee: \$ N/A

C. Payment Terms: N/A

VIII. **WATERMAIN PAYBACK ARRANGEMENTS**

A. Basis of Payback Arrangements for Watermain: N/A

B. Maximum Amount of Watermain Payback Payments to the Developer:
\$ N/A

C. Payment Terms: N/A

D. Expiration Date of Payback Arrangements: N/A

E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

IX. **PAYMENT TO THE DEVELOPER FOR OVERSIZING WATERMAIN**

A. Basis of Oversizing Payment for Watermain: N/A

B. Amount of Oversizing Payment to the Developer: \$ N/A

C. Payment Terms: N/A

Note: The payment for oversizing may be funded jointly by the Township of Byron and the Charter Township of Gaines in accordance with a separate cost sharing agreement between the Townships.

X. SEWER AVAILABILITY FEE

A. Basis of Sewer Availability Fee: N/A - Developer is extending sanitary trunk sewer from the existing sanitary trunk sewer located approximately 796-feet west of Hanna Lake Avenue and approximately 40 ft south of the south property line of 7043 Glen Creek Drive in an existing public utility easement (Liber 4443 Pg 721) to 792-feet east of Hanna Lake Avenue to provide public sewer service to the Development known as Thornapple Farms. No sewer availability fees are due from the Developer for the project to extend the sanitary trunk sewer as described in this document.

The properties owned by the Developer at 3316 68th Street, SE and 7307 Hammond Avenue, SE (PPN 41-22-11-101-012 & 41-22-11-176-002) and the availability fee associated with the frontage along Hanna Lake/Dutton/Hammond Avenue will be reviewed and calculated based on the requirements of the Township's Water/Sewer Ordinance and the phase of the Thornapple Farms development that is being constructed.

B. Amount of Sewer Availability Fee: \$ N/A

C. Payment Terms: N/A

XI. SEWER TRUNKAGE FEE

A. Basis of Sewer Trunkage Fee: N/A – trunkage fees are not associated with the extension of the 24-inch sanitary trunk sewer. The sewer trunkage fees associated with the Thornapple Farms development and construction of residential units will be reviewed, calculated, and documented based on the requirements of the Township's Water/Sewer Ordinance and the phase of the Thornapple Farms development that is being constructed.

B. Amount of Sewer Trunkage Fee: \$ N/A

B. Payment Terms: N/A

XII. SANITARY SEWER PAYBACK ARRANGEMENTS

- A. Basis of Payback Arrangements for Sanitary Sewer: As part of the Trunk Sewer Project, the Developer is constructing approximately 1,126 lineal feet of 24" trunk sewer west of Hanna Lake Avenue. Approximately 772 lineal feet of the construction of the trunk sewer is taking place on PPN 41-22-10-276-003 and approximately 369 feet of the trunk sewer construction is taking place on parcel 41-22-10-400-010. The Township agrees to remit to the Developer the Township Sewer Availability fees which may be imposed under the Township Ordinances and be collected from the two properties with frontage listed above as the Sewer Eligible for Payback. The length of sewer eligible for payback will be based on the Record Plans for the project. See attached Exhibit A – Sewer Payback Map and Exhibit B – Sewer Payback Estimate.
- B. Maximum Amount of Sanitary Sewer Payback Payments to the Developer: \$298,147.69
- C. Payment Terms: The Township agrees to remit to the Developer the Township Sewer Availability fees that may be imposed under the Township Ordinances and be collected in the 10 years after the date of final acceptance and transfer of Ownership to the Township (Warranty Deed and Bill of Sale). Fees so collected shall be remitted to the Developer annually on or around January 1st except in the final year of the payback term in which fees so collected shall be remitted within 30 days after the end date of this Agreement. The Township agrees to use standard Township procedures in collection of the Sewer Availability fees but does not guarantee either the number of parcels that may connect nor the amount of the availability fees that may be collected during the payback period.
- D. Expiration Date of Payback Arrangements: 10 years after the execution of the Warranty Deed and Bill of Sale.
- E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

XIII. PAYMENT TO THE DEVELOPER FOR OVERSIZING SANITARY SEWER

- A. Basis of Oversizing Payment for Sanitary Sewer: The oversizing payment is based on the cost difference between the construction of a 24-inch sanitary sewer and the construction of an 8-inch sanitary sewer. The Developer shall provide a copy of the bid prices received for the project for the Township to review.
- B. Amount of Oversizing Payment to the Developer: Estimated to be \$307,980.05. The actual amount will be based on competitively bid unit prices for 24-inch and 8-inch sanitary sewer construction, measured and installed quantities, and record

plan measurements. See attached Exhibit A – Sewer Oversizing Map and Exhibit C for bid unit prices.

- C. Payment Terms: A written request shall be made by the Developer's engineer after the sewer has been installed and approved for use. The request will be reviewed by the Township engineer, and a recommendation will be made for the payment amount. The request shall be accompanied by a tabulation of installed quantities and as-built record plans.

Note: The payment for oversizing may be funded jointly by the Township of Byron and the Charter Township of Gaines in accordance with a separate cost sharing agreement between the Townships.

XIV. PAYMENT OF PROJECT COSTS

Subject to oversizing payments as summarized above, if any, the Developer shall pay all costs of the Project, including without limitation all costs related to construction of the public water main and/or public sewer main, water services, sewer laterals and related improvements and appurtenances, the cost of acquiring necessary interests in land and right of ways, engineering, restoration and replacement, the cost of connecting the Project to the existing water or sewer system, the cost of connecting the Development to the Project and the Permit, Plan Review and Construction Inspection Costs identified in XV below.

XV. PERMIT, PLAN REVIEW, AND CONSTRUCTION INSPECTION COSTS:

In addition to the payment of Project costs and applicable availability fees, trunkage fees and all other rates, charges and costs imposed by applicable Township ordinance, the Developer shall reimburse the Township for costs of (a) sanitary sewer and watermain construction permit submittals, (b) Township Engineer and staff review of plans, and (c) construction inspection performed by the Township or the Township's duly authorized representatives.

XVI. MISCELLANEOUS

N/A

XVII. AGREEMENT OF THE PARTIES:

In consideration of the mutual covenants and agreements contained in the attached Contract Terms, the parties mutually agree that the Developer will acquire and construct the Project at Developer's sole expense, that after completion of the Project ownership of the Project shall be transferred by the Developer to the Township in accordance with the

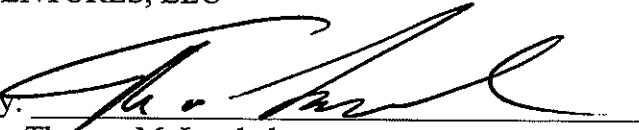
Contract Terms, and that all aspects of the acquisition, construction, completion, and transfer of the Project shall be governed by the Contract Terms, attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

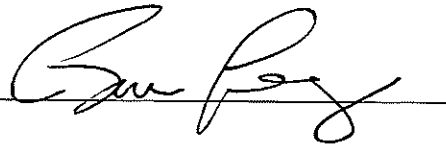
Witnesses:

DEVELOPER: GREEN DEVELOPMENT
VENTURES, LLC

(1) 

By: 
Thomas M. Larabel

Its: Vice President

(2) 

Dated: FEB. 6, 2024

Witnesses:

CHARTER TOWNSHIP OF GAINES:

(1) _____

By: _____

Its: Supervisor

(2) _____

By: _____

Its: Clerk

Dated: _____, 2024

WATER AND/OR SEWER DEVELOPMENT CONTRACT

CONTRACT TERMS

Section 1. **PRECONSTRUCTION MATTERS.** Before commencing construction of the Project, the Developer shall complete all of the following:

(a) Obtain all necessary permits for the installation and construction of the Project from all state and county agencies having jurisdiction and all necessary permission to work in the public right-of-way from the Township, County Road Commission, Michigan Department of Transportation, and other public bodies.

(b) Submit to the Township for approval detailed plans and specifications for the Project prepared by a professional engineer licensed in Michigan. The plans and specifications are to be provided in a format acceptable to the Township. Construction of the Project shall not commence unless and until the Township reviews and approves these plans and specifications in writing. As part of the approval of the plans and specifications, the Township Engineer shall determine the location of the public water main or public sewer, and approve the construction methods and materials used in the construction, including in the case of a public water main extension, the installation of fire hydrant markers. The extension shall cover the entire road or public right of way frontage of the Development to be served by the extension. If the Township requests changes in the plans and specifications for the Project, the Developer agrees to make such changes as shall be requested by the Township provided, however, the Township shall not withhold its approval of the plans and specifications unreasonably and, further, that if Township requirements with respect to the plans and specifications are in conflict with those of the state or any county agency having jurisdiction, the requirements of the state or county agency shall control. The fact that the Township may require higher quality materials or better construction practices than a state or county agency shall not be deemed a conflict and Township requirements shall control. The plans and specifications shall provide for complete restoration to original condition of all paved street surfaces and bicycle paths as well as replacement of all driveways and landscaping disturbed or damaged in the course of the construction of the Project;

(c) Submit to the Township the names of the proposed general contractor and all subcontractors who will be constructing and completing the Project on behalf of the Developer. Construction of the Project shall not commence unless and until the Township has approved in writing the Developer's general contractor and all subcontractors, such approval not to be withheld unreasonably. On request, the Developer shall submit to the Township such additional information concerning the Developer's proposed contractors as the Township shall reasonably request;

(d) Submit to the Township a copy of a proposed written contract between the Developer and its general contractor. The Developer may remove from this contract price

information. This contract shall not be signed until approved in writing by the Township. A copy of the final signed contract shall be provided to the Township. This contract shall contain the following provisions: "The construction project to be completed pursuant to this contract shall be completed in all respects in accordance with the Township's Specifications or the Byron-Gaines Utility Authority Standard Construction Specifications and all revisions thereof (together, the "Specifications"), and all terms and provisions of this contract and all plans and specifications and other documentation incorporated by reference in this contract or applicable to the construction project provided for in this contract shall be subordinate to the provisions of the Specifications. The Township of Byron shall be deemed to be a third party beneficiary of this construction contract and all provisions of the construction contract in favor of the owner and/or the Charter Township of Gaines may be enforced by the Township of Byron; however, the Township of Byron shall not be obligated to enforce any such provisions;" and

(e) Transfer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly (together, the "Townships"), all easements required to construct the Project. All easements shall be in such form and substance as shall be required by the Township. All easements shall be perpetual and shall be at least as wide as required by the Township but no less than twenty (20) feet in width in any event. The Developer shall provide to the Township such proof of title and other title documentation as the Township shall reasonably require in order to verify that the Township is receiving good title to all easements being transferred to the Township by the Developer.

Section 2. **PROJECT CONSTRUCTION.** The Developer shall cause the Project to be constructed in accordance with the approved plans and specifications in a good and workmanlike manner and so as to meet all quality standards and tests which would apply and be conducted if the Township itself constructed and acquired the Project. During construction of the Project, the Township shall have the right, at the cost of the Developer, to undertake with Township employees or third party contractors such inspection of the Project as the Township shall deem appropriate. No change order shall be issued with respect to the approved plans and specifications without prior written approval of the Township, such approval not to be withheld unreasonably.

Section 3. **DEWATERING.** If the Project requires dewatering, the Developer agrees that the Developer alone, at the Developer's sole cost, is responsible for any negative impact caused by Project dewatering including, but without limitation, the drying of lakes, streams, or ponds or the quantity, quality and taste of the well water supply of any lands. No Project shall be transferred to the Township, and the Township will not approve any Project or accept ownership thereof, unless and until the Township is satisfied that all negative impact to well water supplies, or bodies of water, caused by the Project have been fully and satisfactorily corrected. The Township may require written documentation from the owner of lands whose well water supply, or body of water, has been affected by Project dewatering that such land owner is satisfied with his/her/their well water supply, or body of water, if the lands have not been connected to the public water system. In the event of a disagreement between the Township and the Developer as to whether a particular well or body of water has been adversely affected by the Project, the Township's engineer shall make a written determination and this determination shall be final and binding on the Township and the Developer.

