



8555 Kalamazoo Ave., SE
Caledonia, MI 49316

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Phone: 616-698-6640
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May 8, 2024

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

RE: May 13, 2024, Township Board Meeting

Township Board Members:

Greetings! I hope that this message finds you well.

The May meeting agenda has turned out to be quite lengthy. There are several agreements and contracts for you to review. One relates to the Kent County Municipal Grant Program for the grant that the Township was awarded. Two of the agreements relate to the Cutlerville Fire Department. One is the Contract Termination Agreement to dissolve the intergovernmental agreement and the other is the Fire Services Agreement that Gaines is required to offer Byron under the intergovernmental agreement. You will also see that there is a Metro Act Permit request from Metro Fibernet, LLC (Metronet), as well as a revised Water & Sewer Development Contract for Pine Rest, and a renewal of the Interurban Transit (The Rapid) contract.

The Planning Department has submitted a Plat Parcel Combination request. This is a little different as we normally see requests to split parcels. The Clerk's office has a request to purchase a software program that will help them fulfill their requirements to send text messages to registered voters for election related information. A second request has been submitted for a temporary fireworks stand. This one would be placed in part of the Russ' parking lot along Division Ave. You will also be asked to consider a road closure request for the Little Miss Firecracker parade, a charitable gaming license request, and the new logos for the Gaines Charter Township Fire Department.

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

Best regards,

A handwritten signature in blue ink, appearing to read "Rod Weersing", is written over the printed name and title.

Rod Weersing
Township Manager



MEMO

Staff Communication-Action Required

DATE: May 8, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Thornapple Farms Streetlighting District (Phases I & II)

SUMMARY OF TOPIC:

The Township Board set a public hearing regarding the formation of a Special Assessment Street Light District for phases I and II of The Thornapple Farms development.

Because, in this instance, the developer contacted Consumers Energy directly, the process is not "flowing" as smoothly as it usually does. At this time staff is waiting for cost estimates, placement of lights, parcel #'s and addresses.

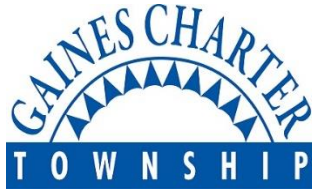
The formation of a Special Assessment Streetlight District requires two public hearings, one to hear and consider objections to the request for streetlights (and all other matters relating to the improvements), and another to hear and consider comments and objections to the Special Assessment Roll.

The May 13th public hearing will be to consider objections to the request, the second hearing to consider the Special Assessment Roll will be held at a later date when all required information has been received.

BUDGET ACTION REQUIRED: NONE

STAFF RECOMMENDATION:

Staff recommends the Board move forward with the May 13th public hearing, acknowledging the second hearing will be held at a later date. Since it may be up to six (6) weeks before we get cost estimates, etc., staff recommends the second public hearing's date not be set until we have received the required information.



CHARTER TOWNSHIP OF GAINES
MEETING LOCATION: 8555 Kalamazoo Ave., SE, Caledonia, MI 49316
Township Board of Trustees Meeting
PRELIMINARY AGENDA
MONDAY – May 13, 2024
Time: 7PM

- 1. Opening Prayer ~ Laurie Lemke**
- 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. April 2024 Building Department Revenue Report**
 - b. April 2024 Dutton Fire Run Report**
 - c. April 2024 Cutlerville Fire Run Report**
 - d. April 2024 Community Policing Officer's Report**
- 8. Scheduled Speakers - NONE**
- 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 - Thornapple Farms Special Streetlighting Assessment District**
- 10. Consent Agenda:**
 - a. Minutes – April 8, 2024**
 - b. Check Registers for month of April 2024**
 - i. General Fund (101): \$110,367.25
 - ii. Public Safety SAD (205): \$184,185.18
 - iii. Building Inspections (549): \$ 23,954.83
 - iv. Water and Sewer (590 & 591): \$292,516.55
 - TOTAL OF ALL FUNDS: \$611,023.81**

c. Treasurer's Report

11. New Business

- a. Consider ~ Kent County Municipal Grant Program**
- b. Consider ~ Parkview Estates Plat Parcel Combination Request**
- c. Consider ~ Elimination of Early Start Provisions for Multi-Family Projects**
- d. Consider ~ Cutlerville Fire Contract Termination Agreement**
- e. Consider ~ Cutlerville Fire Service Agreement**
- f. Consider ~ Gaines Charter Township Fire Department Logo**
- g. Consider ~ Clerk – Texting Software**
- h. Consider ~ Metro Fibernet LLC (Metronet) – Metro Act Permit request**
- i. Consider ~ Interurban Transit (The Rapid) Contract Renewal**
- j. Consider ~ Black River Habitats Prairie Maintenance Request**
- k. Consider ~ Water & Sewer Revised Pine Rest W&S Development Contract**
- l. Consider ~ Charitable Gaming License Request**
- m. Consider ~ Request for Temporary Fireworks Stand**
- n. Consider ~ Road Closure Request – Little Miss Firecracker Parade**

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

13. Manager's Comments

14. Supervisor's Comments

15. Trustee's Comments

NEXT SCHEDULED BOARD OF TRUSTEES MEETING: June 10, 2024

ANY INTERESTED PERSONS ARE INVITED TO ATTEND AND PARTICIPATE IN ALL TOWNSHIP BOARD OF TRUSTEE MEETINGS. PERSONS WITH DISABILITIES NEEDING ANY 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****

The contents of supporting documents (such as text, graphics, images, information, and references) are created and supplied by the author.



Revenue Breakdown Report

Page: 1 of 25

05/01/2024

Filter: All Records, Transaction.DateToPostOn Between 4/1/2024 12:00:00 AM AND 4/30/2024 11:59:59 PM

Unit Totals		
Unit Name	Records	Revenue
	149	51,225.75
TOTAL	149	51,225.75

Record Type Totals		
Unit:	Records	Revenue
Name	1	15.00
Permit	148	51,210.75
UNIT TOTAL:	149	51,225.75

Record Type Breakdowns		
Unit:		
Record Type: Name	Records	Revenue
	1	15.00
TOTAL:	1	15.00

Record Type: Permit	Records	Revenue
Building	16	22,364.00
Commercial Sign	1	130.00
Deck	3	390.00
Electrical	29	7,541.00
Furnace Replacement	1	110.00
Mechanical	65	15,402.75
Plumbing	21	4,163.00
Residential Roofing	9	810.00
Storm Drain	1	85.00
Swimming Pool	1	130.00
Water Heater Replacement	1	85.00
TOTAL:	148	51,210.75

Incidents by District/Zone

Jan 01, 2023 12:00 AM to May 10, 2024 12:37 PM

District/Zone	2024					2024		2023		YTD % Change
	Jan	Feb	Mar	Apr	May	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
Byron Township Fire	0	0	0	1	0	1	0%	0	0%	N/A
Byron Twp Fire - Byron Twp	0	0	0	0	0	0	0%	3	1%	-100%
Caledonia Township	3	3	2	0	0	8	2%	7	3%	14.29%
Cascade Township	0	0	0	0	0	0	0%	1	0%	-100%
Cutlerville - Byron Township	1	2	1	2	1	7	2%	6	2%	16.67%
Cutlerville - Gaines Township	13	7	5	12	1	38	11%	29	10%	31.03%
Kentwood	2	2	1	0	0	5	1%	6	2%	-16.67%
Leighton Township	0	0	0	0	0	0	0%	1	0%	-100%
Zone 01S - Dutton	2	1	1	1	0	5	1%	6	2%	-16.67%
Zone 02S - Dutton	14	9	7	10	2	42	12%	35	13%	20%
Zone 03S - Dutton	6	5	1	12	2	26	8%	26	9%	0%
Zone 04S - Dutton	21	14	11	14	7	67	20%	44	16%	52.27%
Zone 05S - Dutton	8	3	11	6	1	29	9%	0	0%	N/A
Zone 06S - Dutton	4	2	4	4	1	15	4%	17	6%	-11.76%
Zone 07S - Dutton	4	4	9	3	2	22	7%	21	8%	4.76%
Zone 08S - Dutton	5	3	0	3	0	11	3%	11	4%	0%
Zone 09S - Dutton	4	4	6	0	0	14	4%	27	10%	-48.15%
Zone 10S - Dutton	0	0	1	0	0	1	0%	0	0%	N/A
Zone 11R - Dutton	1	0	1	0	0	2	1%	2	1%	0%
Zone 12R - Dutton	1	3	1	0	0	5	1%	3	1%	66.67%
Zone 13R - Dutton	0	2	0	1	0	3	1%	3	1%	0%
Zone 14R - Dutton	2	1	0	1	1	5	1%	4	1%	25%
Zone 15R - Dutton	1	0	1	2	0	4	1%	3	1%	33.33%
Zone 16R - Dutton	1	5	1	1	0	8	2%	2	1%	300%
Zone 17R - Dutton	0	0	0	0	0	0	0%	2	1%	-100%
Zone 18R - Dutton	3	0	1	0	0	4	1%	1	0%	300%
Zone 19R - Dutton	0	0	0	1	0	1	0%	5	2%	-80%
Grand Total	99	72	69	79	18	337	100%	278	100%	21.22%

District/Zone	2024					2024		2023		YTD % Change
	Jan	Feb	Mar	Apr	May	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
Zone 20R - Dutton	1	2	2	1	0	6	2%	5	2%	20%
Zone 21R - Dutton	0	0	1	1	0	2	1%	3	1%	-33.33%
Zone 22R - Dutton	2	0	1	2	0	5	1%	3	1%	66.67%
Zone 23R - Dutton	0	0	0	1	0	1	0%	2	1%	-50%
Grand Total	99	72	69	79	18	337	100%	278	100%	21.22%

Incidents by Category and Month

Jan 01, 2023 12:00 AM to May 10, 2024 12:38 PM

Incident Type Category	2024					2024		2023		YTD % Change
	Jan	Feb	Mar	Apr	May	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
1 - Fire	5	7	4	1	0	17	5%	11	4%	54.55%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	0	0	0	0	0	0%	1	0%	-100%
3 - Rescue & Emergency Medical Service Incident	63	43	45	55	14	220	65%	190	68%	15.79%
4 - Hazardous Condition (No Fire)	7	2	3	2	1	15	4%	8	3%	87.50%
5 - Service Call	5	3	1	2	0	11	3%	15	5%	-26.67%
6 - Good Intent Call	6	12	10	14	1	43	13%	32	12%	34.38%
7 - False Alarm & False Call	13	5	6	4	2	30	9%	21	8%	42.86%
8 - Severe Weather & Natural Disaster	0	0	0	1	0	1	0%	0	0%	N/A
Grand Total	99	72	69	79	18	337	100%	278	100%	21.22%

Monthly Call Volume Year over Year

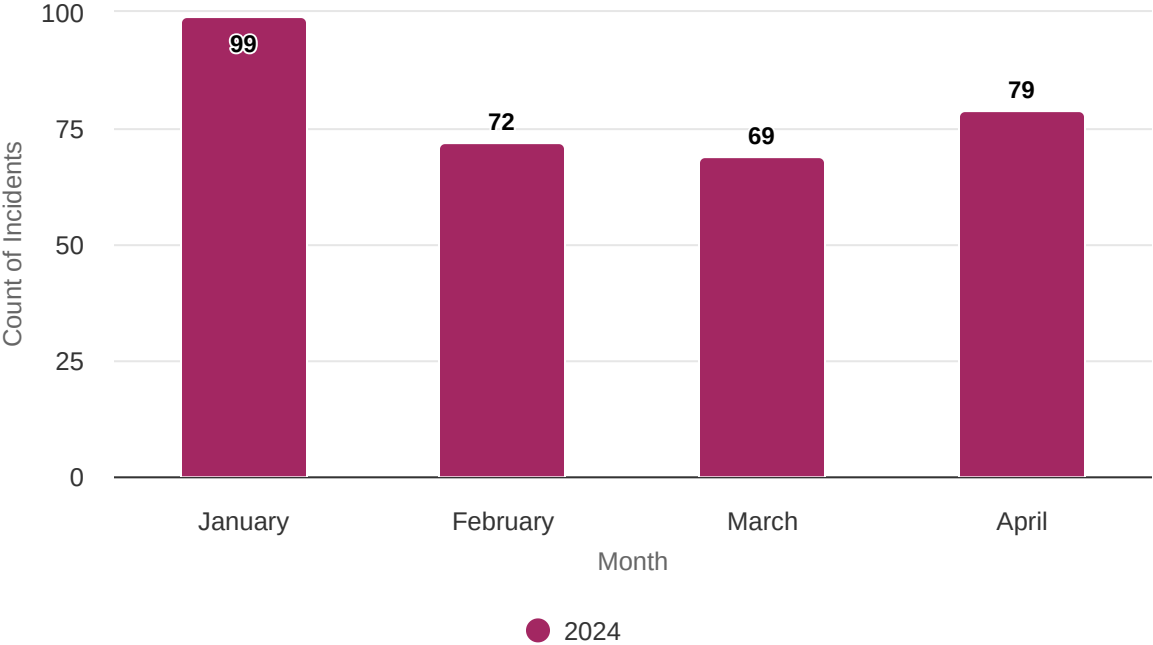
Jan 01, 2023 12:00 AM to May 10, 2024 12:39 PM



Month Name	2024		2023		YTD % Change
	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
January	99	29%	66	24%	50%
February	72	21%	68	24%	5.88%
March	69	20%	71	26%	-2.82%
April	79	23%	48	17%	64.58%
May	19	6%	25	9%	-24%
Grand Total	338	100%	278	100%	21.58%

Incidents by Month

Jan 01, 2024 to Apr 30, 2024



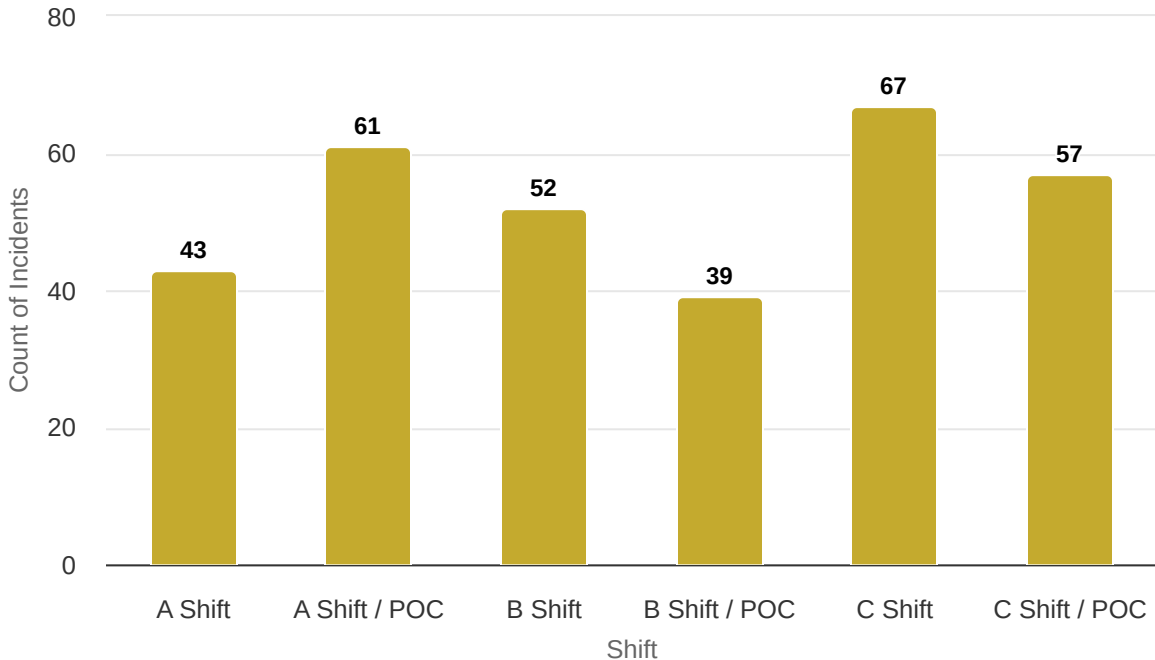
Calls in Progress

Jan 01, 2024 12:00 AM to Apr 30, 2024 11:59 PM

Calls in Progress	Occurrences	% of Occurrences	Hours	% of Hours
0 Calls In Progress	300	46.95%	2,765	95.23%
1 Call In Progress	318	49.77%	135	4.64%
2 Calls In Progress	20	3.13%	4	0.12%
3 Calls In Progress	1	0.16%	0	0.01%
Totals	639	100%	2,904	100%

Incidents by Shift

Jan 01, 2024 to Apr 30, 2024



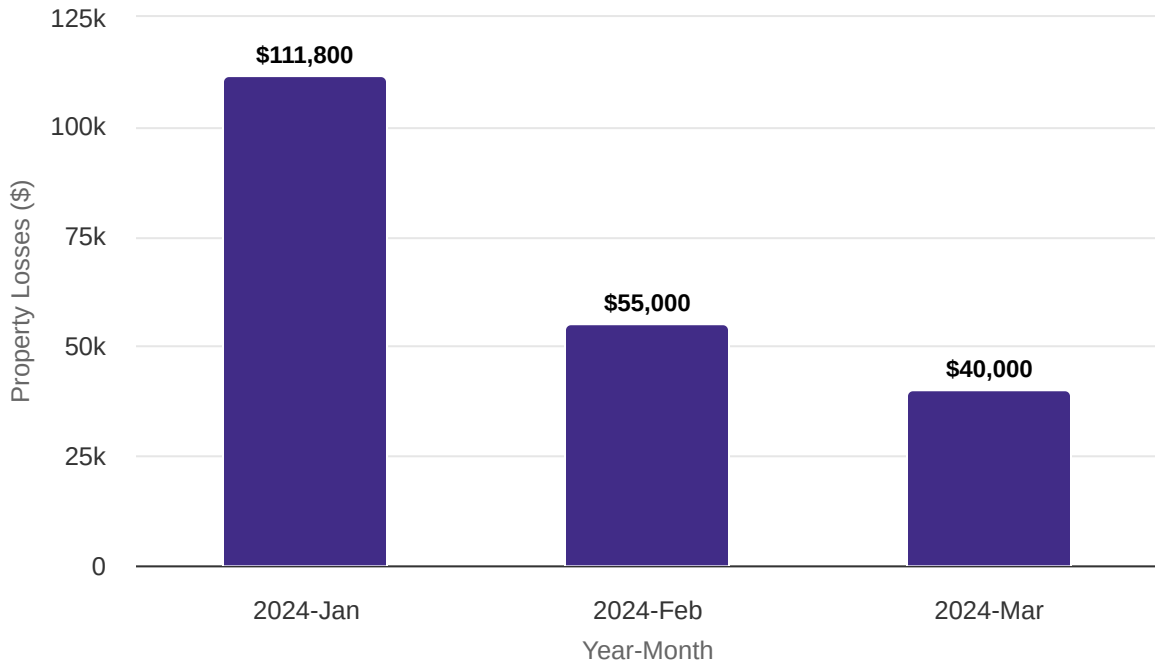
Jan 01, 2024 to Apr 30, 2024

Jan 01, 2024 to Apr 30, 2024

Day of Week

Property Losses by Month

Jan 01, 2024 to Apr 30, 2024



Aid Given and Received Summary

Jan 01, 2024 to Apr 30, 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%	3	0%	3	0%
City of Kentwood Fire Department	4	0%	4	0%	0	0%	1	0%
Cutlerville Fire Department	5	0%	4	0%	28	0%	13	0%
Leighton Township Fire Department	0	0%	1	0%	0	0%	0	0%
Overall	13	100%	11	100%	31	100%	17	100%

Incidents by District/Zone

Jan 01, 2023 12:00 AM to May 10, 2024 12:13 PM

District/Zone	2024					2024		2023		YTD % Change
	Jan	Feb	Mar	Apr	May	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
B1U - Byron Township	8	4	1	2	0	15	2%	10	1%	50%
B2U - Byron Township	21	32	18	29	6	106	13%	118	15%	-10.17%
B3U - Byron Township	11	6	9	9	7	42	5%	50	7%	-16%
B4U - Byron Township	33	26	17	25	5	106	13%	75	10%	41.33%
B5S - Byron Township	0	0	0	0	1	1	0%	6	1%	-83.33%
B6S - Byron Township	13	14	13	11	5	56	7%	53	7%	5.66%
B7R - Byron Township	2	3	4	1	0	10	1%	3	0%	233.33%
B8R - Byron Township	1	0	1	0	0	2	0%	2	0%	0%
Byron Township Fire	5	0	2	0	0	7	1%	7	1%	0%
Dutton Fire Department	8	5	3	4	1	21	3%	5	1%	320%
G1U - Gaines Township	35	18	24	47	7	131	16%	161	21%	-18.63%
G2S - Gaines Township	19	15	11	13	6	64	8%	81	11%	-20.99%
G3U - Gaines Township	34	34	25	27	9	129	16%	93	12%	38.71%
G4S - Gaines Township	4	9	6	6	3	28	3%	17	2%	64.71%
G5S - Gaines Township	11	6	7	16	0	40	5%	42	5%	-4.76%
G6S - Gaines Township	3	1	3	3	2	12	1%	10	1%	20%
G7R - Gaines Township	2	1	5	1	2	11	1%	12	2%	-8.33%
G8R - Gaines Township	2	1	1	1	0	5	1%	3	0%	66.67%
Kentwood	2	6	3	4	2	17	2%	15	2%	13.33%
Wyoming	2	1	0	0	0	3	0%	6	1%	-50%
Grand Total	216	182	153	199	56	806	100%	769	100%	4.81%

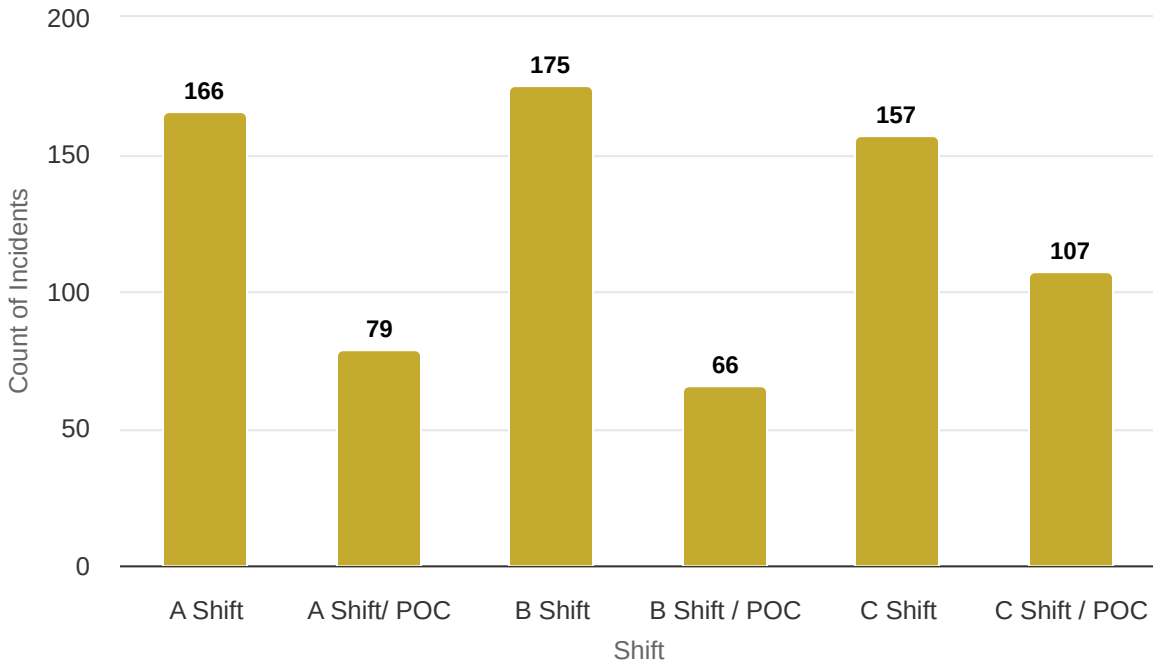
Incidents by Category and Month

Jan 01, 2023 12:00 AM to May 10, 2024 12:14 PM

Incident Type Category	2024					2024		2023		YTD % Change
	Jan	Feb	Mar	Apr	May	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
1 - Fire	6	9	5	9	4	33	4%	20	3%	65%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	0	0	0	0	0	0%	1	0%	-100%
3 - Rescue & Emergency Medical Service Incident	155	129	105	134	36	559	69%	560	73%	-0.18%
4 - Hazardous Condition (No Fire)	9	1	4	5	0	19	2%	14	2%	35.71%
5 - Service Call	3	2	2	7	3	17	2%	10	1%	70%
6 - Good Intent Call	27	18	17	18	6	86	11%	89	12%	-3.37%
7 - False Alarm & False Call	16	21	17	21	6	81	10%	64	8%	26.56%
8 - Severe Weather & Natural Disaster	0	0	1	1	0	2	0%	0	0%	N/A
9 - Special Incident Type	0	2	2	4	1	9	1%	11	1%	-18.18%
Grand Total	216	182	153	199	56	806	100%	769	100%	4.81%

