



8555 Kalamazoo Ave., SE  
Caledonia, MI 49316

[www.gainestownship.org](http://www.gainestownship.org)

Phone: 616-698-6640  
Fax: 616-698-2490

October 9, 2024

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

RE: October 14, 2024, Township Board Meeting

Township Board Members:

Greetings! I hope that this message finds you well.

As we have seen in the past, as we get to the end of the year the meeting agendas get a little longer. There are no scheduled speakers for the October meeting. There are two public hearings that were set at the September meeting. One is for the Dutton Center PUD, and the other is for a major amendment to the Dutton Mill Village PUD.

Under new business you will see that there are six items coming from the Planning Commission. You will be asked to consider the final condominium plan for Cooks Enclave, the two PUD amendments from the public hearings, and three final plats. There are also three requests coming from the fire department. These items are a change to their data software platform, some changes to the final layout of the new platform truck, and an extension and raises for the firefighter's union.

You will also be asked to consider a resolution for Blendon Township to join the Grand Valley Metro Council, lowering the streetlight special assessment, an additional liquor license and set a public hearing for Grinning Mitten (Railtown), and the renewal of the Comcast franchise agreement. There will be a first reading of the updated Cemetery Ordinance, Cemetery Rules, and Cemetery Fees, as well as the proposed 2025 budget. The next step for those two items will be to schedule public hearings for November along with the second reading.

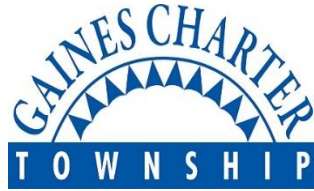
Lastly, I have once again added the final allocation of the American Rescue Plan Act (ARPA) funds for your consideration. I have also added some round columbarium options as requested at the last meeting.

I look forward to seeing you on Monday!

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



**CHARTER TOWNSHIP OF GAINES**  
**MEETING LOCATION: 8555 Kalamazoo Ave., SE, Caledonia, MI 49316**  
**Township Board of Trustees Meeting**  
**\*PRELIMINARY AGENDA\***  
**MONDAY – October 13, 2024**  
**Time: 7:00PM**

- 1. Opening Prayer ~ Supervisor DeWard**
- 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. Building Department September 2024 Revenue Report**
  - b. Community Policing Officer's September 2024 Report**
  - c. Cutlerville and Dutton Fire Run Reports**
  - d. 2024 3<sup>rd</sup> Qtr. Sheriff Dept, Activity Report vs. 2023 3<sup>rd</sup> Qtr.**
  - e. Residents comments and pictures regarding SURF Internet**
- 8. Scheduled Speakers**
- 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**
  - a. Dutton Center PUD**
  - b. Dutton Mill Village Major Amendment**
- 11. Consent Agenda:**
  - a. Minutes – September 9<sup>th</sup> and September 23<sup>rd</sup>, 2024**

**b. Check Registers for month of September**

|                                  |                     |
|----------------------------------|---------------------|
| i. General Fund (101):           | \$112,539.90        |
| ii. Public Safety SAD (205):     | \$210,211.20        |
| iii. Building Inspections (549): | \$ 51,052.73        |
| iv. Water and Sewer (590 & 591): | \$402,726.31        |
| <b>TOTAL OF ALL FUNDS:</b>       | <b>\$776,530.14</b> |

**c. Treasurer's Report**

**12. New Business**

- a. Consider ~ Cooks Enclave**
- b. Consider ~ Dutton Center PUD Amendment**
- c. Consider ~ Dutton Mill Village PUD Marathon Amendment**
- d. Consider ~ Hoffman Meadows Phase II Final Plat**
- e. Consider ~ Thornapple Farms Phase I Final Plat**
- f. Consider ~ Thornapple Farms Phase II Final Plat**
- g. Consider ~ Change Fire Department Data Software**
- h. Consider ~ Changes to Platform Truck on order**
- i. Consider ~ Proposed extension and changes to firefighter's Union Agreement**
- j. Consider ~ Blendon Township joining GVMC**
- k. Consider ~ Streetlight special assessment rate – lower**
- l. Consider ~ Railtown request for additional liquor license – set public hearing**
- m. Consider ~ Renewal of Comcast Franchise Agreement**
- n. Consider ~ 1<sup>st</sup> Read and set public hearing Cemetery Ordinance**
- o. Consider ~ 1<sup>st</sup> Read and set public hearing for proposed 2025 budget**
- p. Consider ~ ARPA Final Allocation**
- q. Consider ~ Columbarium**

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

**14. Manager's Comments**

**15. Supervisor's Comments**

## **16. Trustee's Comments**

### **NEXT SCHEDULED BOARD OF TRUSTEES MEETING:**

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

**\*Preliminary Agenda – Subject to Change\***





## Revenue Breakdown Report

Page: 1 of 26

10/01/2024

Filter: All Records, Transaction.DateToPostOn Between 9/1/2024 12:00:00 AM AND 9/30/2024 11:59:59 PM

| Unit Totals |         |           |
|-------------|---------|-----------|
| Unit Name   | Records | Revenue   |
|             | 195     | 72,540.90 |
| TOTAL       | 195     | 72,540.90 |

| Record Type Totals |         |           |
|--------------------|---------|-----------|
| Unit:              | Records | Revenue   |
| Name               | 1       | 15.00     |
| Permit             | 194     | 72,525.90 |
| UNIT TOTAL:        | 195     | 72,540.90 |

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

| Record Type: Permit          | Records | Revenue   |
|------------------------------|---------|-----------|
| Air Conditioning Replacement | 2       | 220.00    |
| Building                     | 41      | 34,368.00 |
| Commercial Sign              | 1       | 130.00    |
| Deck                         | 4       | 520.00    |
| Electrical                   | 49      | 8,638.00  |
| Furnace Replacement          | 2       | 220.00    |
| Mechanical                   | 56      | 23,751.90 |
| Plumbing                     | 19      | 2,873.00  |
| Residential Roofing          | 12      | 1,080.00  |
| Storm Drain                  | 7       | 595.00    |
| Swimming Pool                | 1       | 130.00    |
| TOTAL:                       | 194     | 72,525.90 |



Michelle LaJoye-Young  
**SHERIFF**

Bryan Muir  
**UNDERSHERIFF**

## **September 2024 Gaines Township Report**

### COMPLETED

- Cited zoning violation 6800 blk Madison Avenue.
- Personal injury accident 68th/Division.
- Changed elderly civilian's tire Division/M-6.
- Personal injury accident where driver was pinned in with severe leg injuries. Toddler in back seat with no injuries. Occurred 68th/Hanna Lake.
- Everetts Landscaping Coffee Tent
- Spoke with landlords on Belfast about tenants who were involved/arrested for R&C stolen vehicle. Multiple neighbor complaints. Landlords advised they would not renew lease and residents would be out in 3 months.
- Gaines Chamber of Commerce Luncheon.
- Security Training Dutton Christian clerks
- Met with managers of apartment complex's and mobile home parks
- Moved speed trailer to 6700 block of Leisure Creek, and 500 block of 79th.
- VIN inspection for fire vehicles.
- Assist resident with CPL questions.
- Investigated suspicious vehicle at Pine Rest.
- Neighbor complaint on Happy Trails.
- Toured and met staff at South Christian and Dutton Christian schools.
- Speeding complaint on 68th Street's school zones. Enforced school zones.
- Assist Cutlerville CRC with security questions.
- South Christian HS harassing complaint.
- 2911 84th Street zoning violation.
- Motorist assist 68th/Division.
- Traffic hazard with students jumping in traffic while waiting for school bus.
- Parking complaint on Sunnybrook.
- Rollover accident Kalamazoo/92nd.
- Patrol East Kentwood HS for school threat.
- 6025 Campus Park Dr SE owner contacted about shooting incident. Occupants being evicted.
- 6027 Campus Park Dr NE is moving out due to shooting incident.



## UPCOMING

- Continued sex offender home visits
- Legacy Christian Schools Traffic Enforcement
- Dutton Mill Village Meeting
- Southwood Village Meeting
- Gaines Township Heritage Festival
- Trunk or Treat Events
- Leisure Creek Meeting
- Attend township board meeting
- Continue assisting planning with 9515 Hanna Lake Ave SE
- Continued traffic monitoring and education with traffic complaint in and around neighborhoods.
- Drug/prostitution complaints in Southwood Village and on Coleman St SE.



Incidents by Category and Month

Jan 01, 2023 12:00 AM to Oct 10, 2024 10:31 AM

| Incident Type Category                                  | 2024 |     |     |     |     |     |     |     |     |     | 2024                  |                                | 2023                   |                                 | YTD % Change |
|---------------------------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------|--------------------------------|------------------------|---------------------------------|--------------|
|                                                         | Jan  | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Grand Total - Current | % of Total Incidents - Current | Grand Total - Previous | % of Total Incidents - Previous |              |
| 1 - Fire                                                | 6    | 9   | 5   | 9   | 7   | 12  | 12  | 5   | 10  | 1   | 76                    | 4.00%                          | 59                     | 3.00%                           | 28.81%       |
| 2 - Overpressure Rupture, Explosion, Overheat (No Fire) | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0                     | 0.00%                          | 3                      | 0.00%                           | -100.00%     |
| 3 - Rescue & Emergency Medical Service Incident         | 155  | 129 | 105 | 134 | 129 | 128 | 131 | 137 | 139 | 35  | 1,222                 | 70.00%                         | 1,261                  | 71.00%                          | -3.09%       |
| 4 - Hazardous Condition (No Fire)                       | 9    | 1   | 4   | 5   | 3   | 7   | 5   | 6   | 7   | 0   | 47                    | 3.00%                          | 41                     | 2.00%                           | 14.63%       |
| 5 - Service Call                                        | 3    | 2   | 2   | 7   | 4   | 4   | 4   | 4   | 5   | 2   | 37                    | 2.00%                          | 32                     | 2.00%                           | 15.63%       |
| 6 - Good Intent Call                                    | 27   | 18  | 17  | 18  | 16  | 22  | 12  | 21  | 9   | 5   | 165                   | 9.00%                          | 185                    | 10.00%                          | -10.81%      |
| 7 - False Alarm & False Call                            | 16   | 21  | 17  | 21  | 13  | 20  | 20  | 13  | 20  | 6   | 167                   | 10.00%                         | 170                    | 10.00%                          | -1.76%       |
| 8 - Severe Weather & Natural Disaster                   | 0    | 0   | 1   | 1   | 0   | 4   | 0   | 0   | 0   | 0   | 6                     | 0.00%                          | 1                      | 0.00%                           | 500.00%      |
| 9 - Special Incident Type                               | 0    | 2   | 2   | 4   | 1   | 5   | 4   | 4   | 4   | 0   | 26                    | 1.00%                          | 30                     | 2.00%                           | -13.33%      |
| Grand Total                                             | 216  | 182 | 153 | 199 | 173 | 202 | 188 | 190 | 194 | 49  | 1,746                 | 100.00%                        | 1,782                  | 100.00%                         | -2.02%       |

Incidents by Category and Month

Jan 01, 2023 12:00 AM to Oct 10, 2024 10:32 AM



| Incident Type Category                                  | 2024 |     |     |     |     |     |     |     |     |     | 2024                  |                                | 2023                   |                                 | YTD % Change      |
|---------------------------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------|--------------------------------|------------------------|---------------------------------|-------------------|
|                                                         | Jan  | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Grand Total - Current | % of Total Incidents - Current | Grand Total - Previous | % of Total Incidents - Previous |                   |
| 1 - Fire                                                | 5    | 7   | 4   | 1   | 3   | 3   | 7   | 4   | 8   | 1   | 43                    | 6.00%                          | 31                     | 5.00%                           | 38.71%            |
| 2 - Overpressure Rupture, Explosion, Overheat (No Fire) | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0                     | 0.00%                          | 1                      | 0.00%                           | -100.00%          |
| 3 - Rescue & Emergency Medical Service Incident         | 63   | 43  | 45  | 55  | 52  | 63  | 58  | 56  | 59  | 9   | 503                   | 65.00%                         | 412                    | 63.00%                          | 22.09%            |
| 4 - Hazardous Condition (No Fire)                       | 7    | 2   | 3   | 2   | 1   | 3   | 3   | 1   | 3   | 1   | 26                    | 3.00%                          | 19                     | 3.00%                           | 36.84%            |
| 5 - Service Call                                        | 5    | 3   | 1   | 2   | 5   | 1   | 4   | 3   | 1   | 2   | 27                    | 4.00%                          | 27                     | 4.00%                           | 0.00%             |
| 6 - Good Intent Call                                    | 6    | 12  | 10  | 14  | 10  | 9   | 8   | 8   | 14  | 6   | 97                    | 13.00%                         | 82                     | 13.00%                          | 18.29%            |
| 7 - False Alarm & False Call                            | 13   | 5   | 6   | 4   | 7   | 4   | 6   | 11  | 10  | 4   | 70                    | 9.00%                          | 77                     | 12.00%                          | -9.09%            |
| 8 - Severe Weather & Natural Disaster                   | 0    | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 1                     | 0.00%                          | 0                      | 0.00%                           | -11111111100.00%  |
| 9 - Special Incident Type                               | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 1                     | 0.00%                          | 0                      | 0.00%                           | -111111111100.00% |
| Grand Total                                             | 99   | 72  | 69  | 79  | 78  | 83  | 86  | 83  | 96  | 23  | 768                   | 100.00%                        | 649                    | 100.00%                         | 18.34%            |



# 2023 Q3 STATS

**Total calls: 2255**

**Traffic stops: 646**

**Avg. units per call: 1.74**

**Avg. response times:**

**Priority 1 - 9 min 46 sec**

**Priority 2 - 8 min 56 sec**

**All calls - 19 min 17 sec**

**Top crimes:**

**1. Fraud - 66**

**2. Larceny - 63**

**3. Domestic - 44**

**Top responding units:**

**1. 4313 - 551**

**2. 4211 - 518**

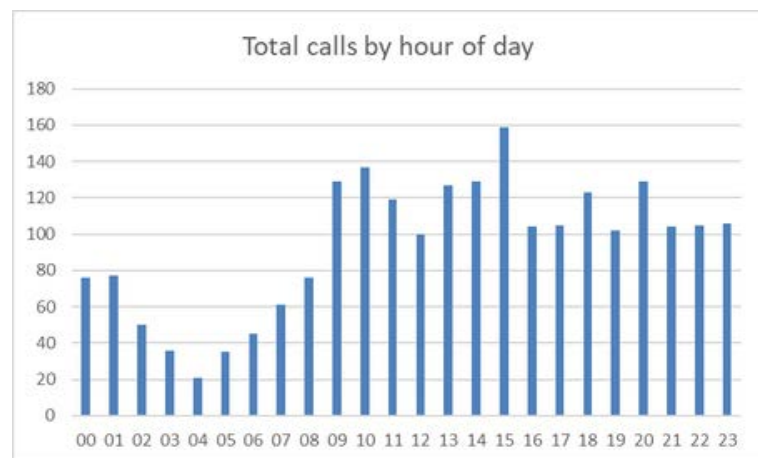
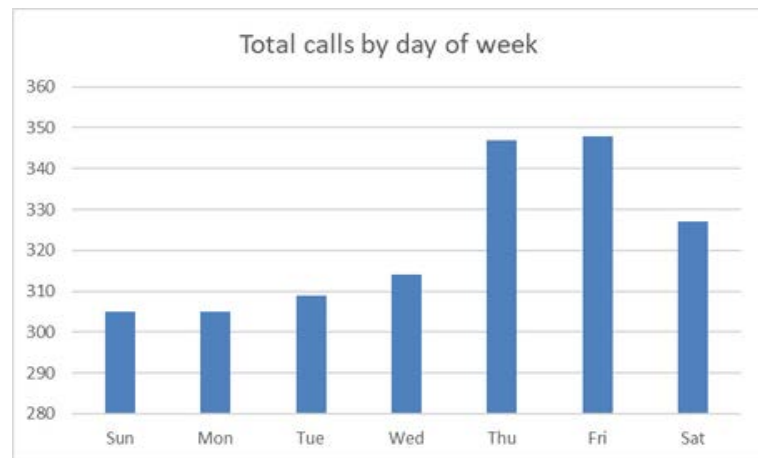
**3. 4113 - 433**

**Top call addresses:**

**1. 300 68th St. - 71**

**2. 1801 Marketplace Dr. - 45**

**3. 6230 Kalamazoo Ave. - 42**







# 2024 Q3 STATS

**Total calls: 2265**

**Traffic stops: 794**

**Avg. units per call: 1.76**

**Avg. response times:**

**Priority 1 - 12 min 15 sec**

**Priority 2 - 7 min 6 sec**

**All calls - 17 min 29 sec**

**Top crimes:**

**1. Fraud - 57**

**2. Domestic - 47**

**3. Traffic crime - 47**

**Top responding units:**

**1. 4509 - 600**

**2. 4313 - 526**

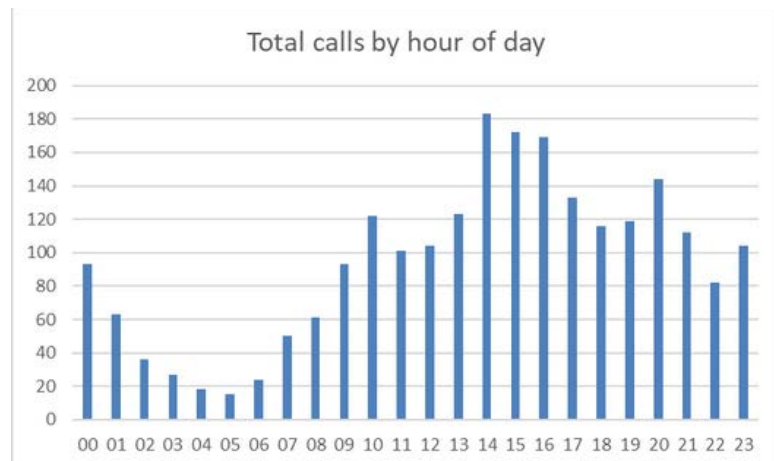
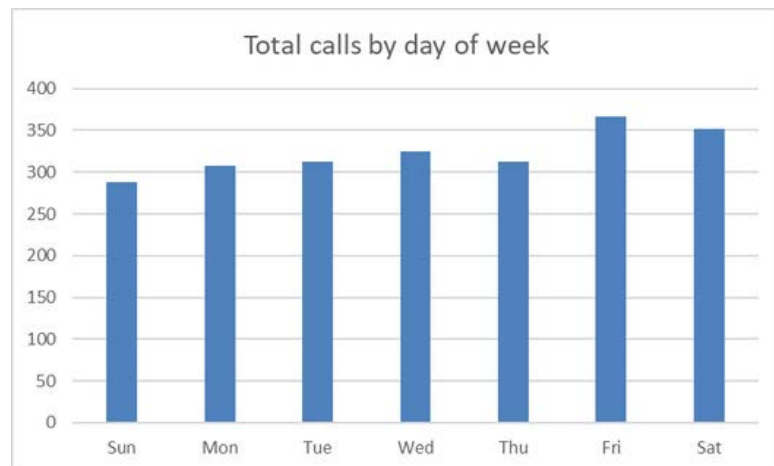
**3. 4211 - 483**

**Top call addresses:**

**1. 300 68th St. - 65**

**2. 6230 Kalamazoo Ave. - 33**

**3. 1801 Marketplace Dr. - 31**





## MEMO

Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: Cidermill

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### SUMMARY OF TOPIC:

Staff members have been contacted multiple times by a resident regarding SURF Internet.

Following this memo there are multiple pictures supplied to the Township by the resident:

FROM RESIDENT: I'd like these pictures and my comments shared with the board at your next meeting.

The following comments were submitted to be brought to the Board:

- Three holes have been dug in our lawn so far.
- 26 flags in our lawn. (Try mowing around all that)
- No public hearing on the decision to do this from the taxpayers like us. It's very invasive to our properties.
- We're disappointed how the Gaines Township Board has handled this with no public hearing voice from the taxpayers. I'd like these pictures and my comments shared with the board at your next meeting.











**MINUTES OF GAINES CHARTER TOWNSHIP BOARD  
FOR THE REGULAR 7:00 PM MEETING  
September 09, 2024**

Present: Supervisor DeWard, Clerk Brew, Treasurer Lemke, Trustees Fryling, Terpstra, Vander Stel Staff: Manager Weersing

Absent with notice: Trustee Haagsma

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

1. The meeting was called to order at 7:06 p.m. by Board Member DeWard.

**2. Question of Conflict of Interest**

None

**3. Review of the Consent Agenda.**

None

**4. Meeting Agenda**

Add Fire Marshall Vehicle to the agenda

Add Fraud Protection to the agenda

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

VOICE VOTE: 6 Aye. 0 Nay. Motion carried on voice vote.

**5. Communications ~ Non-action Informational Items**

- a) **August 2024 Building Department Revenue Report**
- b) **August 2024 Dutton Fire Run Report**
- c) **August 2024 Cutlerville Fire Run Report**
- d) **August 2024 Community Policing Officer's Report**

**6. Scheduled Speakers**

None.

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

None.

**8. Public Hearings**

Public Safety Special Assessment District rate

Motion by Board Member Terpstra and seconded by Board Member Lemke to open the Public Safety Special Assessment District public hearing.

VOICE VOTE: 6 Aye. 0 Nay. Motion carried by voice vote.

No one spoke

Motion by Board Member Terpstra and seconded by Board Member Vander Stel to close the Public Safety Special Assessment District public hearing.

VOICE VOTE: 6 Aye. 0 Nay. Motion carried by voice vote.

## **9. Approval of the Consent Agenda**

Motion by Board Member Vander Stel and seconded by Board Member Terpstra to approve the Consent agenda including the August 12, 2024 Township Board meeting minutes; General fund expenditures from 08/01/2024 through 08/31/2024 totaling \$330,072.49; Public Safety Special Assessment District expenditures totaling \$266,994.15; Building inspections totaling \$16,800.71; Water and sewer fund expenditures \$877,661.17; and Treasurer's report for August 2024.

ROLL CALL VOTE: Board Member Vander Stel - yes, Board Member Terpstra - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes, Board Member Lemke yes. Motion carried by roll call vote.

## **10. New Business**

### **A. Special Events Liquor License Request – Grace and Truth, No More Sidelines**

Motion by Board Member Terpstra and seconded by Board Member Lemke to approve the special events liquor license request.

ROLL CALL VOTE: Board Member Terpstra - yes, Board Member Lemke - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes, Board Member Vander Stel - yes. Motion carried by roll call vote.

### **B. Alexander Trails Phase I Plat**

Motion by Board Member Lemke and seconded by Board Member Terpstra to approve Alexander Trails Phase I Plat including the four staff conditions.

ROLL CALL VOTE: Board Member Lemke - yes, Board Member Terpstra - yes, Board Member DeWard - yes, Board Member Brew - yes, Board Member Vander Stel - yes, Board Member Fryling - no. Motion carried by roll call vote.

### **C. Alexander Trails Phase II Plat**

Motion by Board Member Lemke and seconded by Board Member Terpstra to approve Alexander Trails Phase II Plat with five conditions outlined.

ROLL CALL VOTE: Board Member Lemke - yes, Board Member Terpstra - yes, Board Member Brew - yes, Board Member Vander Stel - yes, Board Member Fryling - no, Board Member DeWard - yes. Motion carried by roll call vote.

### **D. Dutton Center Planned Unit Development – 1<sup>st</sup> Read**

Motion by Board Member Terpstra and seconded by Board Member Lemke to set a public hearing for Dutton Center Planned Unit Development on October 14, 2024.

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

### **E. Dutton Mill Village Major Amendment – Marathon Gas 1<sup>st</sup> Read**

Motion by Board Member Vander Stel and seconded by Board Member Terpstra to set a public hearing for Dutton Mill Village Major Amendment – Marathon Gas on October 14, 2024.

ROLL CALL VOTE: Board Member Vander Stel - yes, Board Member Terpstra - yes, Board Member Lemke - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes. Motion carried by roll call vote.

### **F. Adopt Millage Rate**

Motion by Board Member Lemke and seconded by Board Member Terpstra to adopt the 2024 operating millage rate at .8048 mils.

ROLL CALL VOTE: Board Member Lemke - yes, Board Member Terpstra - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes, Board Member Vander Stel - yes. Motion carried by roll call vote.

### **G. Adopt Public Safety Special Assessment District Rate for 2024**

Motion by Board Member Lemke and seconded by Board Member Terpstra to set the Public Safety Special Assessment District Rate at 1.25.

ROLL CALL VOTE: Board Member Lemke - yes, Board Member Terpstra - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes, Board Member Vander Stel - yes. Motion carried by roll call vote.

### **H. Water and Sewer 1470 68<sup>th</sup> St SE – Variance Request**

Motion by Board Member Fryling seconded by Board Member Terpstra to grant the Water and Sewer variance request for 1470 68<sup>th</sup> Street Southeast.

ROLL CALL VOTE: Board Member Fryling - yes, Board Member Terpstra - yes, Board Member DeWard - yes, Board Member Brew - yes, Board Member Vander Stel - yes, Board Member Lemke - yes. Motion carried by roll call vote.

#### **I. Appendix D to Water and Sewer Ordinance**

Motion by Board Member Terpstra and seconded by Board Member Vander Stel to approve change to Appendix D Water and Sewer Ordinance.

ROLL CALL VOTE: Board Member Terpstra - yes, Board Member Vander Stel - yes, Board Member DeWard - yes, Board Member Brew - yes, Board Member Lemke - yes, Board Member Fryling - yes. Motion carried by roll call vote.

#### **J. Purchase of Columbarium**

Motion by Board Member Fryling and seconded by Board Member Terpstra to table the purchase of a columbarium for Blain Cemetery pending more information.

VOICE VOTE: 6 Aye. 0 Nay. Motion carried by voice vote.

#### **K. Purchase of Stand on Leaf Blower**

Motion by Board Member Terpstra and seconded by Board Member Lemke to purchase a stand on leaf blower for the cemeteries at a cost of \$10,799.

ROLL CALL VOTE: Board Member Terpstra - yes, Board Member Lemke - yes, Board Member Vander Stel - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes. Motion carried by roll call vote.

#### **L. Purchase Agenda Software**

Motion by Board Member Vander Stel and seconded by Board Member Terpstra to approve the acquisition of agenda software at a cost of \$4000 per year.

ROLL CALL VOTE: Board Member Vander Stel - yes, Board Member Terpstra - yes, Board Member Lemke - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes. Motion carried by roll call vote.

#### **M. Deputy Chief Fire Marshal Vehicle**

Motion by Board Member Terpstra and seconded by Board Member Vander Stel to approve the purchase of a Deputy Chief Fire Marshall vehicle with modifications up to \$20,000.

ROLL CALL VOTE: Board Member Terpstra - yes, Board Member Vander Stel - yes, Board Member Lemke - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Brew - yes. Motion carried by roll call vote.

#### **N. Identity Theft Protection**

Motion by Board Member Brew and seconded by Board Member Vander Stel to provide identity theft protection as an additional benefit at the cost of \$5,000 per year.

ROLL CALL VOTE: Board Member Brew - yes, Board Member Vander Stel - yes, Board Member Fryling - yes, Board Member DeWard - yes, Board Member Terpstra - yes, Board Member Lemke - yes. Motion carried by roll call vote.

#### **11. Public Comments**

Shirley Bruursema spoke of the upcoming heritage festival on October 12, 2024.

Don Hilton spoke about installing a fishing dock on the ponds on township property.

#### **12. Manager's comments**

Cemetery Ordinance will be coming out soon for review.

New community policing officer introduced as Jeff Bylsma.

#### **13. Supervisor's comments.**

County Supervisor's meeting was held to discuss Kent County deer problem. Also discussed the solid waste issues in the county now that the sustainable waste project lost partners.

#### **14. Trustees comments**

None.

#### **15. Adjournment**

Supervisor DeWard adjourned the meeting at 09:02 p.m.

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Michael Alex Brew, Clerk

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Robert DeWard, Supervisor

**MINUTES OF GAINES CHARTER TOWNSHIP BOARD  
FOR THE REGULAR 5:30 PM MEETING  
September 23, 2024**

Present: Supervisor DeWard, Clerk Brew, Treasurer Lemke, Trustees Fryling, Haagsma, Terpstra, Vander Stel  
Staff: Manager Weersing

Absent with notice: None

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

**1.** The meeting was called to order at 5:37 p.m. by Board Member DeWard.

**2. Question of Conflict of Interest**

None

**3. Review of the Consent Agenda.**

None

**4. Meeting Agenda**

Motion by Board Member Terpstra and seconded by Board Member Haagsma to approve the proposed agenda.

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

**5. Communications ~ Non-action Informational Items**

None

**6. Scheduled Speakers**

Introduction of Patrick Quick our new Deputy Chief Fire Marshall.

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

None.

**8. Public Hearings**

None

**9. Approval of the Consent Agenda**

None.

**10. New Business**



**A. Discussion ~ Proposed 2025 Township Budget**

- i. 101 – General Fund
- ii. 205 – Public Safety
- iii. 549 – Building Inspections
- iv. 590 – Sewer
- v. 591 - Water

**11. Public Comments**

Daniel O'Hara running for Justice of the 63<sup>rd</sup> District Court new seat.

**12. Manager's comments**

None.

**13. Supervisor's comments.**

None.

**14. Trustees comments**

None.

**15. Adjournment**

Supervisor DeWard adjourned the meeting at 07:13 p.m.