Section 4. **COMPLETION OF THE PROJECT.** The Project shall be completed and made available to the Township for final inspection and approval no later than the Completion Date. Upon completion of the Project and after final inspection and written approval by the Township, such approval not to be withheld unreasonably, the Project shall be transferred by the Developer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly, (together the "Townships") pursuant to the Townships standard form Warranty Bill of Sale.

The Township shall not be obligated to approve the Project or accept ownership thereof unless and until the Township is satisfied the Project has been constructed in accordance with the approved plans and specifications and in a good and workmanlike manner and, further, that the Project meets all quality standards and tests which would apply and be conducted if the Township itself acquired and constructed the Project. In addition, the Township shall not be obligated to approve the Project and accept ownership thereof unless and until all of the restoration has been fully completed.

Prior to approval of the Project and acceptance of ownership thereof, the Township shall receive from the Developer such waivers of lien, affidavits and other documentation as the Township shall reasonably deem necessary to be assured that all contractor(s) and all pipe, equipment and other suppliers in connection with the Project have been paid in full and that there are no liens or other unpaid obligations outstanding with respect to the Project.

The Township also reserves the right to require, prior to approval of the Township and acceptance of ownership thereof and at the cost of the Developer, a written opinion from the Developer's consulting engineer that the Project has been constructed and completed in accordance with the approved plans and specifications.

If the Contract Face Pages require that the Developer provide an irrevocable letter of credit prior to commencement of construction in order to guarantee completion of the Project by the Completion Date, this irrevocable letter of credit shall be issued by a bank having an office in Kent County in favor of the Township in the amount shown on the Contract Face Pages. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

The Project shall not be connected to the Township's sewer and/or water systems unless and until the Township has completed its final inspection and approved the Project in writing. If the Developer desires to connect the Project to the water and/or sewer systems in advance of this final inspection and written approval, the Developer shall provide to the Township an irrevocable letter of credit issued by a bank having an office in Kent County in favor of the Township in such amount as the Township shall reasonably determine is necessary to pay all costs and expenses related to completing the Project. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

No portion of the Development shall be connected to the Project until the Project has been approved by the Township and the ownership of the Project has been dedicated and conveyed jointly to the Charter Township of Gaines and the Township of Byron in the manner provided by these Contract Terms.

The Developer shall cooperate with the Township at all times, whether before or after the conveyance of the Project to the Township, and to the fullest extent with all Project contract and warranty claims deemed necessary by the Township to be made or filed against the Developer's contractor.

If the Project is not completed by the Completion Date, the Township shall have the right to complete the Project at the Developer's expense and to pay the full cost of such completion by making a draw or draws against the Developer's letter of credit. The Developer shall reimburse the Township for all costs incurred in completing the Project including, but without limitation, engineering, third party contractors and the charges of Township personnel necessary to supervise the completion of the Project. To the extent the Township costs to complete the Project are not fully paid by a draw or draws on a letter of credit, the Developer shall pay such amounts to the Township on demand. Amounts not paid on demand shall bear interest at a rate of 1% per month or fraction of a month that the amount remains unpaid.

Section 5. **INSURANCE**. Beginning as and when construction of the Project is commenced, and continuing at all times while the Project or any part thereof is under construction, the Developer and/or its contractor(s) shall continuously carry and maintain the same insurance coverage which is routinely required by the Township with respect to the construction of its own water and sewer projects. The Charter Township of Gaines, the Township of Byron and their respective Township Board members, officers, agents, employees and Township engineers (together, the "Additional Insured's") shall all be named as additional insured under such insurance, and such insurance shall also provide that it is the primary source of coverage for all such parties named as additional insured's with respect to the Project and the acts of omission of the Developer and its contractor(s) related thereto.

Certificate(s) evidencing the acquisition of all insurance required by this section and that such insurance is in full force and effect shall be deposited with the Township before construction of the Project is commenced. The Developer shall furnish, or cause to be furnished, upon request of the Township, certified copies of all policies required pursuant to this section as well as all amendments and renewals. All insurance policies required pursuant to this section shall contain a provision that they are non-cancelable and not subject to material modification by the insurer except upon 30 days' prior written notice to the Township. At least 30 days prior to the expiration or cancellation of any such insurance policy, there shall be furnished to the Township evidence satisfactory to it that the policy has been renewed or replaced by another policy. Construction of the Project shall not commence unless and until the Township has approved the insurance required to be provided by the Developer and its contractor(s) pursuant to this section in writing, such approval not be withheld unreasonably.

With respect to the Project, the Developer agrees to indemnify the Townships and all of the other Additional Insured's named in the first paragraph of this section, from and against any and all claims, costs, actions, causes of action, liability, judgments, losses, or expenses (including reasonable attorney's fees and other expense of defense) resulting from or caused by the acts or omissions of Developer or its contractor(s) in acquiring, constructing and completing the Project or with respect to the legal title to the Project, including all necessary easements, rights of way and interests in land required for the Project.

Section 6. **CONNECTION CHARGES/RATES.** The Developer shall pay all availability fees and trunkage fees in the amounts and in the manner set forth on the Contract Face Pages. The Developer shall pay all rates and charges imposed by the Township pursuant to the applicable rate ordinance or rate resolution with respect to the Project on such terms and provisions as are provided in that rate ordinance or rate resolution. The Township shall be entitled to establish such water rates and/or sewer usage rates as the Township deems appropriate. The Developer will reimburse the Township for the costs of sanitary sewer and watermain construction permit submittals, Township Engineer and staff review of plans, and construction inspection performed by the Township or the Township's duly authorized representative. The fact the Developer has installed the Project at its expense shall not excuse the Developer or any party owning or utilizing lands and premises within the Development served by the Project or any part thereof from being obligated to pay water and sewer rates and charges or any other charges levied by the Township generally against water and/or sanitary sewer customers.

Section 7. **TOWNSHIPS' UTILIZATION OF THE PROJECT.** As and when the Project has been transferred to the Townships pursuant to the Warranty Bill of Sale referred to in Section 4 above, the Project shall become part of the Townships' water and/or sewer system, as the case may be, and may be utilized by the Townships in such manner as the Townships utilize other portions of their water and sewer systems. Without limiting the generality of the preceding sentence, the Townships may connect other water and/or sewer customers to the Project and may also connect water and/or sewer extensions to the Project and connect additional customers to those extensions, all without any obligation to make any payment or reimbursement to the Developer on account of the Developer having constructed the Project at the Developer's expense, unless there is a written agreement to the contrary set forth in the Contract Face Pages or otherwise.

Section 8. **ZONING AND OTHER APPROVALS.** Approval and execution of this Development Contract by the Township does not constitute or imply that the Developer has received or will receive from the Township or any other applicable governmental entity any or all land use, zoning and/or any other approvals from the Township which are required for or applicable to the Development under applicable Township ordinance or law and the Township makes no guarantee to the Developer that any of such approvals will be granted by the Township. The Developer at Developer's sole risk and expense is required to obtain from the Township or other applicable governmental entity all such applicable land use, zoning and/or other approvals for the Development before proceeding with the construction of the Project.

Section 9. **THIRD PARTY BENEFICIARY.** In consideration of the joint ownership by the Townships of the sanitary sewer and water systems located in the Township, the Township of Byron shall be a third-party beneficiary of this Development Contract and entitled to enforce the terms hereof in accordance with applicable law.

Section 10. **DEFINED TERMS.** All capitalized terms not otherwise defined in these Contract Terms shall have the meanings assigned thereto in the Contract Face Pages.

Section 11. **MISCELLANEOUS.** Neither this Contract nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written

consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the Contract Face Pages or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and, with the exception of specified third party beneficiaries, no other person shall have the right to enforce any of the provisions contained herein. No amendment, modification or waiver shall be effective unless in writing and signed by both parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

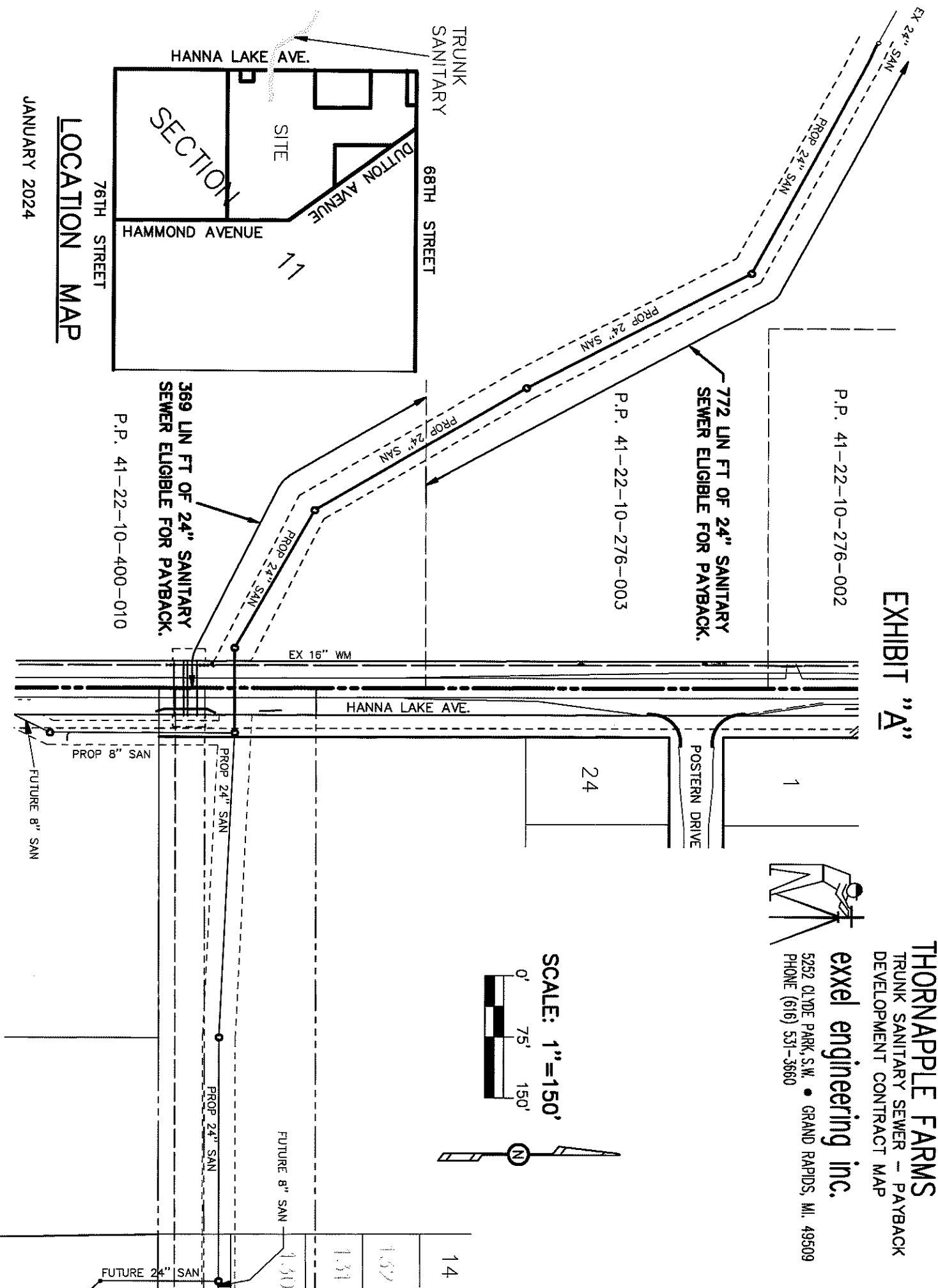
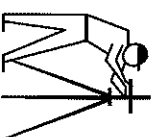
[END OF CONTRACT TERMS]

EXHIBIT "A"

THORNAPPLE FARMS
TRUNK SANITARY SEWER - PAYBACK
DEVELOPMENT CONTRACT MAP

exxel engineering inc.