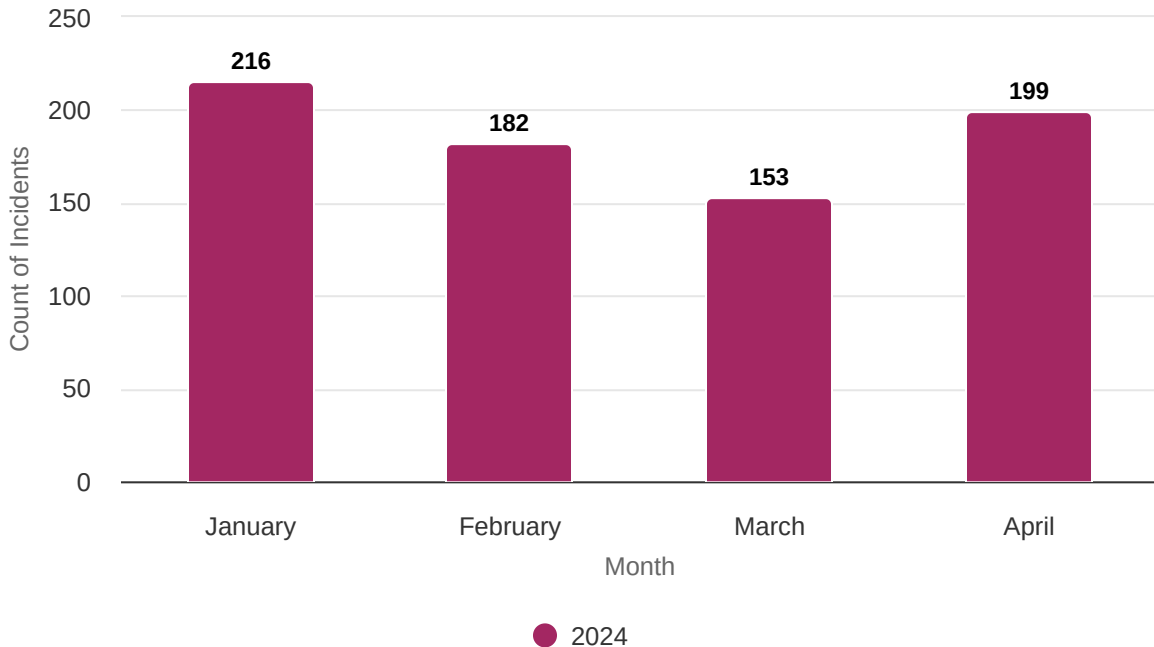
Incidents by Shift

Jan 01, 2024 to Apr 30, 2024



Incidents by Month

Jan 01, 2024 to Apr 30, 2024



Monthly Call Volume Year over Year

Jan 01, 2023 12:00 AM to May 10, 2024 12:16 PM



Month Name	2024		2023		YTD % Change
	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
January	216	27%	184	24%	17.39%
February	182	23%	161	21%	13.04%
March	153	19%	192	25%	-20.31%
April	199	25%	168	22%	18.45%
May	56	7%	64	8%	-12.50%
Grand Total	806	100%	769	100%	4.81%

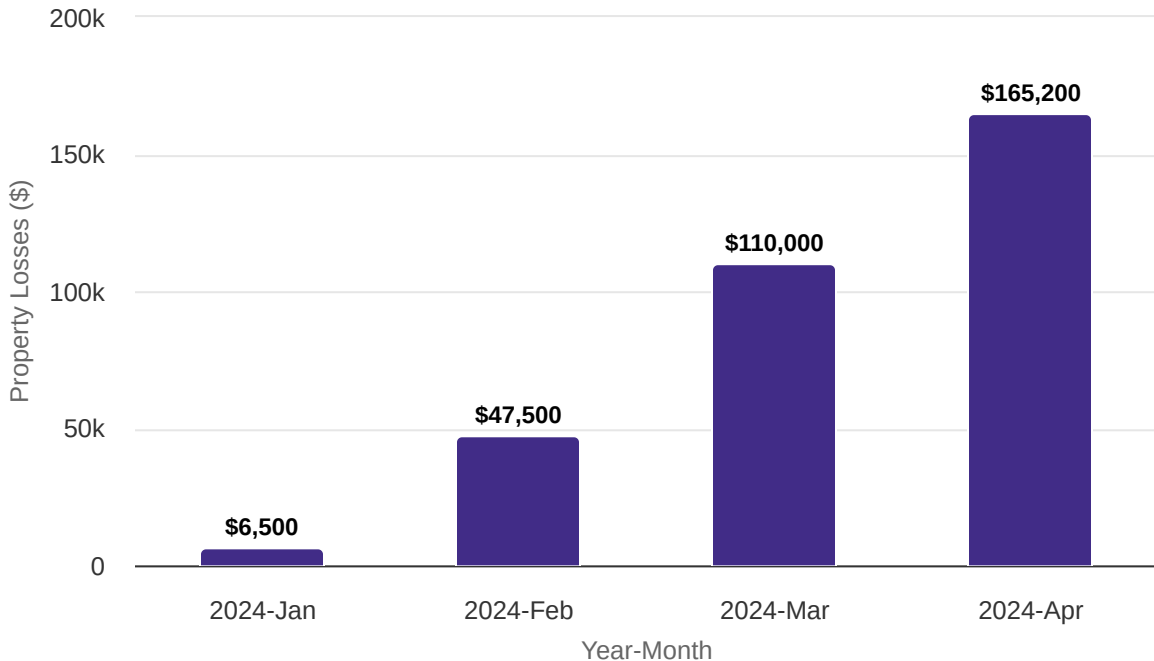
Incidents by Day and Hour

Jan 01, 2024 to Apr 30, 2024

		0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Day of Week	Sunday	3	3	3	1	1	4	1	1	3	2	3	0	7	6	5	3	7	7	5	7	4	6	1	6
	Monday	6	2	1	0	3	2	5	3	8	10	3	8	9	6	5	8	7	4	8	8	1	3	5	3
	Tuesday	2	3	3	5	2	5	8	2	9	1	6	9	4	5	7	6	6	12	4	8	7	5	8	2
	Wednesday	2	2	1	1	2	7	2	3	3	4	5	9	5	10	7	9	4	4	2	6	3	3	6	2
	Thursday	2	2	5	2	2	4	4	1	2	6	3	8	6	2	7	8	3	11	3	4	9	4	6	2
	Friday	3	2	0	2	2	2	2	3	11	6	4	8	6	1	6	4	9	7	6	14	6	2	4	4
	Saturday	6	4	1	0	5	0	1	4	2	2	5	8	4	6	3	5	2	5	2	5	10	3	5	4

Property Losses by Month

Jan 01, 2024 to Apr 30, 2024



Aid Given and Received Summary

Jan 01, 2024 to Apr 30, 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	3	0%	4	0%	0	0%	13	0%
City of Kentwood Fire Department	4	0%	8	0%	0	0%	9	0%
City of Wyoming Fire Department	1	0%	2	0%	1	0%	3	0%
Dutton Fire Department	5	0%	5	0%	13	0%	26	0%
Overall	13	100%	19	100%	14	100%	51	100%

Calls in Progress

Jan 01, 2024 12:00 AM to Apr 30, 2024 11:59 PM

Calls in Progress	Occurrences	% of Occurrences	Hours	% of Hours
0 Calls In Progress	676	45.04%	2,636	90.77%
1 Call In Progress	747	49.77%	253	8.71%
2 Calls In Progress	75	5%	15	0.50%
3 Calls In Progress	3	0.20%	0	0.02%
Totals	1,501	100%	2,904	100%



Michelle LaJoye-Young
SHERIFF

Bryan Muir
UNDERSHERIFF

APRIL 2024 GAINES TOWNSHIP CP REPORT

COMPLETED

- Took a week of vacation to Florida with my family
- Attended a Safe and Secure Elections training at Grand Valley with Clerk Brew
- Attended the Sheriff's Office April block training
- Assisted the road patrol with obtaining some video from the library on a theft complaint
- Worked with Green Meadow Management on a problem tenant on South Green Meadow
- Worked some more on National Night Out (finalized helicopter landing zone, contact for funding, site prep with South Christian)
- Put together an updated calls for service list for Rob and Rod
- Working with the Army National Guard for an equipment display at National Night Out
- Dealt with 2 sex offender issues (both on Eastern) for our records department
- Patrolled various portions of the M6 trail
- Assisted on an indecent juvenile call along S Division near M6
- Assisted a resident on a gun issue at the south precinct
- Working with a business owner in the 3300blk of 68th St on some neighbor issues
- Assisted Dutton URC with some procedural questions
- Worked with our detective bureau on deploying our bait car in Gaines Township (yep, it was stolen, and we arrested 4 people)
- Helped the Byron CP Deputy with a silent observer tip
- Working with Preservation Lakes neighborhood safety group on our next meeting
- Worked with a resident along Division on a tornado safety plan
- Looked into a Zoning issue for Dan Wells 6800 blk of Madison Ave



- Assisted Dutton Mill MHP with preparing a neighborhood watch group
- Assisted Dutton Christian School with their Grandparents Day traffic
- Assisted South Christian High School with some neighbor kids trespassing
- Helped a resident of the Grand Motel with a stalking issue
- Spoke with a resident about a shooting complaint along Wing Ave
- Assisted a resident on Wayne St with an issue on the Buck Creek extension. We worked with the Kent County Drain Commission on the same issue

ONGOING / UPCOMING

- Crossing Guard duty at Legacy Christians upcoming Grandparents Day
- Attending Legacy Christians upcoming Field Day
- Attending the Steven's Pointe Neighborhood meeting
- Holding an Active Shooter presentation at Covenant Church



**MINUTES OF GAINES CHARTER TOWNSHIP BOARD
FOR THE REGULAR 7:00 PM MEETING
April 08, 2024**

Present: Clerk Brew, Treasurer Lemke, Trustees Fryling, Terpstra, VanderStel Staff: Manager Weersing, Community Development Director Wells

Absent with notice: Supervisor DeWard, Trustee Haagsma

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

1. The meeting was called to order at 7:03 p.m. by Board Member Lemke.

Motion by Board Member Vander Stel and seconded by Board Member Terpstra to appoint Board Member Brew to chair the meeting in Supervisor DeWard's absence.

VOICE VOTE: 5 Aye. 0 Nay. Motion carried on voice vote.

2. Question of Conflict of Interest

None

3. Review of the Consent Agenda.

None

4. Meeting Agenda

Motion by Board Member Lemke and seconded by Board Member Vander Stel to approve the proposed agenda.

VOICE VOTE: 5 Aye. 0 Nay. Motion carried on voice vote.

5. Communications ~ Non-action Informational Items

- a) **March 2024 Building Department Revenue Report**
- b) **March 2024 Dutton Fire Run Report**
- c) **March 2024 Cutlerville Fire Run Report**
- d) **March 2024 Community Policing Officer's Report**
- e) **March 2024 Kent County Road Commission Newsletter**

6. Scheduled Speakers

None.

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

None.

8. Public Hearings

A Rezoning of 7610 Division Avenue SE from Heavy Industrial to Neighborhood Commercial.

Motion by Board Member Fryling and seconded by Board Member Vander Stel to open the Public Hearing for Rezoning of 7610 Division Avenue SE from Heavy Industrial to Neighborhood Commercial.

VOICE VOTE: 5 Aye. 0 Nay. Motion carried on voice vote.

No one spoke.

Motion by Board Member Vander Stel and seconded by Board Member Terpstra to close the Public Hearing for Rezoning of 7610 Division Avenue SE from Heavy Industrial to Neighborhood Commercial.

VOICE VOTE: 5 Aye. 0 Nay. Motion carried on voice vote.

9. Approval of the Consent Agenda

Motion by Board Member Lemke and seconded by Board Member Fryling to approve the Consent agenda including the March 11, 2024 Township Board meeting minutes; General fund expenditures from 03/1/2024 through 03/31/2024 totaling \$112,220.64; Public Safety Special Assessment District expenditures totaling \$272,428.49; Building inspections totaling \$47,777.09; Water and sewer fund expenditures \$457,201.83; and Treasurer's report for February 2024 and 2023 Summary Report.

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

10. New Business

A. Rezoning of 7610 Division Avenue SE from Heavy Industrial to Neighborhood Commercial

Motion by Board Member Lemke and seconded by Board Member Vander Stel to approve Rezoning of 7610 Division Avenue SE from Heavy Industrial to Neighborhood Commercial with the Planning Commission recommendations.

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

B. Hoffman Meadows Phase II Preliminary Plat Approval

Motion by Board Member Lemke and seconded by Board Member Terpstra to approve the Hoffman Meadows Phase II Preliminary Plat Approval with conditions in the staff report.

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

C. Township's Natural Resources Inventory

Motion by Board Member Lemke and seconded by Board Member Terpstra to postpone the project definitely to October 2024 with fee budgeted in the 2025 budget with educational materials developed and communication to community of research.

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

D. Request for Temporary Fireworks Stand

Motion by Board Member Lemke and seconded by Board Member Fryling to grant the request for a temporary fireworks stand with conditions outlined in the staff request.

ROLL CALL VOTE: Board Member Lemke - yes, Board Member Fryling - yes, Board Member Terpstra - yes, Board Member Vander Stel - no, Board Member Brew - no. Motion carried.

E. Ordinance waiver for Cemetery Bench

Motion by Board Member Vander Stel and seconded by Board Member Terpstra to grant the cemetery ordinance exemption with condition that the monument company work with the sexton to install appropriate base.

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

F. Purchase Mower for Dutton Fire Department

Motion by Board Member Terpstra and seconded by Board Member Vander Stel to approve the purchase of the Walter's Equipment mower for \$7,903.46 for the Dutton Fire Department.

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

G. Thornapple Farms Street Light Special Assessment District

Motion by Board Member Lemke and seconded by Board Member Vander Stel to set a public hearing for May 13, 2024, for Thornapple Farms Street Light Special Assessment District.

VOICE VOTE: 5 Aye. 0 Nay. Motion carried on voice vote.

H. Water and Sewer Development Contract for Prairie Wolf Station

Motion by Board Member Vander Stel and seconded by Board Member Terpstra to approve the Water and Sewer Development Contract for Prairie Wolf Station.

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

I. Township Manager's Annual Review

Motion by Board Member Lemke and seconded by Board Member Vander Stel to increase the Township Manager's salary by \$5,000 retroactive to February 27, 2024, to extend his contract by a year to February 27, 2026, and to approve the expenditure for Birkman Assessment coaching.

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

11. Public Comments

Two South Christian students presented a recommendation to the Township Board to install Pickleball Courts in the Prairie Wolf Park.

12. Manager's comments

None.

13. Supervisor's comments.

None.

14. Trustees comments

Pine Rest security issue is still under discussion.

15. Adjournment

Board Member Brew adjourned the meeting at 08:37 p.m.

Michael Alex Brew, Clerk

Robert DeWard, Supervisor

Amber VanderMolen, Deputy Clerk

05/01/2024

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 04/01/2024 - 04/30/2024

Check Date	Bank	Check #	Payee	Description	Amount
04/04/2024	GEN 2	33457	123.NET	TELECOMMUNICATIONS	503.00
04/04/2024	GEN 2	33458	AMAZON CAPITAL SERVICES	TWP OFFICE RECYCLE BIN	44.99
04/04/2024	GEN 2	33459#	ARROWASTE INC	TWP OFFICE	160.94
04/04/2024	GEN 2	33459	ARROWASTE INC	BLAIN CEMETERY	63.80
04/04/2024	GEN 2	33459	ARROWASTE INC	LIBRARY	80.80
				CHECK GEN 2 33459 TOTAL FOR FUND 101:	305.54
04/04/2024	GEN 2	33460#	BUSINESS SYSTEM SOLUTIONS, INC	WORKSTATION SETUP FOR LAURIE	199.00
04/04/2024	GEN 2	33460	BUSINESS SYSTEM SOLUTIONS, INC	TWP HALL CFD DFD IT	4,765.11
04/04/2024	GEN 2	33460	BUSINESS SYSTEM SOLUTIONS, INC	BUILDING DEPT UPGRADE	199.99
				CHECK GEN 2 33460 TOTAL FOR FUND 101:	5,164.10
04/04/2024	GEN 2	33462#	CONSUMERS ENERGY	49511 LED LIGHTS	2,199.90
04/04/2024	GEN 2	33462	CONSUMERS ENERGY	6610 DIV. STREET LIGHTS , ELECTRIC	103.10
04/04/2024	GEN 2	33462	CONSUMERS ENERGY	6455 DIV. STLIGHTS	105.58
04/04/2024	GEN 2	33462	CONSUMERS ENERGY	6883 DIV.ST LIGHTS	131.46
04/04/2024	GEN 2	33462	CONSUMERS ENERGY	STREET LIGHTS	14,650.74
04/04/2024	GEN 2	33462	CONSUMERS ENERGY	ELECTRIC, 1270 68TH ST BLAIN CEMETERY	70.07
04/04/2024	GEN 2	33462	CONSUMERS ENERGY	ELECTRIC 1270 68TH ST. BLAIN CEMETERY	58.12
				CHECK GEN 2 33462 TOTAL FOR FUND 101:	17,318.97
04/04/2024	GEN 2	33463#	FIRST BANKCARD CENTER	ELECTIONS MEALS , CONFERENCES	1,244.64
04/04/2024	GEN 2	33463	FIRST BANKCARD CENTER	ELECTIONS MEALS , CONFERENCES	40.63
04/04/2024	GEN 2	33463	FIRST BANKCARD CENTER	ELECTIONS MEALS , CONFERENCES	2,058.21

04/04/2024	GEN 2	33463	FIRST BANKCARD CENTER	ELECTIONS MEALS , CONFERENCES	59.30
				CHECK GEN 2 33463 TOTAL FOR FUND 101:	3,402.78
04/04/2024	GEN 2	33464	FIRST BANKCARD CENTER	CFD, DFD,MEALS CHAIN SAW	494.95
04/04/2024	GEN 2	33465	FIRST BANKCARD CENTER	BBOARD OF REVIEWS MEALS	265.34
04/04/2024	GEN 2	33466	FIRST BANKCARD CENTER	WATER, MICHIGAN PLUMBING AND MECHANICAL CO	17.07
04/04/2024	GEN 2	33467	FIRST BANKCARD CENTER	KEYS, FUNNEL,MISC.	15.86
04/04/2024	GEN 2	33468#	JACK'S LAWN & SNOWPLOWING, INC	SNOWPLOWING, FOR TWP HALL AND GROUNDS	2,062.38
04/04/2024	GEN 2	33468	JACK'S LAWN & SNOWPLOWING, INC	8557 SHERIFF DEPT.SNOWPLOWING	690.04
04/04/2024	GEN 2	33468	JACK'S LAWN & SNOWPLOWING, INC	1270 68TH STREET , BLAIN CEMETERY	285.71
04/04/2024	GEN 2	33468	JACK'S LAWN & SNOWPLOWING, INC	DUTTON CEMETERY1	285.71
04/04/2024	GEN 2	33468	JACK'S LAWN & SNOWPLOWING, INC	LIBRARY SNOWPLOWING	1,030.81
				CHECK GEN 2 33468 TOTAL FOR FUND 101:	4,354.65
04/04/2024	GEN 2	33470	LAMPHEAR SERVICE COMPANY INC	FIXED LEAK INTHE WOMANS RESTROOM CEILING	143.00
04/04/2024	GEN 2	33471#	MEYERS CLEANING SERVICE INC	TWP CLEANING,AND LIBRARY CLEANING	1,233.50
04/04/2024	GEN 2	33471	MEYERS CLEANING SERVICE INC	TWP CLEANING,AND LIBRARY CLEANING	1,233.50
				CHECK GEN 2 33471 TOTAL FOR FUND 101:	2,467.00
04/04/2024	GEN 2	33472#	STAPLES	CLERK AND GEN ADMIN OFFICE SUPPLIES	19.60
04/04/2024	GEN 2	33472	STAPLES	CLERK AND GEN ADMIN OFFICE SUPPLIES	54.32
04/04/2024	GEN 2	33472	STAPLES	GEN ADMIN PAPER	45.18
04/04/2024	GEN 2	33472	STAPLES	GEN ADMIN BATTERY BACKUP	80.00
				CHECK GEN 2 33472 TOTAL FOR FUND 101:	199.10

04/11/2024	GEN 2	107(E)#	BLUE CROSS HSA	HEALTH	** VOIDED **
04/11/2024	GEN 2	107(E)	BLUE CROSS HSA	HEALTH	** VOIDED **
04/11/2024	GEN 2	107(E)	BLUE CROSS HSA	HEALTH	** VOIDED **
04/11/2024	GEN 2	107(E)	BLUE CROSS HSA	HEALTH	** VOIDED **
04/11/2024	GEN 2	107(E)	BLUE CROSS HSA	HEALTH	** VOIDED **
04/11/2024	GEN 2	107(E)	BLUE CROSS HSA	HEALTH	** VOIDED **
04/11/2024	GEN 2	107(E)	BLUE CROSS HSA	HEALTH	** VOIDED **
04/11/2024	GEN 2	33476#	AMAZON CAPITAL SERVICES	BLUETOOTH MOUSE,WIRELESS	32.99
04/11/2024	GEN 2	33476	AMAZON CAPITAL SERVICES	KEY	7.98
				CHECK GEN 2 33476 TOTAL FOR FUND 101:	40.97
04/11/2024	GEN 2	33477	BOSTON SQUARE LOCK & KEY INC	REKEYED & MASTER KEY, DOOR PLATE, REMODEL PL	397.00
04/11/2024	GEN 2	33479	CLARK HILL	LEGAL SERVICES	467.50
04/11/2024	GEN 2	33483	DEAN'S EXCAVATING	REMOVED TRASH,HAUL TO LANDFILL,MACHINE TIME	6,950.00
04/11/2024	GEN 2	33484	ELECTION SOURCE	ICX PRINTER	810.00

04/11/2024	GEN 2	33487	GREATAMERICA FINANCIAL SERVICES	CONTRACTED SERVICES	969.00
04/11/2024	GEN 2	33488	HORIZON COMMUNITY PLANNING LLC	WORKING DRAFT CHAPTERS,GENERAL INQUIRIES	1,332.50
04/11/2024	GEN 2	33491	MAYNARDS WATER CONDITIONING LLC	12/40LB SALT	189.60
04/11/2024	GEN 2	33493#	MICHAEL BREW	MILEAGE/ELECTION/CLERK	158.79
04/11/2024	GEN 2	33493	MICHAEL BREW	MILEAGE/ELECTION/CLERK	79.73
				CHECK GEN 2 33493 TOTAL FOR FUND 101:	238.52
04/11/2024	GEN 2	33494	MICHIGAN TOWNSHIP ASSOCIATION	REQUIRED TRAINING (FEB 13) / BOARD ID REVIEW TF	150.00
04/11/2024	GEN 2	33496	ROD WEERSING	MILEAGE	43.55
04/11/2024	GEN 2	33496	ROD WEERSING	MILEAGE	78.39
04/11/2024	GEN 2	33496	ROD WEERSING	MILEAGE	89.11
04/11/2024	GEN 2	33496	ROD WEERSING	PHONE STIPEND	75.00
				CHECK GEN 2 33496 TOTAL FOR FUND 101:	286.05
04/11/2024	GEN 2	33497	SIEGFRIED CRANDALL VOS & LEWIS	AUDITING SERVICES FOR YEAR ENDING 12/31/2023	17,000.00
04/11/2024	GEN 2	33499#	T-MOBILE	TELECOMMUNICATIONS	21.60
04/11/2024	GEN 2	33499	T-MOBILE	TELECOMMUNICATIONS	43.20
04/11/2024	GEN 2	33499	T-MOBILE	TELECOMMUNICATIONS	21.60
04/11/2024	GEN 2	33499	T-MOBILE	TELECOMMUNICATIONS	38.60
04/11/2024	GEN 2	33499	T-MOBILE	TELECOMMUNICATIONS	194.25
04/11/2024	GEN 2	33499	T-MOBILE	TELECOMMUNICATIONS	21.60
04/11/2024	GEN 2	33499	T-MOBILE	TELECOMMUNICATIONS	43.20
				CHECK GEN 2 33499 TOTAL FOR FUND 101:	384.05