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Michael Alex Brew, Clerk

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Robert DeWard, Supervisor

10/07/2024

## CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE FROM 09/01/2024 - 09/30/2024

**GENERAL FUND**

| Check Date | Bank  | Check # | Payee                              | Description                                    | Dept    | Amount   |
|------------|-------|---------|------------------------------------|------------------------------------------------|---------|----------|
| 09/05/2024 | GEN 2 | 33928   | 123.NET                            | TELECOMMUNICATIONS                             | 265.000 | 251.50   |
| 09/05/2024 | GEN 2 | 33929   | AMAZON CAPITAL SERVICES            | ,FILE FOLDERS,POST-IT TABS, FLASH CARDS,PENCIL | 261.000 | 168.52   |
| 09/05/2024 | GEN 2 | 33930   | CARLETON EQUIPMENT                 | GATOR MAINTENANCE /DIVISION AVE MAINTENANCE    | 446.000 | 672.01   |
| 09/05/2024 | GEN 2 | 33930   | CARLETON EQUIPMENT                 | DIVISION AVE MAINTENANCE, GATOR                | 446.000 | 1,565.30 |
|            |       |         |                                    | CHECK GEN 2 33930 TOTAL FOR FUND 101:          |         | 2,237.31 |
| 09/05/2024 | GEN 2 | 33931   | CINTAS                             | BLACK MATS (12)                                | 265.000 | 84.11    |
| 09/05/2024 | GEN 2 | 33932#  | CONSUMERS ENERGY                   | 6610 DIVISION AVE S, ELECTRIC /STREET LIGHTS   | 448.000 | 84.00    |
| 09/05/2024 | GEN 2 | 33932   | CONSUMERS ENERGY                   | 6455 DIVISION AVE S STLIGHT                    | 448.000 | 86.92    |
| 09/05/2024 | GEN 2 | 33932   | CONSUMERS ENERGY                   | 6883 DIVISION AVE S STLIGHT                    | 448.000 | 92.28    |
| 09/05/2024 | GEN 2 | 33932   | CONSUMERS ENERGY                   | 1270 68TH ST SE, BLAIN CEMETERY,ELECTRIC       | 567.000 | 31.03    |
| 09/05/2024 | GEN 2 | 33932   | CONSUMERS ENERGY                   | 1270 68TH ST SE,CEMETERY                       | 567.000 | 39.39    |
|            |       |         |                                    | CHECK GEN 2 33932 TOTAL FOR FUND 101:          |         | 333.62   |
| 09/05/2024 | GEN 2 | 33933   | EVERETT'S LANDSCAPE MANAGEMENT INC | TWP HALL- BIKE PATH                            | 751.000 | 245.59   |
| 09/05/2024 | GEN 2 | 33933   | EVERETT'S LANDSCAPE MANAGEMENT INC | TWP HALL, PRAIRIE WOLF PARK                    | 751.000 | 511.68   |
|            |       |         |                                    | CHECK GEN 2 33933 TOTAL FOR FUND 101:          |         | 757.27   |
| 09/05/2024 | GEN 2 | 33937   | GREATAMERICA FINANCIAL SERVICES    | CONTRACTED SERVICES                            | 261.000 | 1,077.62 |

|            |       |        |                             |                                              |         |          |
|------------|-------|--------|-----------------------------|----------------------------------------------|---------|----------|
| 09/05/2024 | GEN 2 | 33939# | MEYERS CLEANING SERVICE INC | CLEANING TWP AND LIBRARY,GLOVES              | 265.000 | 1,220.00 |
| 09/05/2024 | GEN 2 | 33939  | MEYERS CLEANING SERVICE INC | CLEANING TWP AND LIBRARY,GLOVES              | 790.000 | 1,237.00 |
|            |       |        |                             | CHECK GEN 2 33939 TOTAL FOR FUND 101:        |         | 2,457.00 |
| 09/05/2024 | GEN 2 | 33940  | PLUMMERS DISPOSAL SERVICE   | PRAIRIE WOLF PARK                            | 751.000 | 199.00   |
| 09/05/2024 | GEN 2 | 33942# | STAPLES                     | LAPTOP,INTEL CORE, MEMORY,1TB SSD,WINDOWS 1  | 171.000 | 1,249.99 |
| 09/05/2024 | GEN 2 | 33942  | STAPLES                     | LAPTOP,INTEL CORE, MEMORY,1TB SSD,WINDOWS 1  | 171.000 | 1,249.99 |
| 09/05/2024 | GEN 2 | 33942  | STAPLES                     | LAPTOP,INTEL CORE, MEMORY,1TB SSD,WINDOWS 1  | 215.000 | 1,249.99 |
| 09/05/2024 | GEN 2 | 33942  | STAPLES                     | LAPTOP,INTEL CORE, MEMORY,1TB SSD,WINDOWS 1  | 262.000 | 1,249.99 |
|            |       |        |                             | CHECK GEN 2 33942 TOTAL FOR FUND 101:        |         | 4,999.96 |
| 09/13/2024 | GEN 2 | 33943  | ACCIDENT FUND               | WORKER"S COMPENSATION INSURANCE              | 261.000 | 4,640.27 |
| 09/13/2024 | GEN 2 | 33945# | AMAZON CAPITAL SERVICES     | WIRELESS MOUSE                               | 172.000 | 24.99    |
| 09/13/2024 | GEN 2 | 33945  | AMAZON CAPITAL SERVICES     | PAPER PLATES,WHITE ERASERS,PAPER CUPS, TRASH | 261.000 | 222.86   |
| 09/13/2024 | GEN 2 | 33945  | AMAZON CAPITAL SERVICES     | POW FLAG (3)                                 | 265.000 | 89.97    |
| 09/13/2024 | GEN 2 | 33945  | AMAZON CAPITAL SERVICES     | (3) RED LINE FLAGS                           | 265.000 | 77.97    |
|            |       |        |                             | CHECK GEN 2 33945 TOTAL FOR FUND 101:        |         | 415.79   |
| 09/13/2024 | GEN 2 | 33946  | APEX SOFTWARE               | MAINTENANCE RENEWAL                          | 257.000 | 895.00   |
| 09/13/2024 | GEN 2 | 33947# | ARROWASTE INC               | TWP TRASH REMOVAL                            | 265.000 | 169.26   |
| 09/13/2024 | GEN 2 | 33947  | ARROWASTE INC               | BLAIN CEMETERY/TRASH PICK UP                 | 567.000 | 66.92    |
| 09/13/2024 | GEN 2 | 33947  | ARROWASTE INC               | LIBRARY,TRASH REMOVAL                        | 790.000 | 84.96    |
|            |       |        |                             | CHECK GEN 2 33947 TOTAL FOR FUND 101:        |         | 321.14   |
| 09/13/2024 | GEN 2 | 33949  | BLUE CROSS HSA              |                                              | 261.000 | 181.14   |

|            |       |        |                                 |                                              |         |           |
|------------|-------|--------|---------------------------------|----------------------------------------------|---------|-----------|
| 09/13/2024 | GEN 2 | 33951  | BUSINESS SYSTEM SOLUTIONS, INC  | IT SUPPORT,ITS SUPPORT FOR USERS/PC, MICROSO | 261.000 | 4,651.33  |
| 09/13/2024 | GEN 2 | 33953  | CONSUMERS ENERGY                | STREET LIGHTS DUTTON                         | 448.000 | 14,206.37 |
| 09/13/2024 | GEN 2 | 33953  | CONSUMERS ENERGY                | 49511 LED LIGHT RD                           | 448.000 | 3,712.78  |
|            |       |        |                                 | CHECK GEN 2 33953 TOTAL FOR FUND 101:        |         | 17,919.15 |
| 09/13/2024 | GEN 2 | 33954  | DOMINION VOTING                 | 5/24/2024 MAINTENANCE AGREEMENT              | 262.000 | 400.00    |
| 09/13/2024 | GEN 2 | 33956  | GREATAMERICA FINANCIAL SERVICES | CONTRACTED SERVICES                          | 261.000 | 308.64    |
| 09/13/2024 | GEN 2 | 33958  | IDA YOUNG                       | MILEAGE                                      | 215.000 | 66.33     |
| 09/13/2024 | GEN 2 | 33959  | INTERURBAN TRANSIT PARTNERSHIP  | CONTRACT FOR MAY 2024                        | 596.000 | 3,278.64  |
| 09/13/2024 | GEN 2 | 33959  | INTERURBAN TRANSIT PARTNERSHIP  | CONTRACT SERVICE FOR MAY 2024, RUAL GO BUS   | 596.000 | 671.14    |
|            |       |        |                                 | CHECK GEN 2 33959 TOTAL FOR FUND 101:        |         | 3,949.78  |
| 09/13/2024 | GEN 2 | 33960# | JACK'S LAWN & SNOWPLOWING, INC  | TWP, LANDSCAPE CONTRACT                      | 265.000 | 2,053.57  |
| 09/13/2024 | GEN 2 | 33960  | JACK'S LAWN & SNOWPLOWING, INC  | LIBRARY,CONTRACT 2024 BRUSH TRIMMING AND WI  | 790.000 | 666.14    |
|            |       |        |                                 | CHECK GEN 2 33960 TOTAL FOR FUND 101:        |         | 2,719.71  |
| 09/13/2024 | GEN 2 | 33961  | JAMES ZENAS                     | AIRFARE,MEALS,RENTAL CAR                     | 257.000 | 171.68    |
| 09/13/2024 | GEN 2 | 33961  | JAMES ZENAS                     | AIRFARE,MEALS,RENTAL CAR                     | 257.000 | 450.01    |
| 09/13/2024 | GEN 2 | 33961  | JAMES ZENAS                     | AIRFARE,MEALS,RENTAL CAR                     | 257.000 | 120.00    |
|            |       |        |                                 | CHECK GEN 2 33961 TOTAL FOR FUND 101:        |         | 741.69    |
| 09/13/2024 | GEN 2 | 33963  | K.C. DRAIN COMMISSION           | BUCK CREEK EXTENSION                         | 445.000 | 537.75    |
| 09/13/2024 | GEN 2 | 33964  | KENDALL CONCRETE                | EMPLOYEE PATIO REPAIR                        | 265.000 | 3,000.00  |



|            |       |        |                          |                                                  |         |          |
|------------|-------|--------|--------------------------|--------------------------------------------------|---------|----------|
| 09/13/2024 | GEN 2 | 33965  | KENT COUNTY CLERK        | BALLOT PROGRAMMING, THUMB DRIVE, NOTICES         | 262.000 | 6,019.45 |
| 09/13/2024 | GEN 2 | 33967# | KIM TRIPLETT             | MILEAGE, CELLPHONE, WATER                        | 172.000 | 34.22    |
| 09/13/2024 | GEN 2 | 33967  | KIM TRIPLETT             | MILEAGE, CELLPHONE, WATER                        | 172.000 | 25.00    |
| 09/13/2024 | GEN 2 | 33967  | KIM TRIPLETT             | MILEAGE, CELLPHONE, WATER                        | 261.000 | 7.98     |
|            |       |        |                          | CHECK GEN 2 33967 TOTAL FOR FUND 101:            |         | 67.20    |
| 09/13/2024 | GEN 2 | 33969  | LAURIE LEMKE             | MILEAGE                                          | 253.000 | 93.80    |
| 09/13/2024 | GEN 2 | 33971  | MEDMUTUAL LIFE           | HEALTH AND LIFE INSURANCE                        | 261.000 | 470.91   |
| 09/13/2024 | GEN 2 | 33973  | MINER SUPPLY COMPANY     | URINAL SCREEN, MUTIFOLD TWL., BATH TIS /TWP      | 265.000 | 224.73   |
| 09/13/2024 | GEN 2 | 33975  | PIVOT POINT PARTNERS LLC | YEAR 6 LICENSE FEE COVERING 9-1-2024 TO 9-1-2025 | 257.000 | 3,007.25 |
| 09/13/2024 | GEN 2 | 33978  | SIXTEENTH PROJECT LLC    | DRYWALL REPAIR AND FINISHING                     | 265.000 | 4,275.00 |
| 09/13/2024 | GEN 2 | 33979# | T-MOBILE                 | TELECOMMUNICATIONS                               | 171.000 | 21.60    |
| 09/13/2024 | GEN 2 | 33979  | T-MOBILE                 | TELECOMMUNICATIONS                               | 215.000 | 43.20    |
| 09/13/2024 | GEN 2 | 33979  | T-MOBILE                 | TELECOMMUNICATIONS                               | 253.000 | 21.60    |
| 09/13/2024 | GEN 2 | 33979  | T-MOBILE                 | TELECOMMUNICATIONS                               | 257.000 | 38.60    |
| 09/13/2024 | GEN 2 | 33979  | T-MOBILE                 | TELECOMMUNICATIONS                               | 261.000 | 236.30   |
| 09/13/2024 | GEN 2 | 33979  | T-MOBILE                 | TELECOMMUNICATIONS                               | 443.000 | 21.60    |
| 09/13/2024 | GEN 2 | 33979  | T-MOBILE                 | TELECOMMUNICATIONS                               | 701.000 | 43.20    |
|            |       |        |                          | CHECK GEN 2 33979 TOTAL FOR FUND 101:            |         | 426.10   |

|            |       |        |                                     |                                                      |          |
|------------|-------|--------|-------------------------------------|------------------------------------------------------|----------|
| 09/13/2024 | GEN 2 | 33980# | THE SUN AND NEWS                    | DISPLAY : PUB HEARING-MICHAEL MCGRAW,SAD PU 261.000  | 270.00   |
| 09/13/2024 | GEN 2 | 33980  | THE SUN AND NEWS                    | DISPLAY : PUB HEARING-MICHAEL MCGRAW,SAD PU 701.000  | 270.00   |
|            |       |        |                                     | CHECK GEN 2 33980 TOTAL FOR FUND 101:                | 540.00   |
| 09/13/2024 | GEN 2 | 33981  | WEST MICHIGAN DOCUMENT SHREDDING LL | SHREDDING SERVICE 265.000                            | 40.00    |
| 09/20/2024 | GEN 2 | 33984# | AMAZON CAPITAL SERVICES             | COMPUTER MONITOR 215.000                             | 316.79   |
| 09/20/2024 | GEN 2 | 33984  | AMAZON CAPITAL SERVICES             | STRAW/PENCIL DISPENSER, STRAWS, DRUM UNIT RE 261.000 | 24.90    |
|            |       |        |                                     | CHECK GEN 2 33984 TOTAL FOR FUND 101:                | 341.69   |
| 09/20/2024 | GEN 2 | 33986# | BLOOM SLUGGETT                      | LEGAL SERVICES 262.000                               | 946.00   |
| 09/20/2024 | GEN 2 | 33986  | BLOOM SLUGGETT                      | LEGAL SERVICES 701.000                               | 1,445.50 |
|            |       |        |                                     | CHECK GEN 2 33986 TOTAL FOR FUND 101:                | 2,391.50 |
| 09/20/2024 | GEN 2 | 33987  | BUSINESS SYSTEM SOLUTIONS, INC      | CONTRACT SERVICE 172.000                             | 39.75    |
| 09/20/2024 | GEN 2 | 33989# | DELTA DENTAL                        | HEALTH AND LIFE INSURANCE 171.000                    | 97.92    |
| 09/20/2024 | GEN 2 | 33989  | DELTA DENTAL                        | HEALTH AND LIFE INSURANCE 172.000                    | 159.29   |
| 09/20/2024 | GEN 2 | 33989  | DELTA DENTAL                        | HEALTH AND LIFE INSURANCE 215.000                    | 277.42   |
| 09/20/2024 | GEN 2 | 33989  | DELTA DENTAL                        | HEALTH AND LIFE INSURANCE 253.000                    | 41.15    |
| 09/20/2024 | GEN 2 | 33989  | DELTA DENTAL                        | HEALTH AND LIFE INSURANCE 257.000                    | 216.06   |
| 09/20/2024 | GEN 2 | 33989  | DELTA DENTAL                        | HEALTH AND LIFE INSURANCE 443.000                    | 41.15    |
| 09/20/2024 | GEN 2 | 33989  | DELTA DENTAL                        | HEALTH AND LIFE INSURANCE 701.000                    | 138.71   |
|            |       |        |                                     | CHECK GEN 2 33989 TOTAL FOR FUND 101:                | 971.70   |
| 09/20/2024 | GEN 2 | 33990# | DJ'S LANDSCAPE MANAGEMENT           | GAINES TWP/SEPT.,2024, CONTRACT 265.000              | 2,228.78 |
| 09/20/2024 | GEN 2 | 33990  | DJ'S LANDSCAPE MANAGEMENT           | 421 68TH ST./LIBRARY /SEPT .,2024 790.000            | 187.00   |
|            |       |        |                                     | CHECK GEN 2 33990 TOTAL FOR FUND 101:                | 2,415.78 |
| 09/20/2024 | GEN 2 | 33991  | FIRST UNUM LIFE INSURANCE COMPANY   | SHORT AND LONG TERM DISABILITY INSURANCE 261.000     | 1,468.64 |

|            |       |         |                                |                                               |         |           |
|------------|-------|---------|--------------------------------|-----------------------------------------------|---------|-----------|
| 09/20/2024 | GEN 2 | 33992   | INTERURBAN TRANSIT PARTNERSHIP | CONTRACT SERVICE,49.20 RUAL LINEHAUL SERVICE  | 596.000 | 3,028.96  |
| 09/20/2024 | GEN 2 | 33992   | INTERURBAN TRANSIT PARTNERSHIP | CONTRACT/SEPT.,2024                           | 596.000 | 620.56    |
|            |       |         |                                | CHECK GEN 2 33992 TOTAL FOR FUND 101:         |         | 3,649.52  |
| 09/20/2024 | GEN 2 | 33993   | KENT COUNTY TREASURER          | REIMBURSE KENT COUNTY FOR TAXES PER JULY 2024 | 261.000 | 249.15    |
| 09/20/2024 | GEN 2 | 33994#  | LAMPHEAR SERVICE COMPANY INC   | GAINES TWP OFFICES                            | 265.000 | 399.50    |
| 09/20/2024 | GEN 2 | 33994   | LAMPHEAR SERVICE COMPANY INC   | ANNUAL MAINTENCE, INSPECTIONS,AND FILTER CH   | 790.000 | 460.00    |
|            |       |         |                                | CHECK GEN 2 33994 TOTAL FOR FUND 101:         |         | 859.50    |
| 09/20/2024 | GEN 2 | 34000   | STAR 2 STAR COMMUNICATIONS     | TELECOMMUNICATIONS                            | 265.000 | 888.06    |
| 09/20/2024 | GEN 2 | 34002   | WOODLAND EQUIPMENT             | BLOWER FOR CEMETERY                           | 567.000 | 10,799.00 |
| 09/26/2024 | GEN 2 | 114(E)# | BLUE CROSS HSA                 | WEST MICHIGAN POOL HEALTH INSURANCE           | 171.000 | 232.85    |
| 09/26/2024 | GEN 2 | 114(E)  | BLUE CROSS HSA                 | WEST MICHIGAN POOL HEALTH INSURANCE           | 172.000 | 232.86    |
| 09/26/2024 | GEN 2 | 114(E)  | BLUE CROSS HSA                 | WEST MICHIGAN POOL HEALTH INSURANCE           | 215.000 | 1,548.50  |
| 09/26/2024 | GEN 2 | 114(E)  | BLUE CROSS HSA                 | WEST MICHIGAN POOL HEALTH INSURANCE           | 253.000 | 523.93    |
| 09/26/2024 | GEN 2 | 114(E)  | BLUE CROSS HSA                 | WEST MICHIGAN POOL HEALTH INSURANCE           | 257.000 | 3,260.00  |
| 09/26/2024 | GEN 2 | 114(E)  | BLUE CROSS HSA                 | WEST MICHIGAN POOL HEALTH INSURANCE           | 443.000 | 669.48    |
| 09/26/2024 | GEN 2 | 114(E)  | BLUE CROSS HSA                 | WEST MICHIGAN POOL HEALTH INSURANCE           | 701.000 | 1,630.00  |
|            |       |         |                                | CHECK GEN 2 114(E) TOTAL FOR FUND 101:        |         | 8,097.62  |
| 09/27/2024 | GEN 2 | 34004   | CHARTER COMMUNICATIONS         | TELECOMMUNICATIONS                            | 265.000 | 264.95    |
| 09/27/2024 | GEN 2 | 34005   | CLARK HILL                     | LEGAL SERVICE /RENDERED AND COST THROUGH AI   | 257.000 | 82.50     |

|            |       |        |                                 |                                                |         |            |
|------------|-------|--------|---------------------------------|------------------------------------------------|---------|------------|
| 09/27/2024 | GEN 2 | 34006# | CONSUMERS ENERGY                | TWP OFFICE /ELECTRIC                           | 265.000 | 6,236.41   |
| 09/27/2024 | GEN 2 | 34006  | CONSUMERS ENERGY                | 8397 KALAMAZOO SE ST LT /TRAFFIC CIRCLE        | 448.000 | 94.49      |
| 09/27/2024 | GEN 2 | 34006  | CONSUMERS ENERGY                | 7261 DIVISION AVE. S STLIGHT                   | 448.000 | 95.53      |
| 09/27/2024 | GEN 2 | 34006  | CONSUMERS ENERGY                | DUTTON CEMETERY/ELECTRIC                       | 567.000 | 28.92      |
| 09/27/2024 | GEN 2 | 34006  | CONSUMERS ENERGY                | 421 68TH ST, ELECTRIC/ LIBRARY                 | 790.000 | 1,261.18   |
|            |       |        |                                 | CHECK GEN 2 34006 TOTAL FOR FUND 101:          |         | 7,716.53   |
|            |       |        |                                 |                                                |         |            |
| 09/27/2024 | GEN 2 | 34007# | DTE ENERGY                      | TWP, NATURAL GAS                               | 265.000 | 533.88     |
| 09/27/2024 | GEN 2 | 34007  | DTE ENERGY                      | LIBRARY,NATURAL GAS                            | 790.000 | 43.13      |
|            |       |        |                                 | CHECK GEN 2 34007 TOTAL FOR FUND 101:          |         | 577.01     |
|            |       |        |                                 |                                                |         |            |
| 09/27/2024 | GEN 2 | 34008  | ELECTION SOURCE                 | TEST DECK CHART AND MARK,FIRST BALLOT STYLE, C | 262.000 | 805.00     |
|            |       |        |                                 |                                                |         |            |
| 09/27/2024 | GEN 2 | 34009  | GORDON WATER                    | 7, 5 GAL WATER DELIVERY,H/C COOLER RENT        | 265.000 | 61.44      |
|            |       |        |                                 |                                                |         |            |
| 09/27/2024 | GEN 2 | 34010  | GREATAMERICA FINANCIAL SERVICES | CONTRACTED SERVICES FOR COPIER                 | 261.000 | 265.00     |
|            |       |        |                                 |                                                |         |            |
| 09/27/2024 | GEN 2 | 34011  | HORIZON COMMUNITY PLANNING LLC  | DRAFT AND STEERING, TASK 2-3                   | 701.000 | 1,820.00   |
|            |       |        |                                 |                                                |         |            |
| 09/27/2024 | GEN 2 | 34013  | MICHAEL BREW                    | MILEAGE                                        | 215.000 | 98.49      |
|            |       |        |                                 |                                                |         |            |
| 09/27/2024 | GEN 2 | 34014  | PLUMMERS DISPOSAL SERVICE       | PT WHEELCHAIR A/UNIT                           | 751.000 | 199.00     |
|            |       |        |                                 | Total for fund 101 GENERAL FUND                |         | 112,539.90 |

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

10/07/2024

## CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE FROM 09/01/2024 - 09/30/2024

**PUBLIC SAFETY**

| Check Date | Bank  | Check # | Payee                      | Description                                     | Dept    | Amount    |
|------------|-------|---------|----------------------------|-------------------------------------------------|---------|-----------|
| 09/05/2024 | GEN 2 | 33932   | CONSUMERS ENERGY           | 11 68TH ST SW,CFD,                              | 336.001 | 1,181.67  |
| 09/05/2024 | GEN 2 | 33934#  | FNBO                       | DFD, UPS STORE,FUEL, OIL,CDF, ADDITIONAL LICEN: | 336.001 | 16.53     |
| 09/05/2024 | GEN 2 | 33934   | FNBO                       | DFD, UPS STORE,FUEL, OIL,CDF, ADDITIONAL LICEN: | 336.001 | 12.67     |
| 09/05/2024 | GEN 2 | 33934   | FNBO                       | DFD, UPS STORE,FUEL, OIL,CDF, ADDITIONAL LICEN: | 336.002 | 5.57      |
| 09/05/2024 | GEN 2 | 33934   | FNBO                       | DFD, UPS STORE,FUEL, OIL,CDF, ADDITIONAL LICEN: | 336.002 | 26.49     |
|            |       |         |                            | CHECK GEN 2 33934 TOTAL FOR FUND 205:           |         | 61.26     |
| 09/05/2024 | GEN 2 | 33935   | FNBO                       | CFD, REFUND, WASHER FLUID ,ASHESIVE REMOVER,    | 336.001 | (10.21)   |
| 09/05/2024 | GEN 2 | 33935   | FNBO                       | CFD, REFUND, WASHER FLUID ,ASHESIVE REMOVER,    | 336.001 | 25.03     |
| 09/05/2024 | GEN 2 | 33935   | FNBO                       | CFD, REFUND, WASHER FLUID ,ASHESIVE REMOVER,    | 336.001 | 138.93    |
| 09/05/2024 | GEN 2 | 33935   | FNBO                       | CFD, REFUND, WASHER FLUID ,ASHESIVE REMOVER,    | 336.001 | 25.00     |
|            |       |         |                            | CHECK GEN 2 33935 TOTAL FOR FUND 205:           |         | 178.75    |
| 09/05/2024 | GEN 2 | 33936   | GAINES TOWNSHIP SEWER FUND | DFD , WATER AND SEWER                           | 336.002 | 162.06    |
| 09/05/2024 | GEN 2 | 33938#  | MCDONALD PLUMBING INC      | 11 68TH ST ,CFD                                 | 336.001 | 281.00    |
| 09/05/2024 | GEN 2 | 33938   | MCDONALD PLUMBING INC      | DFD,3471 68TH ST                                | 336.002 | 119.00    |
|            |       |         |                            | CHECK GEN 2 33938 TOTAL FOR FUND 205:           |         | 400.00    |
| 09/13/2024 | GEN 2 | 33943#  | ACCIDENT FUND              | WORKER"S COMPENSATION INSURANCE                 | 336.001 | 8,313.84  |
| 09/13/2024 | GEN 2 | 33943   | ACCIDENT FUND              | WORKER"S COMPENSATION INSURANCE                 | 336.002 | 6,380.39  |
|            |       |         |                            | CHECK GEN 2 33943 TOTAL FOR FUND 205:           |         | 14,694.23 |



|            |       |        |                                |                                               |         |           |
|------------|-------|--------|--------------------------------|-----------------------------------------------|---------|-----------|
| 09/13/2024 | GEN 2 | 33944  | ALL STAR PRINTING COMPANY      | 14 WHITE TEES FOR CFD                         | 336.001 | 175.00    |
| 09/13/2024 | GEN 2 | 33945# | AMAZON CAPITAL SERVICES        | TRASH BAGS,TOILET TABLETS,CW SOAP, AIR FRESHE | 336.001 | 246.97    |
| 09/13/2024 | GEN 2 | 33945  | AMAZON CAPITAL SERVICES        | CFD, WATER PUMP                               | 336.001 | 64.99     |
| 09/13/2024 | GEN 2 | 33945  | AMAZON CAPITAL SERVICES        | CFD,HOSE REEL SWIVEL,HOSE,                    | 336.001 | 68.93     |
| 09/13/2024 | GEN 2 | 33945  | AMAZON CAPITAL SERVICES        | DFD, PAPER TOWELS,DISHWASHER SOAP PODS,CAF    | 336.002 | 123.75    |
| 09/13/2024 | GEN 2 | 33945  | AMAZON CAPITAL SERVICES        | CIGARETTE LIGHTER SOCKET,MULTI SURFACE CLEAN  | 336.002 | 23.76     |
| 09/13/2024 | GEN 2 | 33945  | AMAZON CAPITAL SERVICES        | CIGARETTE LIGHTER SOCKET,MULTI SURFACE CLEAN  | 336.002 | 16.08     |
| 09/13/2024 | GEN 2 | 33945  | AMAZON CAPITAL SERVICES        | DFD, LAPTOP CAR CHARGER                       | 336.002 | 49.99     |
|            |       |        |                                | CHECK GEN 2 33945 TOTAL FOR FUND 205:         |         | 594.47    |
| 09/13/2024 | GEN 2 | 33947# | ARROWASTE INC                  | CFD,TRASH REMOVAL                             | 336.001 | 128.79    |
| 09/13/2024 | GEN 2 | 33947  | ARROWASTE INC                  | DFD,TRASH REMOVAL                             | 336.002 | 56.64     |
|            |       |        |                                | CHECK GEN 2 33947 TOTAL FOR FUND 205:         |         | 185.43    |
| 09/13/2024 | GEN 2 | 33948  | BERGER                         | 2024 TAHOE, DFD/BUILDING AND MECHANICAL INSU  | 336.002 | 27,368.00 |
| 09/13/2024 | GEN 2 | 33950  | BOUND TREE MEDICAL LLC         | DFD, FINGER PULSE OXIMETER, GLOVES,           | 336.002 | 274.95    |
| 09/13/2024 | GEN 2 | 33951# | BUSINESS SYSTEM SOLUTIONS, INC | IT SUPPORT,ITS SUPPORT FOR USERS/PC, MICROSO  | 336.001 | 1,109.93  |
| 09/13/2024 | GEN 2 | 33951  | BUSINESS SYSTEM SOLUTIONS, INC | IT SUPPORT,ITS SUPPORT FOR USERS/PC, MICROSO  | 336.002 | 485.08    |
|            |       |        |                                | CHECK GEN 2 33951 TOTAL FOR FUND 205:         |         | 1,595.01  |
| 09/13/2024 | GEN 2 | 33952# | COMCAST                        | CFD,TELECOMMUNICATIONS                        | 336.001 | 323.78    |
| 09/13/2024 | GEN 2 | 33952  | COMCAST                        | DFD, TELECOMMUNICATIONS                       | 336.002 | 244.96    |
|            |       |        |                                | CHECK GEN 2 33952 TOTAL FOR FUND 205:         |         | 568.74    |
| 09/13/2024 | GEN 2 | 33955  | GORDON WATER                   | COOLER RENT                                   | 336.002 | 10.79     |

|            |       |        |                                |                                              |         |          |
|------------|-------|--------|--------------------------------|----------------------------------------------|---------|----------|
| 09/13/2024 | GEN 2 | 33957  | HALT FIRE, INC                 | ENGINE LIGHT                                 | 336.001 | 1,093.75 |
| 09/13/2024 | GEN 2 | 33962  | JX TRUCK CENTER                | VEHICLE MAINTENANCE.CFD                      | 336.001 | 2,694.65 |
| 09/13/2024 | GEN 2 | 33966  | KENT COUNTY FIRE CHIEFS' ASSOC | CFD, 4 2024/25 SOUTH KENT FIRE ACADEMY       | 336.001 | 5,200.00 |
| 09/13/2024 | GEN 2 | 33968# | KLEYN MOBILE REPAIR LLC        | BROKEN BOLT/SPRINKLER SOLENOID AND VALVE,CF  | 336.001 | 556.73   |
| 09/13/2024 | GEN 2 | 33968  | KLEYN MOBILE REPAIR LLC        | DFD, ENGINE 69 - GENERAL MAINTENANCE         | 336.002 | 454.90   |
| 09/13/2024 | GEN 2 | 33968  | KLEYN MOBILE REPAIR LLC        | ENGINE 69 - ANNUAL MAINTENANCE               | 336.002 | 4,211.42 |
|            |       |        |                                | CHECK GEN 2 33968 TOTAL FOR FUND 205:        |         | 5,223.05 |
| 09/13/2024 | GEN 2 | 33970# | MACQUEEN EMERGENCY             | WASHING MACHINE FOR CFD                      | 336.001 | 6,277.65 |
| 09/13/2024 | GEN 2 | 33970  | MACQUEEN EMERGENCY             | GOLD BADGES,GOLD PLATE, FOR DFD              | 336.002 | 51.41    |
| 09/13/2024 | GEN 2 | 33970  | MACQUEEN EMERGENCY             | BADGES AND ENAMEL, CENTER SEAL,NAME BAR /DFI | 336.002 | 33.41    |
|            |       |        |                                | CHECK GEN 2 33970 TOTAL FOR FUND 205:        |         | 6,362.47 |
| 09/13/2024 | GEN 2 | 33972  | MENARDS- WYOMING               | DFD, WEED AND GRASS CONC.,SCOOP,SPRAY PAINI  | 336.002 | 20.64    |
| 09/13/2024 | GEN 2 | 33972  | MENARDS- WYOMING               | DFD, WEED AND GRASS CONC.,SCOOP,SPRAY PAINI  | 336.002 | 55.96    |
| 09/13/2024 | GEN 2 | 33972  | MENARDS- WYOMING               | DFD, WEED AND GRASS CONC.,SCOOP,SPRAY PAINI  | 336.002 | 79.99    |
|            |       |        |                                | CHECK GEN 2 33972 TOTAL FOR FUND 205:        |         | 156.59   |
| 09/13/2024 | GEN 2 | 33974  | PENN CARE, INC                 | BANDAGES, GAUZE, LANCETS,FOR DFD             | 336.002 | 68.72    |
| 09/13/2024 | GEN 2 | 33976  | PLUMMERS ENVIRONMENTAL SER INC | CLEAN TRENCHES                               | 336.001 | 721.10   |
| 09/13/2024 | GEN 2 | 33977  | PURITY CYLINDER GASES INC      | MEDICAL PORTABLE, MAINTENANCE FEE            | 336.001 | 15.73    |