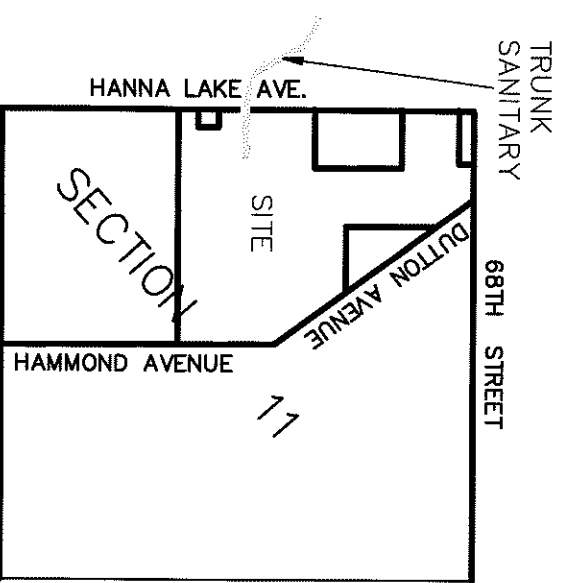
5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI. 49509
PHONE (616) 531-3660



SCALE: 1"=150'



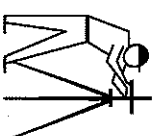
LOCATION MAP



JANUARY 2024

EXHIBIT "A"

THORNAPPLE FARMS
TRUNK SANITARY SEWER – OFFSITE
DEVELOPMENT CONTRACT MAP

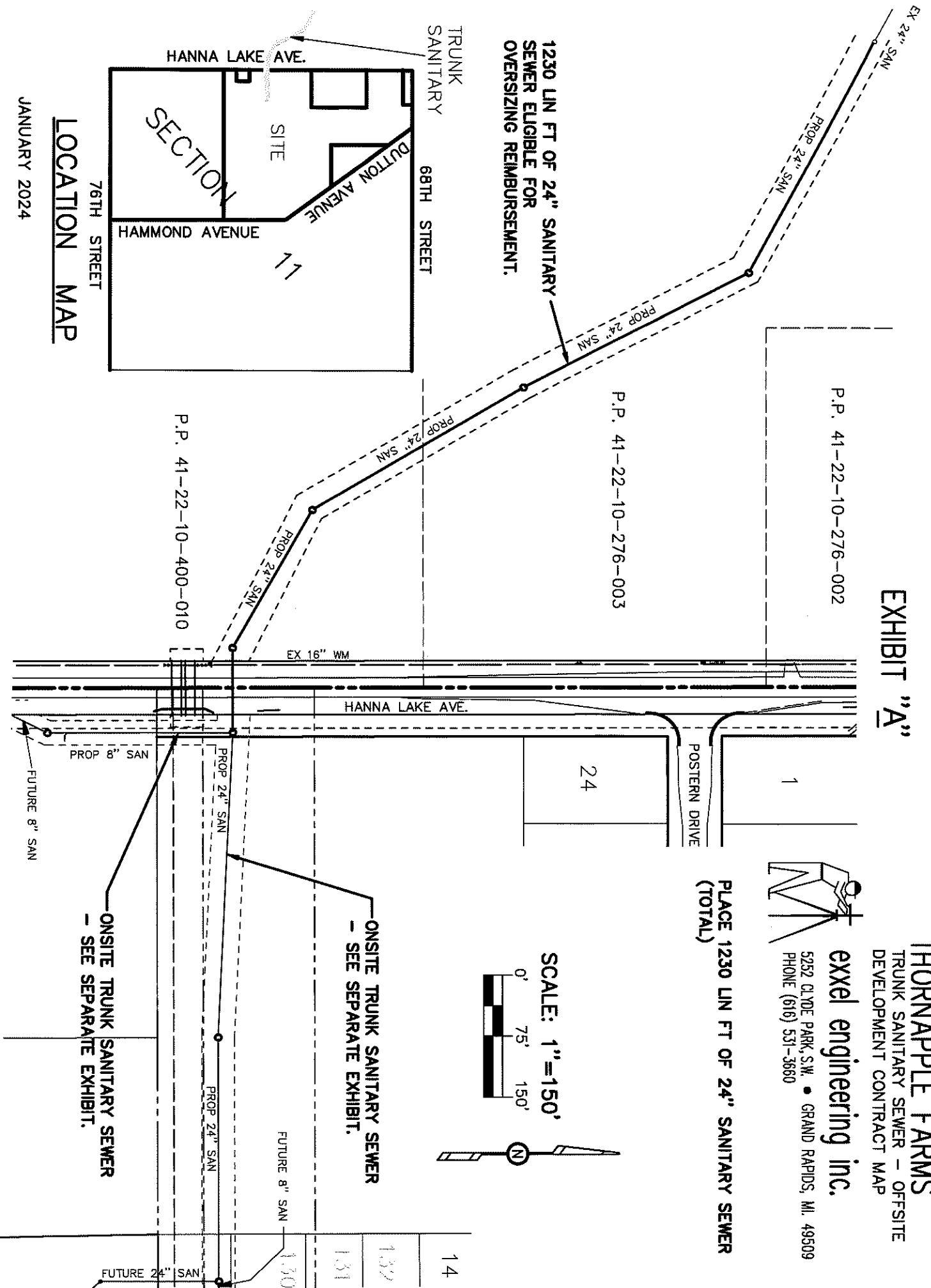


exel engineering inc.
5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI. 49509
PHONE (616) 531-3660

**PLACE 1230 LIN FT OF 24" SANITARY SEWER
(TOTAL)**

**1230 LIN FT OF 24" SANITARY
SEWER ELIGIBLE FOR
OVERSIZING REIMBURSEMENT.**

SCALE: 1"=150'



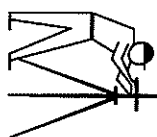
SECTION

LOCATION MAP

JANUARY 2024

EXHIBIT "A"

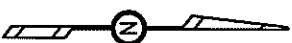
THORNAPPLE FARMS
TRUNK SANITARY SEWER - ONSITE
DEVELOPMENT CONTRACT MAP



exxel engineering inc.
5252 CLYDE PARK, S.W. • GRAND RAPIDS, MI. 49509
PHONE (616) 531-3660

PLACE 675 LIN FT OF 24" SANITARY SEWER (TOTAL)
PLACE 226 LIN FT OF 8" SANITARY SEWER (TOTAL)

SCALE: 1"=150'



OFFSITE TRUNK SANITARY SEWER - SEE SEPARATE EXHIBIT.

TRUNK SANITARY

68TH STREET

HANNA LAKE AVE.

SITE

DUTTON AVENUE

SECTION

HAMMOND AVENUE

76TH STREET

LOCATION MAP

JANUARY 2024

P.P. 41-22-10-276-002

P.P. 41-22-10-276-003

P.P. 41-22-10-400-010

EX 16" WM

HANNA LAKE AVE.

POSTERN DRIVE

24

1

PROP 8" SAN

PROP 24" SAN

FUTURE 8" SAN

675 LIN FT OF 24" SANITARY SEWER ELIGIBLE FOR OVERSIZING REIMBURSEMENT.

FUTURE 8" SAN

PROP 24" SAN

FUTURE 24" SAN

14

132

131

130

Exhibit B - Sanitary Sewer Payback Estimate
Thornapple Farms Trunk Sewer
Gaines Township, Kent County, Michigan

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A. OFFSITE SANITARY SEWER ITEMS, MANHOLES A-F					
1.	Core Saw and Place 24" Boot Connection to Ex MH	1	EACH	\$ 2,653.51	\$ 2,653.51
2.	Furnish & Place 24" PVC SDR 26 Including Class I Sand Backfill or Embedment Where Required	1230	LFT	\$ 237.18	\$ 291,731.40
3.	Furnish and Place Approved Stone for Sanitary Sewer Undercut in Areas with Unsuitable Soils.	400	TON	\$ 73.72	\$ 29,488.00
4.	Furnish & Place 4' Sanitary Manhole with Revolution Access Assembly Casting and Bolt Down Cover and 48" Tail Fiberglass Marker, MH-I to Include 8" and 24" Boots for Future Connection	5	EACH	\$ 7,496.51	\$ 37,482.55
5.	Furnish and Place Dewatering Measures for Sanitary Sewer Installation	1	LSUM	\$82,675.40	\$ 82,675.40
TOTAL OFFSITE SANITARY SEWER ITEMS:					\$ 444,030.86
TOWNSHIP OVERSIZING REIMBURSEMENT DEDUCT:					\$ (184,772.00)
TOTAL WITH 15% MARKUP:					\$ 298,147.69
TOTAL AMOUNT ELIGIBLE FOR PAYBACK (100%):					\$ 298,147.69

1/30/2024

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UPSIZING UNIT PRICE</u>	<u>EQUIVALENT UNIT PRICE</u>	<u>UNIT PRICE DIFFERENCE</u>	<u>TOTAL UPSIZING COST</u>
A. OFFSITE SANITARY SEWER CONSTRUCTION ITEMS							
1.	Core Saw and Place 24" Boot Connection to Ex MH	1	EACH	\$ 2,653.51	\$ 2,258.51	\$ 395.00	\$ 395.00
2.	Furnish & Place 24" PVC SDR 26 Including Class I Sand Backfill or Embedment Where Required (Offsite)	1230	LFT	\$ 237.18	\$ 87.28	\$ 149.90	\$ 184,377.00
OFFSITE CONSTRUCTION TOTAL							\$ 184,772.00
15% Administration Fee for Engineering, Inspections for Offsite Sewer Only							\$ 27,715.80
B. ONSITE SANITARY SEWER CONSTRUCTION ITEMS							
1.	Furnish & Place 24" PVC SDR 26 Including Class I Sand Embedment	675	LFT	\$ 214.34	\$ 72.87	\$ 141.47	\$ 95,492.25
ONSITE CONSTRUCTION TOTAL							\$ 95,492.25
TOTAL FOR TOWNSHIP REIMBURSEMENT FOR SEWER OVERSIZING							\$ 307,980.05



Vriesman
& Korhorn

February 23, 2024
1170

Tracy Lawrence
Water & Sewer Administrator
Gaines Charter Township
8555 Kalamazoo Avenue, SE
Caledonia, MI 49316

RE: Pine Rest Childrens Hospital - Water/Sewer Development Contract

Dear Tracy:

Enclosed is the Water/Sewer Development Contract for the Pine Rest Childrens Hospital project. The Water/Sewer Development Contract details the project which includes the extension of 515 feet of 8-inch sanitary sewer and 1,415 feet of 8-inch watermain improvements.

All water and sewer availability fees and all water and sewer trunkage fees have been paid for the Pine Rest property where the development of the Childrens Hospital is proposed. No water or sewer oversizing or paybacks are included in the project.

The proposed Water/Sewer Development contract has been signed by the Developer. We recommend that the Gaines Charter Township Board of Trustees authorize execution of the contract by the Township.

Thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Vriesman & Korhorn

A handwritten signature in black ink, appearing to read 'Jeff M. Gritter'.

Jeffrey M. Gritter, P.E.

JMG/nfb

Encl.