04/11/2024	GEN 2	33501#	THE SUN AND NEWS	DISPLAY PUBLIC HEARING,EAST PARIS, 8808 EASTER	133.80
04/11/2024	GEN 2	33501	THE SUN AND NEWS	DISPLAY PUBLIC HEARING,EAST PARIS, 8808 EASTER	106.20
04/11/2024	GEN 2	33501	THE SUN AND NEWS	DISPLAY PUBLIC HEARING,EAST PARIS, 8808 EASTER	286.20
				CHECK GEN 2 33501 TOTAL FOR FUND 101:	526.20
04/19/2024	GEN 2	33503	ACCIDENT FUND	WORKER"S COMPENSATION INSURANCE	2,230.96
04/19/2024	GEN 2	33504	ADOBE INC	SOFTWARE, APRIL 2024-APRIL 2025	5,743.08
04/19/2024	GEN 2	33505#	AMAZON CAPITAL SERVICES	COMPUTER MONITOR	149.99
04/19/2024	GEN 2	33505	AMAZON CAPITAL SERVICES	SCREEN PROTECTOR,SECURITY SHIELD FILTER	54.38
04/19/2024	GEN 2	33505	AMAZON CAPITAL SERVICES	FILE CABINET	149.00
04/19/2024	GEN 2	33505	AMAZON CAPITAL SERVICES	SHOULDER BAG MILITARY SATCHEL,WIRELESS MOU:	34.53
04/19/2024	GEN 2	33505	AMAZON CAPITAL SERVICES	SHOULDER BAG MILITARY SATCHEL,WIRELESS MOU:	38.99
				CHECK GEN 2 33505 TOTAL FOR FUND 101:	426.89
04/19/2024	GEN 2	33506	BLUE CROSS HSA	VISION	182.38
04/19/2024	GEN 2	33507	CINTAS	BLACK MATS	90.13
04/19/2024	GEN 2	33509	DAKOTA J. SWAN	MILEAGE	42.81
04/19/2024	GEN 2	33510	DAN WELLS	PARKING FOR RIGHT PLACE MEETING	10.00

04/19/2024	GEN 2	33511#	DELTA DENTAL	HEALTH & LIFE INSURANCE	114.61
04/19/2024	GEN 2	33511	DELTA DENTAL	HEALTH & LIFE INSURANCE	183.95
04/19/2024	GEN 2	33511	DELTA DENTAL	HEALTH & LIFE INSURANCE	268.30
04/19/2024	GEN 2	33511	DELTA DENTAL	HEALTH & LIFE INSURANCE	39.80
04/19/2024	GEN 2	33511	DELTA DENTAL	HEALTH & LIFE INSURANCE	208.96
04/19/2024	GEN 2	33511	DELTA DENTAL	HEALTH & LIFE INSURANCE	39.80
04/19/2024	GEN 2	33511	DELTA DENTAL	HEALTH & LIFE INSURANCE	134.15
				CHECK GEN 2 33511 TOTAL FOR FUND 101:	989.57
04/19/2024	GEN 2	33512	FIRST UNUM LIFE INSURANCE COMPANY	HEALTH AND LIFE INSURANCE	1,390.07
04/19/2024	GEN 2	33513	INTERURBAN TRANSIT PARTNERSHIP	CONTRACT SERVICE FOR : APRIL 2024	3,278.64
04/19/2024	GEN 2	33513	INTERURBAN TRANSIT PARTNERSHIP	CONTRACT SERVICE FOR APRIL2024, RUAL GO BUS	671.14
				CHECK GEN 2 33513 TOTAL FOR FUND 101:	3,949.78
04/19/2024	GEN 2	33514	JND SNOWPLOWING INC	2023-2024 SNOWPLOW	2,357.14
04/19/2024	GEN 2	33516#	KIM TRIPLETT	ON CALL COMMUNITY ROOM, CELL PHONE	25.00
04/19/2024	GEN 2	33516	KIM TRIPLETT	ON CALL COMMUNITY ROOM, CELL PHONE	50.00
				CHECK GEN 2 33516 TOTAL FOR FUND 101:	75.00
04/19/2024	GEN 2	33517	MEDMUTUAL LIFE	INSURANCE	430.30
04/26/2024	GEN 2	109(E)#	BLUE CROSS HSA	HEALTH	232.85
04/26/2024	GEN 2	109(E)	BLUE CROSS HSA	HEALTH	232.86
04/26/2024	GEN 2	109(E)	BLUE CROSS HSA	HEALTH	1,548.50
04/26/2024	GEN 2	109(E)	BLUE CROSS HSA	HEALTH	523.93
04/26/2024	GEN 2	109(E)	BLUE CROSS HSA	HEALTH	2,939.83
04/26/2024	GEN 2	109(E)	BLUE CROSS HSA	HEALTH	669.48
04/26/2024	GEN 2	109(E)	BLUE CROSS HSA	HEALTH	1,630.00
				CHECK GEN 2 109(E) TOTAL FOR FUND 101:	7,777.45

04/26/2024	GEN 2	33520#	BLOOM SLUGGETT	LEGAL SERVICES	888.00
04/26/2024	GEN 2	33520	BLOOM SLUGGETT	LEGAL SERVICES	312.00
				CHECK GEN 2 33520 TOTAL FOR FUND 101:	1,200.00
04/26/2024	GEN 2	33521#	BS&A SOFTWARE	PERMIT APPLICATION,PAYROLL,ASSESSING	1,158.00
04/26/2024	GEN 2	33521	BS&A SOFTWARE	PERMIT APPLICATION,PAYROLL,ASSESSING	1,903.00
04/26/2024	GEN 2	33521	BS&A SOFTWARE	PERMIT APPLICATION,PAYROLL,ASSESSING	2,193.00
04/26/2024	GEN 2	33521	BS&A SOFTWARE	PERMIT APPLICATION,PAYROLL,ASSESSING	731.50
				CHECK GEN 2 33521 TOTAL FOR FUND 101:	5,985.50
04/26/2024	GEN 2	33523#	CONSUMERS ENERGY	TWP ELECTRIC	3,696.02
04/26/2024	GEN 2	33523	CONSUMERS ENERGY	TRAFFIC CIRCLE	97.58
04/26/2024	GEN 2	33523	CONSUMERS ENERGY	7261 DIV. AVE. STREET LIGHTS	99.04
04/26/2024	GEN 2	33523	CONSUMERS ENERGY	DUTTON CEMETERY, ELECTRIC	28.77
04/26/2024	GEN 2	33523	CONSUMERS ENERGY	LIBRARY, ELECTRIC	682.92
				CHECK GEN 2 33523 TOTAL FOR FUND 101:	4,604.33
04/26/2024	GEN 2	33524	DAN WELLS	MILEAGE	** VOIDED **
04/26/2024	GEN 2	33526#	DJ'S LANDSCAPE MANAGEMENT	TWP GAINES,MONTHLY	2,228.78
04/26/2024	GEN 2	33526	DJ'S LANDSCAPE MANAGEMENT	LIBRARY, MONTHLY	187.00
				CHECK GEN 2 33526 TOTAL FOR FUND 101:	2,415.78
04/26/2024	GEN 2	33527#	DTE ENERGY	TWP, NATURAL GAS	1,476.71
04/26/2024	GEN 2	33527	DTE ENERGY	LIBRARY, NATURAL GAS	388.71
				CHECK GEN 2 33527 TOTAL FOR FUND 101:	1,865.42
04/26/2024	GEN 2	33528	GORDON WATER	6/5GAL WATER DELIVERED H/C COOLER RENT	49.99

04/26/2024	GEN 2	33529	HUIZINGA LAWN SPRINKLING INC	LIBRARY, SPRINKLING	152.25
04/26/2024	GEN 2	33530#	IPM SERVICES	INSPECTION ,TWP	42.00
04/26/2024	GEN 2	33530	IPM SERVICES	INSPECTION FOR LIBRARY	25.00
				CHECK GEN 2 33530 TOTAL FOR FUND 101:	67.00
04/26/2024	GEN 2	33533	KCAAO	2024 REG. AND ASSOCIATE MEMBERSHIP DUES , JIM	105.00
04/26/2024	GEN 2	33533	KCAAO	REG AND ASSOCIATE MEMBERSHIP DUES,KAREN GE	105.00
04/26/2024	GEN 2	33533	KCAAO	MICHAEL VISBARA,2024 REG.AND ASSOCIATE MEMB	105.00
				CHECK GEN 2 33533 TOTAL FOR FUND 101:	315.00
04/26/2024	GEN 2	33536#	LAMPHEAR SERVICE COMPANY INC	ANNUAL MAINTENANCE, INSPECTIONS	1,455.00
04/26/2024	GEN 2	33536	LAMPHEAR SERVICE COMPANY INC	COMPLETED ANNUAL MAINTENANCE, LIBRARY	640.00
				CHECK GEN 2 33536 TOTAL FOR FUND 101:	2,095.00
04/26/2024	GEN 2	33539	MICHIGAN ASSOCIATION OF PLANNI	MEMBER DUES	65.00
04/26/2024	GEN 2	33540#	MINER SUPPLY COMPANY	SUPPLIES FOR TWP	309.37
04/26/2024	GEN 2	33540	MINER SUPPLY COMPANY	LIBRARY, SUPPLIES	182.53
				CHECK GEN 2 33540 TOTAL FOR FUND 101:	491.90
04/26/2024	GEN 2	33543	STAR 2 STAR COMMUNICATIONS	TELECOMMUNICATIONS FOR TWP	886.78
04/26/2024	GEN 2	33545	WEST MICHIGAN DOCUMENT SHREDDING LL	SHREDDING SERVICE	40.00
				Total for fund 101 GENERAL FUND	110,367.25

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

05/01/2024

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 04/01/2024 - 04/30/2024

Check Date	Bank	Check #	Payee	Description	Amount
04/04/2024	GEN 2	33458	AMAZON CAPITAL SERVICES	CFD TARPS	132.18
04/04/2024	GEN 2	33458	AMAZON CAPITAL SERVICES	CFD FIREMAN'S SCBA RESPIRATOR	192.00
				CHECK GEN 2 33458 TOTAL FOR FUND 205:	324.18
04/04/2024	GEN 2	33459#	ARROWASTE INC	CFD	128.79
04/04/2024	GEN 2	33459	ARROWASTE INC	DFD	53.52
				CHECK GEN 2 33459 TOTAL FOR FUND 205:	182.31
04/04/2024	GEN 2	33460#	BUSINESS SYSTEM SOLUTIONS, INC	TWP HALL CFD DFD IT	1,095.45
04/04/2024	GEN 2	33460	BUSINESS SYSTEM SOLUTIONS, INC	TWP HALL CFD DFD IT	485.00
				CHECK GEN 2 33460 TOTAL FOR FUND 205:	1,580.45
04/04/2024	GEN 2	33461	COMCAST	DFD	244.64
04/04/2024	GEN 2	33462	CONSUMERS ENERGY	11 68TH ST. CFD	1,051.05
04/04/2024	GEN 2	33464#	FIRST BANKCARD CENTER	CFD, DFD, MEALS CHAIN SAW	40.58
04/04/2024	GEN 2	33464	FIRST BANKCARD CENTER	CFD, DFD, MEALS CHAIN SAW	40.58
				CHECK GEN 2 33464 TOTAL FOR FUND 205:	81.16

04/04/2024	GEN 2	33468#	JACK'S LAWN & SNOWPLOWING, INC	CFD SNOWPLOWING	981.72
04/04/2024	GEN 2	33468	JACK'S LAWN & SNOWPLOWING, INC	DFD SNOWPLOWING	981.72
				CHECK GEN 2 33468 TOTAL FOR FUND 205:	1,963.44
04/04/2024	GEN 2	33469	LAIR INVESTIGATIONS	DFD NEW HIRE	200.00
04/04/2024	GEN 2	33469	LAIR INVESTIGATIONS	DFD NEW HIRE	220.00
				CHECK GEN 2 33469 TOTAL FOR FUND 205:	420.00
04/04/2024	GEN 2	33473	TOTAL FIRE PROTECTION	DFD FIRE ALARM MONITORING	540.00
04/04/2024	GEN 2	33474	VECTORSOLUTIONS LEARNING	CFD SCHEDULING, MEMBERSHIP, MAINTENANCE FE	4,661.48
04/04/2024	GEN 2	33475#	WEX BANK	CFD DFD FUEL	960.48
04/04/2024	GEN 2	33475	WEX BANK	CFD DFD FUEL	37.26
				CHECK GEN 2 33475 TOTAL FOR FUND 205:	997.74
04/11/2024	GEN 2	107(E)#	BLUE CROSS HSA	HEALTH	** VOIDED **
04/11/2024	GEN 2	107(E)	BLUE CROSS HSA	HEALTH	** VOIDED **
04/11/2024	GEN 2	33476	AMAZON CAPITAL SERVICES	BACK UP ALARM	67.92
04/11/2024	GEN 2	33478	BYRON TOWNSHIP TREASURER	JAN.-MARCH 2024	440.50
04/11/2024	GEN 2	33480	COMCAST	TELECOMMUNICATIONS	323.54

04/11/2024	GEN 2	33481	COREWELL HEALTH	CFD, FIRE FIGHTER PHYSICAL, FOR SETH KLOTZLE	485.00
04/11/2024	GEN 2	33482	DAVE VANPUTTEN	DFD,EMS ,LICENSE RENEWAL	25.00
04/11/2024	GEN 2	33485	FIRST BANKCARD CENTER	PLAQUE,MEALS	384.92
04/11/2024	GEN 2	33486	FIRST BANKCARD CENTER	FIRE PROJECT, MISC.	180.00
04/11/2024	GEN 2	33486	FIRST BANKCARD CENTER	FIRE PROJECT, MISC.	5.85
				CHECK GEN 2 33486 TOTAL FOR FUND 205:	185.85
04/11/2024	GEN 2	33489	K.C. EMERGENCY MEDICAL SERVICE	CFD FY 2023-2024 QUARTLY ASSESSMENT-Q2: 1/1/2	246.20
04/11/2024	GEN 2	33489	K.C. EMERGENCY MEDICAL SERVICE	CFD FY 2023-2024 QUARTERLY ASSESSMENT-Q3: 4/1	246.20
				CHECK GEN 2 33489 TOTAL FOR FUND 205:	492.40
04/11/2024	GEN 2	33490	MARK GROOTERS	PAINT	40.31
04/11/2024	GEN 2	33492	MENARDS- WYOMING	SPONGE,BRUSH,SARAN WRAP, FOIL	6.05
04/11/2024	GEN 2	33492	MENARDS- WYOMING	SPONGE,BRUSH,SARAN WRAP, FOIL	17.97
04/11/2024	GEN 2	33492	MENARDS- WYOMING	COVER,DRYDEXSPACKLING HP,ANCHOR KIT	26.56
				CHECK GEN 2 33492 TOTAL FOR FUND 205:	50.58
04/11/2024	GEN 2	33495	PARKER CONTRACTING &CONSTRUCTION	DOORS /HARDWARE	125.00
04/11/2024	GEN 2	33498	STRYKER	PROCARE SERVICES	1,426.90

04/11/2024	GEN 2	33499#	T-MOBILE	TELECOMMUNICATIONS	21.60
04/11/2024	GEN 2	33499	T-MOBILE	TELECOMMUNICATIONS	85.70
				CHECK GEN 2 33499 TOTAL FOR FUND 205:	107.30
04/11/2024	GEN 2	33500	THE BDI TEAM	EMT CLASS/CFD	2,400.00
04/11/2024	GEN 2	33502	WALTERS EQUIPMENT& RENTALS	LAWN MOWER	7,903.46
04/19/2024	GEN 2	33503#	ACCIDENT FUND	WORKER"S COMPENSATION INSURANCE	3,997.13
04/19/2024	GEN 2	33503	ACCIDENT FUND	WORKER"S COMPENSATION INSURANCE	3,067.57
				CHECK GEN 2 33503 TOTAL FOR FUND 205:	7,064.70
04/19/2024	GEN 2	33505	AMAZON CAPITAL SERVICES	DFD, 6 PACK REPLACEMENT FOR BROTHER P TOUCH	19.99
04/19/2024	GEN 2	33505	AMAZON CAPITAL SERVICES	DFD, ELECTRIC PENCIL SHARPENER,TOWEL SET, IPH	16.27
04/19/2024	GEN 2	33505	AMAZON CAPITAL SERVICES	DFD, ADAPTER CONVERTER	53.97
04/19/2024	GEN 2	33505	AMAZON CAPITAL SERVICES	DFD, ELECTRIC PENCIL SHARPENER,TOWEL SET, IPH	64.93
				CHECK GEN 2 33505 TOTAL FOR FUND 205:	155.16
04/19/2024	GEN 2	33508	CORRECT MECHANICAL SERVICES, INC	CFD, MECHANICAL SERVICES	287.50
04/19/2024	GEN 2	33508	CORRECT MECHANICAL SERVICES, INC	CFD, BUILDING MAINTENANCE	143.75
04/19/2024	GEN 2	33508	CORRECT MECHANICAL SERVICES, INC	CFD, BUILDING MAINTENANCE	143.75
				CHECK GEN 2 33508 TOTAL FOR FUND 205:	575.00
04/19/2024	GEN 2	33511#	DELTA DENTAL	HEALTH & LIFE INSURANCE	181.68
04/19/2024	GEN 2	33511	DELTA DENTAL	HEALTH & LIFE INSURANCE	390.65
				CHECK GEN 2 33511 TOTAL FOR FUND 205:	572.33

04/19/2024	GEN 2	33515	K.C. EMERGENCY MEDICAL SERVICE	QUARTERLY ASSESSMENT-Q3: APRIL 1,2024 - JUNE 3	251.98
04/26/2024	GEN 2	109(E)#	BLUE CROSS HSA	HEALTH	6,287.15
04/26/2024	GEN 2	109(E)	BLUE CROSS HSA	HEALTH	5,646.81
				CHECK GEN 2 109(E) TOTAL FOR FUND 205:	11,933.96
04/26/2024	GEN 2	33519#	AMAZON CAPITAL SERVICES	CFD, LIGHTS, COFFEE	58.79
04/26/2024	GEN 2	33519	AMAZON CAPITAL SERVICES	CFD, LIGHTS, COFFEE	108.99
04/26/2024	GEN 2	33519	AMAZON CAPITAL SERVICES	DFD, 12 PACK OIL MIX, PAPER TOWELS	45.98
04/26/2024	GEN 2	33519	AMAZON CAPITAL SERVICES	DFD, 12 PACK OIL MIX, PAPER TOWELS	39.95
04/26/2024	GEN 2	33519	AMAZON CAPITAL SERVICES	AMERICAN FLAG (3), STATE FLAG (2), DFD	193.93
				CHECK GEN 2 33519 TOTAL FOR FUND 205:	447.64
04/26/2024	GEN 2	33520	BLOOM SLUGGETT	LEGAL SERVICES	3,408.00
04/26/2024	GEN 2	33522	COMCAST	TELECOMMUNICATIONS, DFD	244.34
04/26/2024	GEN 2	33523	CONSUMERS ENERGY	DFD	992.26
04/26/2024	GEN 2	33525	DINGES PARTNERS GROUP LLC	CFD, 5 GALLON PAILS OF BRAKE FOAM	550.00
04/26/2024	GEN 2	33527#	DTE ENERGY	GAS, CFD	3,385.93
04/26/2024	GEN 2	33527	DTE ENERGY	DFD , NATURAL GAS	720.40
				CHECK GEN 2 33527 TOTAL FOR FUND 205:	4,106.33
04/26/2024	GEN 2	33528	GORDON WATER	DFD, 8 5GAL WATER ,COOLER RENT	56.39

04/26/2024	GEN 2	33530#	IPM SERVICES	CFD , INSPECTION	25.00
04/26/2024	GEN 2	33530	IPM SERVICES	INSPECTION FOR DFD	25.00
				CHECK GEN 2 33530 TOTAL FOR FUND 205:	50.00
04/26/2024	GEN 2	33531	J&B MEDICAL SUPPLY	CPAP MASK, CFD	301.75
04/26/2024	GEN 2	33534	KENT COUNTY TREASURER	CP OFFICER- MARCH , TOWNSHIP LAW- MARCH	119,860.63
04/26/2024	GEN 2	33535	KLEYN MOBILE REPAIR LLC	CFD, ENGINE BRAKE REPAIR	571.31
04/26/2024	GEN 2	33536	LAMPHEAR SERVICE COMPANY INC	DFD, COMPLETED ANNUAL MAINTENANCE	467.00
04/26/2024	GEN 2	33537	LAWN RX	CRABGRASS CONTROL & FERTILIZER, FOR CFD	67.00
04/26/2024	GEN 2	33538	MACQUEEN EMERGENCY	CFD, HELMETS	1,325.23
04/26/2024	GEN 2	33541	PHOENIX SAFETY OUTFITTERS	UNIFORMS FOR NEW HIRES	867.31
04/26/2024	GEN 2	33541	PHOENIX SAFETY OUTFITTERS	TURNOUT GEAR AND UNIFORMS	1,347.24
				CHECK GEN 2 33541 TOTAL FOR FUND 205:	2,214.55
04/26/2024	GEN 2	33543	STAR 2 STAR COMMUNICATIONS	DFD, TELECOMMUNICATIONS	468.97
04/26/2024	GEN 2	33544	WATERWAY OF MICHIGAN LLC	HYDRO-STAT TEST OF SCBA BOTTLES, FOR CDF	540.00

04/26/2024	GEN 2	33546#	WEX BANK	FUEL,CFD,DFD	29.46
04/26/2024	GEN 2	33546	WEX BANK	FUEL,CFD,DFD	1,426.06
				CHECK GEN 2 33546 TOTAL FOR FUND 205:	1,455.52
				Total for fund 205 PUBLIC SAFETY SAD	184,185.18

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

05/01/2024

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 04/01/2024 - 04/30/2024

Check Date	Bank	Check #	Payee	Description	Amount
04/04/2024	GEN 2	33466	FIRST BANKCARD CENTER	WATER, MICHIGAN PLUMBING AND MECHANICAL CODE ,NATIONAL ELECTRICAL CODE	516.00
04/11/2024	GEN 2	107(E)	BLUE CROSS HSA	HEALTH	** VOIDED **
04/11/2024	GEN 2	33499	T-MOBILE	TELECOMMUNICATIONS	43.20
04/19/2024	GEN 2	33511	DELTA DENTAL	HEALTH & LIFE INSURANCE	79.60
04/19/2024	GEN 2	33518	PROFESSIONAL CODE INSPECTIONS INC	INSPECTIONS FOR MECHANICAL,PLUMBING,AND ELECTRIAL	18,999.25
04/26/2024	GEN 2	109(E)	BLUE CROSS HSA	HEALTH	2,060.81
04/26/2024	GEN 2	33521	BS&A SOFTWARE	PERMIT APPLICATION,PAYROLL,ASSESSING	1,089.50
04/26/2024	GEN 2	33532	JOHN STUYFZAND	MILEAGE	331.65
04/26/2024	GEN 2	33532	JOHN STUYFZAND	MILEAGE	361.13
04/26/2024	GEN 2	33532	JOHN STUYFZAND	MILEAGE	326.29
				CHECK GEN 2 33532 TOTAL FOR FUND 549:	1,019.07
04/26/2024	GEN 2	33542	ROGER STERK	JAN., 2024 MILEAGE	34.84
04/26/2024	GEN 2	33542	ROGER STERK	MARCH 2024 MILEAGE	112.56
				CHECK GEN 2 33542 TOTAL FOR FUND 549:	147.40
				Total for fund 549 BUILDING INSPECTIONS DEPT	23,954.83