|            |       |        |                                |                                              |         |          |
|------------|-------|--------|--------------------------------|----------------------------------------------|---------|----------|
| 09/13/2024 | GEN 2 | 33979# | T-MOBILE                       | TELECOMMUNICATIONS                           | 336.001 | 621.87   |
| 09/13/2024 | GEN 2 | 33979  | T-MOBILE                       | TELECOMMUNICATIONS                           | 336.002 | 212.79   |
|            |       |        |                                | CHECK GEN 2 33979 TOTAL FOR FUND 205:        |         | 834.66   |
| 09/13/2024 | GEN 2 | 33982  | WEX BANK                       | FUEL /CFD                                    | 336.001 | 1,200.89 |
| 09/13/2024 | GEN 2 | 33983  | WITMER PUBLIC SAFETY GROUP INC | NON STRETCH PADDED SUSPENDERS                | 336.001 | 255.53   |
| 09/20/2024 | GEN 2 | 33984  | AMAZON CAPITAL SERVICES        | DFD , CLEANER /DEGREASER                     | 336.002 | 25.58    |
| 09/20/2024 | GEN 2 | 33985  | AUTO VALUE PARTS STORES        | DFD, SUPPLIES                                | 336.002 | 111.92   |
| 09/20/2024 | GEN 2 | 33986  | BLOOM SLUGGETT                 | LEGAL SERVICES                               | 336.001 | 607.00   |
| 09/20/2024 | GEN 2 | 33988  | COREWELL HEALTH                | PHYSICAL EXAM FOR SETH KLOTZLE /CFD / CORREC | 336.001 | 415.00   |
| 09/20/2024 | GEN 2 | 33989# | DELTA DENTAL                   | HEALTH AND LIFE INSURANCE                    | 336.001 | 461.19   |
| 09/20/2024 | GEN 2 | 33989  | DELTA DENTAL                   | HEALTH AND LIFE INSURANCE                    | 336.002 | 629.01   |
|            |       |        |                                | CHECK GEN 2 33989 TOTAL FOR FUND 205:        |         | 1,090.20 |
| 09/20/2024 | GEN 2 | 33995# | MACQUEEN EMERGENCY             | CFD, TURN OUT GEER                           | 336.001 | 465.71   |
| 09/20/2024 | GEN 2 | 33995  | MACQUEEN EMERGENCY             | GOLD BADGES FOR UNIFORMS/DFD                 | 336.002 | 90.91    |
|            |       |        |                                | CHECK GEN 2 33995 TOTAL FOR FUND 205:        |         | 556.62   |
| 09/20/2024 | GEN 2 | 33996  | NOORDYK BUSINESS EQUIPMENT     | DFD, CONTRACT COVERAGE                       | 336.002 | 38.30    |
| 09/20/2024 | GEN 2 | 33997  | PENN CARE, INC                 | MEDICAL SUPPLIES                             | 336.001 | 87.32    |

|            |       |         |                            |                                            |         |            |
|------------|-------|---------|----------------------------|--------------------------------------------|---------|------------|
| 09/20/2024 | GEN 2 | 33999   | PURITY CYLINDER GASES INC  | OXYGEN, USP                                | 336.001 | 188.51     |
| 09/20/2024 | GEN 2 | 34000   | STAR 2 STAR COMMUNICATIONS | DFD, TELECOMMUNICATIONS                    | 336.002 | 469.69     |
| 09/20/2024 | GEN 2 | 34001#  | WATERWAY OF MICHIGAN LLC   | CFD, TESTING OF HOSE,SUCTION,GROUND LADDER | 336.001 | 3,643.17   |
| 09/20/2024 | GEN 2 | 34001   | WATERWAY OF MICHIGAN LLC   | ANNUAL TESTING DFD,REPLACEMENT LADDER HEAT | 336.002 | 2,609.72   |
|            |       |         |                            | CHECK GEN 2 34001 TOTAL FOR FUND 205:      |         | 6,252.89   |
| 09/26/2024 | GEN 2 | 114(E)# | BLUE CROSS HSA             | WEST MICHIGAN POOL HEALTH INSURANCE        | 336.001 | 9,226.98   |
| 09/26/2024 | GEN 2 | 114(E)  | BLUE CROSS HSA             | WEST MICHIGAN POOL HEALTH INSURANCE        | 336.002 | 6,228.96   |
|            |       |         |                            | CHECK GEN 2 114(E) TOTAL FOR FUND 205:     |         | 15,455.94  |
| 09/27/2024 | GEN 2 | 34003   | AMAZON CAPITAL SERVICES    | CFD,RESPIRATORS ,DRY ERASE MARKERS         | 336.001 | 8.94       |
| 09/27/2024 | GEN 2 | 34003   | AMAZON CAPITAL SERVICES    | CFD,RESPIRATORS ,DRY ERASE MARKERS         | 336.001 | 114.04     |
| 09/27/2024 | GEN 2 | 34003   | AMAZON CAPITAL SERVICES    | BATTERIES FOR CFD                          | 336.001 | 136.00     |
| 09/27/2024 | GEN 2 | 34003   | AMAZON CAPITAL SERVICES    | CFD, THERMOSTAT                            | 336.001 | 68.14      |
|            |       |         |                            | CHECK GEN 2 34003 TOTAL FOR FUND 205:      |         | 327.12     |
| 09/27/2024 | GEN 2 | 34006   | CONSUMERS ENERGY           | DFD,ELECTRIC                               | 336.002 | 1,315.55   |
| 09/27/2024 | GEN 2 | 34007#  | DTE ENERGY                 | CFD,NATURAL GAS                            | 336.001 | 49.05      |
| 09/27/2024 | GEN 2 | 34007   | DTE ENERGY                 | DFD, NATURAL GAS                           | 336.002 | 66.28      |
|            |       |         |                            | CHECK GEN 2 34007 TOTAL FOR FUND 205:      |         | 115.33     |
| 09/27/2024 | GEN 2 | 34012   | KENT COUNTY TREASURER      | GAINES CP OFFICER/TWP LAW/9/19/2024        | 301.000 | 111,876.73 |
|            |       |         |                            | Total for fund 205 PUBLIC SAFETY SAD       |         | 210,211.20 |

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

10/07/2024

## CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE FROM 09/01/2024 - 09/30/2024

**BUILDING**

| Check Date | Bank  | Check # | Payee                             | Description                                     | Dept    | Amount    |
|------------|-------|---------|-----------------------------------|-------------------------------------------------|---------|-----------|
| 09/05/2024 | GEN 2 | 33929   | AMAZON CAPITAL SERVICES           | ,FILE FOLDERS,POST-IT TABS, FLASH CARDS,PENCILS | 371.000 | 59.97     |
| 09/05/2024 | GEN 2 | 33941   | ROGER STERK                       | MILEAGE                                         | 371.000 | 209.04    |
| 09/05/2024 | GEN 2 | 33941   | ROGER STERK                       | MEMBERSHIP                                      | 371.000 | 100.00    |
| 09/05/2024 | GEN 2 | 33941   | ROGER STERK                       | LICENSE                                         | 371.000 | 150.00    |
|            |       |         |                                   | CHECK GEN 2 33941 TOTAL FOR FUND 549:           |         | 459.04    |
| 09/13/2024 | GEN 2 | 33945   | AMAZON CAPITAL SERVICES           | PAPER PLATES,WHITE ERASERS,PAPER CUPS, TRASH    | 371.000 | 12.49     |
| 09/13/2024 | GEN 2 | 33948   | BERGER                            | 2024 TAHOE, DFD/BUILDING AND MECHANICAL INSP    | 371.000 | 27,368.00 |
| 09/13/2024 | GEN 2 | 33979   | T-MOBILE                          | TELECOMMUNICATIONS                              | 371.000 | 43.20     |
| 09/20/2024 | GEN 2 | 33984   | AMAZON CAPITAL SERVICES           | STRAW/PENCIL DISPENSER, STRAWS, DRUM UNIT RE    | 371.000 | 48.99     |
| 09/20/2024 | GEN 2 | 33989   | DELTA DENTAL                      | HEALTH AND LIFE INSURANCE                       | 371.000 | 82.30     |
| 09/20/2024 | GEN 2 | 33998   | PROFESSIONAL CODE INSPECTIONS INC | INSPECTIONS/MECHANICAL AND PLUMBING             | 371.000 | 20,704.87 |
| 09/26/2024 | GEN 2 | 114(E)  | BLUE CROSS HSA                    | WEST MICHIGAN POOL HEALTH INSURANCE             | 371.000 | 2,060.81  |
| 09/27/2024 | GEN 2 | 34015   | ROGER STERK                       | AUGUST 2024, MILEAGE                            | 371.000 | 213.06    |
|            |       |         |                                   | Total for fund 549 BUILDING INSPECTIONS DEPT    |         | 51,052.73 |

| Check Date                     | Check | Vendor Name                    | Description                         | Amount     |
|--------------------------------|-------|--------------------------------|-------------------------------------|------------|
| Bank WSK2 WATER/SEWER CHECKING |       |                                |                                     |            |
| 09/16/2024                     | 5821  | BYRON GAINES UTILITY AUTHORITY | AUG 24 PAYROLL, INSPECTIONS         | 41,770.64  |
|                                |       |                                | AUGUST 24 GR SEWER                  | 14,316.69  |
|                                |       |                                |                                     | 56,087.33  |
| 09/16/2024                     | 5822  | EXTEND YOUR REACH              | AUGUST BILLING                      | 423.69     |
| 09/16/2024                     | 5823  | GAINES TOWNSHIP GENERAL FUND   | 2024 3RD QTR GEN FUND REIMBURSEMENT | 10,241.45  |
| 09/16/2024                     | 5824  | VRIESMAN & KORHORN             | THORNAPPLE FARMS PH 3               | 1,810.04   |
|                                |       |                                | PRAIRIE WOLF STATION                | 904.35     |
|                                |       |                                | STONEPRO - 6141 E PARIS             | 143.00     |
|                                |       |                                | WATER/SEWER ADMIN                   | 364.50     |
|                                |       |                                | 76TH ST WATERMAIN                   | 202.50     |
|                                |       |                                | 2ND WATER CONNECTION                | 162.00     |
|                                |       |                                | STORAGE TANK                        | 1,781.00   |
|                                |       |                                | GPS UTILITY PICKUP                  | 361.46     |
|                                |       |                                | MISC SEWER                          | 574.75     |
|                                |       |                                | MISC WATER SYS                      | 1,228.52   |
|                                |       |                                | MISC SEWER                          | 720.00     |
|                                |       |                                |                                     | 8,252.12   |
| 09/30/2024                     | 5825  | BYRON GAINES UTILITY AUTHORITY | WYOMING W&S AUGUST                  | 290,401.27 |
|                                |       |                                | OP EXP, METERS,MXU'S                | 37,320.45  |
|                                |       |                                |                                     | 327,721.72 |
| WSCK2 TOTALS:                  |       |                                |                                     |            |
| Total of 5 Checks:             |       |                                |                                     | 402,726.31 |
| Less 0 Void Checks:            |       |                                |                                     | 0.00       |
| Total of 5 Disbursements:      |       |                                |                                     | 402,726.31 |



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

| Bank                        | Type       | Amount          | APR   | Term    | Maturity Date |
|-----------------------------|------------|-----------------|-------|---------|---------------|
| GENERAL FUND                |            |                 |       |         |               |
| Macatawa Checking           | Ckg        | \$ 2,753,410.39 |       |         |               |
| Opioid Settlement           | Assigned   | \$ 12,358.49    |       |         |               |
| Sidewalk & Trails           | Assigned   | \$ 15,765.75    |       |         |               |
| CFD - Truck Fund            | Assigned   | \$ 400,000.00   |       |         |               |
| DFD - Equip Fund            | Assigned   | \$ 1,000.00     |       |         |               |
| Cemetery                    | Assigned   | \$ 10,000.00    |       |         |               |
| Township Hall & Grounds     | Assigned   | \$ 44,129.00    |       |         |               |
| Division Ave. Improvements  | Assigned   | \$ 24,000.69    |       |         |               |
| Total General Fund Checking |            | \$ 3,260,664.32 | 4.07% |         |               |
| Macatawa MM Savings         |            |                 |       |         |               |
| Building Department         | Restricted | \$ 2,086,515.00 |       |         |               |
| Streetlights                | Restricted | \$ 161,826.00   |       |         |               |
| Interest Paid to Date       |            | \$ 33,472.00    |       |         |               |
|                             | 127409     | \$ 2,281,813.00 | 3.40% |         |               |
| Investments                 |            |                 |       |         |               |
| Kent Co. Pool - General     | Pooled     | \$ 1,206,718.67 | 4.22% |         |               |
| Michigan Class              | Pooled     | \$ 1,850,033.12 | 5.40% |         |               |
| Consumers Credit Union      | CD         | \$ 318,925.71   | 4.50% | 18 Mos. | 10.4.2024     |
| CIBC                        | CD         | \$ 550,000.00   | 5.07% | 12 Mos. | 6.4.2025      |
|                             |            | \$ 3,925,677.50 |       |         |               |
| GENERAL FUND TOTAL          |            | \$ 9,468,154.82 |       |         |               |
| Kent Co. Pool - ARPA Funds  | Pooled     | \$ 2,248,129.80 | 4.08% |         |               |
| DIVISION AVE CORRIDOR       |            | \$ 21,324.03    |       |         |               |
| TRUST & AGENCY              |            | \$ 81,155.68    |       |         |               |
| TAX FUND                    |            | \$ 4,350,347.36 |       |         |               |
| PETTY CASH                  |            | \$ 256.25       |       |         |               |

| WATER & SEWER            |           |                  |       |           |               |
|--------------------------|-----------|------------------|-------|-----------|---------------|
| Bank                     |           | Amount           | APY   | Term      | Maturity Date |
| Macatawa Bank            | Checking  | \$ 1,472,447.91  | 4.07% |           |               |
| Kent Co. Pool            | Pooled    | \$ 9,790,888.64  | 4.08% |           |               |
| Michigan Class           | Pooled    | \$ 1,720,390.70  | 5.40% |           |               |
| Consumers Credit Union   | Share     | \$ 27.74         |       |           |               |
| 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        | \$ 535,246.70    | 4.40% | 18 Months | 12.17.2024    |
| West MI Community Bank   | CD        | \$ 789,381.68    | 5.05% | 210 Days  | 2.15.2025     |
| 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    | 5.15% | 12 Months | 3.21.2025     |
| Choice One Bank          | CD        | \$ 762,340.86    | 5.12% | 12 Months | 4.10.2025     |
| Horizon Bank             | CD        | \$ 615,258.72    | 4.89% | 12 Months | 5.13.2025     |
| Union Bank               | CD        | \$ 810,384.66    | 5.25% | 12 Months | 5.22.2025     |
| Choice One Bank          | CD        | \$ 1,054,271.07  | 5.12% | 12 Months | 6.1.2025      |
| West MI Community Bank   | CD        | \$ 531,621.58    | 5.20% | 365 Days  | 6.6.2025      |
| CIBC USA Bank            | CD        | \$ 1,068,532.06  | 4.92% | 364 Days  | 8.8.2025      |
| Consumers Credit Union   | CD        | \$ 900,000.00    | 4.75% | 24 Months | 8.1.2026      |
| Restricted W&S Fees      | Committed | \$ 25,807,724.45 |       |           |               |





## MEMO

### Staff Communication

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DATE: October 14<sup>th</sup>, 2024

TO: Gaines Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Cooks Crossing Enclave- Final Condominium

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#### SUMMARY OF TOPIC:

The applicant requests consideration and approval of the final condominium plan for a 25-unit residential development proposed as the Cook's Crossing Enclave. All "site" condominium units meet Residential-14 zoning parcel requirements and are at least 14,000 square feet in size, exhibit a variety of single-family detached housing models, are served by utilities, and are located along a private drive with sidewalks, street trees and lighting.

The preliminary condominium plan was approved by the Township Board on February 12<sup>th</sup>, 2024. Approval under Section 4.12.E of the Zoning Ordinance will enable the owner to apply for building permits.

The Township Engineer has reviewed the Final Condominium plan and determined it meets the requirements for utilities. A master deed and articles of incorporation have been submitted.

#### FINANCIAL IMPACT:

The developer will finance and install all necessary utilities and site improvements, so there is no financial cost to the Township. Application review costs are paid for by the developer.

#### BUDGET ACTION REQUIRED:

No budget action is required.

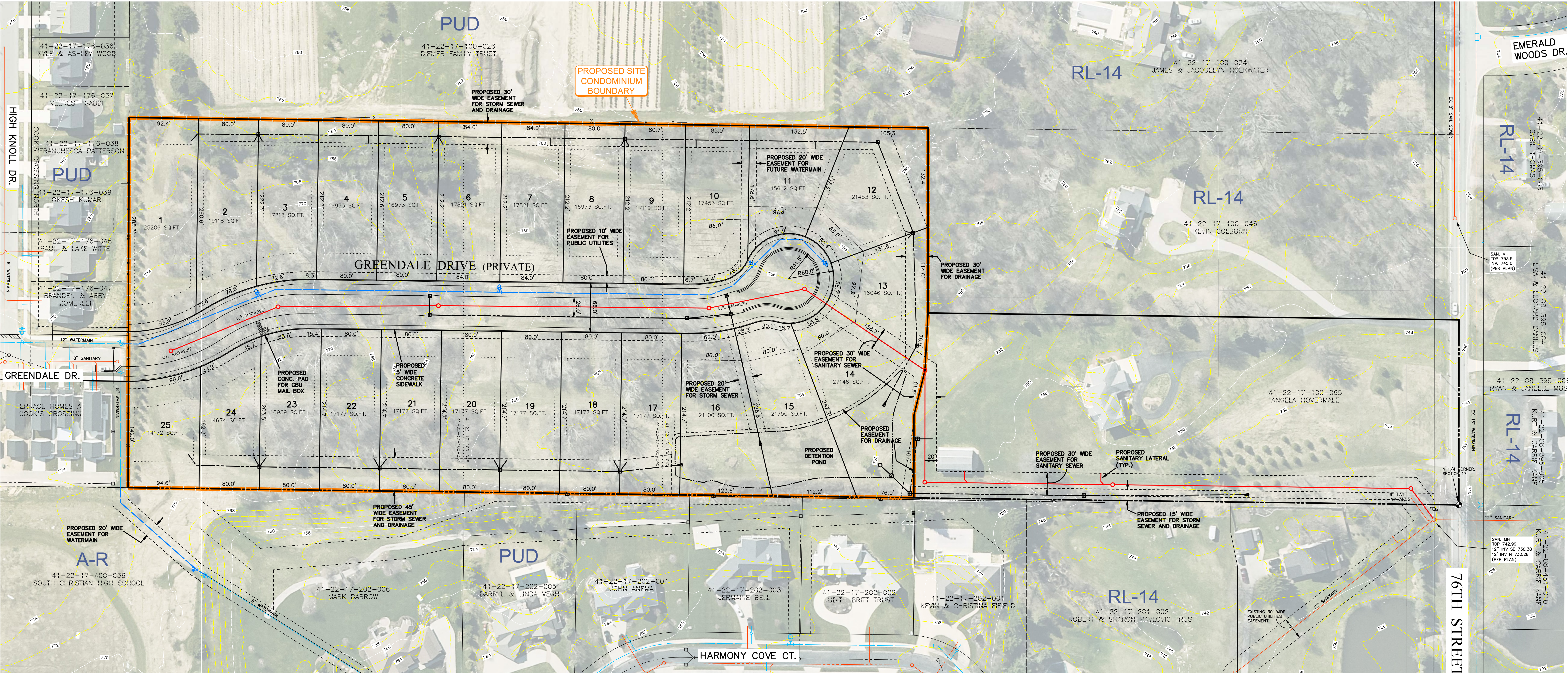
#### STAFF RECOMMENDATION:

Staff recommends that the Final Condominium plan dated 08/26/2024 be approved.

The Planning Commission recommended the following conditions:

1. Staff shall confirm that no less than four (4) house models that meet the requirements of the GCTZO Section 6.4 A are built within the development.
2. Staff shall enforce the street tree requirement of the GCTZO Section 16.13 A prior to the issuance of Certificates of Occupancy. Trees shall be placed between the curb and sidewalk unless otherwise approved by the Planning Commission.
3. The applicant shall request the creation of a Street Light Assessment District before applying for residential building permits.
4. The applicant shall adhere to all review comments provided by the Township Engineer.





#### SITE INFORMATION

•SITE CONDOMINIUM DESCRIPTION:  
PART OF THE NW 1/4 OF SECTION 17, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED AS:  
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE S00°44'32"W 111.00 FEET ALONG THE  
EAST LINE SAID NW 1/4 AND THE WEST LINE OF HARMONY COVE TO THE PLACE OF BEGINNING OF THIS  
DESCRIPTION; THENCE S00°44'32"W 106.97 FEET ALONG SAID EAST LINE SAID NW 1/4 AND SAID WEST LINE OF  
HARMONY COVE (KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 581) TO THE NE CORNER OF COOK'S  
CROSSING MASTER CONDOMINIUM (KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 794); THENCE  
N89°50'06"W 492.90 FEET ALONG THE NORTH LINE OF SAID COOK'S CROSSING MASTER CONDOMINIUM TO THE  
WEST LINE OF THE EAST 30 ACRES OF SAID NW 1/4; THENCE N00°44'32"E 1063.93 FEET ALONG SAID WEST LINE;  
THENCE S89°57'18"E 246.46 FEET; THENCE S86°57'30"E 76.51 FEET; THENCE S89°57'18"E 170.00 FEET TO THE  
PLACE OF BEGINNING.

•PROPERTY ADDRESS: 1190 76TH STREET SE  
•PERMANENT PARCEL NUMBER: 41-22-17-100-066  
•PARCEL SIZE: 11.97 ACRES

#### MAPPING

•MAPPING AND CONTOURS BASED ON AVAILABLE KENT COUNTY GIS INFORMATION

#### ZONING

•EXISTING ZONING: RL-14 SINGLE FAMILY RESIDENTIAL

#### PROPOSED USE

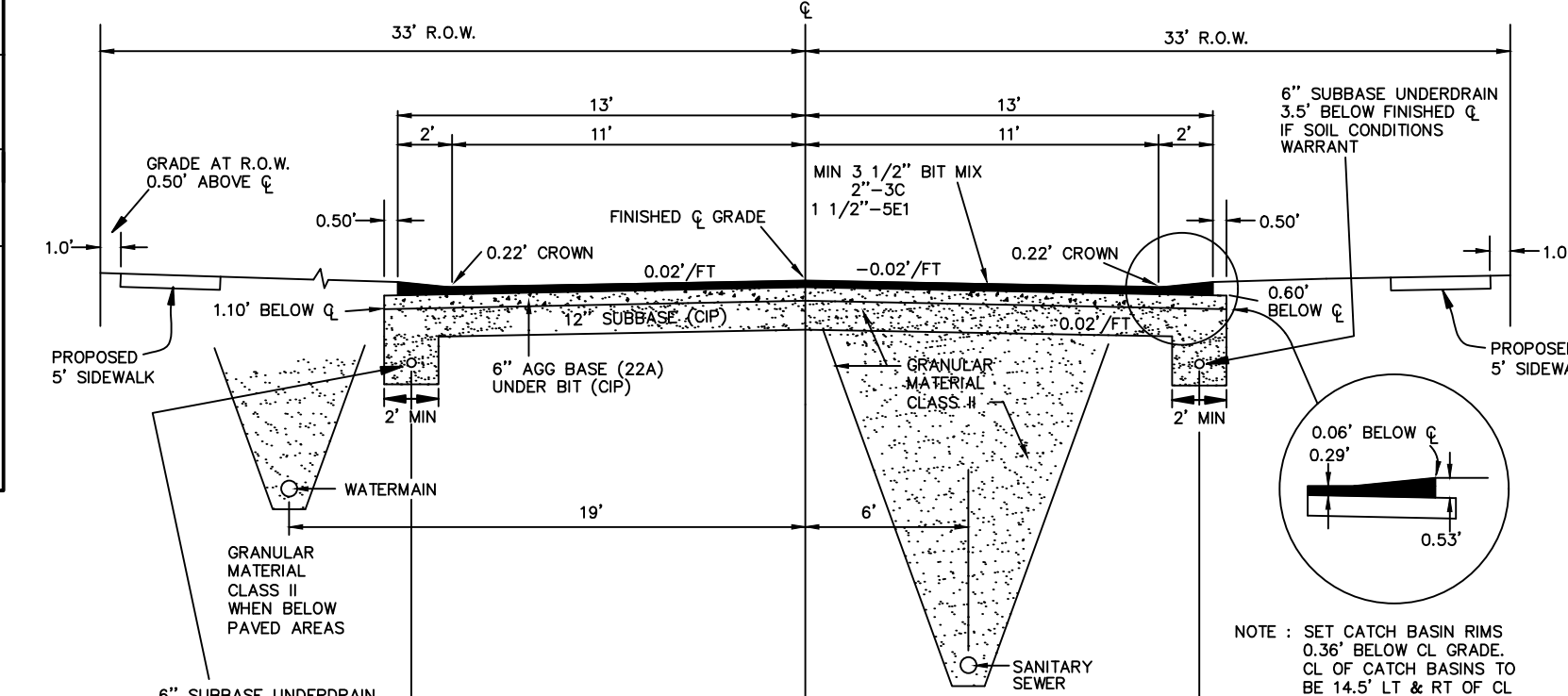
•25 SINGLE FAMILY SITE CONDOMINIUM UNITS

#### RL-14 ZONE REGULATIONS

•MINIMUM LOT AREA: 14,000 SQFT  
•MINIMUM LOT WIDTH: 80'  
•MINIMUM BUILDING SETBACKS:  
FRONT YARD: 35'  
SIDE YARD: 8'  
REAR YARD: 35'

#### PROPOSED IMPROVEMENTS

1. MUNICIPAL WATER AND SANITARY SEWER TO EACH LOT.
2. PRIVATE STREETS WILL CONFORM TO THE GAINES TOWNSHIP PRIVATE STREET STANDARDS.
3. DRAINAGE DESIGN WILL CONFORM TO THE GAINES TOWNSHIP STORMWATER ORDINANCE.
4. THE FRONT 10' OF EACH UNIT IS RESERVED FOR INSTALLATION OF BURIED POWER, TELEPHONE, GAS  
DISTRIBUTION LINES AND COMMUNICATION LINES TO SERVICE EACH UNIT.
5. CONSTRUCTION WILL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES.
6. SIDEWALKS, STREET TREES AND STREET LIGHTS WILL BE PROVIDED PER TOWNSHIP REQUIREMENTS.  
SIDEWALKS ARE TO BE BUILT WHEN HOMES ARE CONSTRUCTED ON EACH INDIVIDUAL UNIT.
7. STREET LIGHTS OF A DESIGN AND LOCATION APPROVED BY THE TOWNSHIP AND CONSUMERS ENERGY  
WILL BE INSTALLED. A SPECIAL ASSESSMENT DISTRICT SHALL BE REQUESTED BY DEVELOPER TO THE  
TOWNSHIP BOARD.
8. NO REGULATED FLOODPLAIN EXISTS BASED ON LATEST FEMA FLOODPLAIN MAPPING.



TYPICAL PRIVATE STREET CROSS SECTION

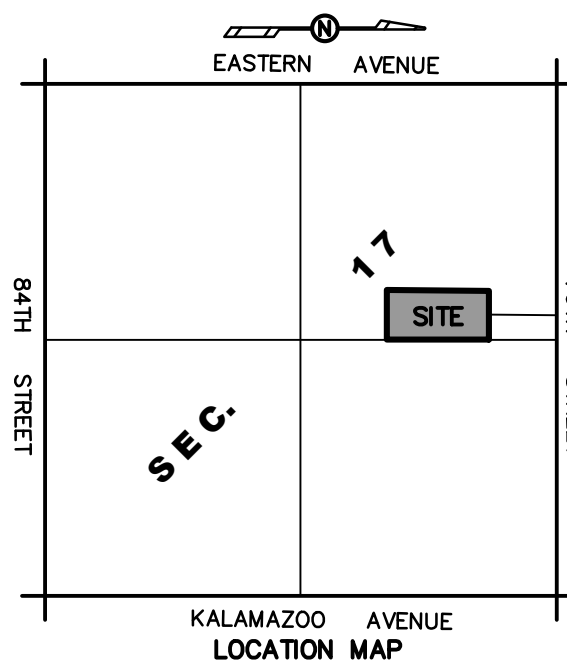
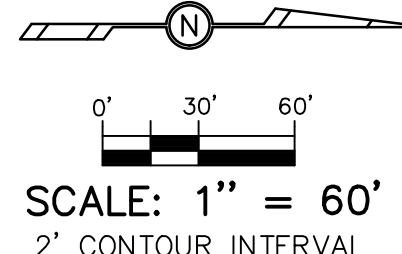
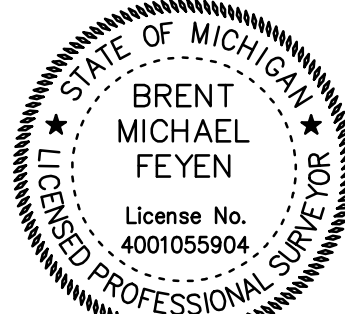


PHOTO: KENT COUNTY GIS DATED 2023  
CONTOURS: KENT COUNTY GIS DATED 2014



#### LEGEND

- = PROPOSED 8" WATERMAIN
- = PROPOSED 8" SANITARY SEWER
- = PROPOSED STORM SEWER (SIZE VARIES)

### FINAL SITE CONDOMINIUM PLAN COOK'S CROSSING ENCLAVE

FOR: SIGNATURE LAND DEVELOPMENT CORPORATION  
ATTN: MIKE MCGRAW  
1188 EAST PARIS AVENUE, SUITE 100  
GRAND RAPIDS, MI 49546

PART OF THE NW 1/4, SECTION 17, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

|           |  |          |              |          |             |      |          |       |        |
|-----------|--|----------|--------------|----------|-------------|------|----------|-------|--------|
| DATE      |  | REVISION | BY           | FILE NO. | 231740E     | DATE | 08/26/24 | SHEET | 1 of 1 |
| DRAWN BY: |  | JDR      | APPROVED BY: | DDG      | PROJ. SURV: | KJV  | SHEET    |       |        |
| DATE      |  | REVISION | BY           | FILE NO. | 231740E     | DATE | 08/26/24 | SHEET | 1 of 1 |







## MEMO

### Staff Communication

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DATE: October 14<sup>th</sup>, 2024

TO: Gaines Charter Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Dutton Center-Rezoning 3316 68th Street SE to PUD, Condominium, and Site Plan

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#### SUMMARY OF TOPIC:

The applicant requests to rezone a single parcel of approximately 29.32 acres to a Planned Unit Development (PUD) named Dutton Center to create a mixed use residential and commercial development that will integrate with the existing historic development patterns of Dutton. The Master Plan has called for this type of infill development since 2008, and the 2023 Master Plan Future Land Use Plan prescribed a Village Center designation.

This project is intended to tie into the Thornapple Farms development to the south seamlessly and provide a denser housing type to fulfill the Master Plan vision for Dutton as a Village Center. The developer remains committed to designing the area as a pedestrian-friendly community center, with a variety of housing options, community-oriented public spaces, and non-motorized pathway connections.

The site plan indicates five phases:

- Phase 1; townhouses and “veranda” homes under single ownership condominium and management
- Phase 2; single-family detached homes on platted lots
- Phase 3; multiple family apartment buildings
- Phase 4; mixed-use buildings facing Hanna Lake
- Phase 5; commercial buildings facing 68th Street.

The residential aspect of the overall PUD includes 208 dwelling units, with potential for up to 238 depending on the final use of the mixed-use buildings.