**WATER AND/OR SEWER
DEVELOPMENT CONTRACT**

CONTRACT FACE PAGES

I. PARTIES

A. DEVELOPER (the “Developer”):

Pine Rest Christian Mental Health Services

300 68th Street, Grand Rapids, MI 49548

Corporation

Type of legal entity, i.e. corporation, partnership, limited liability
Company, individual, etc.

B. CHARTER TOWNSHIP OF GAINES (the “Township”),
whose address is: 8555 Kalamazoo Avenue, S.E., Caledonia, MI 49316

II. DESCRIPTION OF DEVELOPER'S DEVELOPMENT (the “Development”).
The project includes a 135,000 sf building on the south 50 acres of the current
Pine Rest campus near the corner of Madison and 72nd Street. The building will
contain 66 new beds for inpatient and outpatient mental health care for children.

III. DESCRIPTION OF WATER AND/OR SEWER
EXTENSIONS/IMPROVEMENTS TO BE CONSTRUCTED BY DEVELOPER IN
ACCORDANCE WITH THIS DEVELOPMENT CONTRACT (the “Project”).
The project will include 1,415 lineal feet of 8” watermain on the site and 515
lineal feet of 8” sanitary sewer on the site.
See Attached Exhibit A

Note: A map showing the location of the Development and the Project, which separately identifies the water and/or sewer extensions/improvements, must be attached to this Development Contract.

D. Expiration Date of Payback Arrangements: N/a

E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

IX. **PAYMENT TO THE DEVELOPER FOR OVERSIZING WATERMAIN**

A. Basis of Oversizing Payment for Watermain: N/a

B. Amount of Oversizing Payment to the Developer: \$ N/a

B. Payment Terms: N/a

Note: The payment for oversizing may be funded jointly by the Township of Byron and the Charter Township of Gaines in accordance with a separate cost sharing agreement between the Townships.

X. **SEWER AVAILABILITY FEE**

A. Basis of Sewer Availability Fee: N/a

B. Amount of Sewer Availability Fee: \$ N/a

B. Payment Terms: N/a

XI. **SEWER TRUNKAGE FEE**

A. Basis of Sewer Trunkage Fee: N/a

B. Amount of Sewer Trunkage Fee: \$ N/a

B. Payment Terms: N/a

XIV. PAYMENT OF PROJECT COSTS

Subject to oversizing payments as summarized above, if any, the Developer shall pay all costs of the Project, including without limitation all costs related to construction of the public water main and/or public sewer main, water services, sewer laterals and related improvements and appurtenances, the cost of acquiring necessary interests in land and right of ways, engineering, restoration and replacement, the cost of connecting the Project to the existing water or sewer system, the cost of connecting the Development to the Project and the Permit, Plan Review and Construction Inspection Costs identified in XV below.

XV. PERMIT, PLAN REVIEW, AND CONSTRUCTION INSPECTION COSTS:

In addition to the payment of Project costs and applicable availability fees, trunkage fees and all other rates, charges and costs imposed by applicable Township ordinance, the Developer shall reimburse the Township for costs of (a) sanitary sewer and watermain construction permit submittals, (b) Township Engineer and staff review of plans, and (c) construction inspection performed by the Township or the Township's duly authorized representatives.

XVI. MISCELLANEOUS

All watermain and sanitary sewer connection and trunkage fees for the property
have previously been paid in full.

XVII. AGREEMENT OF THE PARTIES:

In consideration of the mutual covenants and agreements contained in the attached Contract Terms, the parties mutually agree that the Developer will acquire and construct the Project at Developer's sole expense, that after completion of the Project ownership of the Project shall be transferred by the Developer to the Township in accordance with the Contract Terms, and that all aspects of the acquisition, construction, completion, and transfer of the Project shall be governed by the Contract Terms, attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

DEVELOPER:

(1) Diane Fennema
Diane Fennema

By: Susan Langeland
Its: Not Continuum Development + CIO

(2) Machelle Garcia
Machelle Garcia

By: _____
Its: _____

Dated: _____, 2024

WATER AND/OR SEWER DEVELOPMENT CONTRACT

CONTRACT TERMS

Section 1. **PRECONSTRUCTION MATTERS.** Before commencing construction of the Project, the Developer shall complete all of the following:

(a) Obtain all necessary permits for the installation and construction of the Project from all state and county agencies having jurisdiction and all necessary permission to work in the public right-of-way from the Township, County Road Commission, Michigan Department of Transportation, and other public bodies.

(b) Submit to the Township for approval detailed plans and specifications for the Project prepared by a professional engineer licensed in Michigan. The plans and specifications are to be provided in a format acceptable to the Township. Construction of the Project shall not commence unless and until the Township reviews and approves these plans and specifications in writing. As part of the approval of the plans and specifications, the Township Engineer shall determine the location of the public water main or public sewer, and approve the construction methods and materials used in the construction, including in the case of a public water main extension, the installation of fire hydrant markers. The extension shall cover the entire road or public right of way frontage of the Development to be served by the extension. If the Township requests changes in the plans and specifications for the Project, the Developer agrees to make such changes as shall be requested by the Township provided, however, the Township shall not withhold its approval of the plans and specifications unreasonably and, further, that if Township requirements with respect to the plans and specifications are in conflict with those of the state or any county agency having jurisdiction, the requirements of the state or county agency shall control. The fact that the Township may require higher quality materials or better construction practices than a state or county agency shall not be deemed a conflict and Township requirements shall control. The plans and specifications shall provide for complete restoration to original condition of all paved street surfaces and bicycle paths as well as replacement of all driveways and landscaping disturbed or damaged in the course of the construction of the Project;

(c) Submit to the Township the names of the proposed general contractor and all subcontractors who will be constructing and completing the Project on behalf of the Developer. Construction of the Project shall not commence unless and until the Township has approved in writing the Developer's general contractor and all subcontractors, such approval not to be withheld unreasonably. On request, the Developer shall submit to the Township such additional information concerning the Developer's proposed contractors as the Township shall reasonably request;

(d) Submit to the Township a copy of a proposed written contract between the Developer and its general contractor. The Developer may remove from this contract price information. This contract shall not be signed until approved in writing by the Township. A copy of the final signed contract shall be provided to the Township. This contract shall contain the following provisions: "The construction project to be completed pursuant to this contract

Section 4. **COMPLETION OF THE PROJECT.** The Project shall be completed and made available to the Township for final inspection and approval no later than the Completion Date. Upon completion of the Project and after final inspection and written approval by the Township, such approval not to be withheld unreasonably, the Project shall be transferred by the Developer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly, (together the "Townships") pursuant to the Townships standard form Warranty Bill of Sale.

The Township shall not be obligated to approve the Project or accept ownership thereof unless and until the Township is satisfied the Project has been constructed in accordance with the approved plans and specifications and in a good and workmanlike manner and, further, that the Project meets all quality standards and tests which would apply and be conducted if the Township itself acquired and constructed the Project. In addition, the Township shall not be obligated to approve the Project and accept ownership thereof unless and until all of the restoration has been fully completed.

Prior to approval of the Project and acceptance of ownership thereof, the Township shall receive from the Developer such waivers of lien, affidavits and other documentation as the Township shall reasonably deem necessary to be assured that all contractor(s) and all pipe, equipment and other suppliers in connection with the Project have been paid in full and that there are no liens or other unpaid obligations outstanding with respect to the Project.

The Township also reserves the right to require, prior to approval of the Township and acceptance of ownership thereof and at the cost of the Developer, a written opinion from the Developer's consulting engineer that the Project has been constructed and completed in accordance with the approved plans and specifications.

If the Contract Face Pages require that the Developer provide an irrevocable letter of credit prior to commencement of construction in order to guarantee completion of the Project by the Completion Date, this irrevocable letter of credit shall be issued by a bank having an office in Kent County in favor of the Township in the amount shown on the Contract Face Pages. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

The Project shall not be connected to the Township's sewer and/or water systems unless and until the Township has completed its final inspection and approved the Project in writing. If the Developer desires to connect the Project to the water and/or sewer systems in advance of this final inspection and written approval, the Developer shall provide to the Township an irrevocable letter of credit issued by a bank having an office in Kent County in favor of the Township in such amount as the Township shall reasonably determine is necessary to pay all costs and expenses related to completing the Project. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

No portion of the Development shall be connected to the Project until the Project has been approved by the Township and the ownership of the Project has been dedicated and conveyed jointly to the Charter Township of Gaines and the Township of Byron in the manner provided by these Contract Terms.

Section 6. **CONNECTION CHARGES/RATES.** The Developer shall pay all availability fees and trunkage fees in the amounts and in the manner set forth on the Contract Face Pages. The Developer shall pay all rates and charges imposed by the Township pursuant to the applicable rate ordinance or rate resolution with respect to the Project on such terms and provisions as are provided in that rate ordinance or rate resolution. The Township shall be entitled to establish such water rates and/or sewer usage rates as the Township deems appropriate. The Developer will reimburse the Township for the costs of sanitary sewer and watermain construction permit submittals, Township Engineer and staff review of plans, and construction inspection performed by the Township or the Township's duly authorized representative. The fact the Developer has installed the Project at its expense shall not excuse the Developer or any party owning or utilizing lands and premises within the Development served by the Project or any part thereof from being obligated to pay water and sewer rates and charges or any other charges levied by the Township generally against water and/or sanitary sewer customers.

Section 7. **TOWNSHIPS' UTILIZATION OF THE PROJECT.** As and when the Project has been transferred to the Townships pursuant to the Warranty Bill of Sale referred to in Section 4 above, the Project shall become part of the Townships' water and/or sewer system, as the case may be, and may be utilized by the Townships in such manner as the Townships utilize other portions of their water and sewer systems. Without limiting the generality of the preceding sentence, the Townships may connect other water and/or sewer customers to the Project and may also connect water and/or sewer extensions to the Project and connect additional customers to those extensions, all without any obligation to make any payment or reimbursement to the Developer on account of the Developer having constructed the Project at the Developer's expense, unless there is a written agreement to the contrary set forth in the Contract Face Pages or otherwise.

Section 8. **ZONING AND OTHER APPROVALS.** Approval and execution of this Development Contract by the Township does not constitute or imply that the Developer has received or will receive from the Township or any other applicable governmental entity any or all land use, zoning and/or any other approvals from the Township which are required for or applicable to the Development under applicable Township ordinance or law and the Township makes no guarantee to the Developer that any of such approvals will be granted by the Township. The Developer at Developer's sole risk and expense is required to obtain from the Township or other applicable governmental entity all such applicable land use, zoning and/or other approvals for the Development before proceeding with the construction of the Project.

Section 9. **THIRD PARTY BENEFICIARY.** In consideration of the joint ownership by the Townships of the sanitary sewer and water systems located in the Township, the Township of Byron shall be a third-party beneficiary of this Development Contract and entitled to enforce the terms hereof in accordance with applicable law.

Section 10. **DEFINED TERMS.** All capitalized terms not otherwise defined in these Contract Terms shall have the meanings assigned thereto in the Contract Face Pages.