04/27/2024 12:53 PM		CHECK REGISTER FOR GAINES CHARTER TOWNSHIP		Page: 1/1	
User: TRACY		CHECK DATE FROM 04/01/2024 - 04/30/2024			
DB: Gaines Township					
Check Date	Check	Vendor Name	Description	Amount	
Bank WSCK2 WATER/SEWER CHECKING					
04/24/2024	5775	BYRON GAINES UTILITY AUTHORITY	CITY OF WYOMING WATER & SEWER MARCH 2024	233,382.12	
			MARCH 2024 PAYROLL, INSPECTIONS	43,707.56	
				277,089.68	
04/24/2024	5776	EXTEND YOUR REACH	APRIL BILLING	338.71	
04/24/2024	5777	VRIESMAN & KORHORN	MISC SEWER	1,291.02	
			MISC WATER	1,319.35	
			PRAIRIE WOLF 84TH ST	1,323.00	
			ASHFORD WOODS PH1B	2,214.00	
			COOKS CROSSING ENCLAVE	1,487.68	
			HOFFMAN MEADOWS PH 2	2,133.00	
			DUTTON CHRISTIAN MIDDLE SCHOOL	1,485.00	
			PRAIRIE WOLF STATION	162.00	
			PRAIRIE WOLF STATION	378.00	
			PINE REST	81.00	
			ASHFORD WOODS	405.00	
			RAPIDS DR EXTENSION	1,249.11	
			ALEXANDER TRAILS SEWER	162.00	
			PRAIRIE WOLF STATION	162.00	
			WATER/SEWER ADMIN	93.00	
			STORAGE TANK	81.00	
			WATER & SEWER SYSTEM VALUES	648.00	
			GPS UTILITY PICKUP	414.00	
				15,088.16	
WSCK2 TOTALS:					
Total of 3 Checks:				292,516.55	
Less 0 Void Checks:				0.00	
Total of 3 Disbursements:				292,516.55	

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

Bank	Type	Amount	APR	Term	Maturity Date
GENERAL FUND					
Macatawa Checking	Ckg	\$ 3,651,837.13			
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		\$ 4,145,732.57	4.07%		
Macatawa MM Savings					
Building Department	Restricted	\$ 1,778,327.00			
Streetlights	Restricted	\$ 110,565.00			
GF Investment		\$ 777,675.93			
Interest Paid to Date		\$ 109,431.08			
	127409	\$ 2,775,999.01	4.07%		
Investments					
Kent Co. Pool - General	Pooled	\$ 1,186,275.85	3.99%		
Michigan Class	Pooled	\$ 924,065.99	5.41%		
CIBC	CD	\$ 550,000.00	5.20%	365 Days	6.4.2024
Consumers Credit Union	CD	\$ 315,416.31	4.50%	18 Mos.	10.4.2024
		\$ 2,975,758.15			

GENERAL FUND TOTAL \$ 9,897,489.73

Kent Co. Pool - ARPA Funds	Pooled	\$ 2,210,044.62	3.99%
DIVISION AVE CORRIDOR		\$ 27,451.53	
TRUST & AGENCY		\$ 291,654.46	
TAX FUND		\$ 14,058.91	
PETTY CASH		\$ 268.25	

WATER & SEWER					
Bank		Amount	APR	Term	Maturity Date
Macatawa Bank	Checking	\$ 1,809,074.76	4.07%		
Kent Co. Pool	Pooled	\$ 9,625,022.86	3.99%		
Michigan Class	Pooled	\$ 1,682,068.29	5.41%		
Consumers Credit Union	Share	\$ 27.74			
Consumers Credit Union	MMM	\$ 373,314.24	3.50%		
Huntington Investments	Meeder PF	\$-			
Grand River Bank	CD	\$ 302,862.92	4.65%	12 Months	4.3.2024
West MI Community Bank	CDars	\$ 311,454.98	3.92%	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	4.64%	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
Macatawa Bank	CD	\$ 779,535.61	4.31%	13 Months	3.17.2025
Michigan First CU	CD/Share	\$ 751,259.04	5.28%	12 Months	3.21.2025
Restricted W&S Fees	Committed	\$ 24,522,949.74			



MEMO

Staff Communication

DATE: May 13th, 2024

TO: Gaines Charter Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Kent County Grant for Master Plan and Zoning Ordinance

SUMMARY OF TOPIC:

The Township has received approval for a \$25,000 matching grant from Kent County for innovative zoning work it has done under the 2023 Master Plan, and continues to develop during the update to the zoning ordinance.

Kent County residents are facing an acute housing shortage due to Covid related construction slowdowns and increased building costs. Real estate prices have gone up to the point of unaffordability for starter homes and led to an increase in the number of people facing homelessness. This issue was acknowledged during development of the Gaines Charter Township Master Plan, which addressed the issue with developing the "Village Residential" concept of compact single-family housing, variety in housing types, and integration of multi-family homes into new neighborhoods.

Kent County is also searching for solutions to the housing shortage and is looking for innovative zoning ordinances that serve as a model for more affordable housing. It seeks to encourage local jurisdictions to invest and plan for compact housing that utilizes land and utilities efficiently. To do this the County allocated some of the American Rescue Plan Act (ARPA) funding it received to support this type of planning, and Planning staff applied for assistance through Housing Next to develop such a housing model during the master planning process in 2022.

The County and Housing Next have vetted the Townships grant request and awarded a \$25,000 matching grant to cover 50% of the costs of both the 2023 Master Plan and Zoning Ordinance update. The grant covers costs incurred from December 1st, 2022 and going forward to December 2026.

FINANCIAL IMPACT:

The matching grant amount is \$25,000. \$50,000 for the zoning ordinance update was approved in the 2023 budget.

BUDGET ACTION REQUIRED:

The Board of Trustees will need to approve the attached grant agreement prior to execution by the Supervisor.

RECOMMENDATION:

Staff recommends support for authorizing the execution of the grant agreement.

PROVIDER AGREEMENT FOR PROJECT FUNDING

This Provider Agreement for Project Funding (the “Agreement”) is entered into as of _____, 2024, by and between the County of Kent, Michigan, of 300 Monroe Ave NW, Grand Rapids, MI 49503 (the “County”) and Gaines Charter Township, a Michigan Township, of 8555 Kalamazoo Ave., SE., Caledonia, Michigan 49316 (the “Provider”). The purpose of this Agreement is to provide funding to the Provider to enable the Provider to carry out activities described herein on behalf and for the benefit of the County, its residents and businesses.

WHEREAS, the County received funds from the U.S. Department of Treasury (“Treasury”) in the amount of \$127,605,807 pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) (the “ARPA”), which authorized the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to be used by the County for various purposes and to ensure that the County has the resources needed to: (1) fight the COVID-19 pandemic; (2) support families and businesses struggling with the pandemic’s public health and economic impacts, (3) maintain vital public services, even amid declines in revenue, and (4) build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and

WHEREAS, the County is authorized by ARPA to utilize all or a portion of its SLFRF funds under the “general revenue loss” eligible use category to “provide government services to the extent of revenue loss due to the pandemic;” and

WHEREAS, the County has allocated \$127,605,807 of its SLFRF funds as “general revenue loss” pursuant to and in accordance with ARPA; and

WHEREAS, by resolution of the County’s Board of Commissioners adopted on December 1, 2022 (Resolution No. 12-1-22-121) (the “Resolution”), the County determined that the Housing Next’s proposal to provide grants to local units of government for the purpose of completing planning related to housing development is an eligible use of County fund; and

WHEREAS, Housing Next has reviewed the Provider’s grant application and recommends approval of the request (Exhibit A) in the amount of \$25,000 to the Provider for their inclusion of a Village Residential category in the Future Land Use Plan and develop standards for that category in the Provider’s zoning ordinance. These changes allow higher density through smaller lots for single family detached homes and townhouses by right, impacting 1,280 acres and has the potential for approximately 5,000-6,000 units, or about double what would be allowed under current zoning (the “Project”). The Provider will match Kent County’s award 1:1.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy of which is hereby acknowledged, the County and the Provider agree as follows:

1. Scope of Project; Revisions to Project; Operation and Maintenance of Project by Provider

a. *Provider to Undertake Project.* In accordance with the Resolution, the County designates the Provider to undertake on the County's behalf, and the Provider hereby agrees to undertake the Project, subject to the requirements of this Agreement. In the event of a conflict between the terms and provisions set forth in the Provider's application to the County for funds and this Agreement, the terms of this Agreement shall govern.

b. *Revisions to Project.* The Provider may make revisions to the Project with approval by the County Administrator, where such revisions to the Project do not materially alter the Project or cause the use of the Allocated Funds for the revised Project to constitute an ineligible use of County funds under applicable federal or state law. In no event shall a revision to the Project entitle the Provider to an additional allocation of funds by the County unless Provider makes a request to the County for additional funds. The County, acting by and through its Board of Commissioners or the Board of Commissioners' designee, and in the County's sole discretion, may approve and authorize additional funds for the Project, however, Provider acknowledges and agrees that no such additional allocation is guaranteed. For illustration purposes only, a revision to a Project may include a change in the design, implementation or construction means and methods that results in the ability to make additional improvements to the Project or serve more properties or individuals. Revisions to the Project Scope that reduce the extent of the improvements to be made or properties or individuals to be served should be avoided unless necessary to keep the Project within the Provider's budget for the Project and/or the County's allocation to Provider set forth in this Agreement. The Provider agrees to complete the Project in accordance with the Project timeline included in the Project Scope, subject to the obligation and expenditure requirements set forth in this Agreement.

c. *Operation and Maintenance of Project.* Provider acknowledges and agrees that, once the Project is completed, Provider shall operate and maintain the Project in accordance with applicable law and regulations.

2. Term of Agreement

The term of this Agreement is December 1, 2022 through December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Provider has completed all applicable administrative actions, reporting requirements (if any), and all Project work required by and set forth in this Agreement. Should Provider require additional time for auditing of or reporting for the Project in accordance with applicable law, this Agreement, and/or applicable accounting standards, this Agreement shall be deemed automatically extended until such time as said audit and reporting shall be completed. Provisions regarding compliance, liability, recoupment, and indemnification shall survive termination.

3. Payments

a. *Payment Schedule.* Payments under this Agreement by the County to the Provider according to the payment provisions and schedule attached hereto as **Exhibit B**.

b. *Use of Funds.* The Provider shall not use any Allocated Funds received pursuant to this Agreement except for the purposes outlined in this agreement. The Provider shall not use any Allocated Funds received pursuant to this Agreement to pay for any administrative costs of the Project.

c. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments pending timely delivery of Project reports or documents as may be required under this Agreement. The Provider agrees that funds determined by the County to be surplus upon the completion of the Project will be subject to cancellation by the County and that in the event of such a cancellation, Provider will remit such disallowed funds to the County within thirty (30) days of written notification of the cancellation. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.

d. *Allowable costs.* Allowable costs shall mean those necessary and proper costs identified in the Provider's Project and approved by the County unless any or all such costs are disallowed by the State of Michigan or Treasury.

e. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Provider's bank account, according to a process established by Provider with the County. Provider shall, to the greatest extent possible, set up a separate bank account to receive and hold the Allocated Funds apart from all other funds.

f. *Recoupment.* Provider acknowledges and agrees that Provider's award and use of the Allocated Funds is subject to recoupment by the County for the Provider's failure to use the funds for the Project in strict accordance with this Agreement.

4. Obligation and Expenditure Timing Requirements; Reporting Requirements; County Project Manager

a. *Timing Requirements.* Provider may use the Allocated Funds to cover eligible costs incurred from December 1, 2022 to June 30, 2024, as long as the obligations are incurred by June 30, 2024 and are expended by December 31, 2026.

i. An "obligation" is defined as an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.

ii. A cost is "incurred" if the Provider has entered into an obligation with respect to such cost by June 30, 2024. If there are funds that are not obligated or expended within that time frame, those funds must be returned to the County.

iii. If Provider fails to incur a cost by June 30, 2024, the County, in its sole discretion, may terminate this Agreement and rescind the award of Allocated Funds to the Provider.

The County and Provider agree that the execution of this Agreement on the date first set forth above constitutes an obligation of the Allocated Funds by the County to the Provider (in the

amount set forth in this Agreement) and further Provider agrees to fully expend the Allocated Funds no later than December 31, 2026.

b. *Reporting Requirements.* The Provider shall submit a final report within 45 days following completion of the Project to the Kent County Administrator/Controller that includes:

- Overview of what was accomplished with the funding provided by Kent County.
- Description of how the project has impacted the population you serve.
- Description of what transpired during the course of the project/program that differed from what you anticipated.
- Description of lessons learned
- Attach the final plan and any other materials that demonstrate project success

Notwithstanding any record retention policies, Provider agrees to maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years, whichever is greater.

c. *County Project Manager.* To assist Provider in the oversight of the Project and compliance with the requirements of this Agreement and the Resolution, the County shall appoint a Project Manager for Provider's Project. The Provider shall routinely provide updates to the County Project Manager on the status of the Project and Provider's compliance with reporting requirements under the terms of this Agreement.

5. Compliance with Federal, State and Local Laws

Provider acknowledges and agrees that use of Allocated Funds may be subject to various Federal, State and Local laws and regulations and Provider agrees to comply with all applicable Federal, State and Local laws and regulations with respect to its receipt and use of Allocated Funds pursuant to this Agreement. Provider acknowledges and agrees that this Agreement and other submittals required to be provided by Provider to the County may be subject to disclosure under the Michigan Freedom of Information Act.

6. Return of Funds; Recoupment

a. *Unspent Allocated Funds.* Provider must return any Allocated Funds not expended by December 31, 2026.

b. *Notice to Provider.* If the County determines that the use of the Allocated Funds by the Provider does not comply with this Agreement, the County shall provide the Provider with an initial written notice of the amount subject to recoupment along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from the County, the Provider may submit to the County either (1) a request for reconsideration of any amounts subject to recoupment, or (2) written consent to the notice of recoupment.

c. *Reconsideration of Recoupment.* To request reconsideration of any amounts subject to recoupment, a Provider must submit to the County, a written request that

includes: (1) an explanation of why all or some of the amount should not be subject to recoupment; and (2) a discussion of supporting reasons, along with any additional information.. To the extent necessary, Provider shall submit such other documentation as requested or required by the County to enable the County to consider the demand for recoupment.

d. *Payments for Recoupment.* If the Provider's reconsideration request is denied, or if Provider has not submitted a reconsideration request, Provider shall repay the amount subject to recoupment within 90 calendar days of the County's request for recoupment. Provider shall be liable for and shall pay to the County all costs incurred by the County in obtaining payment from Provider of funds subject to recoupment.

7. Indemnification

Provider acknowledges and agrees that any expenditure of the Allocated Funds which are determined by the County to be ineligible shall be subject to recoupment. To the greatest extent permitted by law, the Provider agrees to indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against any and all liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of funds by the Provider, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of or the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Provider, its subcontractors, agents, successors or assigns.

8. Certification in Accordance with Act 517

By executing this Agreement, Provider certifies to the County in accordance with Act 517 of the Public Acts of Michigan of 2012 ("Act 517"), that as of the date hereof and the date of the Provider's submittal to the County for funding, the Provider is not an "Iran linked business" as defined in Act 517.

9. Use of County Name and Logo with Respect to Project; Media Releases

Provider acknowledges and agrees that use of the County's name and logo with respect to Provider's Project is subject to the prior approval of the County and the County's rules or policies with respect to such use of the County's logo. Provider also agrees to coordinate any press releases or marketing materials with respect to Provider's Project with the County prior to dissemination of such releases or materials.

10. Notices

Any notices required to be given by the County or the Provider shall be in writing and delivered to the following addresses by hand, by U.S. mail, or by overnight commercial courier:

Kent County:

Provider:

County of Kent Attn: County Administrator 300 Monroe Ave NW Grand Rapids, MI 49503	Gaines Charter Township Attn: Township Supervisor 8555 Kalamazoo Ave., SE. Caledonia, MI
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11. Assignment

The Provider shall not assign any portion of the Allocated Funds or responsibility for completion of the Project provided for by this Agreement to any other party.

12. Reservation of Rights

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach of this Agreement.

13. Amendments

This Agreement cannot be amended or modified except in writing, signed by both parties.

14. Failure to Perform

If Provider fails to comply with any terms or conditions of this Agreement or to provide in any manner, the activities or other performance as agreed to herein, the County reserves the right to: (1) temporarily withhold all or any part of payment pending correction of the deficiency; (2) suspend all or part of this Agreement; or (3) prohibit the Provider from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed. Further, any failure to perform as required pursuant to this Agreement may subject the Provider to recoupment as set forth under this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 15 below. The County may also consider performance under this Agreement when considering future awards.

15. Termination

a. *Termination for Cause.* If the Provider fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

i. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;

ii. The Provider has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or

iii. The Provider has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

Following notice to the Provider of the County's intent to terminate this Agreement for cause, and after a reasonable opportunity to cure of not more than 15 calendar days, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Provider of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Allocated Funds held by the Provider are subject to recoupment by the County in accordance with this Agreement. Any costs resulting from obligations incurred by the Provider after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

b. *Termination for Convenience.* The Agreement may be terminated for convenience, in whole or in part, as follows:

i. By the County with the consent of the Provider. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

ii. By the Provider upon submitting written notification to the County. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, the County may terminate the Agreement and recoup all granted Allocated Funds in their entirety if the County determines that the remaining portion will not accomplish the purpose for which the award was made.

c. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the funding source or is otherwise not available, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Provider or its representative.

16. Close Out

a. Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

i. Upon written request by the Provider, the County will make or arrange for payment to the Provider of allowable reimbursable costs not covered by previous payments.

ii. The Provider shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;

iii. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State and Local law are met and all outstanding issues with the Provider have been resolved to the satisfaction of the County.

b. Any unused Allocated Funds in Provider's possession or control shall be immediately returned to the County.

17. Relationship of the Parties; No Joint Venture.

The County and Provider are not partners, fiduciaries or joint venturers, and nothing in this Agreement creates or will create the relation of partners, fiduciaries or joint venturers between them. Without limiting the generality of the foregoing, the parties are each acting independently, are each obligated to separately account for their respective activities and they each expressly disclaim any fiduciary duty to the other. The County is only a funder of the Project; the parties agree that the County does not have any obligation, role or liability arising from the Project, including from the design, location, construction, for future use and maintenance of the Project.

18. Venue and Choice of Law

If either part to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Provider agree that the proper venue for such action is the Kent County Michigan Circuit Court. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance.

19. Severability

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

20. Integrated Document

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

21. Authority to Sign

The persons executing this Agreement on behalf of the Provider represent that one or both of them has the authority to execute this Agreement and to bind the Provider to its terms.

GAINES TOWNSHIP

Date: _____

By _____
Robert DeWard
Its Supervisor

COUNTY OF KENT

Date: _____

By _____
Alan G. Vanderberg
Its County Administrator

Reviewed and approved as to form:

County Director of Fiscal Services

_____, 2024

County Corporate Counsel

_____, 2024

Exhibits to be attached to this Agreement:

Exhibit A – Letter from Housing Next

Exhibit B – Payment Provisions and Schedule



Subject: Kent County Equitable Housing Initiative Funding Recommendation, Gaines Charter Twp.

On behalf of Housing Next, we are recommending the Equitable Housing Initiative Reimbursement Grant application for Gaines Charter Township for their inclusion of the Village Residential category in their Future Land Use Plan.

This change allows higher density through smaller lots for single family detached homes and townhouses by right, impacting 1,280 acres and has the potential for approximately 5,000-6,000 units, or about double what would be allowed under current zoning.

The total cost of the change was \$50,000 and we recommend covering half the cost of the change equating to \$25,000.

Gaines Charter Township has completed the necessary assessment and application and provided documentation of support for services to be reimbursed. Staff have worked with Housing Next to understand the critical housing need and committed to providing solutions. Housing Next has met with staff, provided constructive feedback to current and future plans and was invited to share with elected officials and the public the findings of the most recent Housing Needs Assessment.

We plan to continue to work with them to determine what additional opportunities may exist to further increase housing supply and affordability.

Sincerely,

Brooke Oosterman

Brooke Oosterman
Director of Housing Next

Exhibit B
Payment Provisions and Schedule for Use of Allocated Funds

1. Provider and Project Information

Provider Name:	Gaines Charter Township
Project:	Future Land Use Plan
Eligible Use Category:	General Revenue Loss
Amount of Award:	\$25,000

2. Payment Provisions

Funds will be distributed on a reimbursement basis. The Provider must pay the invoices and submit them Kent County for reimbursement along with proof of payment, proof that the 1:1 match has been fulfilled, and the final report.

Payments requested can be submitted to the County (submit to kentcountyadministrator@kentcountymi.gov). The Kent County Project Manager, along with Fiscal Services will review the requests for completeness and accuracy. Reimbursements will be made within 15 days after verification of appropriateness.



MEMO

Staff Communication

DATE: May 13th, 2024

TO: Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Parkview Estates Plat Parcel Combination Request

SUMMARY OF TOPIC:

The Township has received an application to combine 7376 and 7382 Hanna Lake Avenue SE (parcel numbers 41-22-11-301-003 and 41-22-11-301-011 respectively).

The lots are platted parcels within the Parkview Estates plat under single ownership. The owner intends to construct an accessory building and to do so they need to combine the two lots to meet the requirement for accessory buildings being located on a lot with primary residential use.

The parcel is currently zoned Residential-14, and the proposed single parcel will meet the development standards for that zoning district.

ORDINANCES:

Per "Township Ordinance 22-66: Division of Platted Lots", no platted lots shall be further partitioned or divided without Township Board approval. Staff has reviewed the proposed divisions, and the proposed lot meets lot dimension requirements under current zoning. The ordinance also defines "division" as any reconfiguration of parcel lines, thus the need for Board approval.

FINANCIAL IMPACT:

There will be no financial impact on the Township.

BUDGET ACTION REQUIRED:

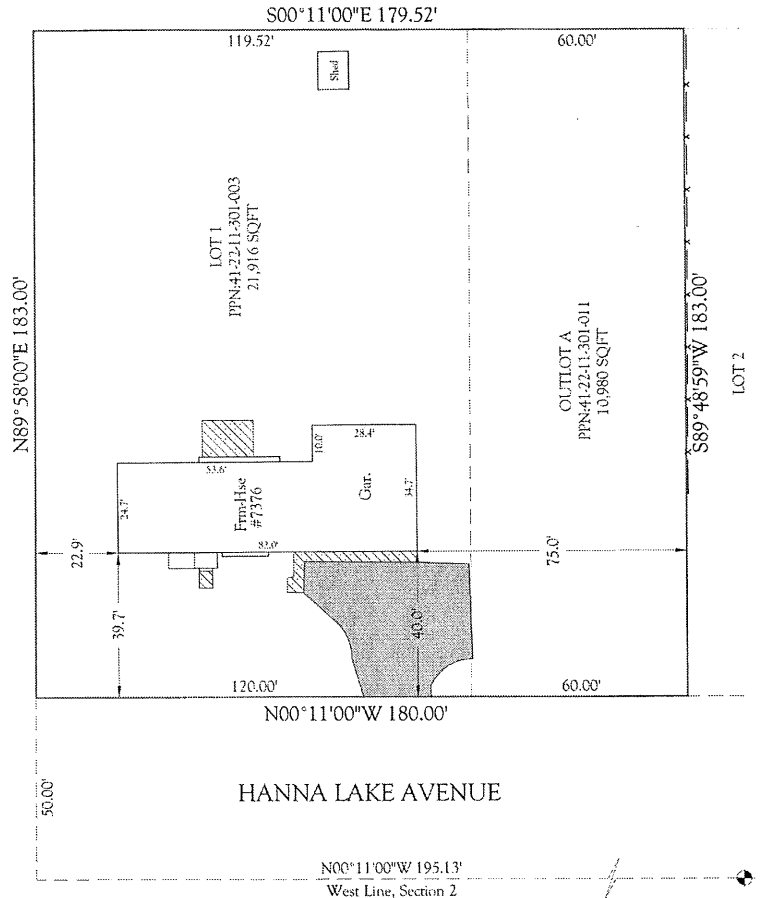
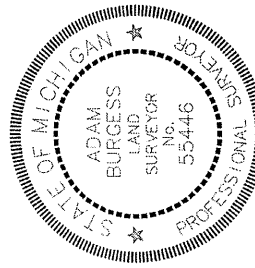
No budget action is necessary.