- 14 single-family “Veranda” homes (Phase 1)
- 47 four-unit and two-unit attached townhomes (Phase 1)
- 51 detached single-family homes on minimum 5,800 square foot lots (Phase 2)
- 96 multiple family apartment units (Phase 3)

Mixed-Use elements include:

- Two, 2-story 15,400 SF mixed use commercial/residential/office buildings along Hanna Lake (Phase 4: 30,800 SF total).
- Up to 30 additional multiple family apartment units on the second story of mixed-use buildings, OR
- 30,800 SF commercial on second floor.
- The mixed-use buildings second floor use will be determined based on highest and best use by end users and may be residential or commercial in nature.

The Commercial aspect includes two single-story 6,250 SF commercial buildings along 68th Street (Phase 5: 12,500 SF total).

#### FINANCIAL IMPACT:

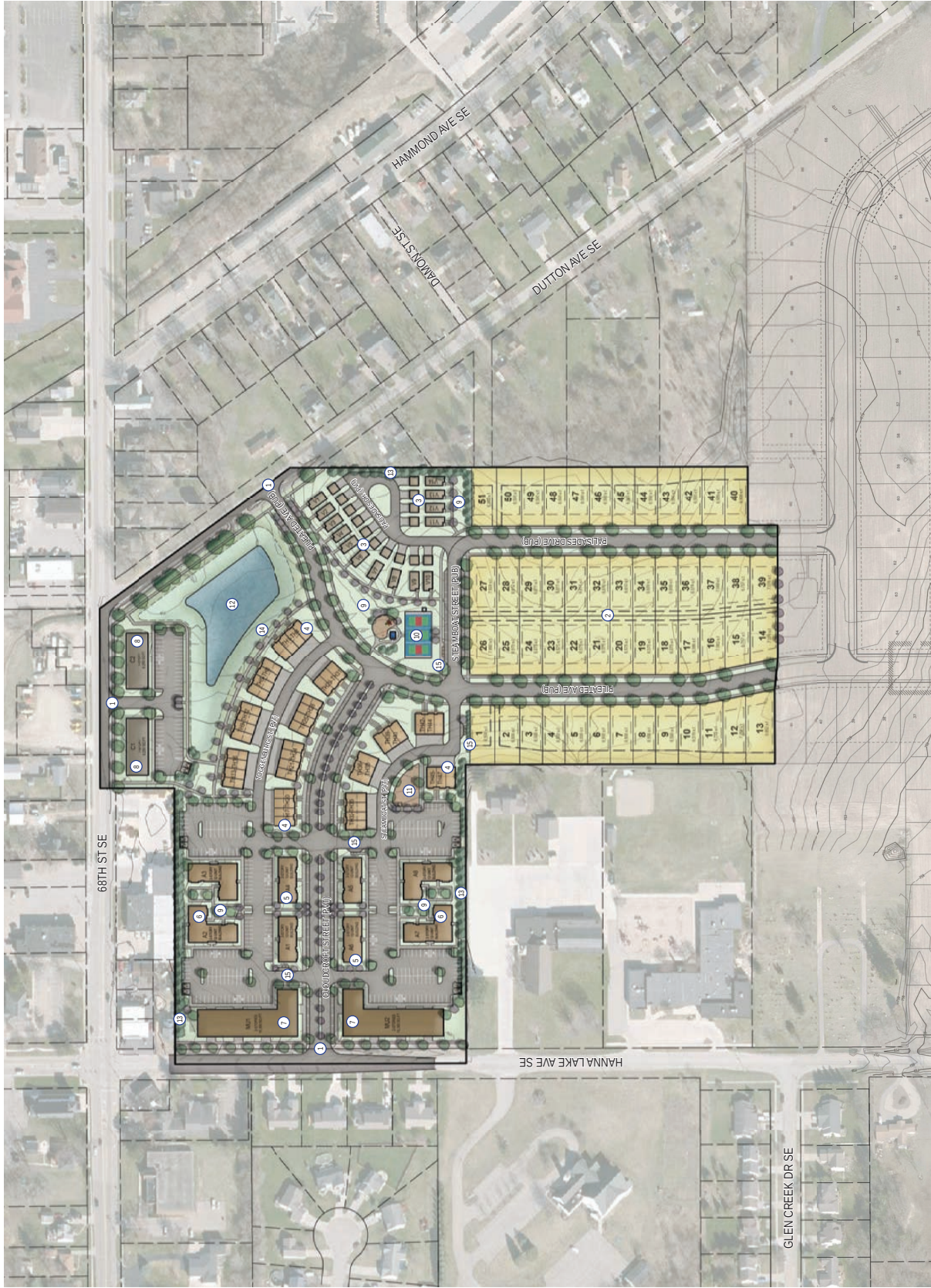
The rezoning is not anticipated to have a negative financial impact on the Township and will have positive benefits of increased commercial space as well as new housing in a variety of types. Costs associated with the review process are borne by the applicant through administrative and escrow review fees. Water and sewer connections will be at the expense of the developer. Tax revenue will increase with the commercial improvements to the property.

#### REVIEW:

The Planning Commission reviewed the PUD rezone request and site plan for Phase 1 and passed a resolution recommending approval of the PUD rezoning on September 26<sup>th</sup>, 2024. Approval of the site plan is contingent on the PUD rezoning approval by the Board. Phases 2-5 will be subject to plat and site plan review as required.

#### STAFF RECOMMENDATION:

After considering public comments, Staff recommends the Township Board consider approval of the rezoning request, and all applicable condominiums, site improvements and roads.



- LEGEND**
- 1 SITE ENTRANCE
  - 2 SINGLE FAMILY LOT TYP.
  - 3 DETACHED SINGLE FAMILY VERANDA HOMES TYP.
  - 4 TOWNHOME TYP.
  - 5 3-STORY, 12-UNIT MULTIPLE FAMILY BUILDING TYP.
  - 6 2-STORY, 12-UNIT MULTIPLE FAMILY BUILDING TYP.
  - 7 MIXED-USE BUILDING
  - 8 COMMERCIAL BUILDING TYP.
  - 9 COMMUNITY OPEN SPACE
  - 10 MULTI-SPORTS COURT, PLAYGROUND, AND PAWLON
  - 11 DOG PARK
  - 12 POND
  - 13 LANDSCAPE BUFFER
  - 14 PEDESTRIAN OUTLOOKS
  - 15 MAIL KIOSK

**NOTES**

Site Location: 33.6 68th Street SE, Caladonia, MI

|                                                                |   |                                                                                               |
|----------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------|
| Site Area                                                      | = | 29.32 ac.                                                                                     |
| Unit Total                                                     | = | 208 dwellings                                                                                 |
| Single Family Lots                                             | = | 51                                                                                            |
| Detached Single Family Home                                    | = | 47 (13 buildings)                                                                             |
| Townhomes                                                      | = | 96 (10 buildings)                                                                             |
| Multiple Family Dwellings                                      | = | Up to 30 Additional Units                                                                     |
| Second Story of Single Family Dwellings in Mixed Use Buildings | = | 43,100 sq ft. (Plus up to an additional 10,000 sq ft. on Second Story of Mixed Use Buildings) |
| Total Commercial Office Space                                  | = | 7.1 units per ac.                                                                             |
| Proposed Density                                               | = |                                                                                               |





CHARTER TOWNSHIP OF GAINES  
COUNTY OF KENT, MICHIGAN

**RESOLUTION NO. 2024-\_\_\_\_\_**  
**DUTTON CENTER PLANNED UNIT DEVELOPMENT**

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a regular 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 Board Member \_\_\_\_\_ and supported by Board Member \_\_\_\_\_ to document the findings and the approval by the Gaines Charter Township Board of Trustees ("Township Board") regarding a request made by Michiana Land Development, LLC to consider the rezoning of land to the Dutton Center Planned Unit Development (PUD).

**STATEMENT OF FINDINGS**

**Section I General Background:**

1. The Township Board is authorized to review, approve, and amend Planned Unit Development (PUD) rezoning, site plans and associated private streets.
2. The PUD is legally described as:

PART OF NW 1/4 COM 610.50 FT N 89D 52M 09S E ALONG N SEC LINE FROM NW COR OF SEC TH S 0D 09M 34S E 165.0 FT TH S 89D 52M 04S W 610.50 FT TO W SEC LINE TH S 0D 09M 34S E ALONG W SEC LINE 643.41 FT TH N 89D 52M 04S E 660.0 FT TH S 0D 09M 34S E 682.44 FT TH N 89D 50M 26S E 162.77 FT TH S 77D 36M 32S E 72.12 FT TH N 89D 24M 24S E 226.47 FT TH N 89D 51M 03S E 66.0 FT TH N 0D 08M 57S W 70.38 FT TH N 89D 24M 24S E 130.0 FT TO SW COR OF C H DEMING'S ADD TH N 0D 08M 57S W ALONG W LINE OF SD PLAT 1010.85 FT TO CL OF DUTTON AVE TH N 36D 22M 34S W ALONG SD CL 523.59 FT TO N SEC LINE TH S 89D 52M 04S W ALONG N SEC LINE 395.97 FT TO BEG \* SEC 11 T5N R11W 30.82 A.

3. The development will include five phases of single-family and multi-family residential, mixed-use, and commercial buildings that are compatible with existing and future development patterns.

The residential aspect of the overall PUD includes 208 dwelling units, with potential for up to 238 depending on the final use of the mixed-use buildings.

Township Board Resolution No. 2024-\_\_\_\_\_  
Dutton Center PUD  
\_\_\_\_\_, 2024



- 14 detached single-family “Veranda” homes (Phase 1)
- 47 four-unit and two-unit attached townhomes (Phase 1)
- 51 detached single-family homes on minimum 5,800 square foot lots (Phase 2-plat)
- 96 multiple family apartment units (Phase 3: 10 buildings with 12 units each)

Mixed-Use aspects include:

- Two, 2-story 15,400 SF mixed use commercial/residential/office buildings along Hanna Lake (Phase 4: 30,800 SF total).
  - o Up to 30 additional multiple family apartment units on the second story of mixed-use buildings,
  - o Or, 30,800 SF commercial on second floor
  - o The mixed-use buildings second floor use will be determined based on highest and best use by end users, and may be residential or commercial in nature.

The Commercial aspect includes:

- Two, 1-story 6,250 SF neighborhood commercial or office-service buildings along 68th Street (Phase 5: 12,500 SF total)
4. Private streets within the amended PUD meet dimensional requirements under the Zoning Ordinance.
  5. The PUD will be developed according to the Final Amended PUD Plan dated August 29<sup>th</sup>, 2024.
  6. The Planning Commission held a public hearing on the PUD on June 27<sup>th</sup>, 2024.
  7. On September 26<sup>th</sup>, 2024, the Planning Commission approved Resolution No. PC 24-09-01, which approved the site plan dated August 29<sup>th</sup>, 2024, and recommended approval of the PUD to the Township Board of Trustees.

## SECTION II FINDINGS:

Based on the material and plans submitted, a review of the relevant portions of the Gaines Charter Township Zoning Ordinance (“the Zoning Ordinance”), the applicant’s presentations at the public hearing, and Township Staff’s recommendation, and other factors, the Planning Commission and the Township Board of Trustees hereby adopts the following findings:

### Section 11.1 Planned Unit Development General Review Standards

**A. Consistency with Master Plan and Zoning Ordinance:** Meets standard. The main body of the proposed PUD is currently zoned Office-Service, Neighborhood Commercial, Residential-10, and Residential-14 at the south end. The Future Land Use Plan is future zoned as Village Center.

The Planning Commission found that the Dutton Center PUD met the vision for a Village Center development that integrates Village Residential, Neighborhood Commercial, Mixed-Use into a unified development. The overall PUD exhibits a variety of housing types, enables pedestrian access to

Township Board Resolution No. 2024-\_\_\_\_\_  
 Dutton Center PUD  
 \_\_\_\_\_, 2024

businesses in Dutton, reinforces the economic development of Dutton in a positive manner by integrating into its historic fabric, and promotes compact residential single-family homes.

Proposed setbacks and uses for all phases of the PUD are as follow:

- A) Phase 1 Rear-Loaded Veranda Homes (V1-V14)
  - 1. Maximum building height = 35 ft. or 2 stories, whichever is less
  - 2. Minimum building to building separation (foundation wall to foundation wall) = 10 ft.
  - 3. Minimum porch to ROW Distance = 10 ft.
  - 4. Minimum garage (foundation wall) to alley pavement distance = 22 ft.
  - 5. Minimum distance from PUD boundary = 20 ft.
  
- B) Phase 1 Townhomes (TH1-47)
  - 1. Maximum building height = 35 ft. or 2 stories, whichever is less
  - 2. Minimum building to building separation (wall of foundation to wall of foundation) = 15'
  - 3. Minimum distance from PUD boundary = 20 ft.
  - 4. Minimum distance to single family lots = 25 ft. (proposed & existing adjacent)
  - 5. Minimum garage (foundation wall) to alley pavement distance = 22 ft.
  - 6. Minimum porch or building to ROW Distance = 10 ft.
  
- C) Phase 2 Single Family Detached Lots (Lots 1-51)
  - 1. Minimum lot width at front yard setback = 50 ft.
  - 2. Minimum lot size = 6,250 SF
  - 3. Maximum building height = 35 ft. or 2 stories, whichever is less
  - 4. Setbacks:
    - a) Front yard setback = Varies 25-30 ft.
    - b) Secondary front yard setback on corner lots = 15 ft.
    - c) Side yard setback = 5 ft.
    - d) Rear yard setback = 20 ft.
  
- D) Phase 3 Multiple Family Buildings (A1-A8)
  - 1. Maximum building height = 45 ft. or 3 stories, whichever is less, or 35 feet or 2 stories within 50 feet of PUD boundary
  - 2. Minimum distance to PUD boundary = 30 ft.
  - 3. Minimum distance to adjacent ROW = 10 ft.
  - 4. Minimum building to building separation (foundation wall to foundation wall) = 25 ft.
  - 5. Minimum dwelling unit size = 720 SF
  
- E) Phase 4 Mixed Use Buildings (MU1-MU2)
  - 1. Maximum building height = 35 ft. or 2 stories, whichever is less
  - 2. Minimum distance to PUD boundary (excluding frontages) = 30 ft.
  - 3. Minimum distance to adjacent ROW = 10 ft.



4. Minimum building to building separation (foundation wall to foundation wall) = 15 ft.
5. Minimum dwelling unit size = 720 SF
6. Allowable first story uses = permitted uses within the Office Service (OS) and Neighborhood Commercial zone (NC). Allowable second story uses = multiple family dwellings, permitted uses within the Office Service (OS) zone, and permitted uses within the Neighborhood Commercial zone (NC)

F) Phase 5 Office/Commercial buildings (C1-C2)

1. Maximum building height = 25 ft. or 1 story, whichever is less
2. Minimum distance to PUD boundary (excluding frontages) = 20 ft.
3. Minimum distance to adjacent ROW = 10 ft.
4. Minimum building to building separation (foundation wall to foundation wall) = 15 ft.
5. Allowable uses = permitted uses within the Office-Service (OS) and Neighborhood Commercial district (NC)

**B. Aesthetics:** Meets standard. The applicant submitted proposed elevations that meet current ordinance standards for smaller single family detached and townhome buildings. Concept elevations of the apartment, mixed use, and commercial buildings have been provided but will be specified during site plan review when each phase is submitted for consideration. The developer intends to follow ordinance requirements for landscaping, screening, and signage based on the appropriate zoning for the specific commercial or residential context of the development.

**C. Compatibility with Adjacent Uses:** Meets standard. Mixed use and commercial buildings along the main roads follow the development pattern established historically and are in scale with existing businesses. Although there is not a similar residential development in the immediate area in terms of smaller lot sizes, it is residential development and is compatible with surrounding uses. It will integrate into the Thornapple Farms plat to the south seamlessly and create a logical transition between larger lots in the south portion and smaller ones in the north.

**D. Density:** Meets standard. The proposed PUD includes apartments, townhouses, and single-family detached homes on lots smaller than currently allowed in R-3 zoning. The Master Plan calls for density of townhouses and single-family detached homes in the Village Neighborhood context ranging from 8-14 units per acre, and the proposed net density for this project is 8.1 (which does not include roads, rights-of-way, open space, and water detention areas).

Village Center density would be anticipated to be potentially higher due to the integration of mixed-use buildings with apartments or condominiums. The Planning Commission has discussed and determined that the R-3/Village Neighborhood density is appropriate for the area designated as Village Center.

**E. Traffic:** Meets standard. The increase in residential parcels will certainly increase traffic along main roads leading to the development; combined with the Thornapple Farms plat, there will be up to 441 homes between both developments. A traffic study has been completed and reviewed by Kent County

Road Commission to better understand the potential impacts of increased traffic in the area, and to develop plans to adequately manage the increase of residential traffic.

Sidewalks have been expanded and detailed on the revised plan and create good pathways for pedestrian access both internally and to surrounding road corridors.

Two main entrances are proposed, one on Hanna Lake about 630 feet south of the Hanna Lake/68th Street intersection, and one on Dutton Avenue, which will help disperse traffic entering the major roads. The Kent County Road Commission will determine necessary safety controls at those intersections.

**F. Protection of the Natural Environment:** Meets standard. The proposed project will be constructed on current agricultural land, and no natural features have been identified within the proposed PUD.

**G. Schools Impact:** Meets standard. The proposed project will increase the amount of single family housing, thus increases in the numbers of school-age children are likely. Three schools are located within walking distance to the development: Dutton Elementary (public), Dutton Christian Elementary (private), and Dutton Christian (private). It is likely that children will both walk and rely on parents driving or bussing to and from school. Pedestrian elements such as sidewalks are located throughout the development, enabling school children to either walk directly or gather at bussing pick up points.

**H. Public Facilities:** Meets standards. The Fire Inspector has reviewed the plans and found them to be adequate for emergency access. Water and sewer utilities are currently available for the proposed PUD within the 68th Street and Hanna Lake Avenue rights-of-way. All utility work directly related to the development will be paid for by the developer.

**I. Water, Sewer, and Drainage Systems:** Meets standard. The developer has provided initial engineering plans for utility extensions that have been reviewed by the Township Engineer. All future and final development and utility plans will be subject to Township Engineer and Byron-Gaines Utility Authority review.

**J. Open Space:** Meets standard. No natural features exist on the site that have high recreational, aesthetic or wildlife value. A “wet” water retention pond will be constructed for stormwater management, and this will become an open space amenity since it will be circled by a paved footpath.

Other proposed public park spaces include:

1. Tot lot playground oriented for children ages 2-5 years old including a play structure, swings, and a balance bridge.
2. A sport court sized 60' by 105'. The brushed concrete court with painted lines will allow for basketball or up to three pickleball courts. Basketball hoops and pickleball nets will be modular and maintained by the property management organization.
3. A 12'x16' pavilion that will include picnic tables. The pavilion will incorporate white vinyl finishes.
4. A nearly 6,000 square foot dog park accessible for the most residentially dense portion of the project.

**K. Non-Motorized Transportation Network:** Meets standard. The 2010 Non-Motorized Plan does not designate any paths through the proposed PUD area. The approval of the Thornapple Farms plat will create a secondary road network that can serve as the basis for a marked bike path or trail to connect the PUD area to both Shadyside Park, and to the Paul Henry Thornapple Trail (via the dedicated path at Merrieville Court). Shared streets with bike path markers would be the minimum bike trail design. Staff recommends a condition that the developer define a specific trail with markers that directs cyclists towards Paul Henry Thornapple Trail.

#### **Section 25.6 Site Plan Review Standards (Phase 1)**

**A. Adequacy of Information:** Meets Standard, with consideration. The site plan mostly complies with the ordinance requirements, with some proposed PUD modifications to be considered.

**Buildings/structures/signs:** The proposed architectural layout and design of the “veranda” homes and townhouses is compatible with the surrounding area in terms of mass and scale. Townhouses are a relatively new building form in the area but are not out of place considering typical building height and size along 68<sup>th</sup> Street. Building materials are a combination of vinyl siding and manufactured stone and brick veneer.

**Dumpster Enclosure:** Trash management will be via individual rolling carts stored within each property.

**Dimensional Requirements:** Requested PUD setbacks are listed in Section 11.1 Planned Unit Development - General Review Standards (A), above. If these dimensional requirements are approved by the Township Board, this standard will be met.

**Parking:** For the rear load townhomes an attached 2-stall garage is incorporated along with a driveway that would permit parking for two additional cars. Up to four cars can be parked at each 3-bedroom unit. Parallel parking along the private street has been incorporated into the site design to serve townhouse residents and their guests.

The detached veranda homes incorporate a detached 2-stall garage and a driveway that would permit parking for two additional cars. Up to four cars can be parked at each unit.

Additional parallel parking has been added along Cloudcroft and Steamboat Streets (25 and 18 spaces respectively) for guests visiting residents.

**Lighting:** A lighting plan has been submitted in accordance with Section 18.5. The light poles are compliant with the height requirements at 14 feet.

Note that the lighting plan in the Phase 1 area meets requirements for R-3 zoning. The Kelvin rating of the lighting is not specified; the Township recommends a maximum of 3700K LEDs for streetlights in residential areas.



**Landscaping:** A landscaping plan for Phase 1 was submitted in accordance with Section 16.3. Since Phase 1 covers both frontage and residential portions of the site plan, it will be evaluated per Sections 16.9 Front Yard and 16.13 Residential Landscaping. Subsequent phases will be evaluated based on current ordinance standards at the time of submittal, but the preliminary landscaping plan for those areas indicates compliance.

Frontage landscaping along Dutton Avenue exceeds the required 297 points and is located within the required parkway. Street trees in the residential area are placed with appropriate spacing and are located within the required parkways. Appropriate screening is provided where the development abuts adjacent properties. Plant species selected for the development are varied and there is a focus on native Midwest species. Landscaping must be maintained, and any dead or diseased elements must be replaced.

**B. Compliance with Township Master Plan:** Meets Standard. Please Review Standard 11.1 (A) above. The project is being proposed as a PUD, which leaves room for design flexibility to carry out the goals and intent of the Master Plan. The Planning Commission found that the standards of review for Sections 11.1 and 25.6 were met, and compliance with the ordinance is achieved.

**C. Compliance with all Township Ordinances and Other Laws:** Meets standard, condition recommended. The applicant is required to secure all applicable township and outside agency approvals prior to site development, including the Township Engineer/Byron-Gaines Utility Authority, Fire Department, Kent County Road Commission, Kent County Drain Commission, and Department of Environment Great Lakes & Energy

**D. Configuration of Uses:** Meets standard. The proposed final PUD plan has been modified throughout the review process to meet the guidelines of the Gaines Charter Township 2023 Master Plan and the standards of the zoning ordinance.

**E. Preservation of Natural Features:** Meets standard. No notable natural features are present on the site. Some grade changes will need to be made, which will require a soil erosion and sedimentation control permit from the KCRC prior to the start of any site work. The proposed landscaping will help to keep the site in keeping with the general expectations for a neighborhood development.

**F. Privacy:** Meets standard. The landscaping on the northern and eastern boundaries will provide reasonable privacy measures for adjacent properties.

**G. Safety:** Condition recommended. All site plans, along with measures for fire protection and access, are subject to review and approval by the Fire Inspector.

**H. Vehicular Circulation:** Meets standard, condition recommended. Traffic within the development will be served by private streets with four separate access points; Hanna Lake, Dutton Avenue, and two to the south into the Thornapple Farms plat. Within the development itself, the street plan has been designed to adequately move traffic internally. Roadway widths vary from 30 feet on Pileated (public) and Steamboat (public) to two 20-foot lanes on the divided Cloudcroft Street (private). Access alleys for the townhouses and Veranda homes are 20 feet wide.

All work within the public right-of-way and public roads must be approved by the Kent County Road Commission and adequacy of emergency vehicle access by the Fire Inspector.

**I. Pedestrian Circulation:** Meets Standard. The site plan has been designed to promote pedestrian circulation throughout the development. Each residential building is served by a sidewalk, and there are sidewalks on both sides of the street along the main streets.

Sidewalks are not planned for the rear sides of the homes where driveways lead into the homes (Palisades Street), or along Toggenburg Street. The Planning Commission has determined they are not required in those areas due to the number of driveways along those roads that would interrupt sidewalks at a very short interval making an uneven walking surface.

**J. Drainage:** Condition recommended. Stormwater will drain into the pond at the intersection of Pileated and Dutton Avenue where it will be held as a wet pond. Stormwater and utility plans are subject to review and approval by the Township Engineer.

**K. Traffic Impact:** Meets standard. A Traffic Study has been prepared that will allow the Kent County Road Commission to review driveway access to the development and will help determine if traffic controls are warranted.

**L. Hazardous Materials:** Not applicable.

**M. Public Health, Safety, or Welfare:** Meets standard. The site plan has been designed to promote the goals and intent of the zoning ordinance and master plan and is connected to utilities. Emergency services are practically across the street and can fully access the site. The landscaping plan will ensure an aesthetically pleasing mixed-use development, and the residential house plans are in keeping with appropriate architectural styles.

### SECTION III CONDITIONS

The PUD approval is subject to the following conditions:

1. Phases 2 (plat), 3, 4, and 5 shall be subject to the final site plan review process by the Planning Commission.
2. Secure all Township department and outside agency approvals:
  - a. Township Engineer/BGUA.
  - b. Fire Department.
  - c. Kent County Road Commission (SESC), if applicable.
  - d. Kent County Drain Commission, if applicable.
  - e. Environment, Great Lakes and Energy, if applicable.

**SECTION IV TOWNSHIP BOARD ACTION**

The Gaines Charter Township Board of Trustees has determined that the preceding findings and conditions are reasonable considerations for approval of the PUD rezoning request. Based on the above findings and conclusions, the Township Board approves Ordinance 2024-\_\_\_\_\_, granting approval of a request made by Michiana Land Development, LLC.

The vote on the Motion to Adopt this Resolution was as follows:

**YES:** \_\_\_\_\_

**NO:** \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED**

**CERTIFICATION**

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

Respectfully submitted,

\_\_\_\_\_  
Rob DeWard, Supervisor  
Charter Township of Gaines

\_\_\_\_\_  
Michael Brew, Clerk  
Charter Township of Gaines

Dated: \_\_\_\_\_, 2024

Township Board Resolution No. 2024-\_\_\_\_\_  
Dutton Center PUD  
\_\_\_\_\_, 2024



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

**ORDINANCE NO. 2024-\_\_\_\_\_**

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

**Members Present:**

**Member Absent:**

The following ordinance was offered for adoption by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_ to document the findings and approval of the Gaines Charter Township Board of Trustees regarding a request made by Michiana Land Development, LLC to consider the rezoning of land to the Dutton Center Planned Unit Development (PUD), and it's associated roads, land divisions, and utilities.

**AN ORDINANCE TO APPROVE THE DUTTON CENTER PLANNED UNIT  
DEVELOPMENT REZONING**

THE CHARTER TOWNSHIP OF GAINES (the "Township") ORDAINS:

Section 1. Final PUD Plan and PUD Rezoning. The Gaines Charter Township Board of Trustees approves the PUD rezoning, PUD site plan dated August 29<sup>th</sup> 2024, and related site improvements.

Section 2. Findings. For the relevant findings of fact, details, and conditions of approval, please see Planning Commission Resolution No. 24-09-01

Section 3. Effective Date. This Ordinance shall become effective seven (7) days after a summary is published in a newspaper of general circulation within the Township.

Township Board Ordinance No. 24-\_\_\_\_\_  
Dutton Center PUD  
\_\_\_\_\_, 2024

The vote in favor of this Ordinance was as follows:

YEAS: \_\_\_\_\_  
\_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT/ABSTAIN: \_\_\_\_\_

ORDINANCE DECLARED ADOPTED

**CERTIFICATION**

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

Respectfully submitted,

By \_\_\_\_\_

**Michael Brew**

Gaines Charter Township Clerk

Township Board Ordinance No. 24-\_\_\_\_\_  
Dutton Center PUD  
\_\_\_\_\_, 2024

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

**RESOLUTION NO. PC-24-09-01  
DUTTON CENTER PLANNED UNIT DEVELOPMENT REZONING**

The following Resolution was offered and adopted by the Gaines Charter Township Planning Commission at a regular meeting held on September 26th, 2024 at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

**Members Present:** Giarmo, Rober, Waayenberg, Wiersema, Thomas, Billips, Haagsma

**Member Absent:** None

The following Resolution was offered for adoption by Planning Commissioner Waayenberg and supported by Planning Commissioner Haagsma to document the findings and the approval by the Gaines Charter Township Planning Commission ("PC") regarding a request made by Michiana Land Development, LLC to consider the rezoning of land to the Dutton Center Planned Unit Development (PUD).

**STATEMENT OF FINDINGS**

**Section I General Background:**

1. The Planning Commission is authorized to review and recommend approval or denial for Planned Unit Development site plans and associated private roads and site improvements to the Township Board of Trustees for consideration.
2. The PUD is legally described as:

PART OF NW 1/4 COM 610.50 FT N 89D 52M 09S E ALONG N SEC LINE FROM NW COR OF SEC TH S 0D 09M 34S E 165.0 FT TH S 89D 52M 04S W 610.50 FT TO W SEC LINE TH S 0D 09M 34S E ALONG W SEC LINE 643.41 FT TH N 89D 52M 04S E 660.0 FT TH S 0D 09M 34S E 682.44 FT TH N 89D 50M 26S E 162.77 FT TH S 77D 36M 32S E 72.12 FT TH N 89D 24M 24S E 226.47 FT TH N 89D 51M 03S E 66.0 FT TH N 0D 08M 57S W 70.38 FT TH N 89D 24M 24S E 130.0 FT TO SW COR OF C H DEMING'S ADD TH N 0D 08M 57S W ALONG W LINE OF SD PLAT 1010.85 FT TO CL OF DUTTON AVE TH N 36D 22M 34S W ALONG SD CL 523.59 FT TO N SEC LINE TH S 89D 52M 04S W ALONG N SEC LINE 395.97 FT TO BEG \* SEC 11 T5N R11W 30.82 A.

3. The development will include five phases of single-family and multi-family residential, mixed-use, and commercial buildings that are compatible with existing and future development patterns.



The residential aspect of the overall PUD includes 208 dwelling units, with potential for up to 238 depending on the final use of the mixed-use buildings.

- 14 single-family “Veranda” homes (Phase 1)
- 47 four-unit and two-unit attached townhomes (Phase 1)
- 51 detached single-family homes on minimum 5,800 square foot lots (Phase 2)
- 96 multiple family apartment units (Phase 3)

Mixed-Use aspects include:

- Two, 2-story 15,400 SF mixed use commercial/residential/office buildings along Hanna Lake (Phase 4: 30,800 SF total).
  - o Up to 30 additional multiple family apartment units on the second story of mixed-use buildings,
  - o Or, 30,800 SF commercial on second floor
  - o The mixed-use buildings second floor use will be determined based on highest and best use by end users, and may be residential or commercial in nature.

The Commercial aspect includes:

- Two, 1-story 6,250 SF commercial buildings along 68th Street (Phase 5: 12,500 SF total)

4. Private streets within the amended PUD meet dimensional requirements under the Zoning Ordinance.
5. The PUD will be developed according to the PUD Plan dated August 29<sup>th</sup>, 2024.
6. The Planning Commission held a public hearing on the PUD rezoning on June 27<sup>th</sup>, 2024.

## REVIEW FINDINGS

Based on the material and plans submitted, a review of the relevant portions of the Gaines Charter Township Zoning Ordinance (“the Zoning Ordinance”), the applicant’s presentations at the public hearing, Township Staff’s recommendation, and other factors, the Planning Commission hereby adopts the following findings:

### Section 11.1 Planned Unit Development General Review Standards

**A. Consistency with Master Plan and Zoning Ordinance:** meets standard. The main body of the proposed PUD is currently zoned Office-Service, Neighborhood Commercial, Residential-10, and Residential-14 at the south end. The Future Land Use Plan is future zoned as Village Center.