Section 11. **MISCELLANEOUS.** Neither this Contract nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written

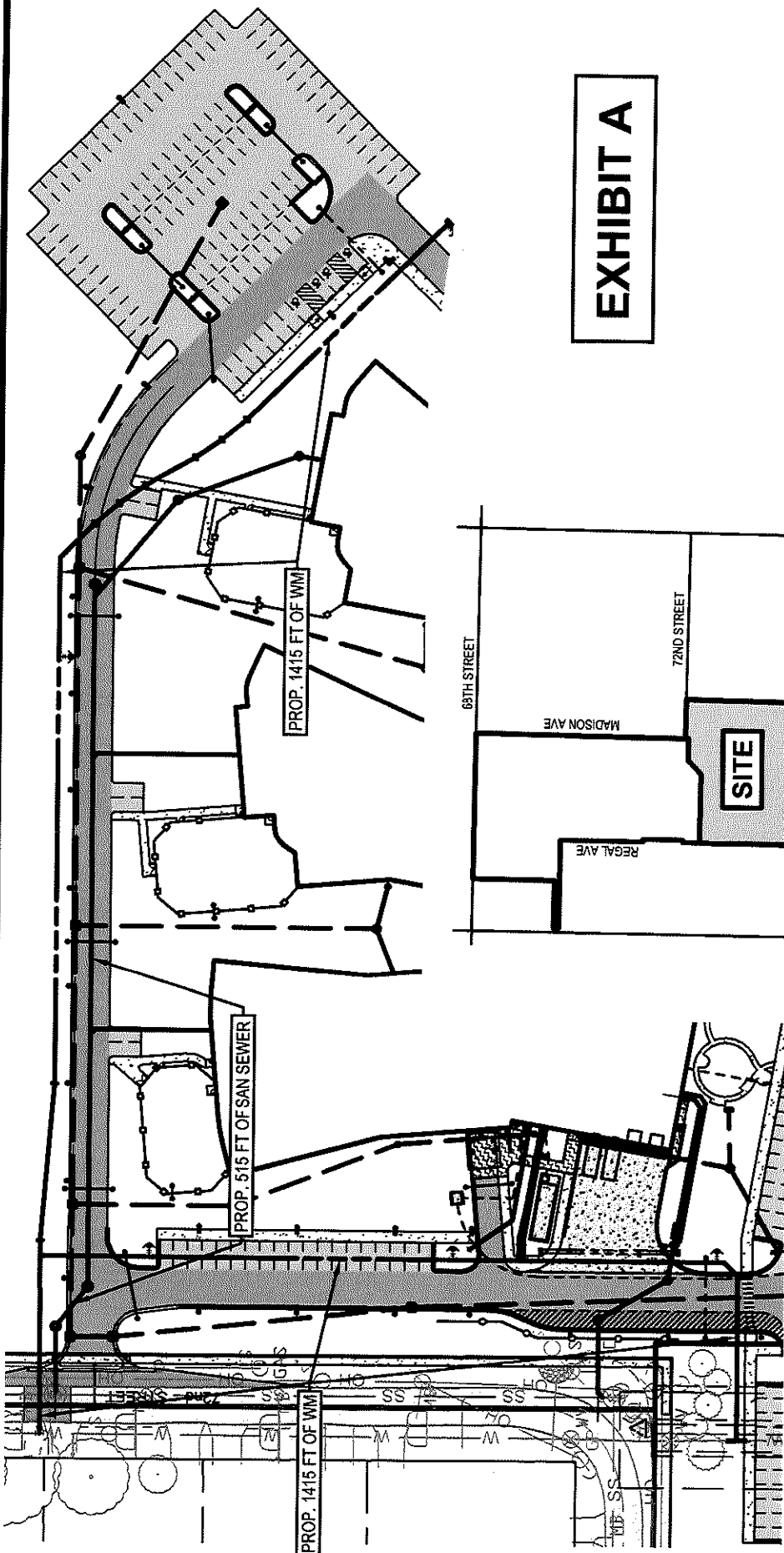
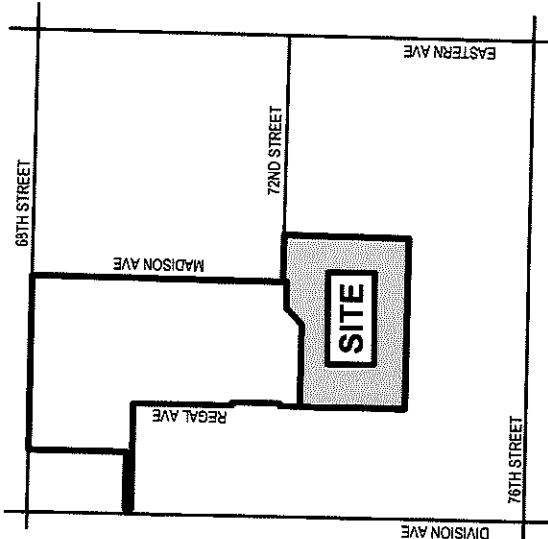
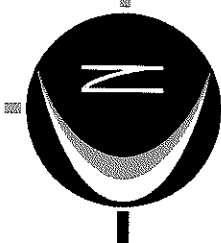


EXHIBIT A



LOCATION MAP

NOT TO SCALE



PINE REST PEDIATRIC CENTER OF BEHAVIORAL HEALTH

UTILITY MAP - EXHIBIT A

GAINES TOWNSHIP, KENT COUNTY, MI

DRAWN BY: TW PRJ NO: 22401392

CHECKED BY: JB DATE: 1 OF 1



NEDERVELD
www.nederveld.com • 800.222.1988

Grand Rapids
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Avalon • Chicago • Columbus
Richard • Indianapolis



Vriesman
& Korhorn

February 12, 2024
940

Tracy Lawrence
Water & Sewer Administrator
Gaines Charter Township
8555 Kalamazoo Avenue, SE
Caledonia, MI 49316

RE: Grooters Development – Phase 2 - Water/Sewer Development Contract

Dear Tracy:

Enclosed is the Water/Sewer Development Contract for the Grooters Development Phase 2 located near 60th Street and Patterson Avenue. The Water/Sewer Development Contract details the project which includes the extension of 1,646 feet of 12-inch watermain to provide water service, fire protection, and fire hydrant coverage to an industrial building located at 4640 60th Street. The contract has been signed by the Developer. We recommend that the Gaines Charter Township Board of Trustees authorize execution of the contract by the Township. Please note the following items:

Water

- All availability fees and trunkage fees prepaid by previous property owner.

Sewer

- All availability fees and trunkage fees prepaid by previous property owner.

Thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Vriesman & Korhorn

A handwritten signature in black ink, appearing to read 'Jeff M. Gritter'.

Jeffrey M. Gritter, P.E.

JMG/nfb

Encl.

**WATER AND/OR SEWER
DEVELOPMENT CONTRACT**

CONTRACT FACE PAGES

I. PARTIES

A. DEVELOPER (the "Developer"):

4640 60th Street, LC
~~Grooters Land Development LC~~
4460 44th Street SE, C200, Grand Rapids, Michigan 49512
(a Michigan limited corporation)

B. CHARTER TOWNSHIP OF GAINES (the "Township"),
whose address is: 8555 Kalamazoo Avenue, S.E., Caledonia, MI 49316

II. DESCRIPTION OF DEVELOPER'S DEVELOPMENT (the "Development").

Construction of a new proposed industrial building with associated parking lot, truck docks, and storm water improvements. Public watermain will be extended on the east side of the development to provide redundancy and looping for the proposed building and to provide adequate hydrant coverage.

**III. DESCRIPTION OF WATER AND/OR SEWER
EXTENSIONS/IMPROVEMENTS TO BE CONSTRUCTED BY DEVELOPER IN
ACCORDANCE WITH THIS DEVELOPMENT CONTRACT (the "Project").**

Construction of 1,646 feet of public 12" watermain in public easement to provide hydrant coverage and looping to the proposed industrial building.

IV. PROJECT COMPLETION DATE (the "Completion Date"): November 2023

V. IRREVOCABLE LETTER OF CREDIT

A. Required prior to commencement of construction:

YES _____ NO X _____

B. Amount of letter of credit: \$ -0-

VI. WATER AVAILABILITY FEE

A. Basis of Water Availability: Not Applicable

B. Amount of Water Availability Fee: \$ Not Applicable

C. Payment Terms: Not Applicable

VII. **WATER TRUNKAGE FEE**

A. Basis of Water Trunkage Fee: Not Applicable

B. Amount of Water Trunkage Fee: \$ Not Applicable

C. Payment Terms: Not Applicable

VIII. **WATERMAIN PAYBACK ARRANGEMENTS**

- A. Basis of Payback Arrangements for Watermain: Not Applicable

- B. Maximum Amount of Watermain Payback Payments to the Developer:
\$ Not Applicable
- C. Payment Terms: Not Applicable

- D. Expiration Date of Payback Arrangements: Not Applicable
- E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

IX. **PAYMENT TO THE DEVELOPER FOR OVERSIZING WATERMAIN**

- A. Basis of Oversizing Payment for Watermain: Not Applicable

- B. Amount of Oversizing Payment to the Developer: \$ Not Applicable
- C. Payment Terms: Not Applicable

X. **SEWER AVAILABILITY FEE**

A. Basis of Sewer Availability Fee: Not Applicable

B. Amount of Sewer Availability Fee: \$ Not Applicable

C. Payment Terms: Not Applicable

XI. **SEWER TRUNKAGE FEE**

A. Basis of Sewer Trunkage Fee: Not Applicable

B. Amount of Sewer Trunkage Fee: \$ Not Applicable

C. Payment Terms: Not Applicable

XII. **SANITARY SEWER PAYBACK ARRANGEMENTS**

A. Basis of Payback Arrangements for Sanitary Sewer: Not Applicable

B. Maximum Amount of Sanitary Sewer Payback Payments to the Developer:
\$ Not Applicable

C. Payment Terms: Not Applicable

D. Expiration Date of Payback Arrangements: Not Applicable

E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

XIII. PAYMENT TO THE DEVELOPER FOR OVERSIZING SANITARY SEWER

A. Basis of Oversizing Payment for Sanitary Sewer: Not Applicable

B. Amount of Oversizing Payment to the Developer: \$ Not Applicable

C. Payment Terms: Not Applicable

XIV. PAYMENT OF PROJECT COSTS

Subject to oversizing payments as summarized above, if any, the Developer shall pay all costs of the Project, including without limitation all costs related to construction of the public water main and/or public sewer main, water services, sewer laterals and related improvements and appurtenances, the cost of acquiring necessary interests in land and right of ways, engineering, restoration and replacement, the cost of connecting the Project to the existing water or sewer system, the cost of connecting the Development to the Project and the Permit, Plan Review and Construction Inspection Costs identified in XV below.

XV. PERMIT, PLAN REVIEW, AND CONSTRUCTION INSPECTION COSTS:

In addition to the payment of Project costs and applicable availability fees, trunkage fees and all other rates, charges and costs imposed by applicable Township ordinance, the Developer shall reimburse the Township for costs of (a) sanitary sewer and watermain construction permit submittals, (b) Township Engineer and staff review of plans, and (c) construction inspection performed by the Township or the Township's duly authorized representatives.

XVI. MISCELLANEOUS

All Water/Sewer Availability and Trunkage Fees for this property were
previously paid by the former owner of the property.

XVII. AGREEMENT OF THE PARTIES:

In consideration of the mutual covenants and agreements contained in the attached Contract Terms, the parties mutually agree that the Developer will acquire and construct the Project at Developer's sole expense, that after completion of the Project ownership of the Project shall be transferred by the Developer to the Township in accordance with the Contract Terms, and that all aspects of the acquisition, construction, completion, and transfer of the Project shall be governed by the Contract Terms, attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

(1) B. L. [Signature]

(2) B. L. [Signature]

DEVELOPER:

By: [Signature]
Its: Member

By: [Signature]
Its: Member

Dated: 11/29/23

Witnesses:

CHARTER TOWNSHIP OF GAINES:

(1) _____

By: _____

Its: Supervisor

(2) _____

By: _____

Its: Clerk

Dated: _____, 20__

WATER AND/OR SEWER DEVELOPMENT CONTRACT

CONTRACT TERMS

Section 1. **PRECONSTRUCTION MATTERS.** Before commencing construction of the Project, the Developer shall complete all of the following:

(a) Obtain all necessary permits for the installation and construction of the Project from all state and county agencies having jurisdiction and all necessary permission to work in the public right-of-way from the Township, County Road Commission, Michigan Department of Transportation, and other public bodies.