STAFF RECOMMENDATION:

Staff recommends approval of the parcel combination since all ordinance requirements have been met.

Scale 1" = 40'

 = Concrete
 = Asphalt
 D = Description dimension
 M = Measured dimension
 P = Planned dimension
 ● = Set iron stake
 ○ = Found iron stake



Parent Property Description:

Lot 1, Parkview Estates, Section 2, Town 5 North, Range 11 West, Gaines Township, Kent County Michigan.

And

Outlot A, Parkview Estates, Section 2, Town 5 North, Range 11 West, Gaines Township, Kent County Michigan.

New Overall Property Description:

That part of Southwest 1/4 of Section 2, Town 5 North, Range 11 West, Gaines Township, Kent County Michigan, commencing at the Southwest corner of said Section; thence North 00°11'00" West 1546.20 feet along the West line of said Section; thence North 89°58'00" East 50.00 feet to the Northwest corner of Lot 1, Parkview Estates and the point of beginning; thence continuing North 89°58'00" East 183.00 feet to the Northeast corner of said Lot 1; thence South 00°11'00" East 179.52 feet to the Southeast corner of Outlot A, Parkview Estates; thence South 89°48'59" West 183.00 feet to the Southwest corner of said Outlot A; thence North 00°11'00" West 180.00 feet to the point of beginning.

Rex Kolger
7376 Hanna Lake Avenue

Date: 03/05/24
Drawn By: JTB
Project No.: 23274404



2486 84th Street, SW, Byron Center, MI 49315
616.437.2249 • burgesssurveying@gmail.com

SURVEYOR'S CERTIFICATE:

I certify that the requirements for 1970 PA 132, MCL 54.213 have been met. The relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying.

By: 
Adam C. Burgess, Licensed Professional Surveyor No. 55446

**CHARTER TOWNSHIP OF GAINES
COUNTY OF KENT, MICHIGAN**

RESOLUTION NO. 2024-_____

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a meeting held on _____, 2024, at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

Members Present:

Member Absent:

The following Resolution was offered for adoption by Member _____ and supported by Member _____ to document the findings and decision by the Gaines Charter Township Board of Trustees regarding a request made to combine platted parcels 41-22-11-301-003 and 41-22-11-301-011.

**7376 and 7382 Hanna Lake Avenue SE
Parkview Estates Plat Parcel Combination**

WHEREAS, Rex and Terri Kogler (the “Applicants”) have submitted a land combination application for 7376 and 7382 Hanna Lake Avenue SE.

WHEREAS, the platted parcels proposed to be combined consist of LOT 1 * PARKVIEW ESTATES and OUT LOT A * PARKVIEW ESTATES

WHEREAS, the Planning staff has considered the application and the proposed combination of the platted parcels, recommends that the Gaines Charter Township Board of Trustees grant approval of the platted parcel combination.

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

The Gaines Charter Township Board of Trustees hereby grants approval for combination of platted parcels 41-22-11-301-003 and 41-22-11-301-011.

1. Revision of Final Plat.

The Parkview Estates Plat “Lot 1” and “Out Lot A” shall be combined.

2. Land Division Act and Chapter 22 Land Divisions, Subdivisions and Land Development.

The Plat shall comply in all respects with applicable provisions of the Michigan Land Division Act and Chapter 22 of the Gaines Charter Township Code, Land Divisions, Subdivisions and Land Development.

TOWNSHIP BOARD DECISION

Based on the above, the Gaines Charter Township Board of Trustees hereby adopts Resolution No. 2024-_____ subject to conditions documented herein.

A motion was made to adopt this resolution by Township Board Member _____ and supported by Township Board Member _____, the roll call vote being as follows:

AYES: _____
NAYS: _____
ABSENT: _____

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Board at a regular meeting held on February 12, 2024.

Respectfully submitted,

Michael Brew, Clerk
Gaines Charter Township

Dated: _____, 2024



MEMO

Staff Communication

DATE: May 13th, 2024

TO: Gaines Charter Township Board of Trustees

FROM: Dan Wells, Community Development Director; Jeff Gritter, Township Engineer

RE: Elimination of Early Start Provisions for Multi-Family Projects

SUMMARY OF TOPIC:

The Board is requested to consider striking a section of the Gaines Township Code of Ordinances, specifically Chapter 22 Land Divisions, Subdivisions, and Land Development, Article V, Multiple-Family Developments, Section 22-136, Building permits, Section (B).

Subsection (A) outlines the typical development process; utilities (water, sewer, roads, etc.) are put in place to support dwellings, inspected to insure they work, permitted, then the dwellings are built and connected to fully functional infrastructure. Early starts allow building permits to be issued prior to final utility inspections.

In subsection (B), the Board is authorized to waive the requirements of subsection (a), for up to four multi-family building permits. Staff feels that this should not be an option on multi-family projects for the following reasons:

1. One problem with early start building permits is that water and sewer utilities are required to be tested prior to being put into service and connection of buildings. If any problems arise it's generally easier to fix those problems absent new building construction, piping, and lateral connections in the vicinity.

2. Completing multi-unit apartments prior to public utilities being available means they will sit empty while the sewer & water is completed, or both utilities, roads, storm sewers, and buildings being worked on at the same time leading to increased risk of damage to the new utility lines. Safety hazards of those working on an active construction site is also increased while construction is occurring.
3. Materials for construction of roads, utilities, and storm sewers are often delivered to a construction site taking up space. Materials for the construction of multi-unit apartments are often stored onsite until needed in the construction process. This storage of materials can create additional hazards and limits the space and area available to complete work on the differing elements of the construction.

Subsection (B) outlines the process to request early starts. A couple of things are problematic with this section. First, (B)(1) is unclear; are the setbacks supposed to be for each individual building or for the overall project perimeter? And second, it doesn't specify that a parcel split must be approved, just that a "survey of a legal lot split" be provided. This seems to be language intended to protect the Township in case a developer can't complete the project and leaves apartments empty. Then they become the Township's responsibility to connect to utilities, and if they are on separate lots that makes it easier. This isn't too expensive in a single-family home on a single parcel, but it's a much larger scale if four apartment buildings are incomplete.

This brings up another issue. If there is a bad economic event that forces a halt to a project after construction of the early starts and prior to utilities being final, does the Township want to have up to four multi-family buildings sitting empty?

Section (C)(2) is also unclear and makes sense in the case of single-family homes but not in the multi-family context. It again brings up lot lines, but if an apartment complex is under one parcel it is highly unlikely to be farther from a road than 300 feet, essentially allowing apartment units to be built anywhere on a site if the parcel is adjacent to a road.

Early starts for both multi-family and single family detached houses was intended to allow developers a way to showcase their residences and have buyers reserve a lot or unit for future home construction. The intent of a developer to request multi-family early starts differs from single family detached housing in that the early start for apartments is simply to fill the units quicker and start generating income rather than reserving several units to show for future rentals. It raises the question of whether the Township should be providing early starts for

the sake of private profit, while the Township assumes the risk if a project is abandoned.

From staff's perspective, there is no benefit to the Township having this section of the ordinance in effect.

CURRENT ORDINANCE

Section 22-136, Building permits, Section (B).

(A) No building permit shall be issued for any dwelling or other structure located within a multiple-family project until all improvements have been installed and completed for such development including, without limitation, the utilities, completion of the road, drainage and all other required improvements.

(B) The township board or its designated township official may authorize a developer up to a maximum of four building permits for model buildings within the first phase only of a development, prior to completion of all improvements. In considering such authorization the township board or its designated township official shall ensure that the following conditions are met with absolutely no exceptions:

- (1) The applicant shall provide a survey of a legal lot split which meets the setback requirements of a lot in the R-3 zoning district for each building.
- (2) The nearest points of the lot lines of those lots intended for model homes or buildings are located within 300 feet of an existing improved public street. Any lot proposed over 300 feet, but not to exceed 1,000 feet, from a public road must indicate a 66-foot-wide easement for ingress and egress from the public road and shall provide a safety access route (temporary roadway) that will be maintained to support emergency vehicles for its entire length from the public street to the proposed lot at all times during construction of street and utility infrastructure. Such access route shall be in compliance with section 1410.1 of the International Fire Code 2003.
- (3) Security in the form of an irrevocable bank letter of credit or cash shall be posted with the township in the amount specified to ensure that public sanitary sewer and public water will be extended to the building, inspected and approved for use before occupancy. To determine this amount, the applicant's engineer shall submit a cost estimate to accomplish the above to the township engineer for approval. The security may also be used to have the building removed and the lot restored if water and sewer have not been installed and approved for use. All work

must be completed and occupancy issued within 18 months of the issuance of the building permit.

(C) An occupancy permit will not be issued for use of any building until all required improvements have been completed and necessary utilities installed. All improvements for subsequent phases shall be 100 percent completed and approved for connection prior to issuing building permits. (d)The township can impose additional reasonable conditions including signed written agreements with the township to effectuate building permits.

(Ord. No. 99-MR-03-LU, § 4, 5-10-1999)

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

PROCESS:

If the Board directs staff to amend the ordinance, an amendment process will be initiated.

STAFF RECOMMENDATION:

Staff suggests the Board consider removing the section allowing multi-family starts from the ordinance.



MEMO

Staff Communication-Action Required

DATE: May 8, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Contract Termination Agreement

SUMMARY OF TOPIC:

The Cutlerville Fire Department Advisory Committee has been working with the Township attorney to create a contract termination agreement. This agreement lays out the terms for the separation of the Cutlerville Fire Department. The terms are based on the most recent version of the Intergovernmental Agreement for the Cutlerville Fire Department. The agreement lists the appraised values of the building and firefighting vehicles as well as estimated values for other truck equipment, building equipment, and desks and computers. It also lays out the payment requirements that Gaines will have to Byron to buy out their equity in these items.

BUDGET ACTION REQUIRED:

None currently. The payments to Byron are anticipated to begin in the 2025 fiscal year.

STAFF RECOMMENDATION:

Staff recommends the approval of this agreement.

CONTRACT TERMINATION AGREEMENT

THIS CONTRACT TERMINATION AGREEMENT (“Agreement”) is made by and between the Charter Township of Gaines, a Michigan charter township, located in the County of Kent, State of Michigan, and whose offices are located at 8555 Kalamazoo Avenue, S.E., Caledonia, Michigan 49316 (“Gaines”), and the Township of Byron, a Michigan general law township, located in the County of Kent, State of Michigan, whose offices are located at 8085 Byron Center Avenue, Byron Center, Michigan 49315 (“Byron”) (together herein referred to collectively as “the Parties”).

RECITALS

- A. On May 11, 2020, Gaines and Byron executed an Amended and Restated Intergovernmental Agreement for the Operation, Funding and Maintenance of the Cutlerville Fire Department (“the Cutlerville Agreement”).
- B. On July 26, 2023, Byron exercised its right under Article XIX of the Cutlerville Agreement and provided Gaines with one-year notice of its intent to terminate the Cutlerville Agreement.
- C. The Parties desire to establish and clarify terms and conditions to govern the termination of the Cutlerville Agreement.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Termination of the Cutlerville Agreement.** The Parties understand and agree that the Cutlerville Agreement is hereby terminated with an effective termination date at the close of business on July 25, 2024 (hereinafter, the “Termination Date”). The Parties agree that, except as modified by this Agreement, the continuing terms of Article XIX of the Cutlerville Agreement remain in effect post-termination.
2. **Responsibilities Through the Termination Date.** The Parties shall adhere to and perform all the requirements and responsibilities set forth in the Cutlerville Agreement until the close of business on the Termination Date and shall adhere to the post-termination terms and conditions of the Cutlerville Agreement (if any) after the Termination Date, unless otherwise modified by this Agreement.
3. **Remaining Municipality, Departing Municipality.** For purposes of this Agreement, and to effectuate Article XIX of the Cutlerville Agreement, Gaines shall be considered the “Remaining Municipality” and Byron shall be considered the “Departing Municipality.”
4. **Distribution of Assets, Real Property, and Equipment.** The Parties agree that Byron shall be entitled to 50% of the value of the assets, real property, and equipment of the Cutlerville Fire Department as of July 25, 2024, reduced by 50% of the value of the 2014 Ford F-550 Danko Mini Pumper (“Ford F-550”), which Byron shall retain for its own use. The Parties further agree that, as the Remaining Municipality, Gaines shall buy out Byron’s 50% share of the

value of the assets, real property, and equipment of the Cutlerville Fire Department reduced by 50% of the value of the Ford F-550, and that Gaines shall retain title to and exclusive use and possession of, the assets, real property, and equipment of the Cutlerville Fire Department except for the Ford F-550, which Byron shall retain. Gaines shall have five (5) years to buy out Byron's 50% share of the assets, real property, and equipment reduced by 50% of the value of the Ford F-550 (the "buyout total"), with a minimum annual payment to Byron of no less than 20% the buyout total. The Parties each take such assets, real property, and equipment as allocated "AS IS" (unless there is a third-party warranty).

5. **Value of Vehicles.** The Parties agree that the following is a list of all of the Cutlerville Fire Department's vehicles with the vehicle's mileage at the time of valuation (i.e., October 30, 2023), and the vehicle's valuation as established in the Valuation Reports at Attachment 1:

Vehicle	Mileage	Value
2020 Pierce Impel Pump/Rescue	25,793	\$575,000
2015 Spartan/Spencer Pump/Rescue	53,659	\$250,000
2014 Ford F-550 Danko Mini Pumper	15,126	\$150,000
2003 E-One 95ft Platform	48,597	\$150,000
2017 Ford Explorer Command Car	45,536	\$25,000

6. **Value and Buyout of Assets, Real Property, and Equipment.** The Parties agree that the following values and buyout figures have been established in accord with the requirements of Article XIX of the Cutlerville Agreement as set forth in the Valuation Reports at Attachment 1, and represent all of the assets, real property, and equipment of the Cutlerville Fire Department:

Item	Value	Buyout
Cutlerville Fire Station (Including all Fixtures)	\$1,880,000	\$940,000
Vehicles	\$1,000,000	\$425,000 [\$500,000 less \$75,000 for 50% value of the Ford F-550]
Truck Equipment	\$200,000	\$100,000
Building Equipment	\$75,000	\$37,500
Desks/Computers	\$10,000	\$5,000
Totals	\$3,165,000	\$1,507,500 (Buyout Total)

7. **Payment of Buyout Total.** Within five (5) years of the date of execution of this Agreement, Gaines shall pay Byron the buyout total of \$1,507,500 with a minimum annual payment of \$301,500 (hereinafter, the "annual payment"). Gaines shall not be required to pay interest on the buyout total. Gaines shall make the first annual payment no later than one calendar year after the Termination Date. All payments thereafter shall be made once per calendar year on a date and time to be determined by Gaines. Gaines shall retain the right to make advance payments and/or a balloon payment at any time of any or all of the remaining buyout total without any prepayment penalty. Payments shall be made by certified check and mailed First Class Mail or delivered to Byron Township, attention Byron Township Treasurer.

The Parties shall maintain accurate accounting records documenting the payments made and received in accordance with best accounting practices as established by their respective township treasurers.

8. **Transfer of Assets, Real Property, and Equipment.** In exchange for Gaines' payment of the buyout total to Byron, no later than the Termination Date, Byron shall relinquish all right, interest, possession, and title to the assets, real property, and equipment of the Cutlerville Fire Department except for the Ford F-550, which Byron shall retain. Byron shall effectuate and execute all necessary documents to transfer legal title to the assets, real property, and equipment to Gaines, including but not limited to, title to the vehicles and the deed to the Cutlerville Fire Station except for title to the Ford F-550. Gaines shall effectuate and execute all necessary documents to transfer legal title to the Ford F-550 to Byron. Byron represents and warrants that there are no liens or encumbrances on any such assets, real property and equipment.

9. **Use, Possession and Occupancy.** No later than the Termination Date, Byron shall have the exclusive use and possession of the Ford F-550, and Gaines shall have the exclusive use and possession of all other assets and equipment of the Cutlerville Fire Department and Gaines shall have exclusive use, possession, and occupancy of the Cutlerville Fire Station.

10. **Maintenance and Insurance.** Following the Termination Date, not including the Ford F-550, Gaines shall be responsible for the maintenance, upkeep, and repair of the assets, real property, and equipment of the Cutlerville Fire Department, and Gaines shall be responsible for obtaining all necessary insurance coverages for such assets, real property, and equipment. Byron shall be responsible for maintaining, repairing, and insuring the Ford F-550.

11. **Offer of Fire Services Agreement.** Before the Termination Date, Gaines shall offer a Fire and Emergency Services Agreement to Byron to provide fire and emergency services to that portion of the former Cutlerville Fire Department coverage area that is within Byron Township as depicted on Attachment 2 ("Coverage Area") for a period of one-year. Gaines shall not be obligated to renew or extend the Fire and Emergency Services Agreement upon its expiration after one (1) year.

12. **Nomenclature.** Gaines shall retain and utilize the "Cutlerville Fire Department" name, but Byron shall not do so. Byron shall not use and shall remove the "Cutlerville Fire Department" name and emblems from the Ford F-550.

13. **Termination.** This Agreement may not be terminated except by an instrument in writing executed by authorized representatives of both Gaines and Byron.

14. **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver or lessening of governmental immunity or any other defenses to liability of either Party or any elected or appointed officers or employees of either Party under the Governmental Tort Liability Act, being 1964 PA 170, as amended, MCL 691.1401, *et seq*; or any other defenses or statutes, which may be available to each governmental unit, its elected and appointed officers and officials, and its agents and employees.

15. **Headings.** The headings used in this Agreement are for reference purposes only and shall not be a substantive part of this Agreement.

16. **Modification of Agreement.** None of the terms and provisions of this Agreement may be altered, modified or amended in any way except by an instrument in writing executed by authorized representatives of both Gaines and Byron. A party proposing an amendment shall provide the other party with at least 60 days' prior written notice of any proposed modifications.

17. **Non-Assignment.** Neither party may assign this Agreement, nor any of its rights and duties hereunder, nor any interest herein, without the prior express written consent of the other party.

18. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the subject matter. However, any Fire Services Agreement executed by both Parties shall constitute a separate binding contract.

19. **No Waiver/Modification.** The failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of Gaines or Byron at any time to avail themselves of such remedies later as either may have for any breach or breaches of such provisions. No waiver, alteration, or modification of any provision of this Agreement shall be binding unless committed to writing and signed by duly authorized representatives of both Parties.

20. **Notice.** Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed email, facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business or such other address of which the Parties may have given notice.

21. **Remedies/Dispute Resolution.** Should a dispute arise among the Parties regarding the performance under this Agreement, or the interpretation or applicability of any provision of this Agreement, the Parties shall in good faith first attempt to negotiate an understanding or resolution of that dispute. Failing to do so, the Parties shall next proceed to mediate the dispute using an independent third party to mediate the particular dispute whose expense shall be shared equally by the Parties. Selection of the independent third-party mediator and the rules of mediation, shall be mutually agreeable to the Parties. Should the parties be unable to agree on an independent third-party mediator, or on the rules of mediation, they shall resort to the presiding judge of the Kent County Circuit Court to make the selection of a qualified person, and provide the rules of mediation, and the circuit court decision as to the identity of the qualified person and the governing rules shall be binding on the parties. In the event the dispute is not resolved by mediation, the Parties irrevocably consent to the jurisdiction of the Kent County Circuit Court, to determine all issues which may arise under this Agreement. This Agreement shall be interpreted and enforced under the laws of the State of Michigan.

Absent mutual consent by both parties, in the event that one of the parties brings a dispute immediately to court without first following the above mentioned dispute resolution process, then the party opposing court action shall be entitled to recover reasonable attorney's fees and costs from the party initiating the litigation if either: (a) the parties are ordered by the court to follow the dispute resolution

process outlined above or (b) the dispute is litigated and judgment is awarded in favor of the party opposing or which did not initiate court action before the mediation process.

22. **Mutual Aid.** After the Fire Services Agreement expires, Gaines has no obligation to provide any services to Byron absent a new mutual aid agreement entered into between the parties after the Fire Services Agreement expires.

23. **Severability.** If any provision of this Agreement should be deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby, and this Agreement shall otherwise remain in full force and effect.

24. **Interruption of Performance.** Neither party hereto shall be responsible or liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to war, rebellion or insurrection, act of God, fire, government statute, order or regulation prohibiting or interfering with the performance of this Agreement.

25. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be intended or deemed to confer third-party beneficiary status or rights, pursuant to MCL 600.1405 or under any other statute or under the common law, to any person, governmental unit, or entity that is not a party to this Agreement.

26. **Counterparts; Copies.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. Each executed copy shall be deemed to be an executed original for all purposes.

27. **Acknowledgement.** By executing this Agreement, the Parties acknowledge that they have had adequate time to reflect upon, consider, and consult with legal counsel concerning the terms of this Agreement and execute the same voluntarily and free from improper influence or duress.

28. **Follow Through.** The Parties agree to execute and deliver such additional documents and perform such additional acts as may become reasonably necessary to effectuate the provisions of this Agreement.

29. **Authorization.** This Contract Termination Agreement has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid, and binding obligation upon each of them and enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is duly authorized to execute this Agreement on behalf of Gaines and Byron as is respectively applicable.

IN WITNESS WHEREOF, this Contract Termination Agreement between Gaines Charter Township and Byron Township has been entered into and signed on the_____day of _____, 2024.

GAINES CHARTER TOWNSHIP

BYRON TOWNSHIP

By: _____
Robert DeWard, Supervisor

By: _____
Donald Tillema, Supervisor

And by: _____
Michael A. Brew, Clerk

And by: _____
Peggy Sattler, Clerk

Attachment 1



Saunemin, IL. 61769

Ph. 815-832-4475

10/30/2023

Cutlerville Fire Department

% Chief Ken VanHall

Subject: Fire Apparatus Appraisals (Current Values)

Prepared By: Dennis Moore

2020 Pierce Impel Pumper/Rescue	\$575,000.00
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25,793 miles

2015 Spartan / Spencer Pumper/Rescue	\$250,000.00
--------------------------------------	--------------

53,659 miles

2014 Ford F-550 Danko Mini Pumper	\$150,000.00
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15,126 miles

2003 E-One 95ft. Platform	\$150,000.00
---------------------------	--------------

48,597 miles

2017 Ford Explorer Command Car	\$25,000.00
--------------------------------	-------------

45,536 miles



September 26, 2023

Mr. Rod Weersing
Township Manager
Gaines Charter Township
8555 Kalamazoo Avenue, SW
Caledonia, MI 49316

SUBJECT: Use Value Appraisal
Cutlerville Fire Station
11 68th Street, SW
Byron Township, Kent County, Michigan 49548
IRR - Grand Rapids File No. 213-2023-0290

Dear Mr. Weersing:

Integra Realty Resources – Grand Rapids is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the use value, pertaining to the fee simple interest in the property. The purpose of the appraisal is to develop the following opinion of value:

- The use value of the fee simple interest in the subject property as of the effective date of the appraisal, September 11, 2023

The client for the assignment is Gaines Charter Township. The intended user of this report is the client. The intended use of the report is for assisting our client with disposition decisions. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

The subject is an existing fire station containing 9,886 square feet of gross building area. The improvements were constructed in 1981 with an addition in 2018 and are 100% owner occupied as of the effective appraisal date. The site area is 1.28 acres or 55,622 square feet.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and applicable state appraisal regulations.