The Planning Commission finds that the Dutton Center PUD meets the vision for a Village Center development that integrates Village Residential, Neighborhood Commercial, Mixed-Use into a unified development. The overall PUD exhibits a variety of housing types, enables pedestrian access to businesses in Dutton, reinforces the economic development of Dutton in a positive manner by integrating into its historic fabric, and promotes compact residential single-family homes.

Proposed setbacks and uses for all phases of the PUD are as follow:

- A) Phase 1 Rear-Loaded Veranda Homes (V1-V14)
  - 1. Maximum building height = 35 ft. or 2 stories, whichever is less
  - 2. Minimum building to building separation (foundation wall to foundation wall) = 10 ft.
  - 3. Minimum porch to ROW Distance = 10 ft.
  - 4. Minimum garage (foundation wall) to alley pavement distance = 22 ft.
  - 5. Minimum distance from PUD boundary = 20 ft.
  
- B) Phase 1 Townhomes (TH1-47)
  - 1. Maximum building height = 35 ft. or 2 stories, whichever is less
  - 2. Minimum building to building separation (wall of foundation to wall of foundation) = 15'
  - 3. Minimum distance from PUD boundary = 20 ft.
  - 4. Minimum distance to single family lots = 25 ft. (proposed & existing adjacent)
  - 5. Minimum garage (foundation wall) to alley pavement distance = 22 ft.
  - 6. Minimum porch or building to ROW Distance = 10 ft.
  
- C) Phase 2 Single Family Detached Lots (Lots 1-51)
  - 1. Minimum lot width at front yard setback = 50 ft.
  - 2. Minimum lot size = 6,250 SF
  - 3. Maximum building height = 35 ft. or 2 stories, whichever is less
  - 4. Setbacks:
    - a) Front yard setback = Varies 25-30 ft.
    - b) Secondary front yard setback on corner lots = 15 ft.
    - c) Side yard setback = 5 ft.
    - d) Rear yard setback = 20 ft.
  
- D) Phase 3 Multiple Family Buildings (A1-A8)
  - 1. Maximum building height = 45 ft. or 3 stories, whichever is less, or 35 feet or 2 stories within 50 feet of PUD boundary
  - 2. Minimum distance to PUD boundary = 30 ft.
  - 3. Minimum distance to adjacent ROW = 10 ft.
  - 4. Minimum building to building separation (foundation wall to foundation wall) = 25 ft.
  - 5. Minimum dwelling unit size = 720 SF

- E) Phase 4 Mixed Use Buildings (MU1-MU2)
1. Maximum building height = 35 ft. or 2 stories, whichever is less
  2. Minimum distance to PUD boundary (excluding frontages) = 30 ft.
  3. Minimum distance to adjacent ROW = 10 ft.
  4. Minimum building to building separation (foundation wall to foundation wall) = 15 ft.
  5. Minimum dwelling unit size = 720 SF
  6. Allowable first story uses = permitted uses within the Office Service (OS) and Neighborhood Commercial zone (NC). Allowable second story uses = multiple family dwellings, permitted uses within the Office Service (OS) zone, and permitted uses within the Neighborhood Commercial zone (NC)
- F) Phase 5 Office/Commercial buildings (C1-C2)
1. Maximum building height = 25 ft. or 1 story, whichever is less
  2. Minimum distance to PUD boundary (excluding frontages) = 20 ft.
  3. Minimum distance to adjacent ROW = 10 ft.
  4. Minimum building to building separation (foundation wall to foundation wall) = 15 ft.
  5. Allowable uses = permitted uses within the Office-Service (OS) and Neighborhood Commercial district (NC)

**B. Aesthetics:** Meets standard. The applicant submitted proposed elevations that meet current ordinance standards for smaller single family detached and townhome buildings. Elevations of the apartment, mixed use, and commercial buildings have not been provided but will be provided and subject to site plan review when each phase is submitted for consideration. The developer intends to follow ordinance requirements for landscaping, screening, and signage based on the appropriate zoning for the specific commercial or residential context of the development.

**C. Compatibility with Adjacent Uses:** Meets standard. Mixed use and commercial buildings along the main roads follow the development pattern established historically and are in scale with existing businesses. Although there is not a similar residential development in the immediate area in terms of smaller lot sizes, it is residential development and is compatible with surrounding uses. It will integrate into the Thornapple Farms plat to the south seamlessly and create a logical transition between larger lots in the south portion and smaller ones in the north.

**D. Density:** Meets standard. The proposed PUD includes apartments, townhouses, and single-family detached homes on lots smaller than currently allowed in R-3 zoning. The Master Plan calls for density of townhouses and single-family detached homes in the Village Neighborhood context ranging from 8-14 units per acre, and the proposed net density for this project is 8.1 (which does not include roads, right-of-ways, open space, and water detention areas).

Village Center density would be anticipated to be potentially higher due to the integration of mixed-use buildings with apartments or condominiums. The Planning Commission has determined that the R-3/Village Neighborhood density is appropriate for the area designated as Village Center.



**E. Traffic:** Meets standard. The increase in residential parcels will certainly increase traffic along main roads leading to the development; combined with the Thornapple Farms plat, there will be up to 441 homes between both developments. A traffic study has been completed and reviewed by Kent County Road Commission to better understand the potential impacts of increased traffic in the area, and to develop plans to adequately manage the increase of residential traffic.

Sidewalks have been expanded and detailed on the revised plan and create good pathways for pedestrian access both internally and to surrounding road corridors.

Two main entrances are proposed, one on Hanna Lake about 630 feet south of the Hanna Lake/68th Street intersection, and one on Dutton Avenue, which will help disperse traffic entering the major roads. The Kent County Road Commission will determine necessary safety controls at those intersections.

**F. Protection of the Natural Environment:** Meets standard. The proposed project will be constructed on current agricultural land, and no natural features have been identified within the proposed PUD.

**G. Schools Impact:** Meets standard. The proposed project will certainly appeal to families, thus increases in the numbers of school-age children are likely. Three schools are located within walking distance to the development: Dutton Elementary (public), Dutton Christian Elementary (private), and Dutton Christian (private). It is likely that children will both walk and rely on parents driving or bussing to and from school. Pedestrian elements such as sidewalks will be located throughout the development, enabling school children to either walk directly or gather at bussing pick up points.

**H. Public Facilities:** The Planning Commission shall consider the impact a project will have on:

1. Public safety and protection services.
2. Water and sewer facilities.
3. The costs for such services.

Meets standards. The developer will install fire protection utilities approved by the Fire Inspector as the plans are developed to ensure adequate response times and access. Water and sewer utilities are currently available for the proposed PUD within the 68th Street and Hanna Lake Avenue rights-of-way. All utility work will be paid for by the developer.

**I. Water, Sewer, and Drainage Systems:** The developer has provided initial engineering plans for utility extensions that have been reviewed by the Township Engineer. All future and final development and utility plans will be subject to Township Engineering and Byron-Gaines Utility Authority review.

**J. Open Space:** Meets standard. No natural features exist on the site that have high recreational, aesthetic or wildlife value. A “wet” water retention pond will be constructed for stormwater management, and this will become an open space amenity since it will be circled by a paved footpath.

Other proposed public park spaces include:

1. Tot lot playground oriented for children ages 2-5 years old including a play structure, swings, and a balance bridge.

2. A sport court sized 60' by 105'. The brushed concrete court with painted lines will allow for basketball or up to three pickleball courts. Basketball hoops and pickleball nets will be modular and maintained by the property management organization.
3. A 12'x16' pavilion that will include picnic tables. The pavilion will incorporate white vinyl finishes.
4. A nearly 6,000 square foot dog park accessible for the most residentially dense portion of the project.

**K. Non-Motorized Transportation Network:** Meets standard. The 2010 Non-Motorized Plan does not designate any paths through the proposed PUD area. The approval of the Thornapple Farms plat will create a secondary road network that can serve as the basis for a marked bike path or trail to connect the PUD area to both Shadyside Park, and to the Paul Henry Thornapple Trail (via the dedicated path at Merrieville Court). Shared streets with bike path markers would be the minimum bike trail design. Staff recommends a condition that the developer define a specific trail with markers that directs cyclists towards Paul Henry Thornapple Trail.

#### **Section 25.6 Site Plan Review Standards**

**A. Adequacy of Information:** Meets Standard, with consideration. The site plan mostly complies with the ordinance requirements, with some proposed PUD modifications to be considered.

##### Buildings/structures/signs.

The proposed architectural layout and design of the “veranda” homes and townhouses is compatible with the surrounding area in terms of mass and scale. Townhouses are a relatively new building form in the area but are not out of place considering typical building height and size along 68<sup>th</sup> Street. Building materials are a combination of vinyl siding and manufactured stone and brick veneer.

Dumpster Enclosure. Trash management will be via individual rolling carts stored within each property.

Dimensional Requirements. Requested PUD setbacks are listed in Section 11.1 Planned Unit Development - General Review Standards (A), above. If these dimensional requirements are approved by the Township Board, this standard will be met.

Parking. For the rear load townhomes an attached 2-stall garage is incorporated along with a driveway that would permit parking for two additional cars. Up to four cars can be parked at each 3-bedroom unit. Parallel parking along the private street has been incorporated into the site design to serve townhouse residents and their guests.

The detached veranda homes incorporate a detached 2-stall garage and a driveway that would permit parking for two additional cars. Up to four cars can be parked at each unit.

Additional parallel parking has been added along Cloudcroft and Steamboat Streets (25 and 18 spaces respectively) for guests visiting residents.

Lighting. A lighting plan has been submitted in accordance with Section 18.5. The light poles are compliant with the height requirements at 14 feet.

Note that the lighting plan in the Phase 1 area meets requirements for R-3 zoning, but slightly exceeds R-10 standards (0.2 footcandles) along several building facades. Also, the Kelvin rating of the lighting is not specified; the Township recommends a maximum of 3700K LEDs for streetlights in residential areas.

Landscaping. A landscaping plan for Phase 1 was submitted in accordance with Section 16.3. Since Phase 1 covers both frontage and residential portions of the site plan, it will be evaluated per Sections 16.9 Front Yard and 16.13 Residential Landscaping. Subsequent phases will be evaluated based on current ordinance standards at the time of submittal.

Frontage landscaping along Dutton Avenue exceeds the required 297 points and is located within the required parkway. Street trees in the residential area are placed with appropriate spacing and are located within the required parkways. Appropriate screening is provided where the development abuts adjacent properties. Plant species selected for the development are varied and there is a focus on native Midwest species.

**B. Compliance with Township Master Plan:** Meets Standard. Please Review Standard 11.1 (A) above. The project is being proposed as a PUD, which leaves room for design flexibility to carry out the goals and intent of the Master Plan. The Planning Commission finds that the standards of review for Sections 11.1 and 25.6 are met, and compliance with the ordinance is achieved.

**C. Compliance with all Township Ordinances and Other Laws:** Meets standard, condition recommended. The applicant is required to secure all applicable township and outside agency approvals prior to site development, including the Township Engineer/Byron-Gaines Utility Authority, Fire Department, Kent County Road Commission, Kent County Drain Commission, and Department of Environment Great Lakes & Energy as needed.

**D. Configuration of Uses:** Meets standard. The proposed final PUD plan has been modified throughout the review process to meet the guidelines of the Gaines Charter Township 2023 Master Plan and the zoning ordinance standards.

**E. Preservation of Natural Features:** Meets standard. No notable natural features are present on the site. Some grade changes will need to be made, which will require a soil erosion and sedimentation control permit from the KCRC prior to the start of any site work. The proposed landscaping will help to keep the site in keeping with the general expectations for neighborhood development.

**F. Privacy:** Meets standard. The landscaping on the northern and eastern boundaries will provide reasonable privacy measures for adjacent properties.

**G. Safety:** Condition recommended. All site plans, along with measures for fire protection and access, are subject to review and approval by the Fire Inspector.



**H. Vehicular Circulation:** Meets standard, condition recommended. Traffic within the development will be served by private streets with four separate access points; Hanna Lake, Dutton Avenue, and two to the south into the Thornapple Farms plat. Within the development itself, the street plan has been designed to adequately move traffic internally. Roadway widths vary from 30 feet on Pileated (public) and Steamboat (public) to two 20-foot lanes on the divided Cloudcroft Street (private). Access alleys for the townhouses and Veranda homes are 20 feet wide.

All work within the public right-of-way and public roads must be approved by the Kent County Road Commission and adequacy of emergency vehicle access by the Fire Inspector.

**I. Pedestrian Circulation:** Meets Standard. The site plan has been designed to promote pedestrian circulation throughout the development. Each residential building is served by a sidewalk, and there are sidewalks on both sides of the street along the main streets.

Sidewalks are not planned for the rear sides of the homes where driveways lead into the homes (Palisades Street), or along Toggenburg Street. The Planning Commission has determined they are not required in those areas due to the number of driveways along those roads that would interrupt sidewalks at a very short interval making an uneven walking surface.

**J. Drainage:** Condition recommended. Stormwater will drain into the pond at the intersection of Pileated and Dutton Avenue where it will be held as a wet pond. Stormwater and utility plans are subject to review and approval by the Township Engineer.

**K. Traffic Impact:** Meets standard. A Traffic Study has been prepared that will allow the Kent County Road Commission to review driveway access to the development and will help determine if traffic controls are warranted.

**L. Hazardous Materials:** Not applicable.

**M. Public Health, Safety, or Welfare:** Meets standard. The site plan has been designed to promote the goals and intent of the zoning ordinance and master plan and is connected to utilities. Emergency services are practically across the street and can fully access the site. The landscaping plan will ensure an aesthetically pleasing mixed-use development, and the residential house plans are in keeping with appropriate architectural styles.

### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission has determined that the preceding findings support the approval of the Dutton Center PUD rezoning and site plan.

Planning Commission recommends that PUD rezoning approval is subject to the following conditions:

1. Site plan approval for Phase 1 is contingent on receiving approval for the PUD rezoning by the Township Board of Trustees.
2. Phases 2 (plat), 3, 4, and 5 shall be subject to the final site plan review process by the Planning Commission.
3. Secure all Township department and outside agency approvals:
  - a. Township Engineer/BGUA.
  - b. Fire Department.
  - c. Kent County Road Commission (SESC), if applicable.
  - d. Kent County Drain Commission, if applicable.
  - e. Environment, Great Lakes and Energy, if applicable.

The vote on the motion to adopt this Resolution and Conditions of approval was as follows:

|                 |             |
|-----------------|-------------|
| <b>YES:</b>     | <u>ALL</u>  |
| <b>NO:</b>      | <u>NONE</u> |
| <b>ABSTAIN:</b> | <u>NONE</u> |

**RESOLUTION DECLARED:**

### CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Planning Commission at a meeting held on September 26<sup>th</sup>, 2024.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lani Thomas".

Lani Thomas, Secretary  
Gaines Charter Township  
Planning Commission

Dated: September 26, 2024





## MEMO

### Staff Communication

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DATE: October 14<sup>th</sup>, 2024

TO: Gaines Charter Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Dutton Mill Village PUD Amendment for 3495 68th Street SE (Marathon Gas)

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#### SUMMARY OF TOPIC:

The applicant requests to build an addition for a refrigerated walk-in cooler at the Marathon Gas Station at 3495 68th Street, which is part of the Dutton Mill Village Planned Unit Development. The addition would extend into what would normally be a 25-foot rear setback from the property line in General Commercial, and create a 15.3-foot setback, thus the need for a PUD amendment and site plan review.

The current building is 3,200 square feet and lies 43.1 feet from the northern property line which conforms with a general 25-foot setback requirement for General Commercial. The proposed 28x50 foot (1,400 square feet) addition would extend 28 feet to the north, narrowing the rear setback to 15.3 feet. This would be close to the side setback on the east side of the building which is 16.7 feet. The addition would not extend into the access easement that lies on both the east and north side of the building, but would bring it immediately adjacent.

#### Surrounding zoning:

|                           |                               |                      |
|---------------------------|-------------------------------|----------------------|
|                           | NORTH: PUD/Commercial         |                      |
| WEST: Dutton Fire Station | SUBJECT PARCELS               | EAST: PUD/Commercial |
|                           | SOUTH: 68th Street/Commercial |                      |

#### FINANCIAL IMPACT:

The amendment is not anticipated to have a negative financial impact on the Township. Costs associated with the review process are borne by the applicant through administrative and escrow review fees. Water and sewer connections will be at the expense of the developer. Tax revenue will increase with the commercial improvements to the property.

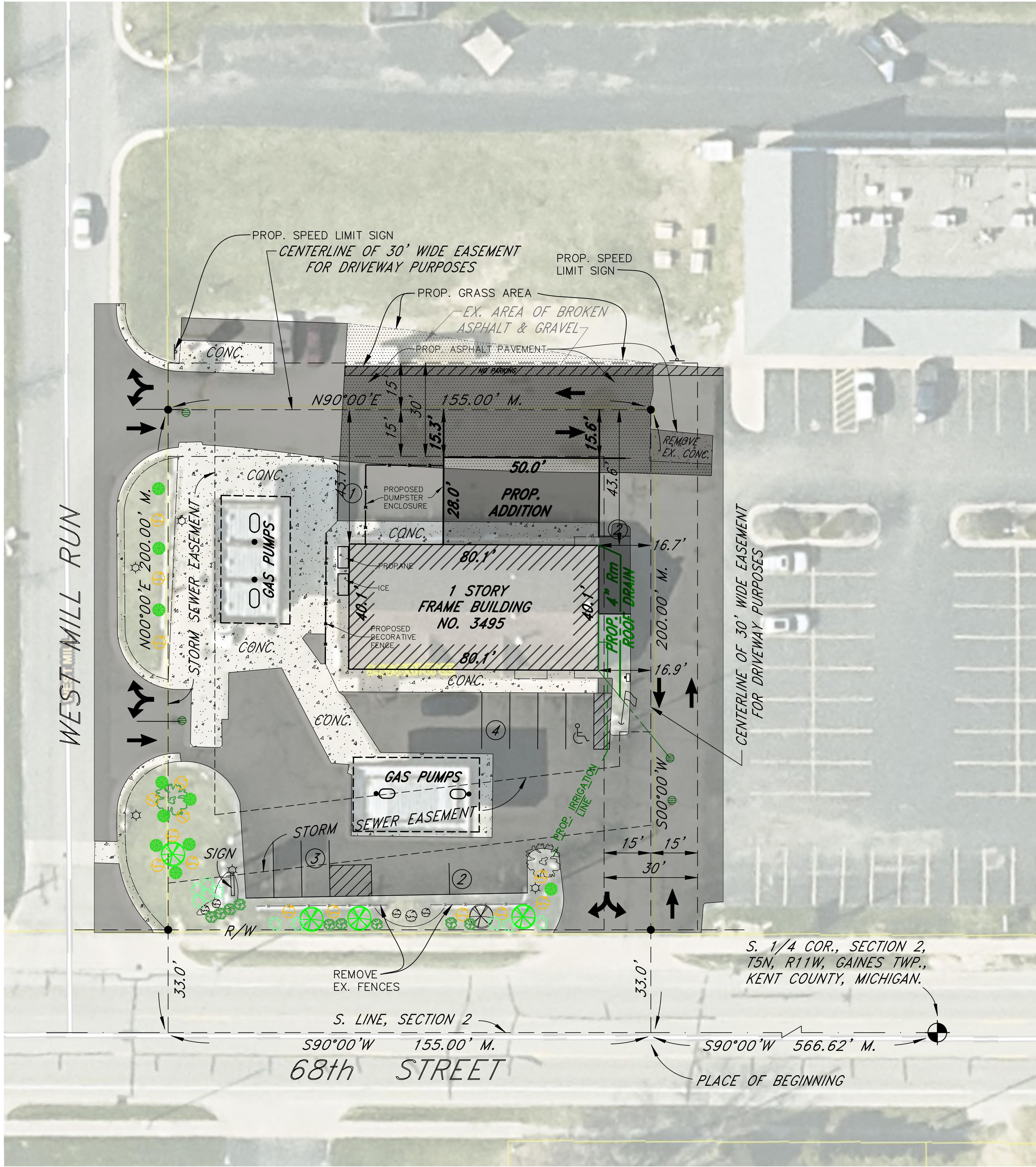
#### REVIEW:

The Planning Commission reviewed the PUD amendment request and recommended approval of the PUD amendment on August 22<sup>nd</sup>, 2024, finding that the proposal met all standards under the zoning ordinance.

#### STAFF RECOMMENDATION:

After considering public comments, staff recommends the Township Board consider approval of the PUD amendment.





LANDSCAPE REQUIREMENTS:

FRONT YARD LANDSCAPING  
POINTS THAT MUST BE ACHIEVED FOR FRONT YARDS IS OVERALL LENGTH DIVIDED BY 2.

PARKING LOT LANDSCAPING  
POINTS THAT MUST BE ACHIEVED FOR PARKING LOTS SHALL BE (1.5) TIMES THE TOTAL NUMBER OF PARKING SPACES. PARKING AREAS IN THE REAR YARD AND NOT ADJACENT TO STREET SHALL BE (0.75) OF THE TOTAL NUMBER OF PARKING SPACES. THE POINTS MAY BE ACHIEVED THROUGH THE USE F ANY COMBINATION OF TREES, GROUND COVER, AND/OR SHRUBS. IN PARKING LOTS LESS THAN 100 SPACES, THE LANDSCAPING MAY BE PLACED WITHIN INTERIOR CURBED ISLANDS AND/OR WITHIN (10) FEET OF THE PERIMETER OF THE PARKING LOT.

PROPOSED LANDSCAPING:

FRONT YARD LANDSCAPING:  
ALONG 68TH STREET FRONTAGE: 155'/2 = 78 POINTS  
ALONG WEST MILL RUN FRONTAGE: 200'/2 = 100 POINTS

PARKING LOT LANDSCAPING:  
PARKING SPACES IN FRONT YARD: 10 SPACES x 1.5 = 15 POINTS  
PARKING SPACES IN REAR YARD: 3 SPACES x 0.75 = 2 POINTS

SHOWN:  
EXISTING LANDSCAPING:  
(2) TREES = 16 POINTS CREDIT  
(5) SHRUBS = 12 POINTS CREDIT  
PROPOSED LANDSCAPING:  
(4) TREES = 32 POINTS  
(27) EVERGREEN SHRUBS = 81 POINTS  
(20) DECIDUOUS SHRUBS = 38 POINTS  
TOTAL PROPOSED POINTS = 179

LANDSCAPING LEGEND:

- 1 Canopy Tree 2" caliper  
Red Sunset Maple
  - 4 Ornamental Tree 2" caliper  
Dogwood
  - 17 Shrubs 2'H  
Boxwood
  - 11 Arrowwood Viburnum
  - 10 Lime Glow Juniper
  - 9 Red Twig Dogwood
- ex shrub ex trees

PROPERTY DESCRIPTION:

PPN# 41-22-02-377-006  
3495 68th Street SE Caledonia, MI 49316  
Owner: Dutton Property LLC

That part of the Southwest 1/4, Section 2, T5N, R11W, Gaines Township, Kent County, Michigan, described as: BEGINNING at a point on the South line of Section 2, which is South 90°00' West 566.62 feet from the South 1/2 corner of Section 2; thence South 90°00' West 155.00 feet along the South line of Section 2; thence North 00°00' East 200.00 feet along the East line of West Mill Run; thence North 90°00' East 155.00 feet; thence South 00°00' West 200.00 feet to the place of beginning. Subject to and together with an easement for driveway purposed which is described as: Commencing at the South 1/4 corner of Section 2; thence South 90°00' West 721.62 feet along the South line of Section 2; thence North 00°00' East 200.00 feet along the East line of West Mill Run to the PLACE OF BEGINNING of the centerline of a 30 foot wide strip of land; thence North 90°00' East 155.00 feet; thence South 00°00' West 167.00 feet to the North line of 68th Street and the place of ending of the centerline of said 30 foot wide strip of land. Also subject to an easement for storm sewer described as: Commencing at the South 1/4 corner of Section 2; thence North 00°00' East 48.00 feet to the PLACE OF BEGINNING of this description; thence North 00°00' East 152.00 feet along the East line of West Mill Run; thence North 90°00' East 15.00 feet; thence South 00°00' West 130.06 feet; thence North 83°10' East 130.93 feet; thence North 00°00' East 11.06 feet; thence North 90°00' East 10.00 feet; thence South 00°00' West 30.00 feet; thence South 83°10' West 156.11 feet to the place of beginning.

Contains 31,000 SF or 0.71 Acres

REQUIREMENTS:

1. PROJECT DESCRIPTION: BUILDING ADDITION ON THE NORTH SIDE OF THE EXISTING BUILDING.

EX. ZONING: PUD

SETBACKS: (C-2) GENERAL COMMERCIAL  
FRONT: 25'  
SIDE: 15' (NOT ADJACENT TO RESIDENTIAL)  
REAR: 25' (NOT ADJACENT TO RESIDENTIAL)

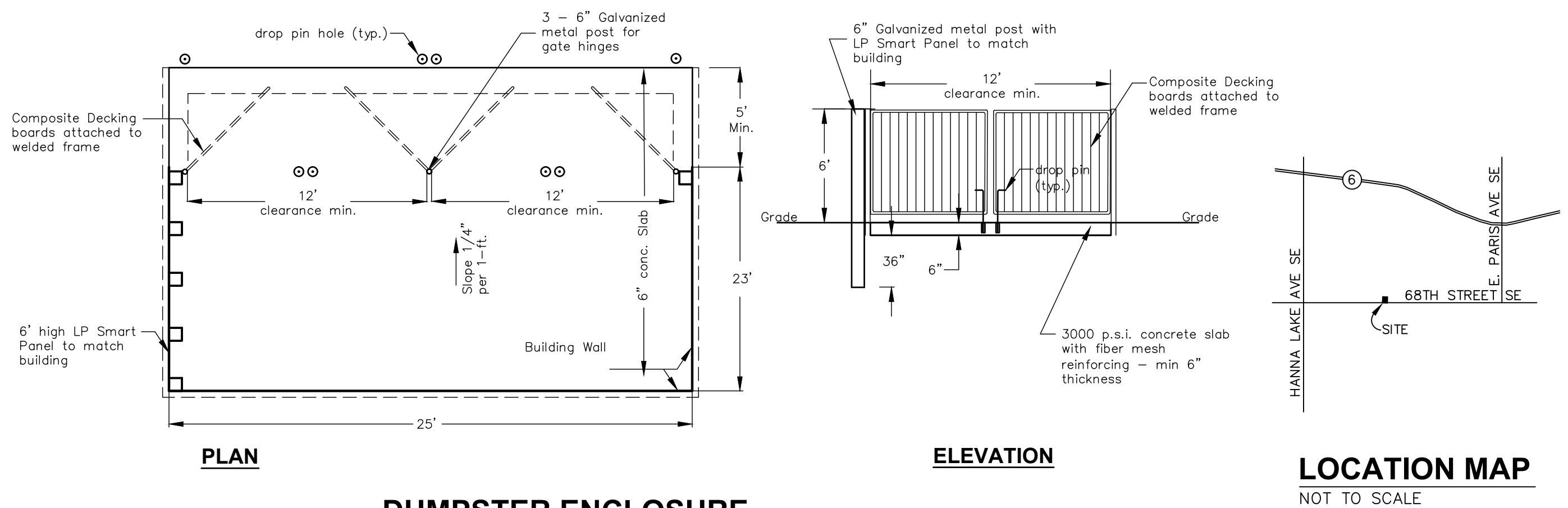
2. SIGNAGE: THERE ARE NO PROPOSED CHANGES TO THE EXISTING SIGNAGE AT THIS TIME, ANY FUTURE SIGNAGE SHALL MEET THE REQUIREMENTS OF CHAPTER 17 OF THE GAINES TOWNSHIP ZONING ORDINANCE.

STORMWATER NOTE:

1. There is no net increase in the impervious surfaces, so no stormwater calculations are necessary for this re-development.

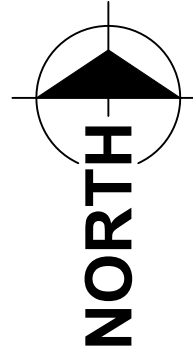
GENERAL NOTES:

- All utilities shown are approximate locations derived from actual measurements and available records. They should not be interpreted to be the exact locations nor should it be assumed that they are the only utilities in the area.
- All work shall comply with applicable requirements or the local code, ordinances and accident/fire preventions regulations.
- Remove all demolition materials and debris from the site and dispose of properly offsite.
- Do not bury any debris, roots, topsoil or other materials.
- Adequately protect the site, adjoining property, and utility services.
- Contractor shall field verify all utilities prior to commencing work on new utility connections.
- Install all utilities in accordance with local specifications and requirements.
- Contractor shall be responsible for obtaining necessary permits for work in right-of-way and on any utility connections or abandonments.
- Damage to existing utilities by the contractor shall be repaired at the contractor's expense.



DUMPSTER ENCLOSURE

NOT TO SCALE



SCALE: 1" = 20'

PLAN DATE 8/30/2024

LEGEND

|      |                    |                        |
|------|--------------------|------------------------|
| T    | TOWN               | SECTION CORNER         |
| R    | RANGE              | SET CAPPED IRON        |
| N    | NORTH              | FOUND IRON OR NAIL     |
| S    | SOUTH              | STORM SEWER MANHOLE    |
| E    | EAST               | SANITARY SEWER MANHOLE |
| W    | WEST               | CATCH BASIN            |
| SEC. | SECTION            | HYDRANT                |
| POB  | POINT OF BEGINNING | VALVE                  |
|      |                    | UTILITY POLE           |
|      | PROPOSED BLACKTOP  | GUY WIRE               |
|      | PROPOSED CONCRETE  | LIGHT POLE             |
|      | EXISTING BLACKTOP  | WALL MOUNTED LIGHT     |
|      | EXISTING CONCRETE  | PEDESTAL               |
|      | BUILDING           | TRANSFORMER            |
|      |                    | SIGN                   |

SITE PLAN

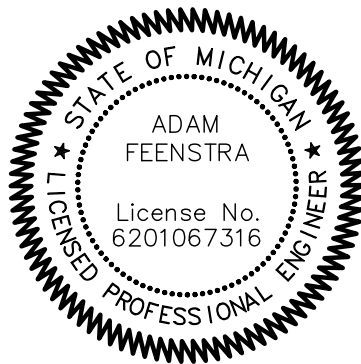
3495 68TH AVE CALEDONIA MI

FOR: DUTTON BP LLC  
3495 68TH STREET SE  
CALEDONIA, MI 49316

PART OF THE SOUTHWEST 1/4, SECTION 2, T5N, R11W,  
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

**Feenstra**  
& Associates, Inc.  
CIVIL ENGINEERS & SURVEYORS  
3145 Prairie St SW Phone: 616.457.7050  
Grandville, MI 49418 www.feenstrainc.com

C1





CHARTER TOWNSHIP OF GAINES  
COUNTY OF KENT, MICHIGAN

**RESOLUTION NO. 2024- \_\_\_\_\_**  
**DUTTON MILL VILLAGE PUD AMENDMENT**

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a regular 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 Board Member \_\_\_\_\_ and supported by Board Member \_\_\_\_\_ to document the findings and the approval by the Gaines Charter Township Board of Trustees ("Township Board") regarding a request made by Adam Bryant, Irish Design & Build Inc. for Dutton BP, LLC to consider an amendment to the Dutton Mill Village Planned Unit Development (PUD) for 3495 68th Street SE (parcel number 41-22-02-377-006).