(b) Submit to the Township for approval detailed plans and specifications for the Project prepared by a professional engineer licensed in Michigan. The plans and specifications are to be provided in a format acceptable to the Township. Construction of the Project shall not commence unless and until the Township reviews and approves these plans and specifications in writing. As part of the approval of the plans and specifications, the Township Engineer shall determine the location of the public water main or public sewer, and approve the construction methods and materials used in the construction, including in the case of a public water main extension, the installation of fire hydrant markers. The extension shall cover the entire road or public right of way frontage of the Development to be served by the extension. If the Township requests changes in the plans and specifications for the Project, the Developer agrees to make such changes as shall be requested by the Township provided, however, the Township shall not withhold its approval of the plans and specifications unreasonably and, further, that if Township requirements with respect to the plans and specifications are in conflict with those of the state or any county agency having jurisdiction, the requirements of the state or county agency shall control. The fact that the Township may require higher quality materials or better construction practices than a state or county agency shall not be deemed a conflict and Township requirements shall control. The plans and specifications shall provide for complete restoration to original condition of all paved street surfaces and bicycle paths as well as replacement of all driveways and landscaping disturbed or damaged in the course of the construction of the Project;

(c) Submit to the Township the names of the proposed general contractor and all subcontractors who will be constructing and completing the Project on behalf of the Developer. Construction of the Project shall not commence unless and until the Township has approved in writing the Developer's general contractor and all subcontractors, such approval not to be withheld unreasonably. On request, the Developer shall submit to the Township such additional information concerning the Developer's proposed contractors as the Township shall reasonably request;

(d) Submit to the Township a copy of a proposed written contract between the Developer and its general contractor. The Developer may remove from this contract price information. This contract shall not be signed until approved in writing by the Township. A copy of the final signed contract shall be provided to the Township. This contract shall contain the following provisions: "The construction project to be completed pursuant to this contract shall be completed in all respects in accordance with the Township's Specifications or the Byron-Gaines

Utility Authority Standard Construction Specifications and all revisions thereof (together, the "Specifications"), and all terms and provisions of this contract and all plans and specifications and other documentation incorporated by reference in this contract or applicable to the construction project provided for in this contract shall be subordinate to the provisions of the Specifications. The Township of Byron shall be deemed to be a third party beneficiary of this construction contract and all provisions of the construction contract in favor of the owner and/or the Charter Township of Gaines may be enforced by the Township of Byron; however, the Township of Byron shall not be obligated to enforce any such provisions;" and

(e) Transfer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly (together, the "Townships"), all easements required to construct the Project. All easements shall be in such form and substance as shall be required by the Township. All easements shall be perpetual and shall be at least as wide as required by the Township but no less than twenty (20) feet in width in any event. The Developer shall provide to the Township such proof of title and other title documentation as the Township shall reasonably require in order to verify that the Township is receiving good title to all easements being transferred to the Township by the Developer.

Section 2. **PROJECT CONSTRUCTION**. The Developer shall cause the Project to be constructed in accordance with the approved plans and specifications in a good and workmanlike manner and so as to meet all quality standards and tests which would apply and be conducted if the Township itself constructed and acquired the Project. During construction of the Project, the Township shall have the right, at the cost of the Developer, to undertake with Township employees or third party contractors such inspection of the Project as the Township shall deem appropriate. No change order shall be issued with respect to the approved plans and specifications without prior written approval of the Township, such approval not to be withheld unreasonably.

Section 3. **DEWATERING**. If the Project requires dewatering, the Developer agrees that the Developer alone, at the Developer's sole cost, is responsible for any negative impact caused by Project dewatering including, but without limitation, the drying of lakes, streams, or ponds or the quantity, quality and taste of the well water supply of any lands. No Project shall be transferred to the Township, and the Township will not approve any Project or accept ownership thereof, unless and until the Township is satisfied that all negative impact to well water supplies, or bodies of water, caused by the Project have been fully and satisfactorily corrected. The Township may require written documentation from the owner of lands whose well water supply, or body of water, has been affected by Project dewatering that such land owner is satisfied with his/her/their well water supply, or body of water, if the lands have not been connected to the public water system. In the event of a disagreement between the Township and the Developer as to whether a particular well or body of water has been adversely affected by the Project, the Township's engineer shall make a written determination and this determination shall be final and binding on the Township and the Developer.

Section 4. **COMPLETION OF THE PROJECT.** The Project shall be completed and made available to the Township for final inspection and approval no later than the Completion Date. Upon completion of the Project and after final inspection and written approval by the Township, such approval not to be withheld unreasonably, the Project shall be transferred by the Developer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly, (together the "Townships") pursuant to the Townships standard form Warranty Bill of Sale.

The Township shall not be obligated to approve the Project or accept ownership thereof unless and until the Township is satisfied the Project has been constructed in accordance with the approved plans and specifications and in a good and workmanlike manner and, further, that the Project meets all quality standards and tests which would apply and be conducted if the Township itself acquired and constructed the Project. In addition, the Township shall not be obligated to approve the Project and accept ownership thereof unless and until all of the restoration has been fully completed.

Prior to approval of the Project and acceptance of ownership thereof, the Township shall receive from the Developer such waivers of lien, affidavits and other documentation as the Township shall reasonably deem necessary to be assured that all contractor(s) and all pipe, equipment and other suppliers in connection with the Project have been paid in full and that there are no liens or other unpaid obligations outstanding with respect to the Project.

The Township also reserves the right to require, prior to approval of the Township and acceptance of ownership thereof and at the cost of the Developer, a written opinion from the Developer's consulting engineer that the Project has been constructed and completed in accordance with the approved plans and specifications.

If the Contract Face Pages require that the Developer provide an irrevocable letter of credit prior to commencement of construction in order to guarantee completion of the Project by the Completion Date, this irrevocable letter of credit shall be issued by a bank having an office in Kent County in favor of the Township in the amount shown on the Contract Face Pages. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

The Project shall not be connected to the Township's sewer and/or water systems unless and until the Township has completed its final inspection and approved the Project in writing. If the Developer desires to connect the Project to the water and/or sewer systems in advance of this final inspection and written approval, the Developer shall provide to the Township an irrevocable letter of credit issued by a bank having an office in Kent County in favor of the Township in such amount as the Township shall reasonably determine is necessary to pay all costs and expenses related to completing the Project. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

No portion of the Development shall be connected to the Project until the Project has been approved by the Township and the ownership of the Project has been dedicated and conveyed jointly to the Charter Township of Gaines and the Township of Byron in the manner provided by these Contract Terms.

The Developer shall cooperate with the Township at all times, whether before or after the conveyance of the Project to the Township, and to the fullest extent with all Project contract and warranty claims deemed necessary by the Township to be made or filed against the Developer's contractor.

If the Project is not completed by the Completion Date, the Township shall have the right to complete the Project at the Developer's expense and to pay the full cost of such completion by making a draw or draws against the Developer's letter of credit. The Developer shall reimburse the Township for all costs incurred in completing the Project including, but without limitation, engineering, third party contractors and the charges of Township personnel necessary to supervise the completion of the Project. To the extent the Township costs to complete the Project are not fully paid by a draw or draws on a letter of credit, the Developer shall pay such amounts to the Township on demand. Amounts not paid on demand shall bear interest at a rate of 1% per month or fraction of a month that the amount remains unpaid.

Section 5. **INSURANCE**. Beginning as and when construction of the Project is commenced, and continuing at all times while the Project or any part thereof is under construction, the Developer and/or its contractor(s) shall continuously carry and maintain the same insurance coverage which is routinely required by the Township with respect to the construction of its own water and sewer projects. The Charter Township of Gaines, the Township of Byron and their respective Township Board members, officers, agents, employees and Township engineers (together, the "Additional Insured's") shall all be named as additional insured under such insurance, and such insurance shall also provide that it is the primary source of coverage for all such parties named as additional insured's with respect to the Project and the acts of omission of the Developer and its contractor(s) related thereto.

Certificate(s) evidencing the acquisition of all insurance required by this section and that such insurance is in full force and effect shall be deposited with the Township before construction of the Project is commenced. The Developer shall furnish, or cause to be furnished, upon request of the Township, certified copies of all policies required pursuant to this section as well as all amendments and renewals. All insurance policies required pursuant to this section shall contain a provision that they are non-cancelable and not subject to material modification by the insurer except upon 30 days' prior written notice to the Township. At least 30 days prior to the expiration or cancellation of any such insurance policy, there shall be furnished to the Township evidence satisfactory to it that the policy has been renewed or replaced by another policy. Construction of the Project shall not commence unless and until the Township has approved the insurance required to be provided by the Developer and its contractor(s) pursuant to this section in writing, such approval not be withheld unreasonably.

With respect to the Project, the Developer agrees to indemnify the Townships and all of the other Additional Insured's named in the first paragraph of this section, from and against any and all claims, costs, actions, causes of action, liability, judgments, losses, or expenses (including reasonable attorney's fees and other expense of defense) resulting from or caused by the acts or omissions of Developer or its contractor(s) in acquiring, constructing and completing the Project or with respect to the legal title to the Project, including all necessary easements, rights of way and interests in land required for the Project.

Section 6. **CONNECTION CHARGES/RATES.** The Developer shall pay all availability fees and trunkage fees in the amounts and in the manner set forth on the Contract Face Pages. The Developer shall pay all rates and charges imposed by the Township pursuant to the applicable rate ordinance or rate resolution with respect to the Project on such terms and provisions as are provided in that rate ordinance or rate resolution. The Township shall be entitled to establish such water rates and/or sewer usage rates as the Township deems appropriate. The Developer will reimburse the Township for the costs of sanitary sewer and watermain construction permit submittals, Township Engineer and staff review of plans, and construction inspection performed by the Township or the Township's duly authorized representative. The fact the Developer has installed the Project at its expense shall not excuse the Developer or any party owning or utilizing lands and premises within the Development served by the Project or any part thereof from being obligated to pay water and sewer rates and charges or any other charges levied by the Township generally against water and/or sanitary sewer customers.

Section 7. **TOWNSHIPS' UTILIZATION OF THE PROJECT.** As and when the Project has been transferred to the Townships pursuant to the Warranty Bill of Sale referred to in Section 4 above, the Project shall become part of the Townships' water and/or sewer system, as the case may be, and may be utilized by the Townships in such manner as the Townships utilize other portions of their water and sewer systems. Without limiting the generality of the preceding sentence, the Townships may connect other water and/or sewer customers to the Project and may also connect water and/or sewer extensions to the Project and connect additional customers to those extensions, all without any obligation to make any payment or reimbursement to the Developer on account of the Developer having constructed the Project at the Developer's expense, unless there is a written agreement to the contrary set forth in the Contract Face Pages or otherwise.

Section 8. **ZONING AND OTHER APPROVALS.** Approval and execution of this Development Contract by the Township does not constitute or imply that the Developer has received or will receive from the Township or any other applicable governmental entity any or all land use, zoning and/or any other approvals from the Township which are required for or applicable to the Development under applicable Township ordinance or law and the Township makes no guarantee to the Developer that any of such approvals will be granted by the Township. The Developer at Developer's sole risk and expense is required to obtain from the Township or other applicable governmental entity all such applicable land use, zoning and/or other approvals for the Development before proceeding with the construction of the Project.

Section 9. **THIRD PARTY BENEFICIARY.** In consideration of the joint ownership by the Townships of the sanitary sewer and water systems located in the Township, the Township of Byron shall be a third-party beneficiary of this Development Contract and entitled to enforce the terms hereof in accordance with applicable law.

Section 10. **DEFINED TERMS.** All capitalized terms not otherwise defined in these Contract Terms shall have the meanings assigned thereto in the Contract Face Pages.