Mr. Rod Weersing
Gaines Charter Township
September 26, 2023
Page 2

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusion			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Use Value	Fee Simple	September 11, 2023	\$1,880,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Grand Rapids



Kyle Door
Michigan Certified General Real Estate
Appraiser License #1205078138
Telephone: 616.261.5000
Email: kdoor@irr.com

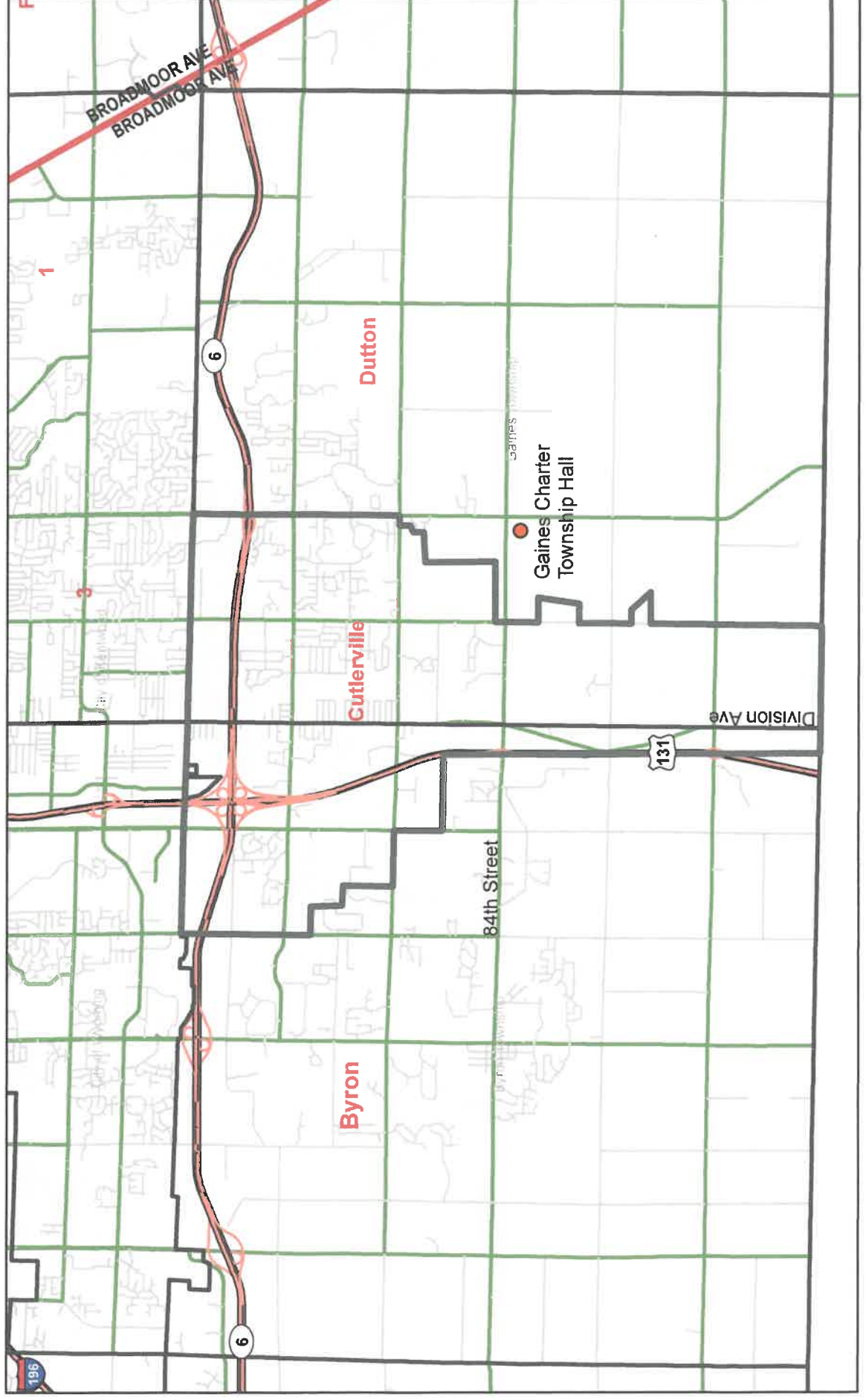


Jeffrey Genzink, MAI
Michigan Certified General Appraiser
#1205002640
Telephone: 616.261.5000
Email: jgenzink@irr.com



Attachment 2

Byron, Cutlerville, and Dutton Fire Department District Boundaries





MEMO

Staff Communication-Action Required

DATE: May 8, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Fire Services Agreement

SUMMARY OF TOPIC:

The Cutlerville Fire Department Advisory Committee has been working with the Township attorney to draft a fire services agreement that will be offered to Byron Township. Under the Intergovernmental Agreement, the Township remaining in the existing Cutlerville Fire Station is required to offer a fire services agreement with at least a one-year duration to the Township that is leaving the station. This agreement does provide options for Byron to extend the agreement until they are able to cover their portion of the Cutlerville service area. They are also able to cancel the agreement with six months' notice. The committee reviewed several fire services agreements from throughout the State and has recommended the attached version for Board approval.

BUDGET ACTION REQUIRED:

None currently.

STAFF RECOMMENDATION:

Staff recommends that you approve this agreement.

FIRE AND RESCUE SERVICES AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, this Fire and Rescue Services Agreement (the “Agreement”) is entered into as of July 26, 2024, by and between the Charter Township of Gaines, a Michigan charter township, located in the County of Kent, State of Michigan and whose offices are located at 8555 Kalamazoo Avenue, S.E., Caledonia, Michigan 49316 (“Gaines”), and the Township of Byron, a Michigan general law township, located in the County of Kent, State of Michigan, whose offices are located at 8085 Byron Center Avenue, Byron Center, Michigan 49315 (“Byron”) (together herein referred to collectively as “the Parties”).

RECITALS

- A. On May 11, 2020, Byron and Gaines executed an Amended and Restated Intergovernmental Agreement for the Operation, Funding and Maintenance of the Cutlerville Fire Department (“Cutlerville Agreement”).
- B. On or about July 26, 2023, Byron exercised its right to provide Gaines one-year advanced notice of its intent to terminate the Cutlerville Agreement.
- C. Pursuant to Article XIX of the Cutlerville Agreement, upon termination, Gaines is required to offer Byron a contract for fire protection service for services (“Services”) in the portion of the former Cutlerville Fire Department coverage area that was within Byron Township as depicted on Attachment 1 (“Coverage Area”).
- D. Various state statutes (including MCL 41.801 *et seq.*) authorize Michigan townships and municipalities to contract for the providing of fire protection services within their respective jurisdictional areas.
- E. The Parties hereto agree that it is in the best interest for the health, safety and welfare of the residents, property owners and visitors of and to Gaines and Byron that this Agreement be entered into by the parties hereto. This Agreement satisfies Article XIX of the Cutlerville Agreement for Gaines to offer such a contract to Byron.
- F. Pursuant to this Agreement, Gaines agrees to provide firefighting and emergency rescue services as provided in this Agreement (i.e. the Services) to Byron for a duration set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Nomenclature.** Gaines shall retain and utilize the “Cutlerville Fire Department” name,

but Byron shall not do so.

2. **Fire And Rescue Services.** Upon a call for service within the Coverage Area, Gaines shall furnish Byron with general firefighting and emergency rescue services for the protection of persons and property in the Coverage Area with the exclusion of Medical Level Three (3) calls. Together, these services shall be referred to as “the Services” in this Agreement. Gaines shall not, however, provide smoke detector installation, fire inspections, fire code enforcement, pre-plan reviews or other types of services not expressly included in this Agreement within the Coverage Area. All available fire apparatus owned by Gaines will be made available to respond to a call within the Coverage Area. Apparatus response to any call shall be at the discretion of the Gaines Fire Chief, or the Chief’s designee. If additional manpower and equipment are necessary, Gaines may respond with additional units at the discretion of the Gaines Fire Chief, or the Chief’s designee.
3. **Quality of Services.** Gaines shall provide the Services to Byron in a lawful and reasonable fashion, and Gaines shall furnish only fire protection and emergency rescue personnel who have successfully completed the Michigan Fire Fighters Council training program in connection with the Services.
4. **Area to be Served.** Gaines shall provide the Services to that portion of the former Cutlerville Fire Department coverage area that is within Byron Township for the portion of the former Cutlerville Fire Department coverage area that was within Byron Township as depicted on Attachment 1 (“Coverage Area”).
5. **Compensation.** Byron shall compensate Gaines for the Services by paying an \$800 fee per call. Any additional call time after the first hour will be billed at \$600 per hour for each additional hour after the initial hour. Incidents that do not require traditional fire and rescue apparatus, and may be managed with a Command Car, will be charged at a rate of \$90 per hour (after the first hour at \$800 per hour). Examples of this may include, but are not limited to, burn complaint checks, carbon monoxide alarms, and other good intent calls. A “call” shall be any dispatch generated request for service within the Coverage Area. Call time shall be recorded beginning when the call is dispatched and ending when all response vehicles and personnel have completed all tasks associated with the call. Additional hours shall be measured by rounding forward to the nearest quarter hour. Any calls for service within the Coverage Area will have a call charge paid to Gaines unless the Gaines Fire Chief, or the Chief’s designee, assigns another non-Gaines department to take first response on the call. All charges will be billed to Byron on a quarterly basis along with an additional 5% administrative fee. Gaines shall provide to Byron quarterly Fire Department activity reports relating to fire services performed within Byron.
6. **Staffing.** The number of firefighting personnel furnished by Gaines for any fire-related or medical call will be determined by the Gaines Fire Chief, or the Chief’s designee. Gaines is and shall be regarded, designated, and considered to be the employer with respect to all personnel whom Gaines may select and assign to provide the Services under

this Agreement. Gaines shall be exclusively and solely responsible for hiring, training, compensating, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment terms, conditions, employment rights, compensation, and the payment of all wages, statutory and other fringe benefits, disability payments, and other similar matters relative to all personnel Gaines utilizes in connection with providing the Services under this Agreement. Gaines shall be responsible for all payment of social security, unemployment, and disability insurance, and local, state, and federal tax withholdings for its employees. Gaines employees and agents shall not be considered as agents or employees of Byron for any purpose and no Gaines employees or agents are entitled to any of the rights, compensation, or other benefits which Byron may provide to its own employees or agents.

7. **No Creation of a Legal Entity; Contractor Status.** This Agreement does not create a separate legal entity or a public body corporate, or constitute a joint venture or partnership. In addition, in the provision of the Services under this Agreement, Gaines (its agents, contractors, employees, and personnel), is and shall be always regarded as an independent contractor as to Byron.
8. **Liability.** Gaines shall maintain workers disability insurance coverage on its firefighters and rescue personnel, so hired, under the workers compensation law and shall also maintain full public liability and property damage insurance coverage on all fire apparatus so as to relieve Byron from any and all liability by reason of injury or damage to any of said firefighters so hired by Gaines, while serving within Byron, and all liability and property damage caused by said apparatus.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by Gaines in the performance of this Agreement shall be the responsibility of Gaines, and not the responsibility of Byron. However, nothing under this Agreement shall be construed as a waiver of Gaines' right to assert a governmental immunity defense pursuant to the Michigan Government Tort Liability Act (GTLA), MCL 691.1401 *et seq.*, as amended.

Such requirements of Gaines as specified in this Paragraph 8 shall not apply to the extent and degree that any such liability, damage, or loss is caused by or attributable to Byron or any of its officials, officers or employees, or by any third parties.

9. **Fire Chief Discretion.** Except as provided in Paragraph 2 above, the level of response, the selection of the appropriate units, personnel and apparatus for response, and a determination of priorities between Gaines, Byron, and neighboring calls for cooperative fire enforcement activities under mutual aid agreement shall be solely the responsibility and decision of the Gaines Fire Chief or the Chief's designee. It is understood that Gaines' auto and mutual aid to other municipalities and this Agreement shall not be construed to restrict or limit the authority of Gaines to enter into such auto or mutual aid agreements or to cooperate with or assist other municipal, county, or state fire agencies in performing any official powers or duties as authorized by law. The parties hereto agree

that in the event emergencies shall arise or exist in two or more places to which Gaines may have agreements to render fire protection and/or rescue services, then and in such event the place to which said fire department shall respond shall be at the sole discretion of the Gaines Fire Chief or the Chief's designee, and Gaines shall be relieved from all obligations under this Agreement to furnish fire protection and/or rescue services to Byron in that event. Gaines shall, however, maintain sufficient agreements for mutual aid with other fire departments and shall call on said fire departments to attempt to respond to a call for fire protection in Byron in the event Gaines is unable to respond. Neither Gaines, nor the Cutlerville Fire Department or its officers or employees shall be liable to any party for failure to respond to a request for fire protection or rescue services for any reason.

10. **Duration; Possible Renewal.** This Agreement shall be for a period of one (1) year commencing on the date of its execution on July 26, 2024, and ending on July 25, 2025. This Agreement may only be extended or renewed at any time pursuant to a writing signed by both of the Parties hereto setting forth the terms and conditions of any such renewal or extension.
11. **Termination.** Byron may terminate this Agreement with six (6) months' written notice to Gaines. Gaines may terminate this Agreement with thirty (30) days prior written notice to Byron upon a material violation of this Agreement by Byron.
12. **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver or lessening of governmental immunity or any other defenses to liability of either Party or any elected or appointed officers or employees of either Party under the Governmental Tort Liability Act, being 1964 PA 170, as amended, MCL 691.1401, *et seq*; or any other defenses or statutes, which may be available to each governmental unit, its elected and appointed officers and officials, and its agents and employees.
13. **Ownership of Equipment.** All apparatus and equipment owned or purchased by Gaines during the term of this Agreement, retained by Gaines after the termination of the Cutlerville Agreement, and any reserves for replacement thereof, shall be and remain the sole property of Gaines during the term of this Agreement and following the termination, expiration, or non-renewal of this Agreement.
14. **Non-Discrimination.** The Parties shall not discriminate against any employee or applicant for employment with respect to hire, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, height, weight, genetic information, marital status, or disability, pregnancy, veteran status or any other legally protected status.

The Parties further agree not to discriminate against any recipient of services under this Agreement due to race, color, religion, sex, national origin, disability, genetic information or any other legally protected status in the delivery of Services rendered under this Agreement.

15. **Compliance with Laws/Regulations.** Gaines and Byron agree to comply with all Federal, State, local laws, rules, and regulations, as applicable.
16. **Headings.** The headings used in this Agreement are for reference purposes only and shall not be a substantive part of this Agreement.
17. **Modification of Agreement.** None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of both Gaines and Byron. A party proposing an amendment shall provide the other party with 60 days' prior written notice of any proposed modifications.
18. **Non-Assignment.** Neither party may assign this Agreement, nor its rights and duties hereunder, nor any interest herein, without the prior express written consent from the other party.
19. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services.
20. **No Waiver/Modification.** The failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of Gaines or Byron at any time to avail themselves of such remedies later as either may have for any breach or breaches of such provisions. No waiver, alteration, or modification of any provision of this Agreement shall be binding unless committed to writing and signed by duly authorized representatives of both Parties.
21. **Notice.** Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed email, facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business or such other address of which the Parties may have given notice.

Unless otherwise specified herein, notices shall be received: (a) on the date delivered, if delivered personally, by wire transmission or confirmed facsimile transmission; (b) on the next business day after deposit with an overnight air courier; or (c) three (3) business days after being signed for, if sent by registered or certified mail.

22. **Remedies/Dispute Resolution.** Should a dispute arise among the Parties regarding the performance under this Agreement, or the interpretation or applicability of any provision of this Agreement, the Parties shall in good faith first attempt to negotiate an understanding or resolution of that dispute. Failing to do so, the Parties shall next proceed to mediate the dispute using an independent third party to mediate the particular dispute whose expense shall be shared equally by the Parties. Selection of the

independent third-party mediator and the rules of mediation, shall be mutually agreeable to the Parties. Should the parties be unable to agree on an independent third-party mediator, or on the rules of mediation, they shall resort to the presiding judge of the Kent County Circuit Court to make the selection of a qualified person, and provide the rules of mediation, and the circuit court decision as to the identity of the qualified person and the governing rules shall be binding on the parties. In the event the dispute is not resolved by mediation, the Parties irrevocably consent to the jurisdiction of the Kent County Circuit Court to determine all issues which may arise under this Agreement. This Agreement shall be interpreted and enforced under the laws of the State of Michigan.

Absent mutual consent by both parties, in the event that one of the parties brings a dispute immediately to court without first following the above mentioned dispute resolution process, then the party opposing court action shall be entitled to recover reasonable attorney's fees and costs from the party initiating the litigation if either: (a) the parties are ordered by the court to follow the dispute resolution process outlined above or (b) the dispute is litigated and judgment is awarded in favor of the party opposing or which did not initiate court action before the mediation process.

23. **Severability.** If any provision of this Agreement should be deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.
24. **Interruption of Performance.** Neither party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to war, rebellion or insurrection, act of God, fire, government statute, order or regulation prohibiting or interfering with the performance of this Agreement.
25. **No Third Party Beneficiaries.** Nothing in this Agreement shall be intended to confer third-party beneficiary status or rights, pursuant to MCL 600.1405 or under any other statute or under the common law, to any person, governmental unit, or entity that is not a party to this Agreement.
26. **Counterparts; Copies.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. Each executed copy shall be deemed to be an executed original for all purposes.
27. **Acknowledgement.** By executing this Agreement, the Parties acknowledge that they have had adequate time to reflect upon, consider, and consult with legal counsel concerning the terms of this Agreement and execute the same voluntarily and free from improper influence or duress.
28. **Follow Through.** The Parties agree to execute and deliver such additional documents and perform such additional acts as may become reasonably necessary to effectuate the

provisions of this Agreement.

29. **Authorization.** This Fire and Rescue Services Agreement has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid, and binding obligation upon each of them and enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of Gaines and Byron as is respectively applicable.

IN WITNESS WHEREOF, this Fire and Rescue Services Agreement between Gaines Charter Township and Byron Township has been entered into and signed on the ____ day of _____, 2024.

GAINES CHARTER TOWNSHIP

By: _____
Robert DeWard, Supervisor

And by: _____
Michael A. Brew, Clerk

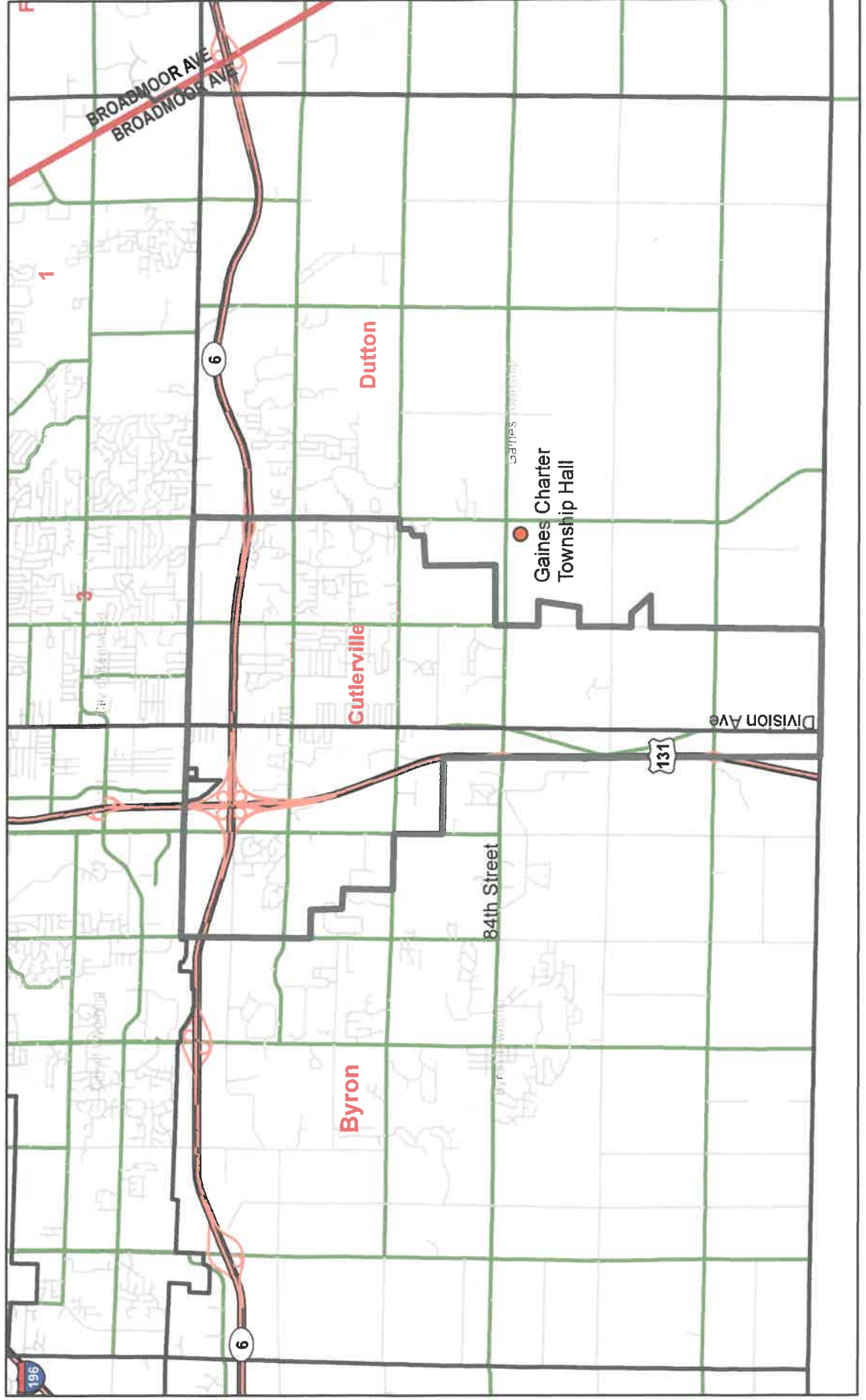
BYRON TOWNSHIP

By: _____/
Donald Tillema, Supervisor

And by: _____
Peggy Sattler, Clerk

Attachment 1

Byron, Cutlerville, and Dutton Fire Department District Boundaries





MEMO

Staff Communication-Action Required

DATE: May 8, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Gaines Charter Township Fire Department Logo

SUMMARY OF TOPIC:

The Cutlerville Fire Department Advisory Committee is recommending a new logo to be used for the Gaines Charter Township Fire Department. This logo is a combination of the current Cutlerville Fire Department logo and the Dutton Fire Department logo. As the two departments come together, this new logo will help to set the future of the department while maintaining some elements of the former departments.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends that this new logo be adopted. This will help the transition to the single department.

G A I N E S
FIRE
D E P A R T M E N T



G A I N E S
FIRE
D E P A R T M E N T





MEMO

Staff Communication-Action Required

DATE: May 6, 2024
TO: Gaines Charter Township
FROM: Michael Brew, Clerk
RE: TextMyGov

SUMMARY OF TOPIC: Election Communication

The Bureau of Election and Michigan Legislature has created guidelines and statutes concerning election communication. In February 2024 elections officials were required to communicate by letter, e-mail, **text, and** phone to Permanent Absentee Ballot residents concerning the absence of information on / lack of a ballot application. Gaines Charter Township, as well as other Michigan Municipalities, did not have a resource available to efficiently and effectively text our voters.

After much research and discussion, the Clerk's department has found a resource to help us with text communication with Gaines Charter Township registered voters.

BUDGET ACTION REQUIRED: \$7,500 in 2024; \$5,000 2025 and 2026

STAFF RECOMMENDATION:

Sign a three (3) year commitment with TextMyGov to communicate with Gaines Charter Township registered voters.



April 26th, 2024

Michael Brew
Township Clerk
Gaines Charter Township, MI

Dear Michael,

Thank you for your interest in Text My Gov solutions. Text My Gov has been providing citizen engagement and text-based communication to cities and counties in the United States and Canada since 2019 and serve more than 700 agencies throughout the United States including many throughout Michigan. Text My Gov System's was the first in this market to provide a Smart Texting Solution, with customizable responses, smart responses, web site integration, Freedom of Information Act (FOIA) reporting, and citizen requests with custom questions. In addition, Text My Gov has built in Artificial Intelligence to track recommended changes and can automatically search the Agencies' website.