**STATEMENT OF FINDINGS**

**Section I General Background:**

1. The Township Board is authorized to review, approve, and amend Planned Unit Developments (PUD).
2. The parcel within the Dutton Mill Village PUD is legally described as:

PART OF E 1/2 SW 1/4 COM 566.62 FT 90D 00M W ALONG S SEC LINE FROM S 1/4 COR TH 90D 00M W ALONG S SEC LINE 155.0 FT TO E LINE OF WEST MILL RUN /76 FT WIDE/ TH N 0D 00M ALONG SD E LINE 200.0 FT TH 90D 00M E 155.0 FT TH S 0D 00M 200.0 FT TO BEG \* SEC 2 T5N R11W 0.71 A.

3. The PUD amendment will include: construction of a 28x50 foot, 1,400 square foot addition for a refrigerated walk-in cooler, and associated site improvements including new landscaping, repaving degraded asphalt, adding drive land marking, and on-site trash facilities.
4. The parcel will be developed according to the PUD site plan dated August 30<sup>th</sup>, 2024.
5. The Planning Commission held a public hearing on the PUD amendment on July 25th, 2024.

Township Board Resolution No. 2024-\_\_\_\_\_  
Dutton Mill Village PUD Amendment  
\_\_\_\_\_, 2024



7. On September 26<sup>th</sup>, 2024, the Planning Commission approved Resolution No. PC 24-09-02, which approved the site plan and recommended approval of the PUD amendment to the Township Board of Trustees.

## **SECTION II FINDINGS:**

Based on the material and plans submitted, a review of the relevant portions of the Gaines Charter Township Zoning Ordinance (“the Zoning Ordinance”), the applicant’s presentations at the public hearing, and Township Staff’s recommendation, and other factors, the Planning Commission and the Township Board of Trustees hereby adopts the following findings:

### **Zoning Ordinance Section 11.1 Planned Unit Development General Review Standards**

**A. Consistency with Master Plan and Zoning Ordinance:** Meets standard. The parcel is currently zoned Planned Unit Development, so setbacks are determined by the approval of the Board of Trustees. The use of the property as a gas station and party store would be permitted in General Commercial zoning, which is the equivalent zoning category for the overall PUD.

**B. Aesthetics:** Meets standard. Several changes to the site plan have been made since Dutton Mill Village was approved in 1981 that reduced the amount of green space on the gas station site. The landscaping approved in 1981 has not been maintained, but the applicant has provided a plan to make landscaping improvements to the property that meets current zoning requirements.

**C. Compatibility with Adjacent Uses:** Meets standard. The immediate surrounding uses are commercial and civic. The Future Land Use Plan for the surrounding area is commercial.

**D. Density:** Meets standard. There is no minimum lot area, coverage ratio, or width requirement in the General Commercial zone.

**E. Traffic:** Traffic has adequate ingress/egress from the parcel, and adequate circulation within. The applicant has indicated they will be adding “turn arrow” striping at the exit points on West Mill Run that will help direct drivers into specific lanes to help avoid conflicts.

On the north side of the building asphalt is degraded and potholed. The applicant indicates that this area will be resurfaced, and this should be a condition of approval.

The Planning Commission determined that the building addition could be brought to the edge of the 30-foot access easement immediately north of the building as it is wide enough for emergency vehicle access.

**F. Protection of Natural Environment:** Not Applicable. No natural features are present on the site.

**G. Schools:** Not Applicable. The project will have no effect on schools.

**H. Public Facilities:** Meets standards. Overall, the project will have no impact on public services or utilities.

**I. Water, Sewer, and Drainage Systems:** Meets standard. The Township Engineer has reviewed the project and has no concerns.

**J. Open Space:** Not Applicable.

**K. Non-Motorized Transportation Network:** Not Applicable.

#### **Zoning Ordinance Section 25.6 Site Plan Review Standards**

**A. Adequacy of Information:** Meets standard, condition recommended. A site plan and scaled building elevations have been submitted for review and all the required information has been provided.

**Dimensional Requirements:** Since the building is in a PUD, there is some flexibility in dimensional requirements, but the proposed addition is similar in height to the existing building and is at the rear, so it won't alter the overall look of the site, nor exceed typical height limits.

**Parking:** Twelve parking spaces are provided on site, and there is plenty of parking in the lot immediately to the east. The Planning Commission determined that twelve spaces is adequate, and permits a reduction from the standards contained in Section 15.2 as it has determined that the requirements of this Chapter would result in an unneeded number of spaces.

**Dumpsters:** The site plan indicates that a screened enclosure has been added on the north side of the building that will adequately screen trash dumpsters.

**Signage:** No change to signage is proposed. Signage must conform to General Commercial sign regulation.

**Lighting:** No change to lighting is proposed. New lighting must conform to General Commercial lighting regulation.

**Landscaping:** In total, one shade tree, 4 ornamental trees, and 47 shrubs will be added to the 68th Street and West Mill Run frontages. 178 points of landscaping are required and 179 are provided.

**B. Compliance with Township Master Plan:** Meets standard. The 2023 Future Land Use Plan anticipates General Retail and Services on this parcel. See Standard 11.1 (A) above.

**C. Compliance with all Township Ordinances and Other Laws:** Meets standard. The Fire Inspector and Township Engineer have reviewed the plans and have no concerns.

**D. Configuration of Uses:** Meets Standard. Short of reducing the overall size, Staff believes that the project has been designed to allow for reasonable use of the property while not impacting adjoining and nearby properties.

**E. Preservation of Natural Features:** Not applicable.

**F. Privacy:** Meets standard. The proposed landscaping will help to screen the view of the site from adjacent properties to the south.

**G. Safety:** Meets standard. The Fire Inspector has reviewed the plans, and no issues were identified.

**H. Vehicular Circulation:** Meets standard. The gas station will be accessed by existing curb cuts on 68th and West Mill Run. Turn markers will be painted at egress/ingress points.

**I. Pedestrian Circulation:** Meets standard. No changes to sidewalks are proposed.

**J. Drainage:** Not applicable.

**K. Traffic Impact:** Meets standard. No adverse traffic impacts are anticipated.

**L. Hazardous Materials: Meets standard.** The Fire Inspector has reviewed the plans, and no issues were identified.

**M. Public Health, Safety, or Welfare:** Meets standard. The proposed site development is not anticipated to negatively impact adjacent properties, natural resources, or the future development of the area.

### Section III Conditions

Planning Commission recommended, and the Township Board concurs, that PUD amendment approval is subject to the following conditions:

1. The parking requirement is waived, and 12 parking spaces be permitted for the site.
2. Signage and lighting for the site will be regulated under General Commercial zoning ordinance.
3. Asphalt on the north side of the addition must be resurfaced as indicated on the site plan.

### TOWNSHIP BOARD ACTION

The Gaines Charter Township Board of Trustees has determined that the preceding findings and conditions are reasonable considerations for approval of the PUD amendment request. Based on the above findings and conclusions, the Township Board approves Ordinance 2024-\_\_\_\_\_, granting approval of the requested amendment to the Dutton Mill Village PUD.

The vote on the Motion to Adopt this Resolution was as follows:

**YES:** \_\_\_\_\_

**NO:** \_\_\_\_\_

### RESOLUTION DECLARED ADOPTED

Township Board Resolution No. 2024-\_\_\_\_\_  
Dutton Mill Village PUD Amendment  
\_\_\_\_\_, 2024



**CERTIFICATION**

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

Respectfully submitted,

\_\_\_\_\_  
Rob DeWard, Supervisor  
Charter Township of Gaines

\_\_\_\_\_  
Michael Brew, Clerk  
Charter Township of Gaines

Dated: \_\_\_\_\_, 2024

Township Board Resolution No. 2024-\_\_\_\_\_  
Dutton Mill Village PUD Amendment  
\_\_\_\_\_, 2024

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

**ORDINANCE NO. 2024-**  

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

**Members Present:**

**Member Absent:**

The following ordinance was offered for adoption by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_ to document the findings and approval of the Gaines Charter Township Board of Trustees regarding a request made by Adam Bryant, Irish Design & Build Inc. for Dutton BP, LLC to consider an amendment to the Dutton Mill Village Planned Unit Development (PUD) for 3495 68th Street SE (parcel number 41-22-02-377-006).

**AN ORDINANCE TO APPROVE AMENDMENT TO  
THE DUTTON MILL VILLAGE PUD**

THE CHARTER TOWNSHIP OF GAINES (the "Township") ORDAINS:

Section 1. Final PUD Plan and PUD Rezoning. The Gaines Charter Township Board of Trustees approves the PUD amendment per the site plan dated August 30<sup>th</sup>, 2024.

Section 2. Findings. The PUD amendment will include: construction of a 28x50 foot, 1,400 square foot addition for a refrigerated walk-in cooler, and associated site improvements including new landscaping, repaving degraded asphalt, adding drive land marking, and on-site trash facilities.

Section 3. Effective Date. This Ordinance shall become effective seven (7) days after a summary is published in a newspaper of general circulation within the Township.

Township Board Ordinance No. 24-    
Dutton Mill Village PUD Amendment  
 , 2024

The vote in favor of this Ordinance was as follows:

**YEAS:** \_\_\_\_\_  
\_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
\_\_\_\_\_  
**ABSENT/ABSTAIN:** \_\_\_\_\_

**ORDINANCE DECLARED ADOPTED**

**CERTIFICATION**

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

Respectfully submitted,

By \_\_\_\_\_

**Michael Brew**

Gaines Charter Township Clerk



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

**RESOLUTION NO. PC-24-09-02  
DUTTON MILL VILLAGE PUD AMENDMENT**

The following Resolution was offered and adopted by the Gaines Charter Township Planning Commission at a regular meeting held on September 26<sup>th</sup>, 2024 at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

**Members Present:** Giarmo, Waayenberg, Wiersema, Thomas, Haagsma, Rober, Billips

**Member Absent:** None

The following Resolution was offered for adoption by Planning Commissioner Rober and supported by Planning Commissioner Thomas to document the findings and the approval by the Gaines Charter Township Planning Commission ("PC") regarding a request made by Adam Bryant, Irish Design & Build Inc. for Dutton BP, LLC to consider a site plan and amendment to the Dutton Mill Village Planned Unit Development (PUD) for 3495 68<sup>th</sup> Street SE (parcel number 41-22-02-377-006).

**STATEMENT OF FINDINGS**

**Section I General Background:**

1. The Planning Commission is authorized to review site plans and recommend approval or denial for Planned Unit Development site plan amendments to the Township Board of Trustees for consideration.
2. The parcel is legally described as:

PART OF E 1/2 SW 1/4 COM 566.62 FT 90D 00M W ALONG S SEC LINE FROM S 1/4 COR TH 90D 00M W ALONG S SEC LINE 155.0 FT TO E LINE OF WEST MILL RUN /76 FT WIDE/ TH N OD 00M ALONG SD E LINE 200.0 FT TH 90D 00M E 155.0 FT TH S OD 00M 200.0 FT TO BEG \* SEC 2 T5N R11W 0.71 A.
3. The amendment will include: construction of a 28x50 foot, 1,400 square foot addition for a refrigerated walk-in cooler, and associated site improvements including new landscaping, repaving degraded asphalt, adding drive land marking, and on-site trash facilities.
4. The PUD will be developed according to the PUD Plan dated August 30<sup>th</sup>, 2024.

5. The Planning Commission held a public hearing on the PUD amendment on July 25<sup>th</sup>, 2024.

## REVIEW FINDINGS

Based on the material and plans submitted, a review of the relevant portions of the Gaines Charter Township Zoning Ordinance (“the Zoning Ordinance”), the applicant’s presentations at the public hearing, Township Staff’s recommendation, and other factors, the Planning Commission hereby adopts the following findings:

### PUD AMENDMENT STANDARDS

The PUD amendment request has been reviewed using the applicable review standards of Section 11.1, Planned Unit Development - General Review Standards. Additional information is included over the following pages concerning review considerations and standards.

**A. Consistency with Master Plan and Zoning Ordinance:** Meets Standard. The parcel is currently zoned Planned Unit Development, so setbacks are determined by the approval of the Board of Trustees. The use of the property as a gas station and party store would be permitted in General Commercial zoning, which is the equivalent zoning category for the overall PUD.

**B. Aesthetics:** Meets standard. Several changes to the site plan have been made since Dutton Mill Village was approved in 1981 that reduced the amount of green space on the gas station site. The landscaping approved in 1981 has not been maintained, but the applicant has provided a plan to make landscaping improvements to the property that meets current zoning requirements.

**C. Compatibility with Adjacent Uses:** Meets standard. The immediate surrounding uses are commercial and civic. The Future Land Use Plan for the surrounding area is commercial.

**D. Density:** Meets standard. There is no minimum lot area, coverage ratio, or width requirement in the General Commercial zone.

**E. Traffic:** Meets standard, condition recommended. Traffic has adequate ingress/egress from the parcel, and adequate circulation within. The applicant has indicated they will be adding “turn arrow” striping at the exit points on West Mill Run that may help direct drivers into specific lanes to help avoid conflict, but no striping is proposed onto 68<sup>th</sup> Street.

On the north side of the building asphalt is degraded and potholed. The applicant indicates that this area will be resurfaced, and this should be a condition of approval.

The Planning Commission determined that the building addition could be brought to the edge of the 30-foot access easement immediately north of the building as it is wide enough for emergency vehicle access.

**F. Protection of Natural Environment:** Not Applicable. No natural features are present on the site.

**G. Schools:** Not Applicable. The project will have no effect on schools.

**H. Public Facilities:** Meets standard. Overall, the project will have no impact on public services or utilities.

**I. Water, Sewer, and Drainage Systems:** Meets standard. The Township Engineer has reviewed the project and has no concerns.

**J. Open Space:** Not Applicable.

**K. Non-Motorized Transportation Network:** Not Applicable.

#### **SITE PLAN REVIEW STANDARDS**

The request has been reviewed using the applicable review standards of Section 25.6 Site Plan Review. Additional information is included on the following pages concerning site plan review considerations and standards.

**A. Adequacy of Information:** Meets standard, condition recommended. A site plan and scaled building elevations have been submitted for review and all the required information has been provided.

Dimensional Requirements: Since the building is in a PUD, there is flexibility in dimensional requirements, but the proposed addition is similar in height to the existing building and is at the rear, so it won't alter the overall look of the site, nor exceed commercial height limits.

Parking: Twelve parking spaces are provided on site, and there is plenty of parking in the lot immediately to the east. The Planning Commission determined that twelve spaces is adequate, and permits a reduction from the standards contained in Section 15.2 as it has determined that the requirements of this Chapter would result in an unneeded number of spaces.

Dumpsters: The site plan indicates that a screened enclosure has been added on the north side of the building that will adequately screen trash dumpsters.

Signage: No change to signage is proposed. Signage must conform to General Commercial sign regulation.

Lighting: No change to lighting is proposed. New lighting must conform to General Commercial lighting regulations.

Landscaping: In total, one shade tree, 4 ornamental trees, and 47 shrubs will be added to the 68<sup>th</sup> Street and West Mill Run frontages. 178 points of landscaping are required and 179 are provided.

**B. Compliance with Township Master Plan:** Meets standard. The 2023 Future Land Use Plan anticipates General Retail and Services on this parcel. See Standard 11.1 (A) above.

**C. Compliance with all Township Ordinances and Other Laws:** Meets standard. The Fire Inspector and Township Engineer have reviewed the plans and have no concerns.



**D. Configuration of Uses:** Meets standard. Short of reducing the overall size, staff believes that the project has been designed to allow for reasonable use of the property while not impacting adjoining and nearby properties.

**E. Preservation of Natural Features:** Not applicable.

**F. Privacy:** Meets standard. The proposed landscaping will help to screen the view of the site from adjacent properties.

**G. Safety:** Meets standard. The Fire Inspector has reviewed the plans, and no issues were identified.

**H. Vehicular Circulation:** Meets standard. The gas station will be accessed by existing curb cuts on 68<sup>th</sup> and West Mill Run. Turn markers will be painted at egress/ingress points.

**I. Pedestrian Circulation:** Meets standard. No changes to sidewalks are proposed.

**J. Drainage:** Not applicable.

**K. Traffic Impact:** Meets standard. No adverse traffic impacts are anticipated.

**L. Hazardous Materials:** Meets standard. The Fire Inspector has reviewed the plans, and no issues were identified.

**M. Public Health, Safety, or Welfare:** Meets standard. The proposed site development is not anticipated to negatively impact adjacent properties, natural resources, or the future development of the area.

### PLANNING COMMISSION RECOMMENDATION

The Planning Commission has determined that the preceding findings support the approval of the Dutton Center PUD amendment and site plan dated August 30<sup>th</sup>, 2024.

Planning Commission recommends that PUD amendment approval is subject to the following conditions:

1. The parking requirement is waived, and 12 parking spaces be permitted for the site.
2. Signage and lighting for the site will be regulated under General Commercial zoning ordinance.
3. Asphalt on the north side of the addition must be resurfaced as indicated on the site plan.

The vote on the motion to adopt this Resolution and Conditions of approval was as follows:

**YES:** Giarmo, Rober, Thomas, Billips, Wiersema, Waayenberg

**NO:** Haagsma

**ABSTAIN:** None

**RESOLUTION DECLARED:**

**CERTIFICATION**

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Planning Commission at a meeting held on September 26<sup>th</sup>, 2024.

Respectfully submitted,



Lani Thomas, Secretary  
Gaines Charter Township  
Planning Commission

Dated September 26, 2024



## MEMO

### Staff Communication

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DATE: October 14<sup>th</sup>, 2024

TO: Gaines Charter Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Hoffman Meadows Phase 2 Final Plat

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#### SUMMARY OF TOPIC:

The applicant requests approval of the Final Plat for Phase 2 of Hoffman Meadows. Phase 2 is 15.36 acres and includes 55 single-family detached home lots (numbers 41-95). The Gaines Charter Township Board of Trustees gave final preliminary approval for Phase II at a regular meeting held on April 8<sup>th</sup>, 2024.

Surrounding zoning:

|                   |                  |                                               |
|-------------------|------------------|-----------------------------------------------|
|                   | NORTH: RL-10/PUD |                                               |
| WEST: RL-10/RL-14 | SUBJECT PARCEL   | EAST: PUD (Sienna<br>Pointe/Alexander Trails) |
|                   | SOUTH: RL-14     |                                               |

#### FINANCIAL IMPACT:

The project is not anticipated to have a negative financial impact on the Township. The applicant bears costs associated with the review process through administrative and escrow review fees. Water and sewer extension and connections, road construction, and stormwater management improvements will be at the expense of the developer. Tax revenue will increase with the improvement of the property.

**BUDGET ACTION REQUIRED:**

N/A.

**REVIEW:**

This project is subject to review against the following requirements and standards:

- GCTZO Section 6.3 Development Standards and GCT Code of Ordinances Section 22-62 Compliance with Zoning Regulations
- GCTZO Section 6.4 Additional Requirements for Plats & Site Condominium Developments
- GCTZO Section 16.13 Residential Landscaping
- GCT Code of Ordinances, Section 22-63 Sidewalks
- GCT Code of Ordinances, Section 22-64 Street Lighting
- GCT Code of Ordinances Section 22- 65 Public Utilities

**1. GCTZO Section 6.3 Development Standards and GCT Code of Ordinances Section 22-62 Compliance with Zoning Regulations**

Single-family lots in RL-10 must be a minimum of 10,000 square feet in area and 80 feet in width. Setbacks for single-family and two-family lots in RL-10 are 35 feet for the front and rear and eight feet for the sides. The lots are sufficient in size, width, and shape for homes to meet required setbacks. The street layout, number of lots, and lot arrangement layout as presented generally reflect the configuration reviewed during the preliminary plat approval process.

**2. GCTZO Section 6.4 Additional Requirements for Plats & Site Condominium Developments**

Section 6.4 A requires that a final plat incorporates a variety of house models. Since the development is proposed to have over 50 units, a minimum of five house models is required. Each house model shall have multiple characteristics that clearly distinguish it from the other house models, such as different exterior materials, rooflines, garage placement, architectural style, number of stories, and/or building face. Review of house models and future variations be an administrative responsibility during the zoning and building permitting process.

**3. GCTZO Section 16.13 Residential Landscaping**

Section 16.13 A requires that all platted subdivisions include one canopy tree for every 80 feet of road frontage. Street trees must be placed in accordance with Section 16.13 and the requirements of the Kent County Road Commission. This requirement will be enforced when individual homes are constructed.



4. GCT Code of Ordinances, Section 22-63 Sidewalks

In accordance with Section 22-63, sidewalks must be installed by the proprietor as specified by Township ordinance or as otherwise required by the Township Board or its designated Township official or body. Sidewalks shall be constructed per the Township's sidewalk construction protocol.

5. GCT Code of Ordinances, Section 22-64 Street Lighting

In accordance with Section 22-64, the developer has requested a Street Light Assessment District prior to building permits being issued by the Township.

- The number and location of streetlights are to be determined by Consumers Energy for each phase of development.
- The developer must provide the necessary funds for installation within 30 days of Gaines Charter Township issuing an invoice for the installation costs.

6. GCT Code of Ordinances Section 22- 65 Public Utilities

All infrastructure shall be completed or guaranteed to be completed with bonds. The Township Engineering and Community Development Department shall ensure that all bonds are in place as a condition of final plat approval, if necessary.

**STAFF RECOMMENDATION:**

Final Plat approval is recommended with the following conditions:

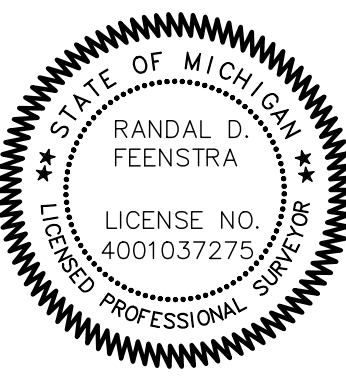
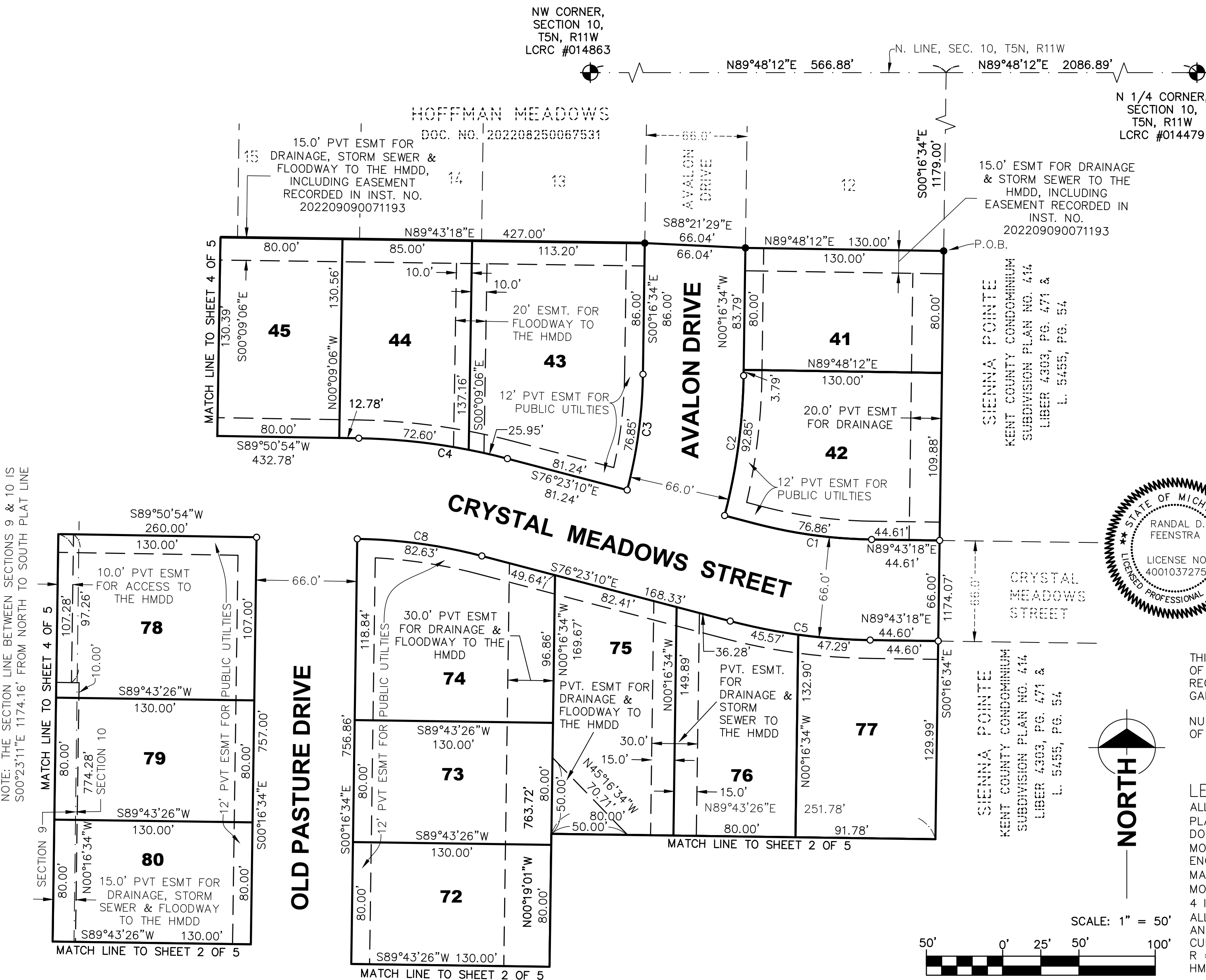
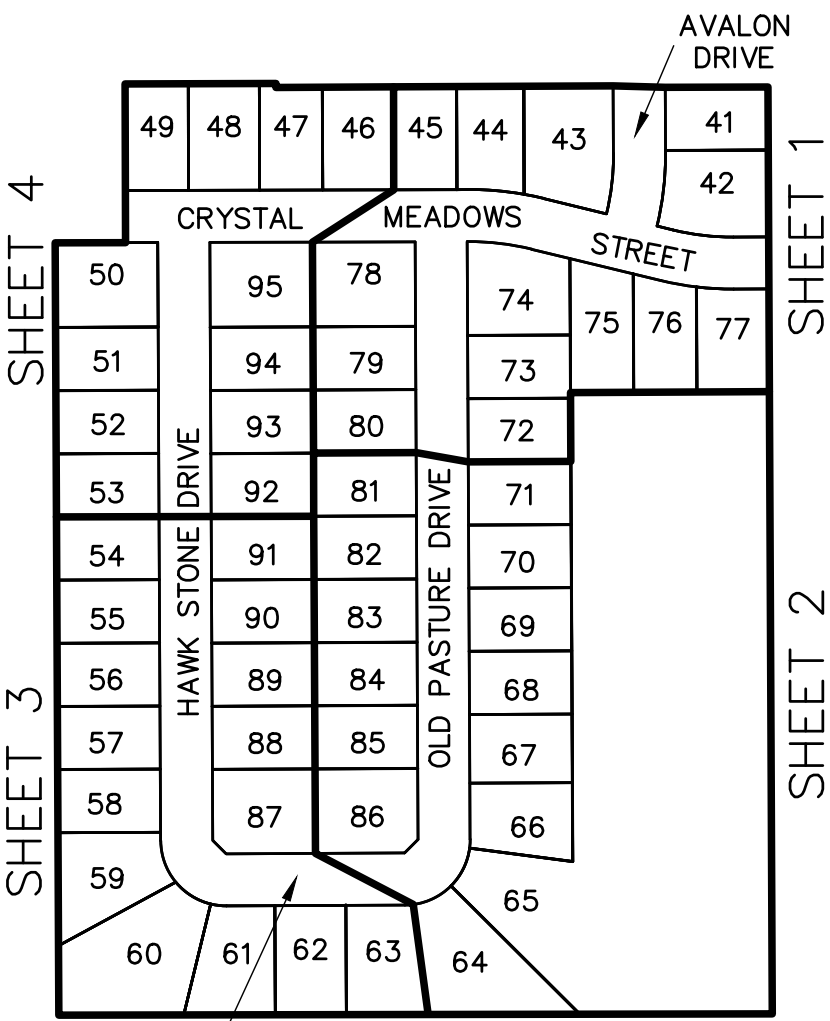
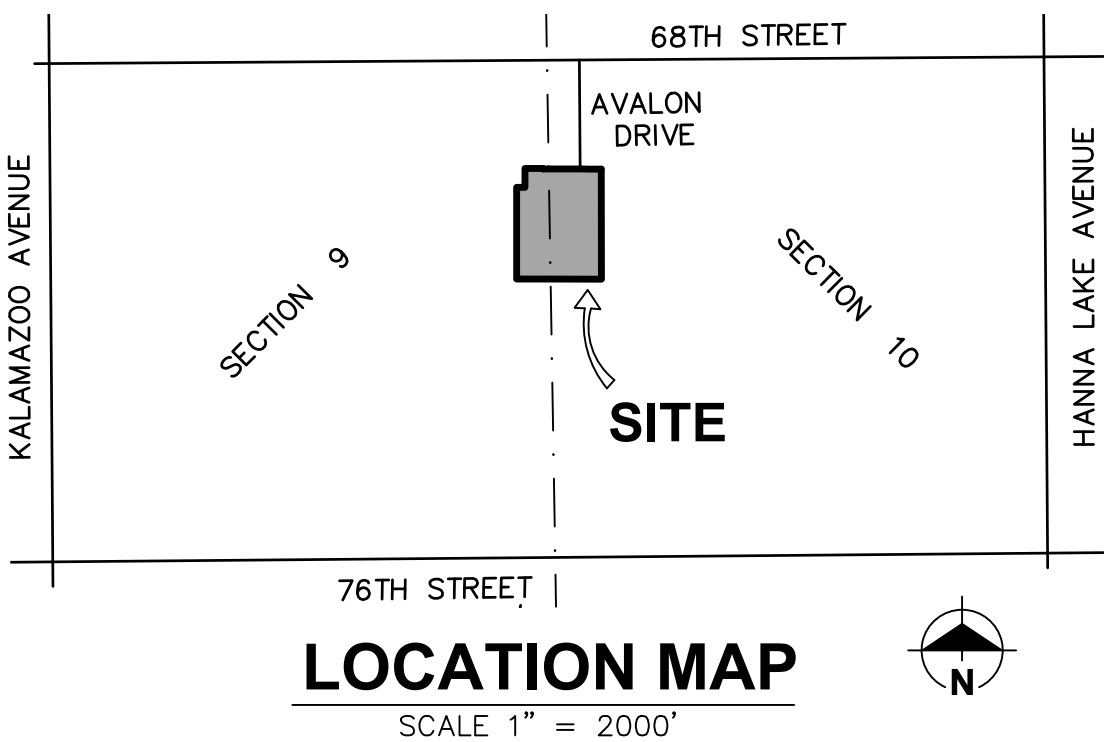
1. Staff shall confirm that no less than five house models that meet the requirements of the GCTZO Section 6.4 A are built within the Plat.
2. Staff shall enforce the street tree requirement of the GCTZO Section 16.13 A at the time of building permitting.
3. All infrastructure, including roads, sidewalks, stormwater facilities, and utilities, shall be completed unless a performance guarantee, such as a bond, is posted to ensure completion. The Township Engineer and Community Development Director shall confirm that all performance guarantees are in place.