Section 11. **MISCELLANEOUS.** Neither this Contract nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written

consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the Contract Face Pages or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and, with the exception of specified third party beneficiaries, no other person shall have the right to enforce any of the provisions contained herein. No amendment, modification or waiver shall be effective unless in writing and signed by both parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

[END OF CONTRACT TERMS]



Vriesman
& Korhorn

February 19, 2024
1117

Tracy Lawrence
Water & Sewer Administrator
Gaines Charter Township
8555 Kalamazoo Avenue, SE
Caledonia, MI 49316

RE: Ashford Woods Phase 1A - Water/Sewer Development Contract

Dear Tracy:

Enclosed is the Water/Sewer Development Contract for Ashford Woods Phase 1A. The Water/Sewer Development Contract details the multi-family residential project which includes 32 units located in 8 buildings. Sanitary sewer improvements consist of approximately which feet of 8-inch sewer and watermain improvements consist of approximately 780 feet of 8-inch watermain.

In accordance with the Township's Water & Sewer Ordinance, Water Availability Fees are due for the 307.9 feet of frontage on the watermain located in the 60th Street ROW in the amount of \$39,207.17 and Sewer Availability Fees are due for the 304.7 feet of frontage on the sanitary sewer located in an easement across the property being developed in the amount of \$30,155.42.

We also note that the proposed development contract was drafted in 2023 prior to the recent water/sewer fee adjustments for 2024. The water trunkage fee has been set at \$760/living unit for 2024 and the sewer trunkage fee has been set at \$1,107/living unit for 2024.

The proposed Water/Sewer Development contract has been signed by the Developer. We recommend that the Gaines Charter Township Board of Trustees authorize execution of the contract by the Township.

Thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Vriesman & Korhorn

A handwritten signature in black ink, appearing to read 'Jeff M. Gritter', with a stylized flourish at the end.

Jeffrey M. Gritter, P.E.

JMG/nfb

Encl.

**WATER AND/OR SEWER
DEVELOPMENT CONTRACT**

CONTRACT FACE PAGES

I. PARTIES

A. DEVELOPER (the “Developer”):

60th Street Ventures LLC

Name

32 Market Ave SW Grand Rapids, MI 49503

Address

Limited Liability Company

Type of legal entity, i.e., corporation, partnership, limited liability
Company, individual, etc.

**B. CHARTER TOWNSHIP OF GAINES (the “Township”),
whose address is: 8555 Kalamazoo Avenue, S.E., Caledonia, MI 49316**

II. DESCRIPTION OF DEVELOPER'S DEVELOPMENT (the “Development”).

Construction of a multi-family residential development with private streets and storm water
improvements for 32 units located in 8 buildings. Public watermain and sanitary sewer
will be extended to each building in the development to provide service connections and
hydrant coverage to the Phase 1A of the development located adjacent to 60th Street and
west of the entrance driveway to Kentwood Community Church.

**III. DESCRIPTION OF WATER AND/OR SEWER
EXTENSIONS/IMPROVEMENTS TO BE CONSTRUCTED BY DEVELOPER IN
ACCORDANCE WITH THIS DEVELOPMENT CONTRACT (the “Project”).**

-446 feet of public 8” watermain and 334 feet of public 8” sanitary sewer in Eden Forest
Dr (PVT)

-210 feet of public 8” sanitary sewer in Stede Hill Ln (PVT)

-201 feet of public 8” sanitary sewer in Fairbourne Dr (PVT)

IV. PROJECT COMPLETION DATE (the “Completion Date”): August 2024

V. IRREVOCABLE LETTER OF CREDIT

A. Required prior to commencement of construction:

YES _____ NO X _____

B. Amount of letter of credit: \$ N/A

VI. **WATER AVAILABILITY FEE**

- A. Basis of Water Availability Fee: The water availability fee is based on the frontage of the project on watermain in 60th Street, the frontage of the property on the watermain running across the site in the public utility easement recorded under Liber 4925, Page 863-867, and the Township's Water & Sewer Ordinance and adopted connection fees. Phase 1A of the project has a frontage of 307.9 feet on 60th Street and a frontage of 310.5 feet on the easement. The development consists of 3.4 acres. Base fee of \$6,552 for the first 120 feet plus \$65.52 for each additional foot based on current rates which are subject to change without notice.
- B. Amount of Water Availability Fee: \$ 39,207.17
- C. Payment Terms: The water availability fee for phase 1A is due prior to issuance of any building permits or water/sewer connection permits by the Township.

VII. **WATER TRUNKAGE FEE**

- A. Basis of Water Trunkage Fee: The water trunkage fee is based on the number of units in a residential building and the Township's Water & Sewer Ordinance and the adopted connection fees. Phase 1A of the project has 32 units and the trunkage fees will be charged when Township water connection permits are issued. The 2024 water trunkage fee established by Township Ordinance is \$760 per living unit and is subject to change without notice.
- B. Amount of Water Trunkage Fee: \$ 760.00/unit due at time of permitting
- C. Payment Terms: Due at time of water connection permit issuance and based on number of units in the building being connected.

VIII. **WATERMAIN PAYBACK ARRANGEMENTS**

- A. Basis of Payback Arrangements for Watermain: N/A – no offsite watermain is being constructed as a part of the project and therefore no payback arrangements are necessary.
- B. Maximum Amount of Watermain Payback Payments to the Developer: \$ N/a
- C. Payment Terms: N/a
- D. Expiration Date of Payback Arrangements: N/a
- E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the

Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

IX. PAYMENT TO THE DEVELOPER FOR OVERSIZING WATERMAIN

- A. Basis of Oversizing Payment for Watermain: N/A – no oversizing of watermain is required for the project beyond what is needed for the project itself to meet fire protection demands are normal domestic use.
- B. Amount of Oversizing Payment to the Developer: \$ N/A
- C. Payment Terms: N/A

X. SEWER AVAILABILITY FEE

- A. Basis of Sewer Availability Fee: The sewer availability fee is based on the frontage of the project on the sewer running across the site in the public utility easement recorded under Liber 2688, Page 1376-1378, and the Township's Water & Sewer Ordinance and adopted connection fees. Phase 1A of the project has a frontage of a frontage of 304.7 feet on the easement. The development consists of 3.4 acres. Base fee of \$10,592 for the first 120 feet plus \$105.92 for each additional foot based on current rates which are subject to change without notice. The frontage of the development on 60th Street is not charged sewer availability
- B. Amount of Sewer Availability Fee: \$ 30,155.42
- C. Payment Terms: Due at time of sewer connection permit issuance and based on number of units in the building being connected.

XI. SEWER TRUNKAGE FEE

- A. Basis of Sewer Trunkage Fee: The water trunkage fee is based on the number of units in a residential building and the Township's Water & Sewer Ordinance and the adopted connection fees. Phase 1A of the project has 32 units and the trunkage fees will be charged when Township sewer connection permits are issued. Current fee established by Township Ordinance is \$1,107 per living unit and is subject to change without notice.
- B. Amount of Sewer Trunkage Fee: \$ 1,107/unit due at time of permitting
- C. Payment Terms: Due at time of sewer connection permit issuance and based on number of units in the building being connected.

XII. SANITARY SEWER PAYBACK ARRANGEMENTS

- A. Basis of Payback Arrangements for Sanitary Sewer: N/A – no offsite sanitary sewer is being constructed as a part of the project and therefore no payback arrangements are necessary.
- B. Maximum Amount of Sanitary Sewer Payback Payments to the Developer: \$ N/a
- C. Payment Terms: N/a
- D. Expiration Date of Payback Arrangements: N/a
- E. The Developer acknowledges that the obligation of the Township to make payback payments is contingent upon future events (i.e., water and/or sewer connections) which are not within the control of the Township and therefore the Developer further acknowledges that the amount and frequency of payback payments is not guaranteed by the Township.

XIII. PAYMENT TO THE DEVELOPER FOR OVERSIZING SANITARY SEWER

- A. Basis of Oversizing Payment for Sanitary Sewer: N/A – no sanitary sewer is required to be oversized for the project.
- B. Amount of Oversizing Payment to the Developer: \$ N/A
- C. Payment Terms: N/A

Note: The payment for oversizing may be funded jointly by the Township of Byron and the Charter Township of Gaines in accordance with a separate cost sharing agreement between the Townships.

XIV. PAYMENT OF PROJECT COSTS

Subject to oversizing payments as summarized above, if any, the Developer shall pay all costs of the Project, including without limitation all costs related to construction of the public water main and/or public sewer main, water services, sewer laterals and related improvements and appurtenances, the cost of acquiring necessary interests in land and right of ways, engineering, restoration and replacement, the cost of connecting the Project to the existing water or sewer system, the cost of connecting the Development to the Project and the Permit, Plan Review and Construction Inspection Costs identified in XV below.

XV. PERMIT, PLAN REVIEW, AND CONSTRUCTION INSPECTION COSTS:

In addition to the payment of Project costs and applicable availability fees, trunkage fees and all other rates, charges and costs imposed by applicable Township ordinance, the Developer

shall reimburse the Township for costs of (a) sanitary sewer and watermain construction permit submittals, (b) Township Engineer and staff review of plans, and (c) construction inspection performed by the Township or the Township's duly authorized representatives.

XVI. **MISCELLANEOUS**

N/a – No miscellaneous items need to be addressed.

XVII. **AGREEMENT OF THE PARTIES:**

In consideration of the mutual covenants and agreements contained in the attached Contract Terms, the parties mutually agree that the Developer will acquire and construct the Project at Developer's sole expense, that after completion of the Project ownership of the Project shall be transferred by the Developer to the Township in accordance with the Contract Terms, and that all aspects of the acquisition, construction, completion, and transfer of the Project shall be governed by the Contract Terms, attached hereto.

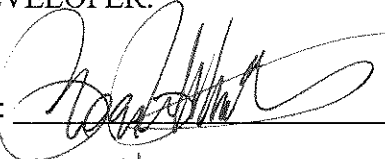
IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

(1) Henny Ringnald

(2) _____

DEVELOPER:

By: 

Its: MEMBER

By: _____

Its: _____

Dated: _____, 2022

Witnesses:

CHARTER TOWNSHIP OF GAINES:

(1) _____

By: _____

Its: Supervisor

(2) _____

By: _____

Its: Clerk

Dated: _____, 20__

WATER AND/OR SEWER DEVELOPMENT CONTRACT

CONTRACT TERMS

Section 1. **PRECONSTRUCTION MATTERS.** Before commencing construction of the Project, the Developer shall complete all of the following:

(a) Obtain all necessary permits for the installation and construction of the Project from all state and county agencies having jurisdiction and all necessary permission to work in the public right-of-way from the Township, County Road Commission, Michigan Department of Transportation, and other public bodies.