The Text My Gov solution allows the Agency to provide 2-way communication, notify citizens, works on any device that can text (without downloading anything), and tracks requests until the Agency determines the request is complete. This combination of features is unique to Text My Gov.

We are confident in providing a solution that will improve your internal and citizen communication, reduce phone calls, as well as increase your responsiveness to your customers while reducing time and effort from your staff.

Our texting solution and web-based software (stored in AWS Government Cloud) is a uniquely designed platform that enables our customers the ability to easily configure smart responses, ask customizable questions, and send requested information with zero technical understanding of programming, database structures, etc. Text My Gov purchases a dedicated number for each municipal agency. Our unique software can easily track text messages, text message chains, allow the Agency to respond and export all the communication through our FOIA compliant reporting.

Text My Gov is only sold by the one company located in Logan, Utah. Text My Gov is not sold through any resellers or Government Vendors. This letter is to confirm that Text My Gov is the sole vendor/supplier/distributor/provider of our services and is available as a sole source product.

Thank you for considering TextMyGov,

Carson Frandsen
Vice President | TextMyGov

TextMyGov

TextMyGov

P.O. Box 3784
Logan, Utah 84323
435-787-7222

Partnership Proposal

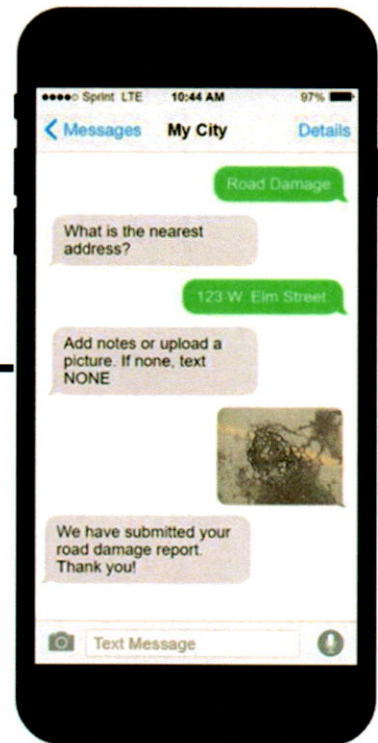
Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.*



TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an annual reoccurring charge for a period of Three-Years. The agreement is set to automatically renew on the date of this agreement, after year three. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:
Gaines Charter Township
8555 Kalamazoo Ave SE Caledonia, MI 49316
Michael Brew
michael.brew@gainestownship.org

Prepared by:
Tommy Christopherson
Account Executive
P.O. Box 3784
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: - TextMyGov Web-Based Software (Elections Only) - Local Phone Number - Database of Local Phone Numbers - Short Code Number (for outgoing messages) - Unlimited Users - Unlimited Support for Every User 10 GB Managed online data storage 50,000 Text Messages per year 100,000 Text Messages per year	\$5,000.00 Included	Annual
Implementation/Setup Fee	\$2,500.00	One Time
Total (First Year):	\$7,500.00	First Year
Total (Ongoing):	\$5,000.00	Annual

Notes:

1. This is a Three-Year. After the initial Three-Year, the contract can be canceled by providing 60-day written notice.
2. After the initial Three-Year, the agreement will revert to a year to year.
3. This proposal and pricing is valid until May 17th, 2024.
4. Customer is required to put Text My Gov widget on the Agency's Web Home page.
5. Customer is required to provide copy of W-9

Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- https://textmygov.com/enhanced-media-care/ *Our marketing team invests significant time and effort into creating a personalized media kit for your Agency, designed to enhance your Agencies presence and reach. As part of our agreement, we request that you post the material provided on your social media channels to maximize its effectiveness and ensure the best possible outcomes for the service.	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual
Database • Database of your local residence to improve citizen engagement. • Database might have been quoted in the original quote. See your package breakdown for details..	Price is based on population. See Account Executive for details.	

Agreement Confirmation

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Billing Information

(Invoices for the amount will be sent two weeks after signature with net 30 days.

Invoices will be sent from an iWorQ email address)

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9. Must include FEIN #.)

Agreement Signature

Name:

Title:

Date:

Signature:

Agreement Signature

Name:

Title:

Date:

Signature:

Widget Contact

Name:

Title:

Email:

Phone:

(This person is responsible for placing the Text My Gov Widget (see options-<https://support.textmygov.com/widget/>) on the agency's website within 60 days of the signature. The Text My Gov widget will remain on agency's website for the duration of the agreement. This agreement was discounted \$1000/annually so the agency understands that they are required to place and maintain the widget on the agencies website.)

Twilio Contact Authorization

Twilio Authorized Contacts

Employee Name (1):

Email:

Phone Number:

Job Position:

Business Title:

Employee Name (2):

Email:

Phone Number:

Job Position:

Business Title:

☐ I confirm that my nominated authorized representatives agree to be contacted by Twilio.

***Twilio contact can be the same as the implementation contact. Twilio requires us to have two authorized contacts. They rarely reach out, but if there are any support questions, they require these contacts. ***



MEMO

Staff Communication-Action Required

DATE: May 8, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Metro Fibernet, LLC Metro Act Permit

SUMMARY OF TOPIC:

Metro Fibernet, LLC, who operates as MetroNet, has submitted a Metro Act Permit for Township approval. The company is currently performing fiber installation in the City of Kentwood, and they would like to install fiber across the Township north of M-6.

The work that MetroNet has been doing in Kentwood is going well.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends that the Board approve this request. This installation will provide Township residents with another viable option for high-speed internet access.

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Metro Fibernet, LLC, a limited liability company organized under the laws of the State of Nevada whose address is 3701 Communications Way, Evansville, IN, 47715.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's Township Manager or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Gaines Charter Township, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.

2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.

2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is:

Scott Kreger
Project Director
1890 Bristol Ave NW
Grand Rapids, MI 49504

Email: scott.kreger@metronet.com

Tel: 614-648-0604

- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is:

Mark Stevens

Sr Director Fiber Design

3701 Communications Way

Evansville, IN 47715

Email: mark.stevens@metronet.com

Tel: 812-916-4450

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is:

Scott Kreger

Project Director

1890 Bristol Ave NW

Email: scott.kreger@metronet.com

Tel: 614-648-0604

- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is:

Metronet NOC

Email: mfn-noc@metronet.com

Tel: 833-673-1215

- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route

maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as

that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.
- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable

engineering standards. The work shall be completed within a reasonable time period.

- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or

responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and

appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
 - 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
 - 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:
 - 12.1.1 If to Municipality, to Gaines Charter Township, Attn: Township Manager, 8555 Kalamazoo Ave SE, Caledonia, MI 49316.
 - 12.1.2 If to Company, to Metro Fibernet, LLC, Attn: Director ROW Permitting, 3701 Communications Way, Evansville, IN 47715, with a copy to Metro Fibernet, LLC, Attn: Legal ROW Permitting, 8837 Bond St., Overland Park, KS 66214.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Gaines Charter Township

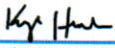
Attest:

By: _____
Clerk

By: _____
Its: _____
Date: _____

"Company accepts the Permit granted by Municipality upon the terms and conditions contained therein."

Metro Fibernet, LLC

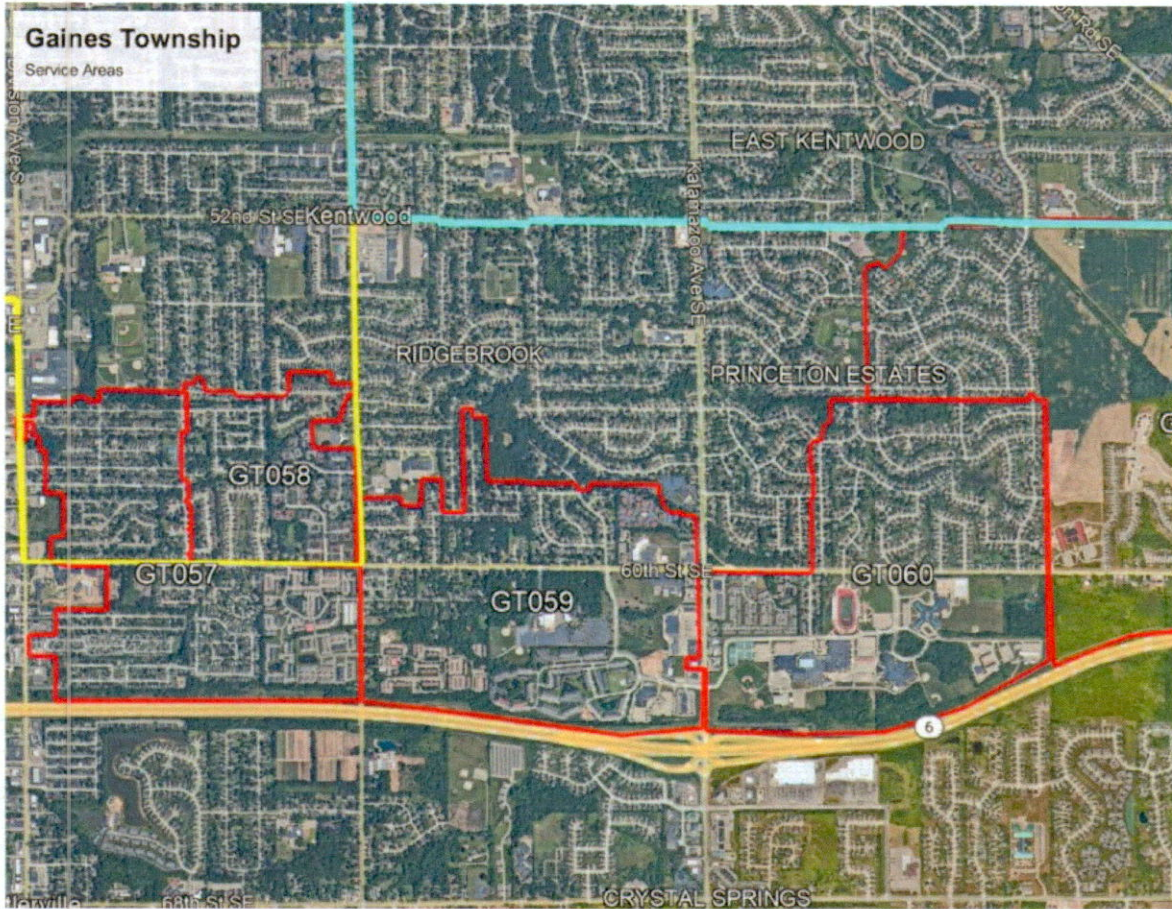
By: 
By: Kyle Hamilton (May 1, 2024 10:58 EDT)
Name: Kyle Hamilton
Its: EVP Construction
Date: 05/01/24

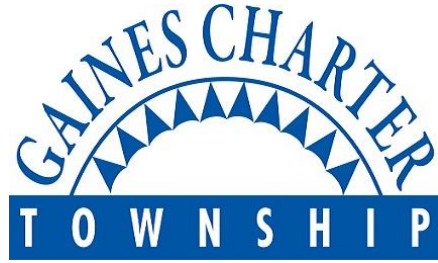


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Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities





MEMO

Staff Communication-Action Required

DATE: May 8, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Renewal of Contract with The Rapid

SUMMARY OF TOPIC:

Staff received the proposed contract with The Rapid for (their) FY2024-2025. The contract period begins August 27, 2024 and runs through August 28, 2025.

The contract includes both the line haul service and paratransit (The Go Bus) service.

FINANCIAL IMPACT:

Township will realize an increase of approximately 9.30% (\$80.28 to \$88.10) increase in the per hour charge. This increase will need to be reflected in the FY 2025 budget. The increase for the remainder of 2024 was anticipated and included in the 2024 budget.

BUDGET ACTION REQUIRED:

The increase equates to a monthly increase of \$409.53 (\$4,914.4 annually). The annual expense will be \$52,403.83. No budget action required for 2024, as \$55,000 was budgeted for 2024.

STAFF RECOMMENDATION:

Staff recommends approval of the contract.

AGREEMENT BETWEEN
THE INTERURBAN TRANSIT PARTNERSHIP
AND
GAINES CHARTER TOWNSHIP
FOR LINEHAUL AND PARATRANSIT SERVICES

Agreement made by and between Gaines Charter Township, hereinafter called the "Township", and the Interurban Transit Partnership, hereinafter called "ITP", with offices at 300 Ellsworth Ave., S.W., Grand Rapids, MI, 49503.

ARTICLE I – RECITALS

1. Whereas, ITP provides regular bus service over established routes during published hours and at published frequencies, and
2. Whereas, ITP has the capability of expanding its bus service, particularly service in the Township area, and
3. Whereas, the expansion of ITP bus service into Gaines Township makes transit service available for residents of Gaines Township.

Now, therefore, be it resolved that the Township wishes to enable the use of ITP transit service into and within the Township. The responsibilities of the Township and ITP in the execution of this resolve are set forth below.

ARTICLE II – RESPONSIBILITIES OF ITP

1. ITP shall provide bus service to the Township. The route(s) will be developed in agreement with both ITP and the Township. Passenger fares charged for both linehaul and paratransit service shall be those currently adopted by the ITP Board. ITP shall retain all passenger fare revenue.
2. ITP shall provide paratransit service pursuant to the requirements of the Americans with Disabilities Act. All equipment used in providing service to the Township shall be accessible to persons with disabilities. The ADA requires paratransit service be provided to those with a physical or mental disability who are prevented from utilizing linehaul. The paratransit service shall be provided during the same days and hours of operation of the linehaul service and shall be provided to those whose trips begin or end within the $\frac{3}{4}$ mile corridor

either side of the linehaul service within the township. ITP shall perform all certifications necessary to determine paratransit eligibility.

3. Liability and Risk

A. ITP shall provide for a Certificate of Insurance to be issued naming the Township as an additional insured. This insurance certificate shall be supplied prior to the start of service. ITP agrees to maintain such insurance for the duration of the project or the term for which services will be rendered.

- Workmen's Compensation (including occupational disease) under the terms of the Michigan Workmen's Compensation Act.
- General Liability: \$3,000,000 ultimate net loss each occurrence.
- Automobile Liability: \$3,000,000 ultimate net loss each occurrence.

ARTICLE III – RESPONSIBILITIES OF THE TOWNSHIP

For linehaul and paratransit service:

The Township shall pay for all hours of service that a bus(es) is in revenue service within the Township's boundaries per an hourly rate according to the applicable fiscal year (as defined in Article V).

The cost per hour to the Township, after Michigan Department of Transportation State Operating Assistance, is as follows:

FY 2024: \$80.28 per revenue hour; FY 2025: \$88.10 per revenue hour

Invoices will be submitted by the ITP monthly and shall be paid by the Township within 30 days of receipt.

ARTICLE IV – MARKETING AND INFORMATION

ITP shall provide all materials, schedules, and maps necessary to promote the service.

ARTICLE V – ITP FISCAL YEAR SCHEDULE

For purposes of this agreement, ITP's fiscal year schedule shall be defined as below:

FY 2024: October 1, 2023 – September 30, 2024

FY 2025: October 1, 2024 – September 30, 2025

ARTICLE VI – TERM OF AGREEMENT

1. This Agreement shall be effective starting August 27, 2024 through August 28, 2025 (the "Term"). The Township shall make its intentions to ITP for renewal of the agreement or desired service changes on or before June 15, 2024 for Fall 2024 service.
2. Hourly contract rates may be adjusted annually based upon inflationary increases in operating expenses, a decrease in local or State revenues to ITP, or a change in the service levels provided to the Township.
3. This Agreement may be terminated by either party with a minimum three-month prior written notification to the other party.
4. If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, the dissatisfied party shall so advise the other party by registered mail, indicating in specific detail the nature and basis of its dissatisfaction. If the complaint is based on reasonable cause, the party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days written notice by registered mail.

ARTICLE VII – ADDITIONAL CONDITIONS

1. ITP shall install all bus stops within the Township service area at its expense.
2. Service shall only be offered on days which the ITP linehaul operates, the hours of service shall be mutually agreed upon and made part of this agreement as attachment "A".
3. Additional services may be provided as permitted under Federal Transit Administration charter regulations. Under these guidelines, the service must be advertised and open to the general public. ITP must control the route and determine the fares to be charged. Any trips which do not meet these criteria, as determined by ITP, must first be offered to the private sector. The cost for any charter work shall be at ITP's current charter rate.

The Agreement is dated the _____ day of _____, 2024.

INTERURBAN TRANSIT PARTNERSHIP

GAINES CHARTER TOWNSHIP

By: _____
Chief Executive Officer

By: _____
Appointed Officer

Attest: _____

Attest: _____

ATTACHMENT A

FY 2024/2025 Fixed-Route Services in Gaines Charter Township August 27, 2024 – August 28, 2025

ROUTE DESCRIPTION

South on Eastern, west/north on Woodfield Drive through Woodfield Apartments.

FREQUENCY OF SERVICE

Weekday:	Every 15-minutes
Weekday evening:	Every 30-minutes
Saturday morning:	Every 60-minutes
Saturday midday:	Every 30-minutes
Saturday evening:	Every 60-minutes
Sunday:	Every 60-minutes

HOURS OF SERVICE

Weekday:	5:45 AM to 7:00 PM
Weekday evening:	7:00 PM to 10:30 PM
Saturday morning:	5:15 AM to 9:30 AM
Saturday midday:	9:30 AM to 5:00 PM
Saturday evening:	5:00 PM to 10:00 PM
Sunday:	7:00 AM to 7:00 PM

OPERATING DAYS

Weekdays:	254 (25 in FY 24; 232 in FY 25)
Saturdays:	53 (5 in FY 24; 46 in FY 25)
Sundays:	52 (5 in FY 24; 48 in FY 25)

COST OF SERVICE

Billable Hours:	600 (58.33 in FY 24; 541.67 in FY 25)
Contract Rate:	\$80.28 (FY 2); \$88.10 (FY 25)
Total Cost:	\$52,403.83

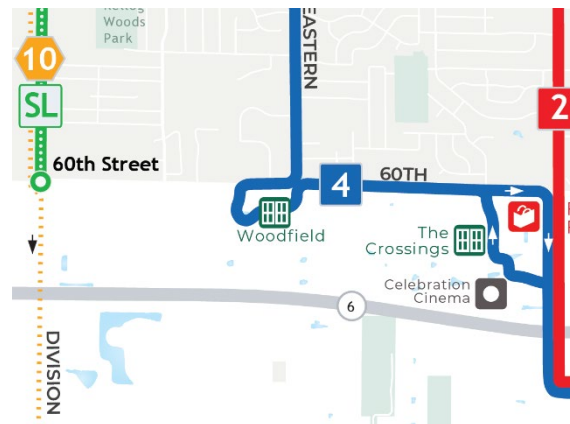


Figure 1 - FY 2023/2024 Route 4 alignment in Gaines Charter Township



MEMO

Staff Communication-Action Required

DATE: May 8, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Prairie Wolf Park – Prairie Section Maintenance

SUMMARY OF TOPIC:

There is a section of the prairie that is in need of some professional attention. The Parks and Trails Committee has been trying to establish canary reed grass in this section. It is currently being overrun by woody plants, briars and giant ragweed.

The Township has worked with Black River Habitats in the past to re-establish other sections of the prairie. This arrangement has worked very well. Black River will come in to help combat the invasive species and then the Committee will be able to work on re-establishing and maintaining the canary reed grass.

This is presenting as a recommendation from the Parks and Trails Committee.

BUDGET ACTION REQUIRED:

None – There is money in the budget for Grounds Improvement.

STAFF RECOMMENDATION:

Staff recommends that the Board approve this request to help get control of this section of the prairie.

Black River Habitats, LLC
6476 144th Ave
Holland, MI 49423
(269) 208-6275
brhabitats@yahoo.com
www.blackriverhabitats.com

Estimate



Black River Habitats
Giving Nature a Home

ADDRESS
Gaines Township

ESTIMATE #	DATE	EXPIRATION DATE
1331	05/03/2024	05/31/2024

SALES REP
Keith Kluting

DATE	ACTIVITY	AMOUNT
	Maintenance Mowing Prairie Maintenance Mowing. Price is per mow.	400.00
	Herbicide Application:Spot Spraying Spot Spraying for noxious and invasive weeds and woody species. Price includes chemicals and is for the treatment of 1 unit of the prairie.	500.00
	Site Evaluation Price is per site visit and includes a brief report.	250.00
	Herbicide Application Herbicide applications (3) for seeding preparation for last prairie unit.	1,200.00

Prairie Wolf Park prairie project.

TOTAL

\$2,350.00

Accepted By

Accepted Date

**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.**

IV. **PROJECT COMPLETION DATE** (the "Completion Date"): 11/15/2025

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 - paid

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

C. Payment Terms: N/a

VII. **WATER TRUNKAGE FEE**

A. Basis of Water Trunkage Fee: Commercial Use of Property – Pine Rest is developing 15 acres of the property that they own at 410 72nd Street into a children's hospital.

B. Amount of Water Trunkage Fee: \$34,200.00 based on current rates set by the Township Board. Commercial properties are charged \$2,214.00 per acre for water trunkage.

B. Payment Terms: Payment is due prior to the issuance of Township water permits for the project.

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

B. 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

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: The sewer availability fee is based on the frontage the property has on 72nd Street where an existing public sanitary sewer is located and Pine Rest is connecting the new children's hospital too for sewer service. The frontage is 495 ft and the rates set by the Township Board for the sewer availability fee are \$10,910 for the base fee (first 120 ft of the frontage) and \$109.10 for each additional foot over the base frontage.

B. Amount of Sewer Availability Fee: \$ 51,822.50

A. Payment Terms: Payment is due prior to the issuance of Township sewer permits for the project.

XI. SEWER TRUNKAGE FEE

- A. Basis of Sewer Trunkage Fee: Commercial Use of Property – Pine Rest is developing 15 acres of the property that they own at 410 72nd Street into a children's hospital.

- B. Amount of Sewer Trunkage Fee: \$39,852.00 based on current rates set by the Township Board. Commercial properties are charged \$2,656.80 per acre for sewer trunkage.
- B. Payment Terms: Payment is due prior to the issuance of Township sewer permits for the project.

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
- B. 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
- 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.

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:

(1) Diane M. Fornema

(2) Michael A. Gmci

DEVELOPER:

By: Paul H. Kauter

Its: C.F.O.

By: _____

Its: _____

Dated: 4-24, 2024

Witnesses:

(1) _____

(2) _____

CHARTER TOWNSHIP OF GAINES:

By: _____

Robert DeWard

Its: Supervisor

By: _____

Michael Brew

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]



MEMO

Staff Communication-Action Required

DATE: May 8, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Buses by the Beach, Inc. Charitable Gaming Request

SUMMARY OF TOPIC:

Buses by the Beach, Inc. is a 501(c)3 nonprofit organization and is registered at an address in the Township. They are a group of Volkswagen Van enthusiasts that host fund raising events throughout the year. They would like to hold daily 50/50 drawings at their upcoming Memorial Day event.

The sole beneficiary of their fundraising efforts is Phoenix Society. Phoenix Society serves burn survivors, their loved ones, burn care professionals, and researchers. Buses by the Beach has donated more than \$300,000 to Phoenix Society since 2003.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of this request.

7931 High Knoll Dr
Byron Center, MI 49315

May 7, 2024

RE: BUSES BY THE BEACH REQUEST FOR RESOLUTION FOR CHARITABLE GAMING LICENSE

Dear Gaines Township Board of Trustees,

I am writing to you now to request a resolution from the Board of Trustees in support of granting Buses By the Beach, Inc., a 501(c)3 non-profit organization incorporated in Gaines Township, that qualifies our organization to apply for a temporary charitable gaming license. Our intent is to hold a daily 50/50 style raffle during our Memorial Day weekend event. I have enclosed a form from the Michigan Lottery Charitable Gaming Division that can be filled out and certified to document the results of the vote for the requested resolution.

We are a group of VW van lovers, and while we are based in the West Michigan area, events draw VW bus owners and their families from all over the USA and Canada.

Since 2002, we have combined our love of Volkswagen-style camping with raising money for the Phoenix Society for Burn Survivors. The money we raise goes toward mentoring and support programs for those individuals whose lives have been forever changed by a serious burn injury. The Phoenix Society is the world's largest burn support organization and is based in Grand Rapids, Michigan.