# HOFFMAN MEADOWS NO. 2

PARTS OF THE NE 1/4 OF SECTION 9 AND  
NW 1/4 OF SECTION 10, T5N, R11W  
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

SHEET 1 OF 5

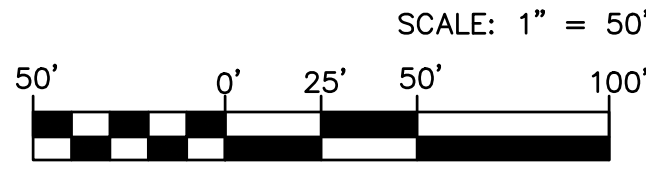
| Curve Table |           |         |        |             |        |
|-------------|-----------|---------|--------|-------------|--------|
| CURVE #     | DELTA     | RADIUS  | LENGTH | BEARING     | CHORD  |
| C1          | 13°53'32" | 317.00' | 76.86' | S83°19'56"E | 76.67' |
| C2          | 13°53'23" | 383.00' | 92.85' | S06°40'07"W | 92.62' |
| C3          | 13°53'23" | 317.00' | 76.85' | N06°40'07"E | 76.66' |
| C4          | 13°45'56" | 410.20' | 98.55' | N83°16'08"W | 98.31' |
| C5          | 13°53'31" | 383.00' | 92.86' | N83°19'56"W | 92.64' |
| C8          | 13°55'13" | 340.10' | 82.63' | N83°15'47"W | 82.43' |



THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER AND GAINES TOWNSHIP WHICH ARE RECORDED IN INSTRUMENT

NUMBER \_\_\_\_\_ OF RECORDS OF THIS COUNTY.

**LEGEND**  
ALL DIMENSIONS ARE IN FEET.  
PLAT BEARINGS ARE BASED ON "HOFFMAN MEADOWS" AS RECORDED PER DOC. NO. 202208250067531.  
MONUMENTS OF STEEL BARS 1/2 INCH IN DIAMETER AND 36 INCHES LONG, ENCASED IN CONCRETE 4 INCHES IN DIAMETER, PLACED AT ALL POINTS MARKED ( o ).  
MONUMENTS OF STEEL BARS 1/2 INCH IN DIAMETER ENCASED IN CONCRETE 4 INCHES IN DIAMETER, WERE FOUND AT ALL POINTS MARKED ( ● ).  
ALL LOT CORNERS ARE MARKED BY STEEL BARS 1/2 INCH IN DIAMETER AND 18 INCHES LONG.  
CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.  
R = RADIAL, LINES NOT MARKED ARE NON-RADIAL.  
HMDD = HOFFMAN MEADOWS DRAINAGE DISTRICT

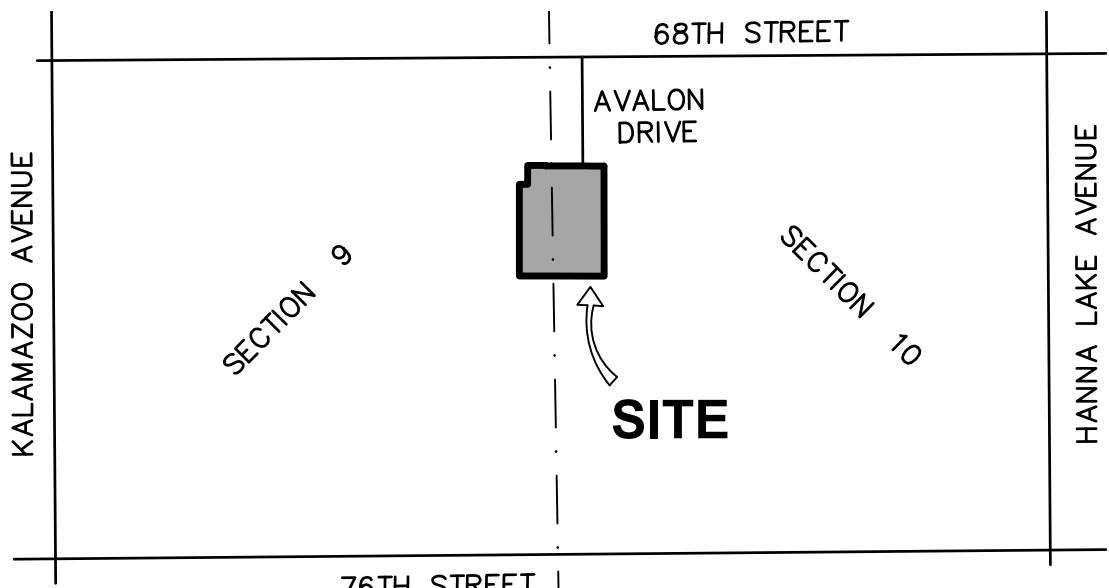


# HOFFMAN MEADOWS NO. 2

PARTS OF THE NE 1/4 OF SECTION 9 AND  
NW 1/4 OF SECTION 10, T5N, R11W  
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

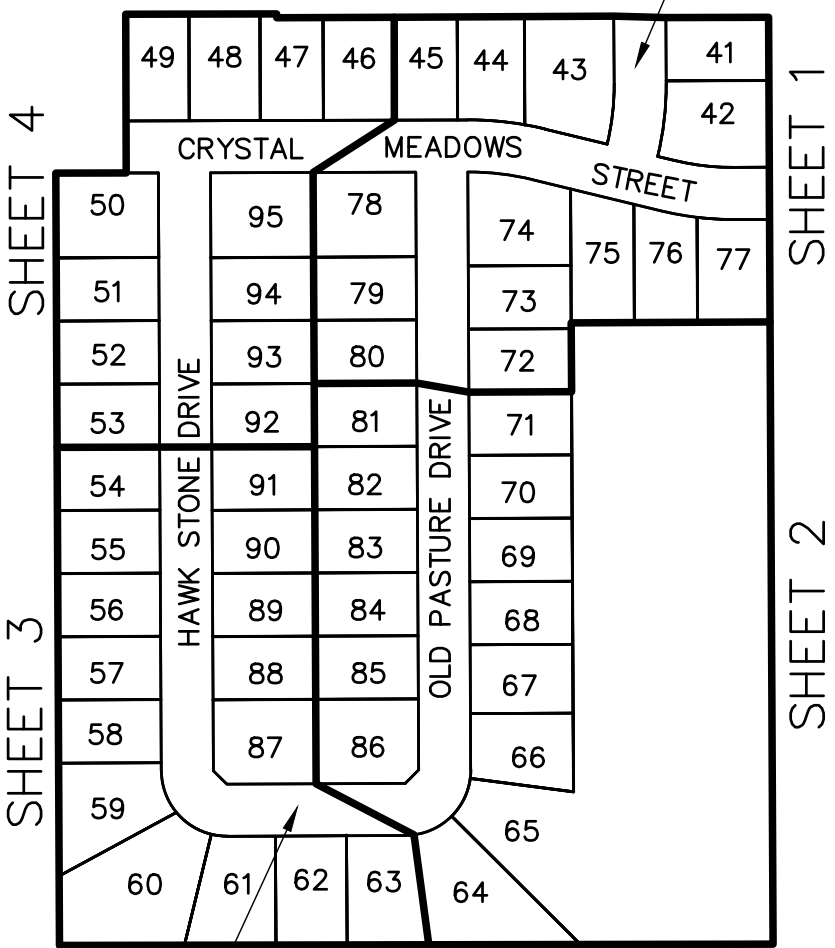
SIENNA POINTE  
KENT COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 414  
LIBER 4303, PG. 471 &  
L. 5455, PG. 54

SHEET 2 OF 5



## LOCATION MAP

SCALE 1" = 2000'



## SHEET INDEX

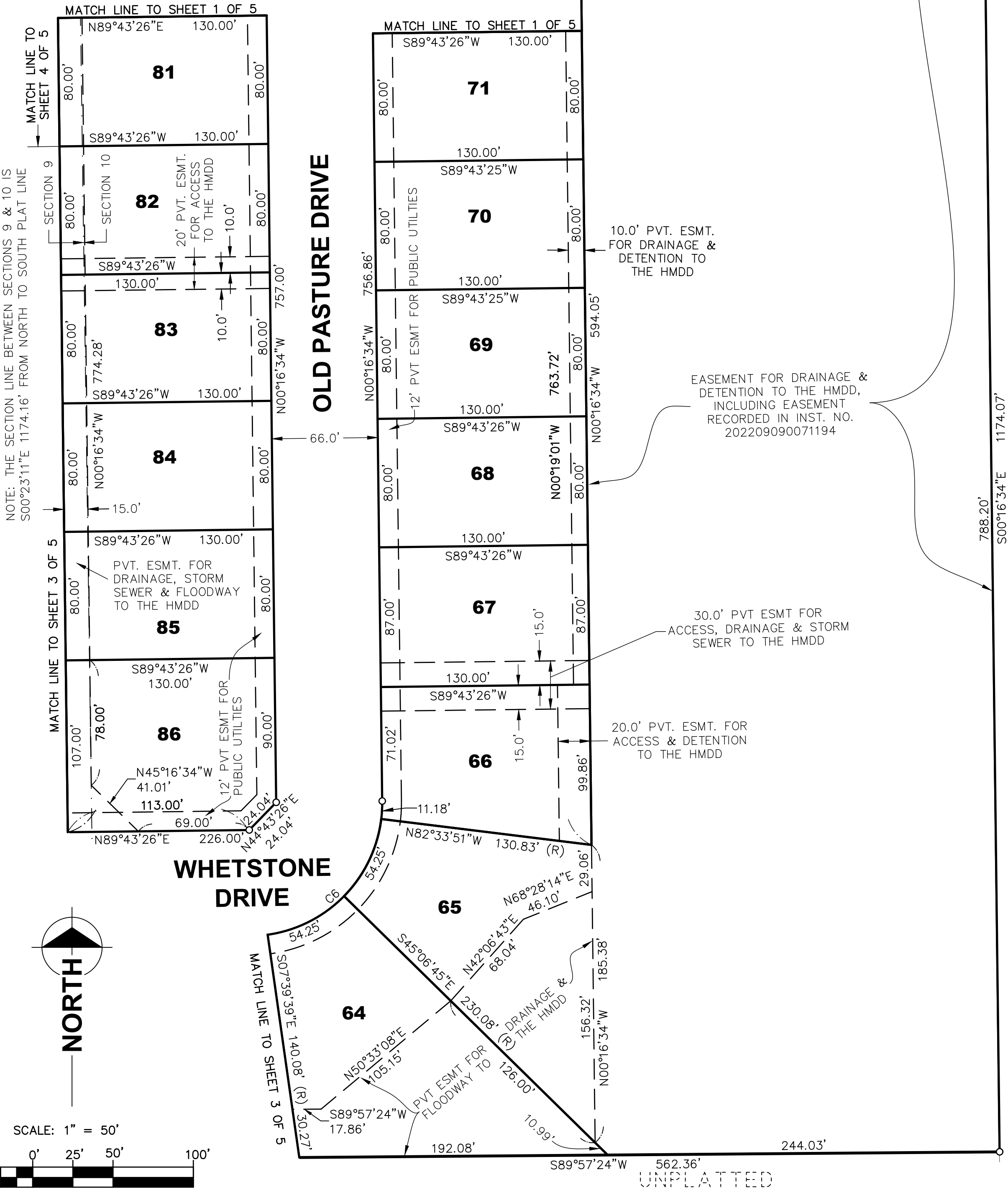
NOT TO SCALE

| Curve Table |           |        |         |             |         |
|-------------|-----------|--------|---------|-------------|---------|
| CURVE #     | DELTA     | RADIUS | LENGTH  | BEARING     | CHORD   |
| C6          | 90°00'00" | 83.00' | 130.38' | N44°43'26"E | 117.38' |

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER AND GAINES TOWNSHIP WHICH ARE RECORDED IN INSTRUMENT NUMBER \_\_\_\_\_ OF RECORDS OF THIS COUNTY.

## LEGEND

ALL DIMENSIONS ARE IN FEET.  
PLAT BEARINGS ARE BASED ON "HOFFMAN MEADOWS" AS RECORDED PER DOC. NO. 202208250067531.  
MONUMENTS OF STEEL BARS 1/2 INCH IN DIAMETER AND 36 INCHES LONG, ENCASED IN CONCRETE 4 INCHES IN DIAMETER, PLACED AT ALL POINTS MARKED ( o ).  
MONUMENTS OF STEEL BARS 1/2 INCH IN DIAMETER ENCASED IN CONCRETE 4 INCHES IN DIAMETER, WERE FOUND AT ALL POINTS MARKED ( ● ).  
ALL LOT CORNERS ARE MARKED BY STEEL BARS 1/2 INCH IN DIAMETER AND 18 INCHES LONG.  
CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.  
R = RADIAL, LINES NOT MARKED ARE NON-RADIAL.  
HMDD = HOFFMAN MEADOWS DRAINAGE DISTRICT



UNPLATTED



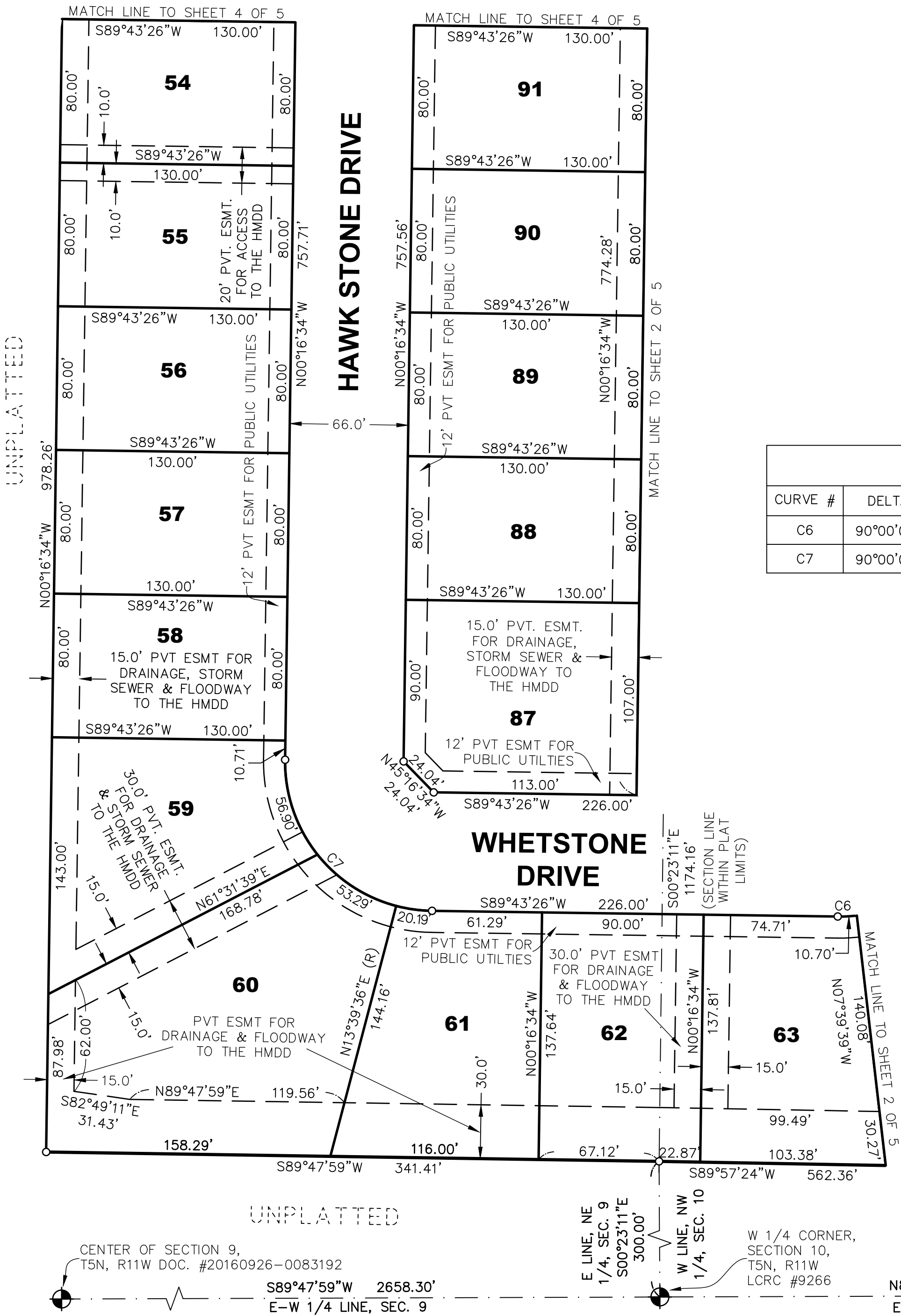
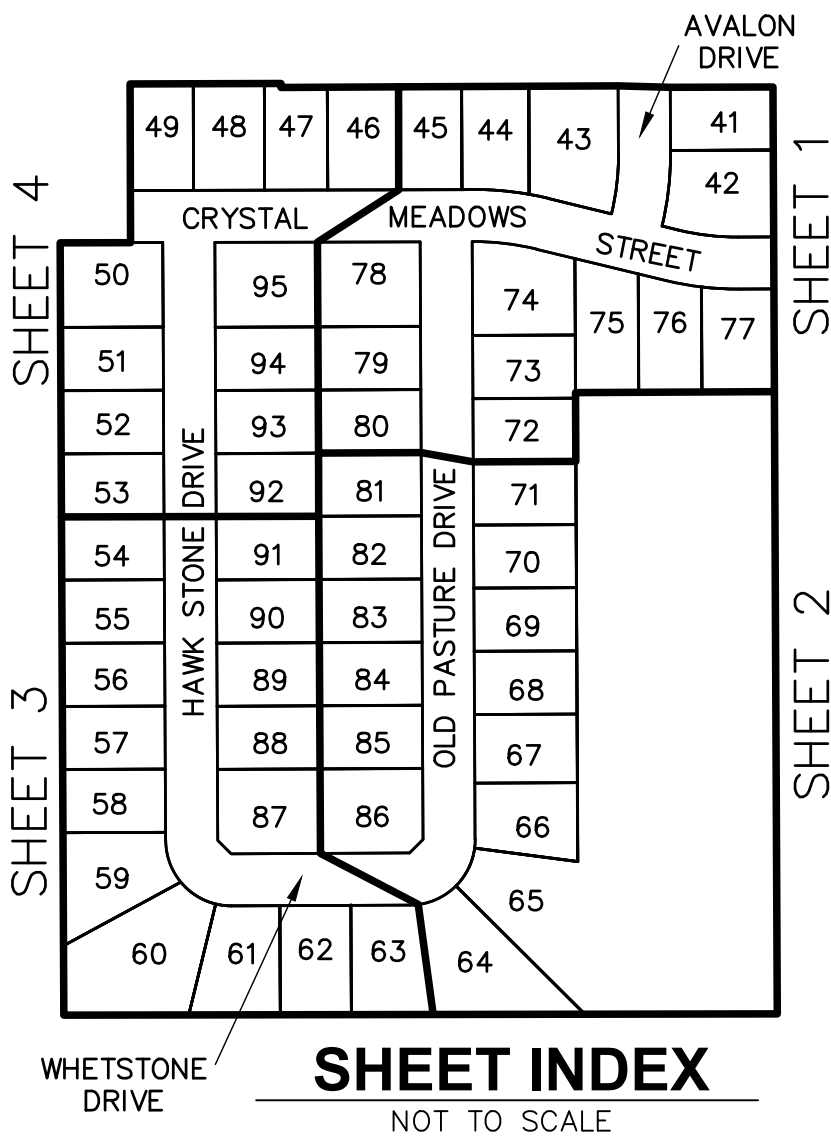
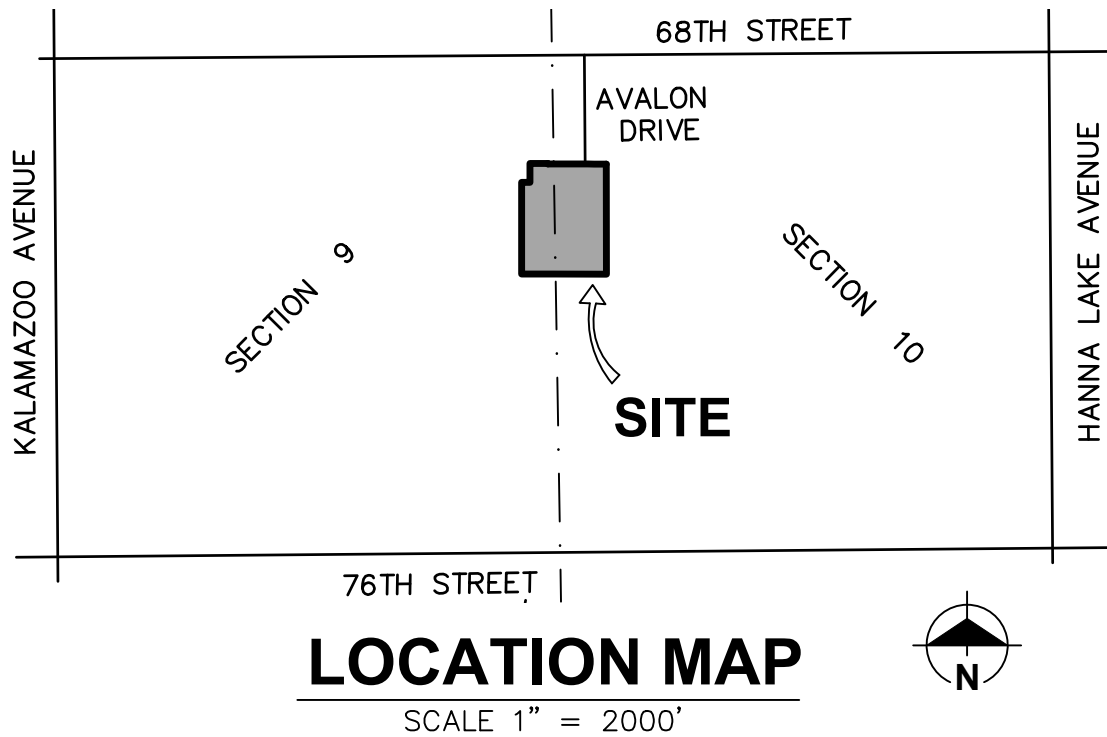
UNPLATTED



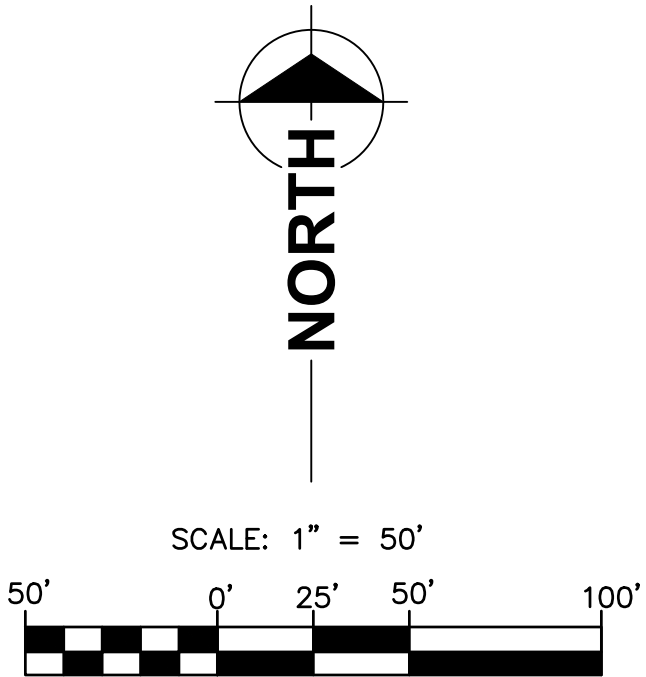
# HOFFMAN MEADOWS NO. 2

PARTS OF THE NE 1/4 OF SECTION 9 AND  
NW 1/4 OF SECTION 10, T5N, R11W  
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

SHEET 3 OF 5



| Curve Table |           |        |         |             |         |
|-------------|-----------|--------|---------|-------------|---------|
| CURVE #     | DELTA     | RADIUS | LENGTH  | BEARING     | CHORD   |
| C6          | 90°00'00" | 83.00' | 130.38' | N44°43'26"E | 117.38' |
| C7          | 90°00'00" | 83.00' | 130.38' | S45°16'34"E | 117.38' |

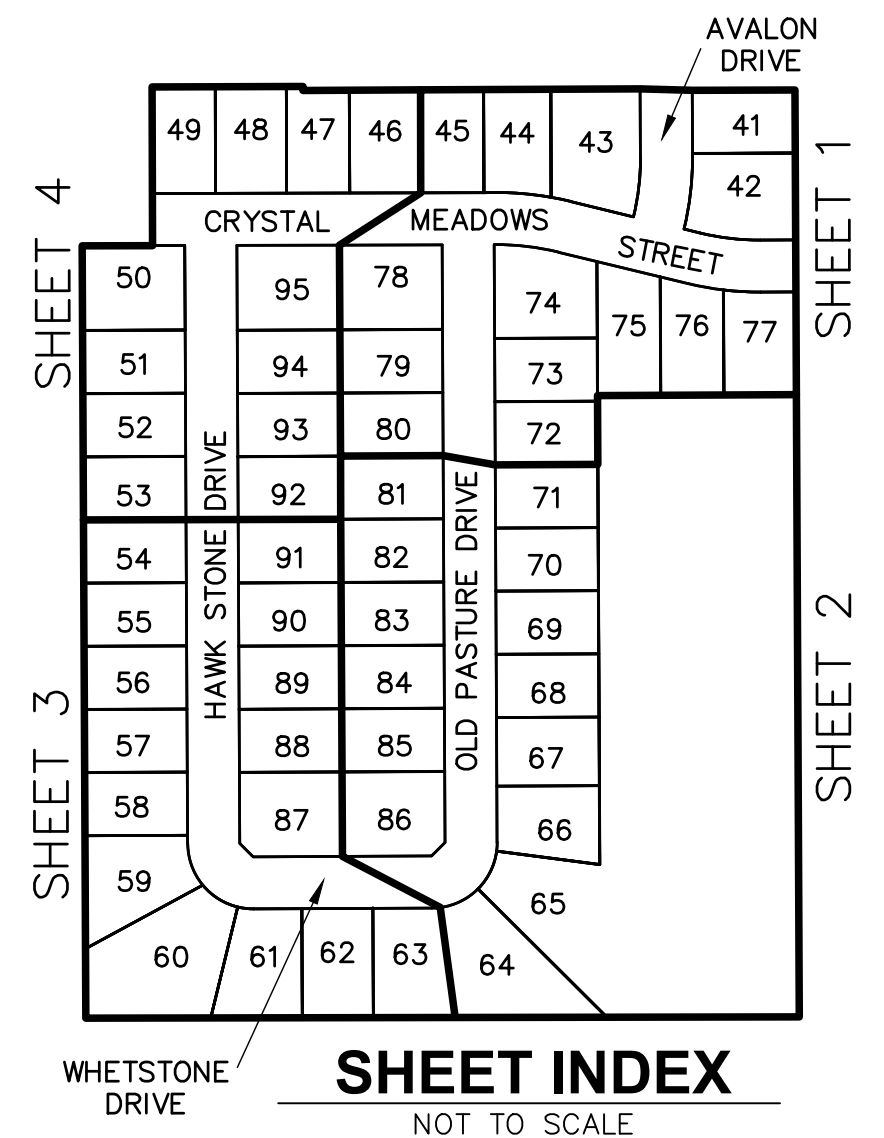
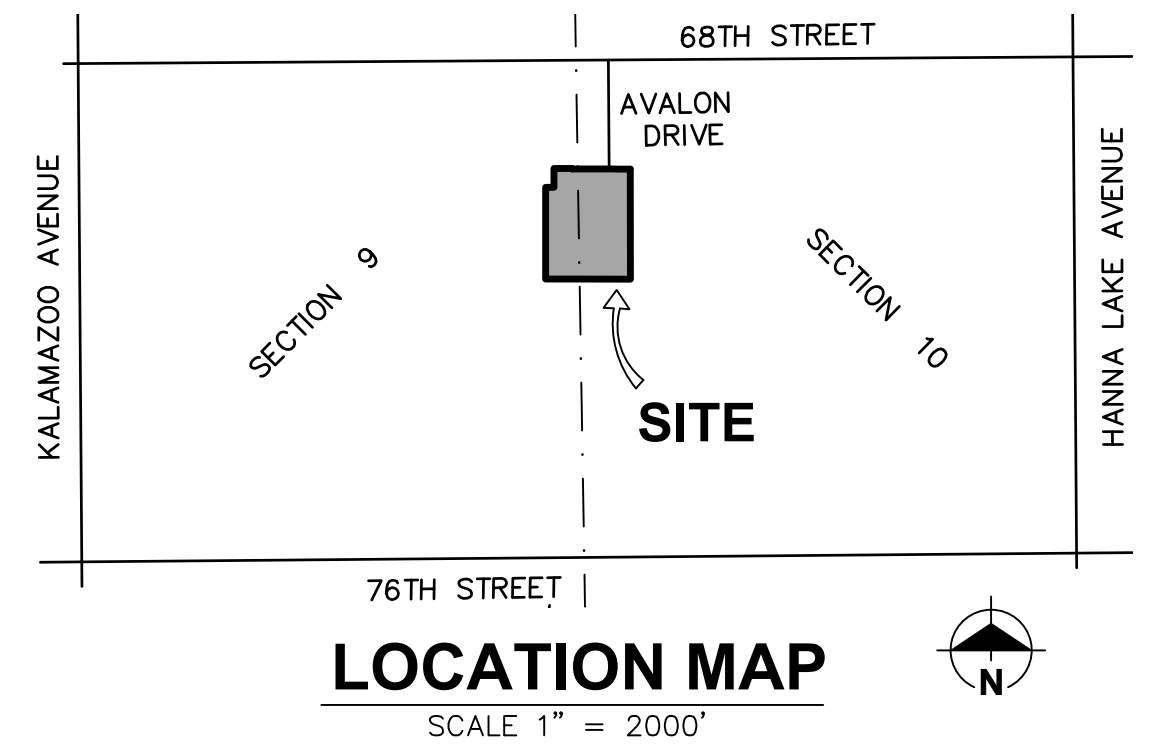
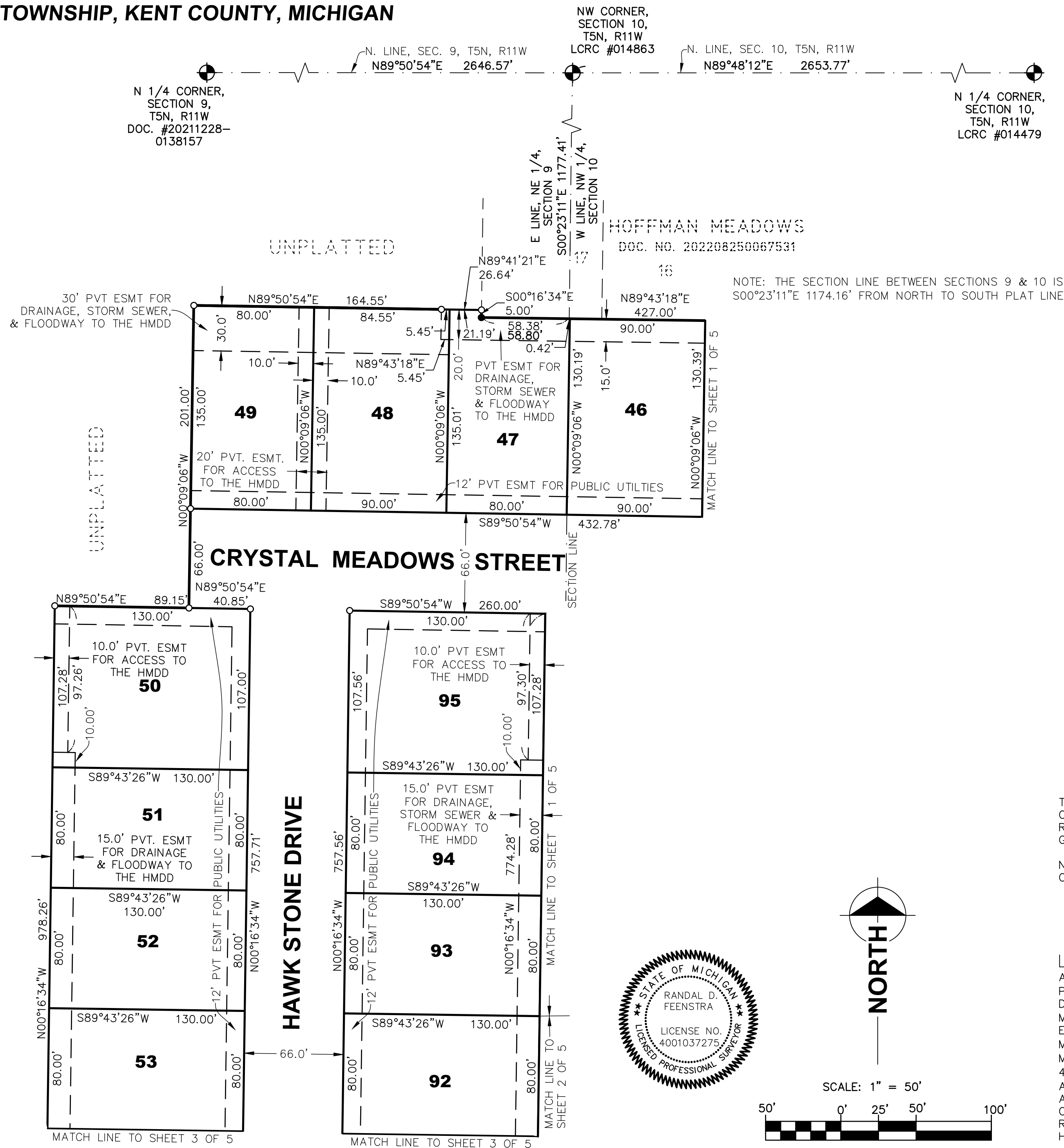


THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER AND GAINES TOWNSHIP WHICH ARE RECORDED IN INSTRUMENT

NUMBER \_\_\_\_\_  
OF RECORDS OF THIS COUNTY.