(b) Submit to the Township for approval detailed plans and specifications for the Project prepared by a professional engineer licensed in Michigan. The plans and specifications are to be provided in a format acceptable to the Township. Construction of the Project shall not commence unless and until the Township reviews and approves these plans and specifications in writing. As part of the approval of the plans and specifications, the Township Engineer shall determine the location of the public water main or public sewer, and approve the construction methods and materials used in the construction, including in the case of a public water main extension, the installation of fire hydrant markers. The extension shall cover the entire road or public right of way frontage of the Development to be served by the extension. If the Township requests changes in the plans and specifications for the Project, the Developer agrees to make such changes as shall be requested by the Township provided, however, the Township shall not withhold its approval of the plans and specifications unreasonably and, further, that if Township requirements with respect to the plans and specifications are in conflict with those of the state or any county agency having jurisdiction, the requirements of the state or county agency shall control. The fact that the Township may require higher quality materials or better construction practices than a state or county agency shall not be deemed a conflict and Township requirements shall control. The plans and specifications shall provide for complete restoration to original condition of all paved street surfaces and bicycle paths as well as replacement of all driveways and landscaping disturbed or damaged in the course of the construction of the Project;

(c) Submit to the Township the names of the proposed general contractor and all subcontractors who will be constructing and completing the Project on behalf of the Developer. Construction of the Project shall not commence unless and until the Township has approved in writing the Developer's general contractor and all subcontractors, such approval not to be withheld unreasonably. On request, the Developer shall submit to the Township such additional information concerning the Developer's proposed contractors as the Township shall reasonably request;

(d) Submit to the Township a copy of a proposed written contract between the Developer and its general contractor. The Developer may remove from this contract price information. This contract shall not be signed until approved in writing by the Township. A copy of the final signed contract shall be provided to the Township. This contract shall contain the following provisions: "The construction project to be completed pursuant to this contract shall be completed in all respects in accordance with the Township's Specifications or the Byron-Gaines Utility Authority Standard Construction Specifications and all revisions thereof (together, the

“Specifications”), and all terms and provisions of this contract and all plans and specifications and other documentation incorporated by reference in this contract or applicable to the construction project provided for in this contract shall be subordinate to the provisions of the Specifications. The Township of Byron shall be deemed to be a third party beneficiary of this construction contract and all provisions of the construction contract in favor of the owner and/or the Charter Township of Gaines may be enforced by the Township of Byron; however, the Township of Byron shall not be obligated to enforce any such provisions;” and

(e) Transfer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly (together, the “Townships”), all easements required to construct the Project. All easements shall be in such form and substance as shall be required by the Township. All easements shall be perpetual and shall be at least as wide as required by the Township but no less than twenty (20) feet in width in any event. The Developer shall provide to the Township such proof of title and other title documentation as the Township shall reasonably require in order to verify that the Township is receiving good title to all easements being transferred to the Township by the Developer.

Section 2. **PROJECT CONSTRUCTION**. The Developer shall cause the Project to be constructed in accordance with the approved plans and specifications in a good and workmanlike manner and so as to meet all quality standards and tests which would apply and be conducted if the Township itself constructed and acquired the Project. During construction of the Project, the Township shall have the right, at the cost of the Developer, to undertake with Township employees or third party contractors such inspection of the Project as the Township shall deem appropriate. No change order shall be issued with respect to the approved plans and specifications without prior written approval of the Township, such approval not to be withheld unreasonably.

Section 3. **DEWATERING**. If the Project requires dewatering, the Developer agrees that the Developer alone, at the Developer’s sole cost, is responsible for any negative impact caused by Project dewatering including, but without limitation, the drying of lakes, streams, or ponds or the quantity, quality and taste of the well water supply of any lands. No Project shall be transferred to the Township, and the Township will not approve any Project or accept ownership thereof, unless and until the Township is satisfied that all negative impact to well water supplies, or bodies of water, caused by the Project have been fully and satisfactorily corrected. The Township may require written documentation from the owner of lands whose well water supply, or body of water, has been affected by Project dewatering that such land owner is satisfied with his/her/their well water supply, or body of water, if the lands have not been connected to the public water system. In the event of a disagreement between the Township and the Developer as to whether a particular well or body of water has been adversely affected by the Project, the Township’s engineer shall make a written determination and this determination shall be final and binding on the Township and the Developer.

Section 4. **COMPLETION OF THE PROJECT.** The Project shall be completed and made available to the Township for final inspection and approval no later than the Completion Date. Upon completion of the Project and after final inspection and written approval by the Township, such approval not to be withheld unreasonably, the Project shall be transferred by the Developer, in consideration of this Development Contract, to the Charter Township of Gaines and the Township of Byron, jointly, (together the "Townships") pursuant to the Townships standard form Warranty Bill of Sale.

The Township shall not be obligated to approve the Project or accept ownership thereof unless and until the Township is satisfied the Project has been constructed in accordance with the approved plans and specifications and in a good and workmanlike manner and, further, that the Project meets all quality standards and tests which would apply and be conducted if the Township itself acquired and constructed the Project. In addition, the Township shall not be obligated to approve the Project and accept ownership thereof unless and until all of the restoration has been fully completed.

Prior to approval of the Project and acceptance of ownership thereof, the Township shall receive from the Developer such waivers of lien, affidavits and other documentation as the Township shall reasonably deem necessary to be assured that all contractor(s) and all pipe, equipment and other suppliers in connection with the Project have been paid in full and that there are no liens or other unpaid obligations outstanding with respect to the Project.

The Township also reserves the right to require, prior to approval of the Township and acceptance of ownership thereof and at the cost of the Developer, a written opinion from the Developer's consulting engineer that the Project has been constructed and completed in accordance with the approved plans and specifications.

If the Contract Face Pages require that the Developer provide an irrevocable letter of credit prior to commencement of construction in order to guarantee completion of the Project by the Completion Date, this irrevocable letter of credit shall be issued by a bank having an office in Kent County in favor of the Township in the amount shown on the Contract Face Pages. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

The Project shall not be connected to the Township's sewer and/or water systems unless and until the Township has completed its final inspection and approved the Project in writing. If the Developer desires to connect the Project to the water and/or sewer systems in advance of this final inspection and written approval, the Developer shall provide to the Township an irrevocable letter of credit issued by a bank having an office in Kent County in favor of the Township in such amount as the Township shall reasonably determine is necessary to pay all costs and expenses related to completing the Project. The letter of credit to be provided shall be in such form and with such provisions as the Township shall reasonably require.

No portion of the Development shall be connected to the Project until the Project has been approved by the Township and the ownership of the Project has been dedicated and conveyed jointly to the Charter Township of Gaines and the Township of Byron in the manner provided by these Contract Terms.

The Developer shall cooperate with the Township at all times, whether before or after the conveyance of the Project to the Township, and to the fullest extent with all Project contract and warranty claims deemed necessary by the Township to be made or filed against the Developer's contractor.

If the Project is not completed by the Completion Date, the Township shall have the right to complete the Project at the Developer's expense and to pay the full cost of such completion by making a draw or draws against the Developer's letter of credit. The Developer shall reimburse the Township for all costs incurred in completing the Project including, but without limitation, engineering, third party contractors and the charges of Township personnel necessary to supervise the completion of the Project. To the extent the Township costs to complete the Project are not fully paid by a draw or draws on a letter of credit, the Developer shall pay such amounts to the Township on demand. Amounts not paid on demand shall bear interest at a rate of 1% per month or fraction of a month that the amount remains unpaid.

Section 5. **INSURANCE.** Beginning as and when construction of the Project is commenced, and continuing at all times while the Project or any part thereof is under construction, the Developer and/or its contractor(s) shall continuously carry and maintain the same insurance coverage which is routinely required by the Township with respect to the construction of its own water and sewer projects. The Charter Township of Gaines, the Township of Byron and their respective Township Board members, officers, agents, employees and Township engineers (together, the "Additional Insured's") shall all be named as additional insured under such insurance, and such insurance shall also provide that it is the primary source of coverage for all such parties named as additional insured's with respect to the Project and the acts of omission of the Developer and its contractor(s) related thereto.

Certificate(s) evidencing the acquisition of all insurance required by this section and that such insurance is in full force and effect shall be deposited with the Township before construction of the Project is commenced. The Developer shall furnish, or cause to be furnished, upon request of the Township, certified copies of all policies required pursuant to this section as well as all amendments and renewals. All insurance policies required pursuant to this section shall contain a provision that they are non-cancelable and not subject to material modification by the insurer except upon 30 days' prior written notice to the Township. At least 30 days prior to the expiration or cancellation of any such insurance policy, there shall be furnished to the Township evidence satisfactory to it that the policy has been renewed or replaced by another policy. Construction of the Project shall not commence unless and until the Township has approved the insurance required to be provided by the Developer and its contractor(s) pursuant to this section in writing, such approval not be withheld unreasonably.

With respect to the Project, the Developer agrees to indemnify the Townships and all of the other Additional Insured's named in the first paragraph of this section, from and against any and all claims, costs, actions, causes of action, liability, judgments, losses, or expenses (including reasonable attorney's fees and other expense of defense) resulting from or caused by the acts or omissions of Developer or its contractor(s) in acquiring, constructing and completing the Project or with respect to the legal title to the Project, including all necessary easements, rights of way and interests in land required for the Project.

Section 6. **CONNECTION CHARGES/RATES.** The Developer shall pay all availability fees and trunkage fees in the amounts and in the manner set forth on the Contract Face Pages. The Developer shall pay all rates and charges imposed by the Township pursuant to the applicable rate ordinance or rate resolution with respect to the Project on such terms and provisions as are provided in that rate ordinance or rate resolution. The Township shall be entitled to establish such water rates and/or sewer usage rates as the Township deems appropriate. The Developer will reimburse the Township for the costs of sanitary sewer and watermain construction permit submittals, Township Engineer and staff review of plans, and construction inspection performed by the Township or the Township's duly authorized representative. The fact the Developer has installed the Project at its expense shall not excuse the Developer or any party owning or utilizing lands and premises within the Development served by the Project or any part thereof from being obligated to pay water and sewer rates and charges or any other charges levied by the Township generally against water and/or sanitary sewer customers.

Section 7. **TOWNSHIPS' UTILIZATION OF THE PROJECT.** As and when the Project has been transferred to the Townships pursuant to the Warranty Bill of Sale referred to in Section 4 above, the Project shall become part of the Townships' water and/or sewer system, as the case may be, and may be utilized by the Townships in such manner as the Townships utilize other portions of their water and sewer systems. Without limiting the generality of the preceding sentence, the Townships may connect other water and/or sewer customers to the Project and may also connect water and/or sewer extensions to the Project and connect additional customers to those extensions, all without any obligation to make any payment or reimbursement to the Developer on account of the Developer having constructed the Project at the Developer's expense, unless there is a written agreement to the contrary set forth in the Contract Face Pages or otherwise.

Section 8. **ZONING AND OTHER APPROVALS.** Approval and execution of this Development Contract by the Township does not constitute or imply that the Developer has received or will receive from the Township or any other applicable governmental entity any or all land use, zoning and/or any other approvals from the Township which are required for or applicable to the Development under applicable Township ordinance or law and the Township makes no guarantee to the Developer that any of such approvals will be granted by the Township. The Developer at Developer's sole risk and expense is required to obtain from the Township or other applicable governmental entity all such applicable land use, zoning and/or other approvals for the Development before proceeding with the construction of the Project.

Section 9. **THIRD PARTY BENEFICIARY.** In consideration of the joint ownership by the Townships of the sanitary sewer and water systems located in the Township, the Township of Byron shall be a third-party beneficiary of this Development Contract and entitled to enforce the terms hereof in accordance with applicable law.

Section 10. **DEFINED TERMS.** All capitalized terms not otherwise defined in these Contract Terms shall have the meanings assigned thereto in the Contract Face Pages.

Section 11. **MISCELLANEOUS.** Neither this Contract nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of the non-assigning or non-delegating party. Any attempt to assign or delegate rights or duties without prior written consent shall be void. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the Contract Face Pages or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Contract. This Contract has been executed in the State of Michigan and shall be governed by Michigan law, except as to matters pertaining to choice of law. The waiver by any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Contract, which shall remain in full force and effect. It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any way to amplify or modify the terms and provisions hereof. This Contract shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Contract and, with the exception of specified third party beneficiaries, no other person shall have the right to enforce any of the provisions contained herein. No amendment, modification or waiver shall be effective unless in writing and signed by both parties. All rights and remedies set forth in this Contract are cumulative and are in addition to any other legal or equitable rights and remedies.

[END OF CONTRACT TERMS]