Our goals are mainly achieved through our fundraiser campouts that we host three times a year. The names of the events we hold are:

- **Bus Benefit** – held in Trufant, MI during Memorial Day Weekend
- **Bus BOO!!!** – held in Dorr, MI in late Sept. or early Oct.
- **Bus BRRR** – held in Fremont, IN late Feb. or early March

I have also enclosed a copy of our sponsor flyer for 2024, which may provide you with a little more detail. You can also find us at www.busesbythebeach.org. Be sure to take a look at the video included there. It will give you a good feel for who we are and what we are all about.

Our sole beneficiary, Phoenix Society, serves burn survivors, loved ones, burn care professionals, researchers, and anyone else committed to empowering the burn community and building a safer world.

Founded by Alan Breslau in 1977, Phoenix Society is now the leading national nonprofit organization dedicated to empowering people affected by a burn injury. Their seeds were

planted when Alan, a burn survivor of a 1963 airplane crash, visited a young boy in a burn center shortly after his accident. There, he recognized the transformative power of peer support. Since 2003, Buses By the Beach has donated more than \$300,000 to the Phoenix Society.

Please consider our request for resolution during your May 13 Board Meeting. I will plan to be present along with our Board President, Elizabeth Smith, in case you have any questions for us.

Kind Regards,

A handwritten signature in black ink that reads "Derek Reed". The signature is fluid and cursive, with the first name "Derek" and last name "Reed" clearly distinguishable.

Derek Reed
Vice President of the Board
Buses By the Beach, Inc.

Encl.: Michigan Lottery Charitable Gaming Division Form BSL-CG-1153(R6/09) Local Governing Body Resolution For Charitable Gaming Licenses, 2024 Buses By the Beach Sponsor Flyer

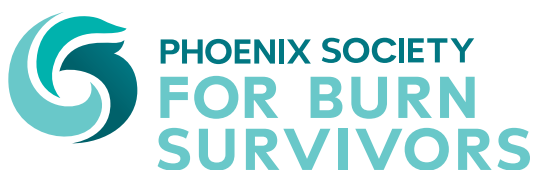


Buses by the Beach Sponsorship Opportunities

Buses by the Beach

Buses by the Beach is a group of VW bus lovers based in the Grand Rapids, Michigan area. Since 2003, Buses by the Beach has combined the love of Volkswagen style camping with raising money for The Phoenix Society for Burn Survivors. As an established 501(c)(3) non-profit organization, Buses by the Beach holds three major fundraising campouts run entirely on donations. All money raised during the events goes towards the Phoenix Society to help with their operations.

*Since 2003, we have donated over \$200,000 to
The Phoenix Society for Burn Survivors.*



Phoenix Society for Burn Survivors

The Phoenix Society was founded by Alan Breslau. Alan was extensively burned in the crash of a commercial airliner in 1963. Following a visit to a young boy in a burn center, Alan realized the importance of peer support for those with burn injuries and went on to establish one of the first burn support organizations in the United States. After many years of working with burn survivors, he officially incorporated The Phoenix Society for Burn Survivors in 1977.

Today, The Phoenix Society provides countless services for those touched by tragic events. Services include a peer support program that connects people with new burn injuries to survivors and family members who have been impacted by a burn injury. They also provide a secure online community where survivors may share their story and connect with others who have similar experiences related to a burn trauma. The Phoenix Society also holds an annual international conference that unites more than 900 burn survivors and their families, caregivers, burn care professionals, and firefighters.

*We strive to create a loving community of
VW bus enthusiasts around an exceptional cause.*



Our Events

Bus Benefit: Memorial Day Weekend

Our largest fundraising event held at Smiling Acres in Trufant, Michigan. Campers from across North America come for this weekend filled with music and fellowship.

Bus BOO: October

Our Halloween-themed event is held at Hungry Horse Campground in Dorr, Michigan. Campers and classic Volkswagen buses gather for tricks, treats, hayrides, and a chili cook-off for kids of all ages.

Bus BRRR: February

Our event where the brave few go camping mid-winter for a weekend of fun. Held at Pokagon State Park in Angola, Indiana.



Sponsorship Benefits & Levels

There are many benefits to being a Buses by the Beach sponsor including event tickets, merchandise, and marketing on the Buses by the Beach website and events. Most importantly, you have the satisfaction of knowing your tax-deductible contributions are going to support the world's largest burn support organization.

Diamond Level: \$5,000+

- Acknowledgement of support during our radio advertising
- Individual banner for your organization at our events
- Your large logo on the Buses by the Beach website and in the Bus Benefit program
- 10 weekend passes to Bus Benefit and \$200 in Bus Bucks
- Acknowledgement of support on stage at Bus Benefit

100% of proceeds we raise during our events are donated to the Phoenix Society for Burn Survivors.

Platinum Level: \$2,500-\$4,999

- Acknowledgement of support during our radio advertising
- Individual banner for your organization at our events
- Your large logo on the Buses by the Beach website and in the Bus Benefit program
- 8 weekend passes to Bus Benefit and \$160 in Bus Bucks
- Acknowledgement of support on stage at Bus Benefit

Gold Level: \$1,000-\$2,499

- Shared banner for your organization at our events
- Your medium logo on the Buses by the Beach website and in the Bus Benefit program
- 6 weekend passes to Bus Benefit and \$100 in Bus Bucks
- Acknowledgement of support on stage at Bus Benefit

Silver Level: \$500-\$999

- Shared banner for your organization at our events
- Your small logo on the Buses by the Beach website and in the Bus Benefit program
- 2 weekend passes to Bus Benefit and \$40 in Bus Bucks
- Acknowledgement of support on stage at Bus Benefit

Bronze Level: \$250-\$499

- Listing on the Buses by the Beach website and in the Bus Benefit program
- 2 weekend passes to Bus Benefit

Friendship Level: \$100-\$249



Contact us to become a sponsor!

7931 High Knoll Dr.
Byron Center, MI 49315
616-886-2124

Email: volksfolks@busesbythebeach.org

Web: busesbythebeach.org





Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from BUSES BY THE BEACH, INC. of BYRON CENTER
NAME OF ORGANIZATION CITY

county of KENT, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION Required
PENALTY Possible denial of application

BSL-CG-1153(R6/09)



MEMO

Staff Communication-Action Required

DATE: May 1, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township Manager
RE: Request for Temporary Fireworks Stand

SUMMARY OF TOPIC:

Jake's Fireworks, Inc. contacted staff regarding a temporary fireworks stand in the parking lot of Russ' Restaurant, June 20, 2024 – July 5, 2024.

As was discussed at the Board's last meeting, we do not have an ordinance against "tent" sales, but we do require the Board approve each individual temporary outdoor sales request.

Jake's has supplied letters of recommendation, a copy of their agreement with Russ', the site plan, a copy of their insurance binder for \$9 million in coverage, and their license issued by the State of Michigan.

BUDGET ACTION REQUIRED: NONE

STAFF RECOMMENDATION:

Staff recommends the request be approved with the following condition:

- A copy of the insurance binder showing Gaines Charter Township as an additional insured party be submitted to the Township no later than June 1, 2024.

Jake's Fireworks, Inc.

Corporate Offices - 1500 E. 27th Terrace
Pittsburg, KS 66762
Phone: 620-231-2264, 800-766-1277 Fax: 620-231-2416

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

To Whom It May Concern,

Jakes Fireworks, Inc will be leasing a portion of the parking lot at 6454 S Division Ave, Cuttlerville, from Russ' Holding, for the fireworks season, June 20 thru July 5th. With a tent being set up and torn down a few days before and after. We want to place a 30x50 flame retardant tent for the retail sales of consumer fireworks. We are a 36-year-old company, in numerous states, and believe in following city and state requirements. We have also enclosed an Insurance Certificate with a 9 million liability limit, which the state is requiring. The State of Michigan requires that we register each location with them, so we will have the proper permit from the State of Michigan's Fire Marshal, before the tent sets up.

Please use this letter as our request for a temporary permit that is required by the Gaines Charter Township. Please do not hesitate to call with questions or concerns, (620)231-2264 ext 11162. We look forward to working in your community.

Sincerely,

Nicole Blair
Jakes Fireworks, Inc
Retail Operations

HOME OF - THE EXCALIBUR • GOLIATH • ONE BAD MOTHER • LOYAL TO NONE • THE BIGGEN

INDIANA
DISTRIBUTION CENTER
800 Wagner Ave.
Elkhart, IN 64516
ph: 574-296-7100
fx: 574-296-7102

KENTUCKY
DISTRIBUTION CENTER
451 Johnson St.
Russellville, KY 42276
ph: 270-726-8000
fx: 270-726-8076

OKLAHOMA
DISTRIBUTION CENTER
17824 S. Sooner Rd.
Norman, OK 73071
ph: 405-321-4886
fx: 405-321-4886

SOUTH CAROLINA
DISTRIBUTION CENTER
130 Red River Rd.
PO Box 157
Wagener, SC 29164
ph: 803-564-2264
fx: 803-564-2416

TEXAS
DISTRIBUTION CENTER
7010 S 19 Highway
Athens, TX 75751
ph: 903-264-2264
fx: 903-264-2416

NEBRASKA
DISTRIBUTION CENTER
4355 Industrial Circle No. 17
Hastings, NE 68902
ph: 620-231-2264
fx: 620-231-2416

WASHINGTON
DISTRIBUTION CENTER
739 Nevil Road
Winlock, WA 98596
ph 360-785-0859
fx 360-785-3748

From: [Ryan deVries](#)
To: [Dan Wells](#)
Cc: [Jeff Dault](#)
Subject: Jakes Fireworks
Date: Tuesday, April 30, 2024 3:11:06 PM

Hi Dan,

Just wanted to mention that we have an agreement with Jake's Fireworks for our 6444 Division restaurant. I understand that they are going through an approval process with the township currently. We are hoping that they are approved for setting up a tent in our parking lot in June. If approved, we will make sure that it goes very well for all and is not any kind of nuisance. Let me know if there is anything that we can help with to see this through.

Thanks,

--

Ryan deVries
President
Russ' Restaurants
616.836.7622

"Achieving excellence in the big things requires consistent excellence in the little things."

Value Partner Advisors LLC
820 S. Walton Blvd. Ste. 11
Bentonville, AR 72756
Tel 479-372-1800
rachael@vpapromotions.com



April 1, 2024

To whom it may concern:

I am writing this letter to confirm that Jake's Fireworks has been operating fireworks stands and tents on Walmart parking lots since 2017. Throughout this time, Jake's Fireworks has maintained exemplary standards of operation and has been in good standing with both VPA Promotions and Walmart.

Since the commencement of our partnership in 2017, Jake's Fireworks has exclusively operated on Walmart parking lots located in Iowa, Kansas, Louisiana, Missouri, and Nebraska. We have consistently adhered to all relevant regulations and guidelines, ensuring a safe and enjoyable experience for our customers while upholding the values and standards set forth by Walmart and VPA Promotions.

Should you have any questions or require further information regarding Jake's Fireworks, please do not hesitate to contact me directly at the contact information above. I would be more than happy to discuss our operations in more detail or provide any additional documentation as needed.

Thank you,

A handwritten signature in black ink, appearing to read "Rachael Driggs", with a stylized flourish at the end.

Rachael Driggs
Director of Operations
VPA Promotions



Gasoline
Kerosene
Fuels
Oils

03/25/24

To Whom It May Concern:

I am writing to provide a referral for Jakes Fireworks Inc. who have been a tenant at our business premises located at multiple locations for the past three years. Throughout their tenancy, Jakes Fireworks Inc. has consistently demonstrated exemplary qualities that make them an ideal candidate for your property.

During their time as our tenant, Jakes Fireworks Inc. has proven to be reliable, responsible, and respectful. They have consistently paid rent on time and adhered to the terms of the lease agreement without any issues. Additionally, they have maintained the property in excellent condition and ensure that the premises are well cared for during their occupancy.

Jakes Fireworks Inc. has been a pleasure to work with, displaying professionalism and courtesy in all interactions. Their communication skills are excellent, and they have always been cooperative and accommodating to our requests.

Based on Jakes Fireworks Inc.'s track record and character, I have no hesitation in recommending them as tenants for your property. I am confident that they will continue to uphold the same high standards of tenancy and be an asset to your business community.

Please feel free to contact me if you require any further information or clarification regarding Jakes Fireworks Inc. or their tenancy at our property.

Sincerely,

Andrew Fleming

SITE PLAN

6444 Division Ave S, Grand Rapids, MI 49548
30x50

Minimum Separation Distances as shown in plan below:

Buildings: No buildings are located within 20 ft of the tent

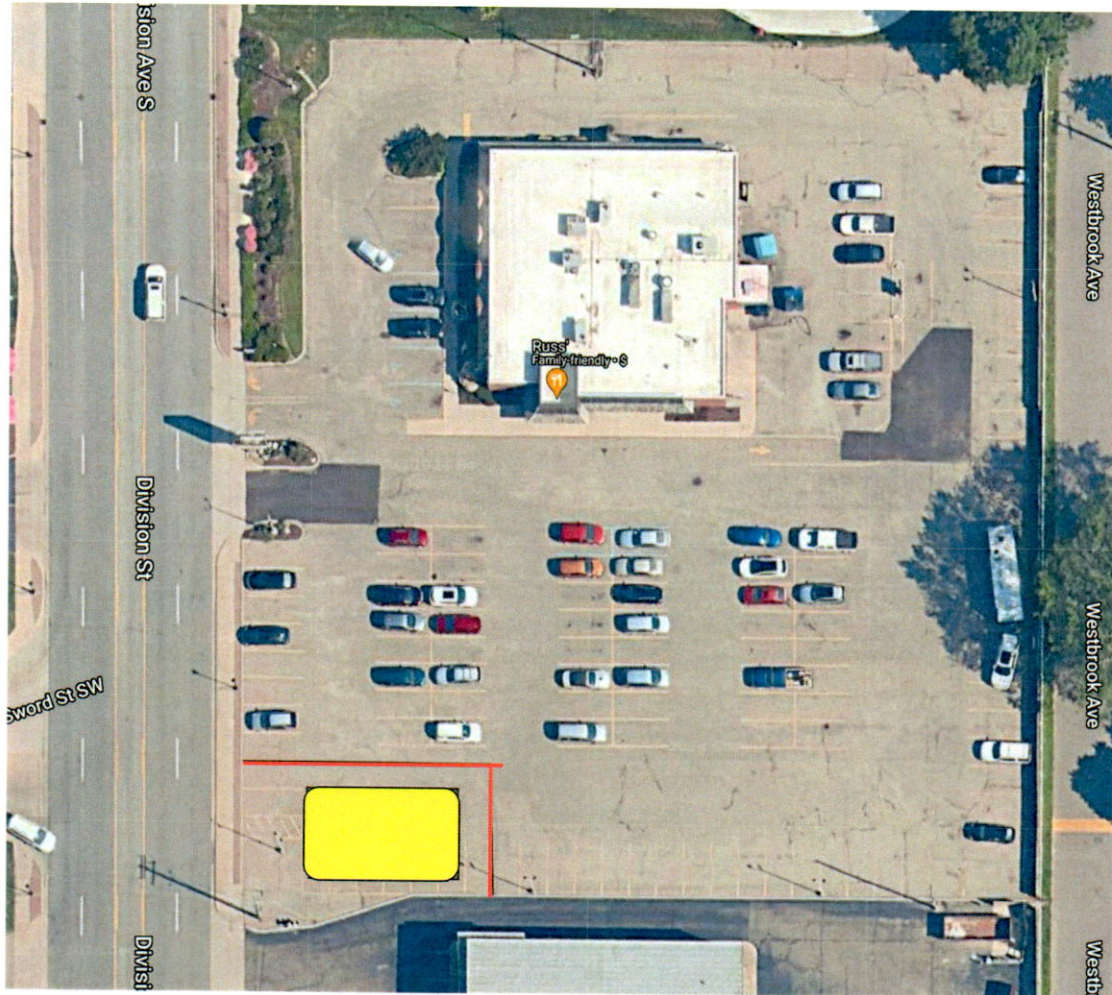
Combustibles: No combustibles are located within 20 feet of the tent

Tents: No tents will be located within 20 feet of tent

Vehicle Parking: No Vehicle will be allowed within 10 feet of tent. If parking spots are shown in diagram below within 10 feet of tent these spots will be barricaded and marked as to not allow parking.

Stands: No stands are located within 20 feet of tent.

Storage of Consumer Fireworks: No storage of consumer fireworks will occur at this location.



7.4.2 Site Plan. The site plan for tents shall show the location of the tent on the site and indicate the minimum separation distances required by 7.4.7.

7.4.7.2 Temporary Facilities. Temporary CFRS facilities shall be located as specified in Table 7.4.7.2.

*nearest gas station over 50' away

*no flammable gas bulk dispenser within 300ft

Lease Agreement

THIS AGREEMENT made and entered into this April 9th, 2024, by and between **Russ' Restaurants**, Hereinafter referred to as LESSOR, and **Jakes Fireworks, Inc.**, hereinafter referred to as LESSEE

LESSOR, in consideration of the covenants and agreements hereafter made by LESSEE, hereby leases exclusively unto LESSEE on the following described real estate:

____ 6444 Division Ave S ____
____ Grand Rapids, MI 49548 ____

for the purpose of selling and distributing fireworks for the period of June 8, 2024, through July 8, 2024; provided, however, LESSEE shall be allowed to erect and remove his equipment on and from the premises within a reasonable period prior to and following the lease period.

LESSEE AGREES:

1. To pay LESSOR, as rent on the above-described premises, the sum of \$ **4000.00** to be paid after signing.
2. To operate his business on the leased premises in a lawful manner and in full compliance with applicable laws and regulations.
3. To accept liability for any damage that occurs on the property from the initial set up until the site is returned to its original condition, including the patching of asphalt due to tent tie downs.
4. To remove all trash, debris, and rubbish that shall have been caused to be placed thereon by LESSEE'S operations.
5. Allow the presence of a Jake's Fireworks banner to hang on the side of tent, for the above stated time.

In the event the leased premises are annexed to a city where the sale of fireworks is not permitted, or it is in any other way deemed unlawful to sell fireworks on the leased premises this lease will be terminated, and rental money returned to the LESSEE.

This lease may be renewed each year by signature of lease agreement on or about **Feb 15th** of each consecutive year, provided that the ground is vacant.

LESSEE is hereby granted right of first refusal at this location for the same purpose and period for the year following expiration of this lease.

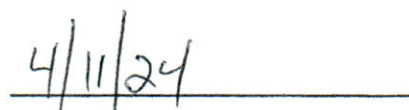
The agreement and covenants shall extend to the heirs and assigns of each of the parties.

Jake's Fireworks will provide a certificate of insurance on or before June 10, 2024.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.



Lessor



Jake's Fireworks, Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:														
INSURED Jake's Fireworks Inc. 1500 E 27th Terr. Pittsburg KS 66762	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B : Arch Speciality Ins Co</td><td>21199</td></tr><tr><td>INSURER C : Axis Specialty Ins Co</td><td>15610</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Arch Speciality Ins Co	21199	INSURER C : Axis Specialty Ins Co	15610	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 798454864

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC		052115105	2/15/2024	2/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		UXP1037038-04	2/15/2024	2/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2		P-001-001322008-01	2/15/2024	2/15/2025	Each Occ/ Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. sales location: 6454 S Division Ave. Land Owner: Russ' Holding Corporation 390 E 8th Street Holland, MI 49423
The certificate holder and the above listed are additional insureds with respects to general liability policy as required by written policy.
Group Code: 66762
Group Code: 66762

CERTIFICATE HOLDER**CANCELLATION**

Jake's Fireworks Inc.
Pittsburg KS 66762
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Michigan Department of Licensing and Regulatory Affairs
BUREAU OF FIRE SERVICES
611 W. OTTAWA ST., 4TH FLOOR
LANSING, MI 48933

06032024

Jake Marietta
Jason Marietta
1500 e. 27th terrace
Pittsburg KS 66762

COMPLAINT INFORMATION:

THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED AS A
WAIVER, DISMISSAL OR ACQUIESCENCE TO ANY COMPLAINTS OR
VIOLATIONS PENDING AGAINST THE LICENSEE, ITS AGENTS OR
EMPLOYEES.

FUTURE CONTACTS:

YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE
OR ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS BY CALLING (517) 241-8847

YOUR LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE.

GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
Michigan Department of Licensing and Regulatory Affairs

TYPE OF CONSUMER FIREWORKS RETAIL FACILITY: TEMPORARY
ISSUED TO THIS CONSUMER FIREWORKS RETAIL FACILITY PURSUANT TO THE
MICHIGAN FIREWORKS SAFETY ACT, P.A. 256 OF 2011.

THIS CERTIFICATE REMAINS THE PROPERTY OF THE MICHIGAN DEPARTMENT OF
LICENSING AND REGULATORY AFFAIRS (LARA), AND IS TRANSFERABLE UNDER
CONDITIONS SPECIFIED IN MCL 28.454(6), MICHIGAN FIREWORKS SAFETY
ACT. THIS CERTIFICATE IS SUBJECT TO PAYMENT OF CERTIFICATE FEES FOR
INITIAL AND ANNUAL APPLICATION OR TRANSFER FEES.

Jakes Fireworks
Jakes Fireworks INC
6454 S DIVISION AVE
CUTLERVILLE MI 49548

Certificate Number
CT01605

Expiration Date:
04/30/2025

This document is duly
issued under the laws of
the State of Michigan



MEMO

Staff Communication-Action Required

DATE: May 8, 2024
TO: Gaines Charter Township
FROM: Rod Weersing, Township
RE: Crystal Springs, Little Firecracker (kids) Parade

SUMMARY OF TOPIC:

Staff received a request to close several streets in Crystal Springs for the 4th annual Little Firecracker (kids) Parade.

Coordinators would like to hold the parade June 29th, between 9:30AM to 11:00AM. A map of the proposed map and road closures is attached (note this is the same route as 2022). After the parade, they are requesting that the Heather Ridge cul-de-sac remain closed until noon to accommodate a block party for participants.

The Kent County Road Commission requires that the Township review such requests and then file an application with the Road Commission if the Board agrees with the request.

Both the Sherriff Department and fire services will be advised of the event.

FINANCIAL IMPACT:

Neither the Township nor the Road Commission will provide any physical, logistical, or financial support to the event.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION:

Staff recommends the Board approve the road closure request.



Kim Triplett

From: Karen Gill <crystalspringswest@gmail.com>
Sent: Wednesday, April 24, 2024 2:04 PM
To: Kim Triplett
Subject: Re: Little Firecracker Parade

Kim, there was some miscommunication and the date of the parade is actually the Saturday BEFORE the 4th. June 29th at 10:00 so both that and the Heather Ridge closing would be on that day. 😞

On Tue, Apr 16, 2024 at 12:59 PM Kim Triplett <Kim.triplett@gainestownship.org> wrote:

Thank you Karen, I will get this on the 5/13/2024 Board meeting agenda

GAINES CHARTER
TOWNSHIP
www.gainestownship.org
Kim.triplett@gainestownship.org

Kim Triplett
Executive Assistant
Office: 616-698-6640 Ext. 131
Direct: 616-504-4332

From: Karen Gill <crystalspringswest@gmail.com>
Sent: Tuesday, April 16, 2024 12:54 PM
To: Kim Triplett <Kim.triplett@gainestownship.org>
Subject: Little Firecracker Parade

Our Little Firecracker Parade is scheduled for Saturday July 6th at 10:00am. We would like roads closed between 9:30-11:00 along the parade route. The committee will put cones out to keep traffic out. during that time.

New this year, some of the neighbors would like to host a block party on the Heather Ridge cul de sac and would like to keep that road closed until 12:00 noon.

Let me know if you need any additional information. If you haven't heard from Wolverine Fireworks yet, they will be contacting you for their firework display on Wednesday, July 3rd at dusk. Thanks so much Kim.

Kim Triplett

From: Karen Gill <crystalspringswest@gmail.com>
Sent: Tuesday, April 16, 2024 12:54 PM
To: Kim Triplett
Subject: Little Firecracker Parade
Attachments: Parade Route 2024.docx

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