**PARTS OF THE NE 1/4 OF SECTION 9 AND  
NW 1/4 OF SECTION 10, T5N, R11W  
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN**



THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288  
OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE  
REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER AND  
GAINES TOWNSHIP WHICH ARE RECORDED IN INSTRUMENT

NUMBER \_\_\_\_\_,  
OF RECORDS OF THIS COUNTY.

LEGEND

ALL DIMENSIONS ARE IN FEET.

PLAT BEARINGS ARE BASED ON "HOFFMAN MEADOWS" AS RECORDED PER DOC. NO. 202208250067531.

MONUMENTS OF STEEL BARS 1/2 INCH IN DIAMETER AND 36 INCHES LONG, ENCASED IN CONCRETE 4 INCHES IN DIAMETER, PLACED AT ALL POINTS MARKED ( ○ ).

MONUMENTS OF STEEL BARS 1/2 INCH IN DIAMETER ENCASED IN CONCRETE 4 INCHES IN DIAMETER, WERE FOUND AT ALL POINTS MARKED ( ● ).

ALL LOT CORNERS ARE MARKED BY STEEL BARS 1/2 INCH IN DIAMETER AND 18 INCHES LONG.

CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.

R = RADIAL, LINES NOT MARKED ARE NON-RADIAL.

H added = HOFFMAN MEADOWS DRAINAGE DISTRICT

HOFFMAN MEADOWS NO. 2  
PARTS OF THE NE 1/4 OF SECTION 9 AND  
NW 1/4 OF SECTION 10, T5N, R11W  
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

PROPRIETOR’S CERTIFICATE

JASONVILLE, LLC, 4910 68th ST SE, CALEDONIA, MICHIGAN 49316, A LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY CHRISTOPHER VANDER HOFF, MEMBER, AS PROPRIETOR HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC, THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS, AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

JASONVILLE, LLC  
4910 68th ST SE  
CALEDONIA, MI 49316  
A MICHIGAN LIMITED LIABILITY COMPANY  
RECORDED IN THE STATE OF MICHIGAN  
UNDER FILE NO. E31502, DATED  
NOVEMBER 4, 2013  
(NEW IDENTIFICATION NUMBER 801721112)

WITNESS: RANDAL D. FEENSTRA

CHRISTOPHER VANDER HOFF, MEMBER

ACKNOWLEDGMENT

STATE OF MICHIGAN  
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 2024, BY CHRISTOPHER VANDER HOFF, MEMBER OF JASONVILLE, LLC,  
A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

RANDAL D. FEENSTRA  
NOTARY PUBLIC, KENT COUNTY, MICHIGAN  
MY COMMISSION EXPIRES: 01–09–2026  
ACTING IN KENT COUNTY

SURVEYOR’S CERTIFICATE

I, RANDAL D. FEENSTRA, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND SHOWN ON THIS PLAT DESCRIBED AS FOLLOWS: HOFFMAN MEADOWS NO. 2, THAT PART OF THE NORTHEAST 1/4 OF SECTION 9 AND THE NORTHWEST 1/4 OF SECTION 10, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE N89°48’12”E 566.88 FEET ALONG THE NORTH LINE OF SAID SECTION 10 TO THE WEST LINE OF SIENNA POINTE, KENT COUNTY CONDOMINIUM SUBDIVISION PLAT NO. 414, AS RECORDED IN LIBER 4303, PAGE 471 AND AMENDED BY REPLAT NO. 1, LIBER 5455, PAGE 54 AND THE NORTHERLY EXTENSION OF THE EAST LINE OF HOFFMAN MEADOWS, AS RECORDED IN INSTRUMENT NO. 202208250067531; THENCE S00°16’34”E 1179.00 FEET ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF SAID HOFFMAN MEADOWS AND THE POINT OF BEGINNING; THENCE CONTINUING S00°16’34”E 1174.07 FEET ALONG SAID WEST LINE AND IT’S SOUTHERLY EXTENSION; THENCE S89°57’24”W 562.36 FEET TO THE SECTION LINE BETWEEN SECTIONS 9 AND 10; THENCE S89°47’59”W 341.41 FEET; THENCE N00°16’34”W 978.26 FEET; THENCE N89°50’54”E 89.15 FEET; THENCE N00°09’06”W 201.00 FEET; THENCE N89°50’54”E 164.55 FEET; THENCE N89°41’21”E 26.64 FEET TO THE WEST LINE OF SAID HOFFMAN MEADOWS; THENCE S00°16’34”E 5.00 FEET ALONG THE WEST LINE OF LOT 17 OF SAID HOFFMAN MEADOWS TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE N89°43’18”E 427.00 FEET; THENCE S88°21’29”E 66.04 FEET; THENCE N89°48’12”E 130.00 FEET (THE PREVIOUS THREE CALLS BEING ALONG THE SOUTH LINE OF SAID HOFFMAN MEADOWS) TO THE POINT OF BEGINNING.

CONTAINS 54 LOTS.  
CONTAINS 23.99 ACRES

THAT I HAVE MADE SUCH SURVEY, LAND–DIVISION, AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT. THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND, OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY THE ACT. THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT. THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.

FEENSTRA AND ASSOCIATES, INC.  
3145 PRAIRIE STREET SW Suite 103  
GRANDVILLE, MICHIGAN 49418

RANDAL D. FEENSTRA, PRESIDENT  
REGISTERED LAND SURVEYOR NO. 4001037275



COUNTY TREASURER’S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE 5 YEARS PRECEDING \_\_\_\_\_, 2024, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

PETER F. MACGREGOR, KENT COUNTY TREASURER

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY

PLAT BOARD ON \_\_\_\_\_, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 P.A. 288, MCL 560.101 TO 560.293, AND THE PLAT BOARD’S APPLICABLE RULES AND REGULATIONS.

STAN STEK, BOARD CHAIRMAN  
BOARD OF COMMISSIONERS

LISA POSTHUMUS LYONS, COUNTY CLERK  
REGISTER OF DEEDS

PETER F. MACGREGOR  
KENT COUNTY TREASURER

COUNTY DRAIN COMMISSIONER’S CERTIFICATE

APPROVED ON \_\_\_\_\_, AS COMPLYING WITH 1967 P.A. 288, MCL 560.192, AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF KENT.

KEN YONKER, DRAIN COMMISSSIONER

DATE: \_\_\_\_\_

RECORDING CERTIFICATE

STATE OF MICHIGAN)  
KENT COUNTY )

THIS PLAT WAS RECEIVED FOR RECORD ON THE \_\_\_\_\_, DAY OF

\_\_\_\_\_, 2024, AT \_\_\_\_\_ O’CLOCK \_\_\_\_\_.M., AND

RECORDED IN INSTRUMENT NO. \_\_\_\_\_

LISA POSTHUMUS LYONS, COUNTY CLERK–REGISTER OF DEEDS

COUNTY ROAD COMMISSION CERTIFICATE

APPROVED ON \_\_\_\_\_, AS COMPLYING WITH 1967 PA. 288, MCL 560.183 AND THE APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE BOARD OF COUNTY ROAD COMMISSIONERS OF KENT COUNTY.

DATE \_\_\_\_\_ ROB VERHEULEN, CHAIRMAN

CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF GAINES AT A MEETING HELD ON \_\_\_\_\_, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 560.101 TO 560.293. PUBLIC WATER AND PUBLIC SEWER SERVICES HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION. THAT THE TOWNSHIP HAS AN ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCE WITH REFERENCE TO SECTIONS 1481(4) AND 186 OF P.A. 288 OF 1967 AND THE TOWNSHIP WAIVES THE MINIMUM LOT SIZE AND WIDTH REQUIREMENTS

DATE \_\_\_\_\_ MICHAEL BREW, GAINES TOWNSHIP CLERK



## MEMO

### Staff Communication

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DATE: October 14<sup>th</sup>, 2024

TO: Gaines Charter Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Thornapple Farms Number 1 Final Plat

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#### SUMMARY OF TOPIC:

The applicant requests approval of the Final Plat for Thornapple Farms No. 1. The plat is 18.25 acres and includes 24 single-family lots and a private park. The Township Board approved the Tentative Preliminary Plat under a "conservation design" layout that allows smaller lots than typical in the Residential-14 zone in exchange for set aside of open space on April 10<sup>th</sup>, 2023. The Preliminary Plat was approved at the December 11<sup>th</sup>, 2023 Board meeting. This is the final approval for the plat before the lots can be sold for home development.

#### FINANCIAL IMPACT:

The project is not anticipated to have a negative financial impact on the Township. The applicant bears costs associated with the review process through administrative and escrow review fees. Water and sewer extension and connections, road construction, and stormwater management improvements will be at the expense of the developer. Tax revenue will increase with the improvement of the property.

#### BUDGET ACTION REQUIRED:

N/A.

#### REVIEW:

This project is subject to review against the following requirements and standards:

- GCTZO Section 6.3 Development Standards and GCT Code of Ordinances Section 22-62 Compliance with Zoning Regulations

- GCTZO Section 6.4 Additional Requirements for Plats & Site Condominium Developments
- GCTZO Section 16.13 Residential Landscaping
- GCT Code of Ordinances, Section 22-63 Sidewalks
- GCT Code of Ordinances, Section 22-64 Street Lighting
- GCT Code of Ordinances Section 22- 65 Public Utilities

### 1. GCTZO Section 6.3 Development Standards and GCT Code of Ordinances Section 22-62 Compliance with Zoning Regulations

Typically, RL-14 requires a 14,000 square foot lot, and 80-foot width. The applicant has platted lots under Section 6.4.B of the zoning ordinance which allows for reduced lot size to 11,200 square feet and 70 feet in width in exchange for preservation of 10% of the overall plat area.

Setbacks for single-family and two-family lots in RL-14 are 35 feet for the front and rear yards, and eight feet for the sides. The lots appear to be sufficient in size, width, and shape for homes to meet required setbacks, but specific setback measurements of each lot are not noted on the site plan. The lots are sufficient in size, width, and shape for homes to meet required setbacks. The street layout, number of lots, and lot arrangement layout as presented generally reflect the configuration reviewed during the tentative preliminary plat approval process. Minor lot adjustments are evident, as anticipated during the platting process.

### 2. GCTZO Section 6.4 Additional Requirements for Plats & Site Condominium Developments

Section 6.4 A requires that a preliminary plat incorporates a variety of house models. Since the development is proposed to have over 50 units, a minimum of five house models is required. Each house model shall have multiple characteristics that clearly distinguish it from the other house models, such as different exterior materials, rooflines, garage placement, architectural style, number of stories, and/or building face. Review of house models and future variations be an administrative responsibility during the zoning and building permitting process.

### 3. GCTZO Section 16.13 Residential Landscaping

Section 16.13 A requires that all platted subdivisions include one canopy tree for every 80 feet of road frontage. Street trees must be placed in accordance with Section 16.13 and the requirements of the Kent County Road Commission. This requirement will be enforced when individual homes are constructed.



#### 4. GCT Code of Ordinances, Section 22-63 Sidewalks

In accordance with Section 22-63, sidewalks shall be installed by the proprietor as specified by Township ordinance or as otherwise required by the Township Board or its designated Township official or body. Sidewalks shall be constructed per the Township's sidewalk construction protocol.

#### 5. GCT Code of Ordinances, Section 22-64 Street Lighting

In accordance with Section 22-64, street lighting shall be installed by the proprietor as specified by Township ordinance or as otherwise required by the Township Board or its designated Township official or body. Consistent with past developments, the developer should request that the Township create a Street Light Assessment District before a residential building permit is issued by the Township.

- The number and location of street lights are to be determined by Consumers Energy for each phase of development.
- The developer must provide the necessary funds for installation within 30 days of Gaines Charter Township issuing an invoice for the installation costs.

#### 6. GCT Code of Ordinances Section 22- 65 Public Utilities

All infrastructure shall be completed or guaranteed to be completed with bonds. The Township Engineering and Community Development Departments shall ensure that all bonds are in place as a condition of final plat approval.

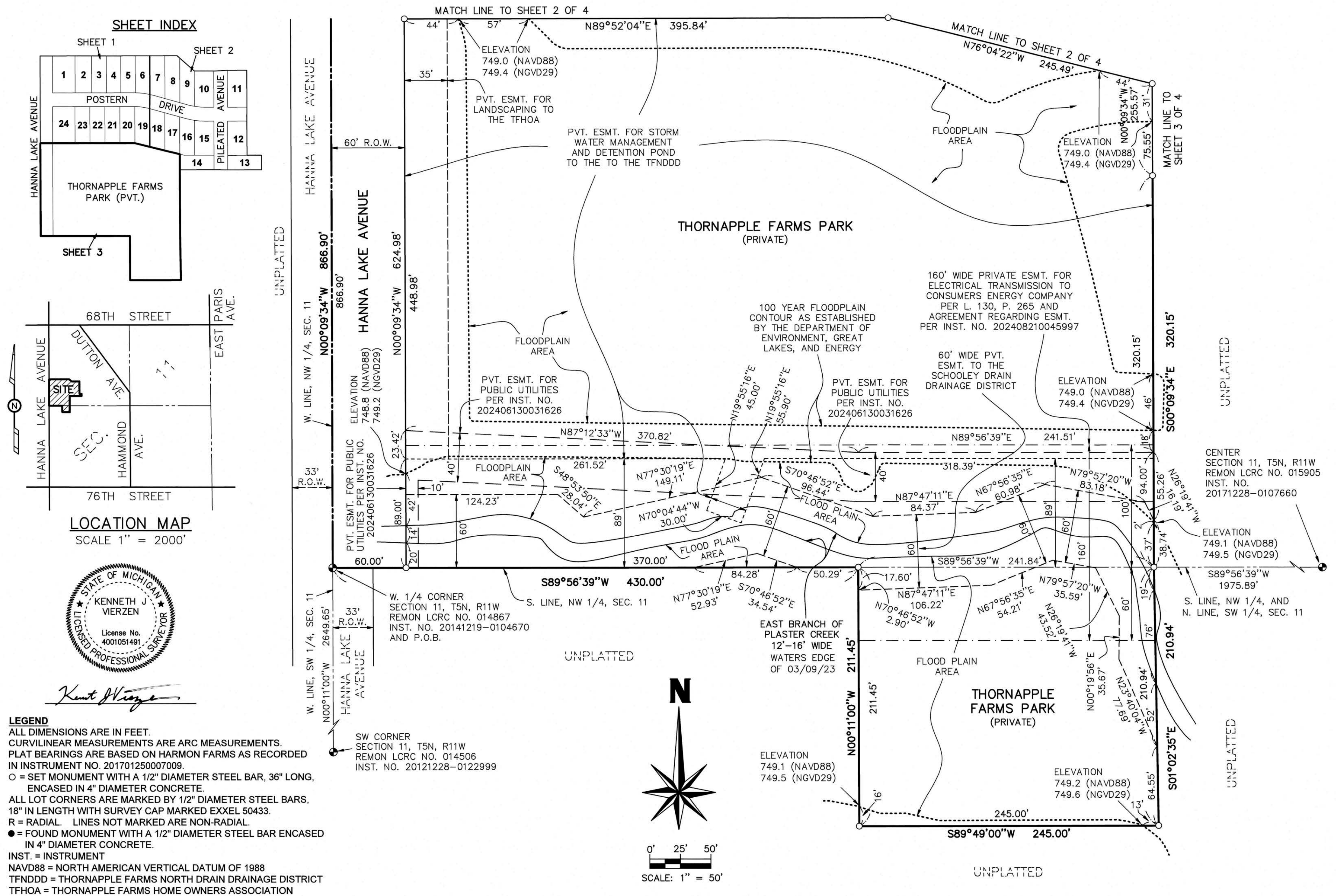
#### STAFF RECOMMENDATION:

Final Plat approval is recommended with the following conditions:

1. Staff shall confirm that no less than five house models that meet the requirements of the GCTZO Section 6.4 A are built within the Plat.
2. Staff shall enforce the street tree requirement of the GCTZO Section 16.13 A at the time of building permitting.
3. The applicant shall request the creation of a Street Light Assessment District before applying for residential building permits.
4. All infrastructure, including roads, sidewalks, stormwater facilities, and utilities, shall be completed unless a performance guarantee, such as a bond, is posted to ensure completion. The Township Engineer and Community Development Director shall confirm that all performance guarantees are in place.

**SHEET 1 OF 4**

**RESTRICTION NOTE**  
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288  
OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE  
REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENT,  
GREAT LAKES, AND ENERGY AND THE KENT COUNTY DRAIN  
COMMISSIONER WHICH ARE RECORDED IN INSTRUMENT NUMBER  
\_\_\_\_\_, OF RECORDS OF THIS COUNTY.



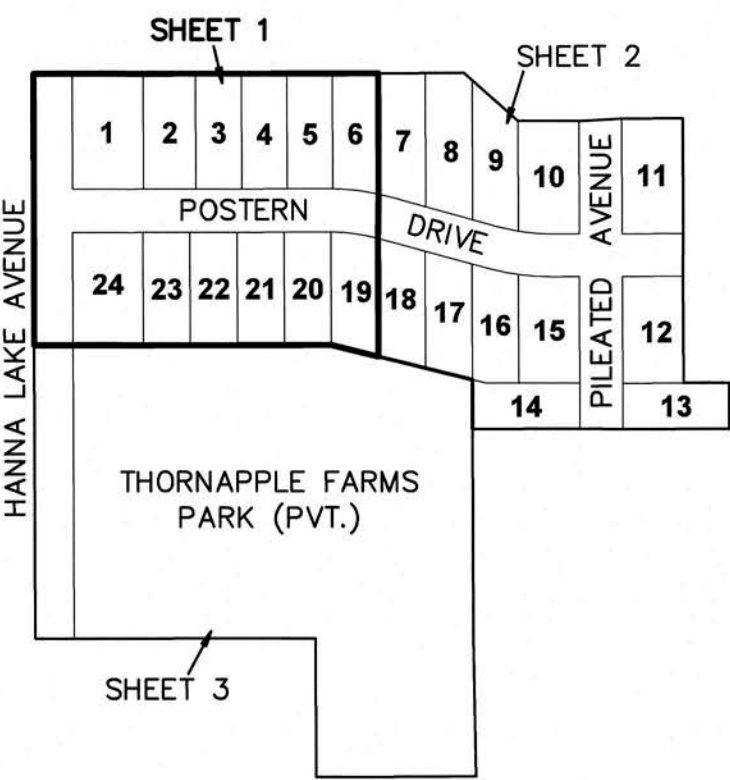


# THORNAPPLE FARMS NO. 1

PART OF THE NW 1/4 AND SW 1/4 OF SECTION 11, T5N, R11W,  
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

SHEET 2 OF 4

### SHEET INDEX



LOT 1 AND LOT 24 SHALL NOT  
BE ALLOWED DRIVEWAY ACCESS  
TO HANNA LAKE AVENUE



SCALE: 1" = 50'



### LOCATION MAP

SCALE 1" = 2000'

### RESTRICTION NOTE

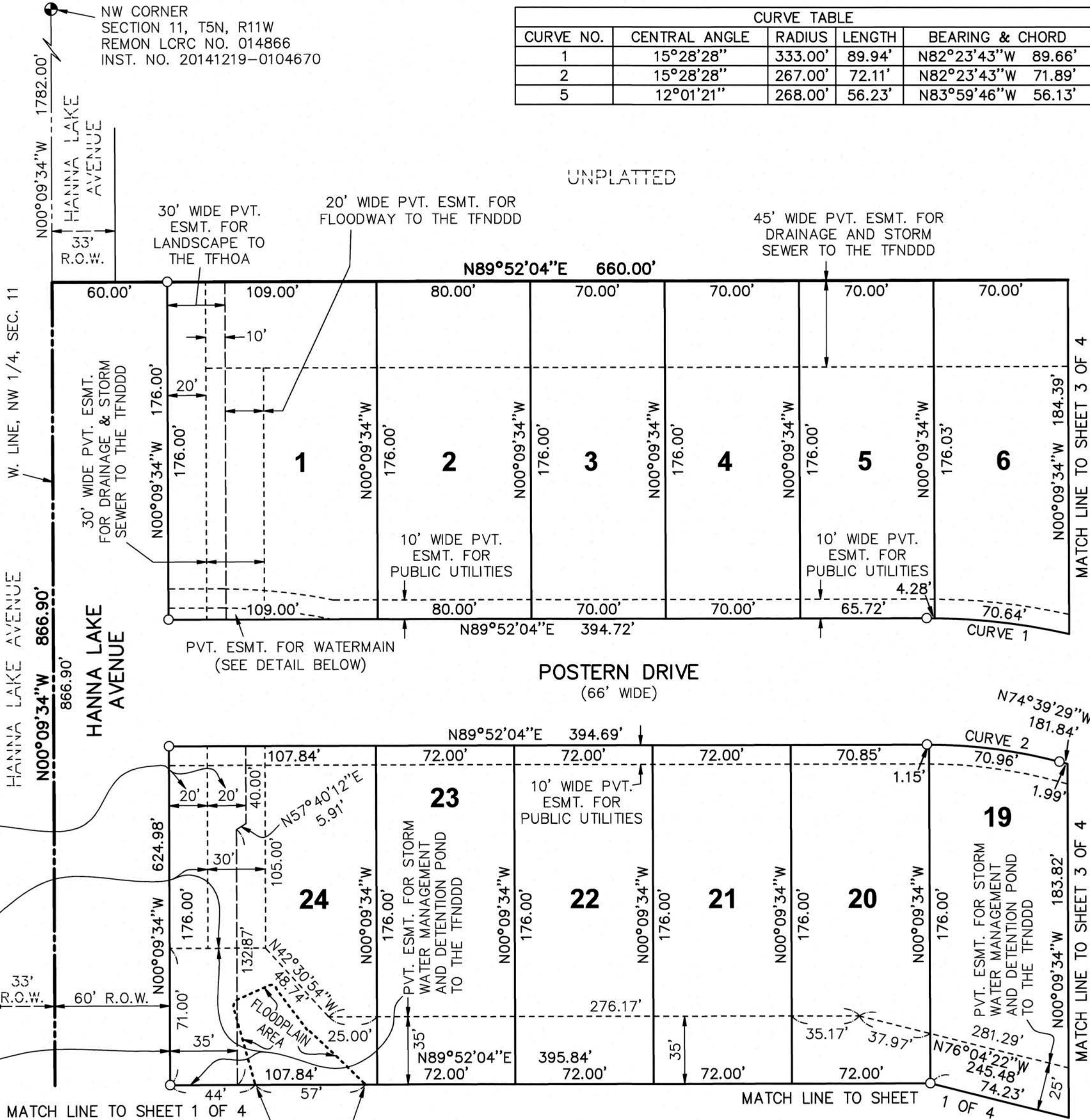
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REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENT,  
GREAT LAKES, AND ENERGY AND THE KENT COUNTY DRAIN  
COMMISSIONER WHICH ARE RECORDED IN INSTRUMENT NUMBER  
\_\_\_\_\_, OF RECORDS OF THIS COUNTY.

### LEGEND

ALL DIMENSIONS ARE IN FEET.  
CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.  
PLAT BEARINGS ARE BASED ON HARMON FARMS AS RECORDED  
IN INSTRUMENT NO. 201701250007009.  
○ = SET MONUMENT WITH A 1/2" DIAMETER STEEL BAR, 36" LONG,  
ENCASED IN 4" DIAMETER CONCRETE.  
ALL LOT CORNERS ARE MARKED BY 1/2" DIAMETER STEEL BARS,  
18" IN LENGTH WITH SURVEY CAP MARKED EXXEL 50433.  
R = RADIAL. LINES NOT MARKED ARE NON-RADIAL.  
● = FOUND MONUMENT WITH A 1/2" DIAMETER STEEL BAR ENCASED  
IN 4" DIAMETER CONCRETE.  
INST. = INSTRUMENT  
NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988  
TFNDDD = THORNAPPLE FARMS NORTH DRAIN DRAINAGE DISTRICT  
TFHOA = THORNAPPLE FARMS HOME OWNERS ASSOCIATION

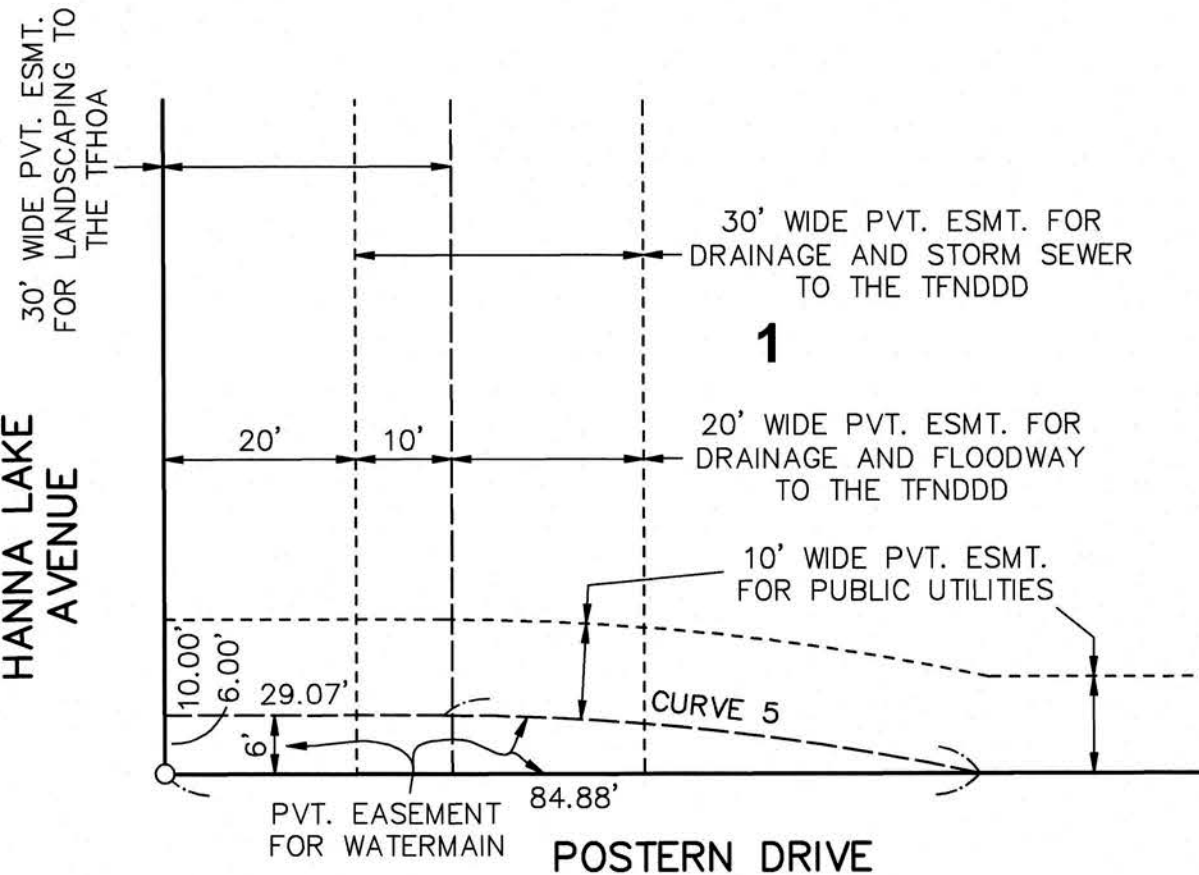
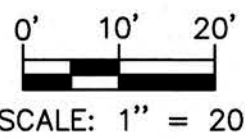


*Kent J. Vierzen*



| CURVE TABLE |               |         |        |                    |
|-------------|---------------|---------|--------|--------------------|
| CURVE NO.   | CENTRAL ANGLE | RADIUS  | LENGTH | BEARING & CHORD    |
| 1           | 15°28'28"     | 333.00' | 89.94' | N82°23'43"W 89.66' |
| 2           | 15°28'28"     | 267.00' | 72.11' | N82°23'43"W 71.89' |
| 5           | 12°01'21"     | 268.00' | 56.23' | N83°59'46"W 56.13' |

### DETAIL

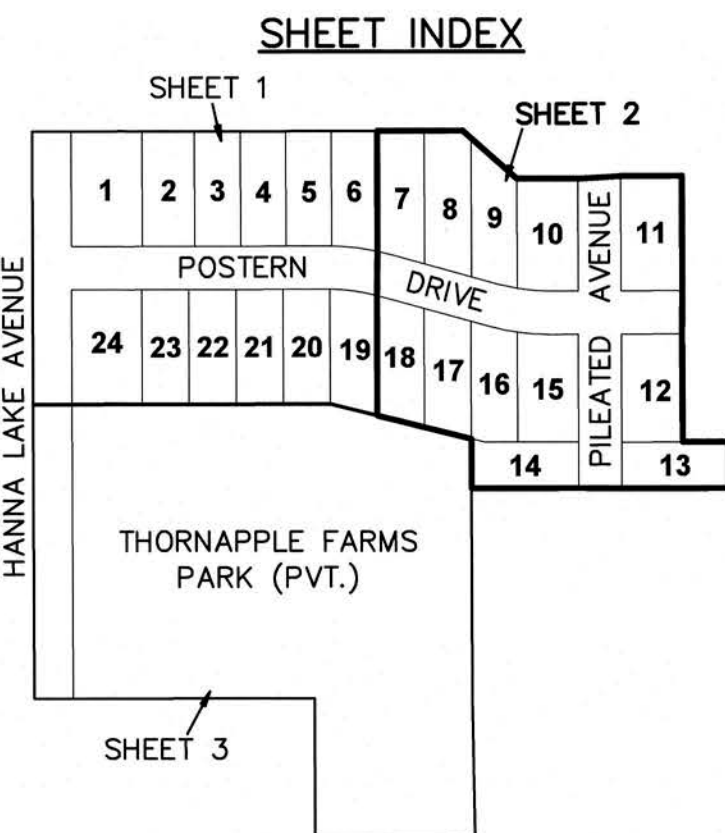




# THORNAPPLE FARMS NO. 1

PART OF THE NW 1/4 AND SW 1/4 OF SECTION 11, T5N, R11W,  
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

SHEET 3 OF 4

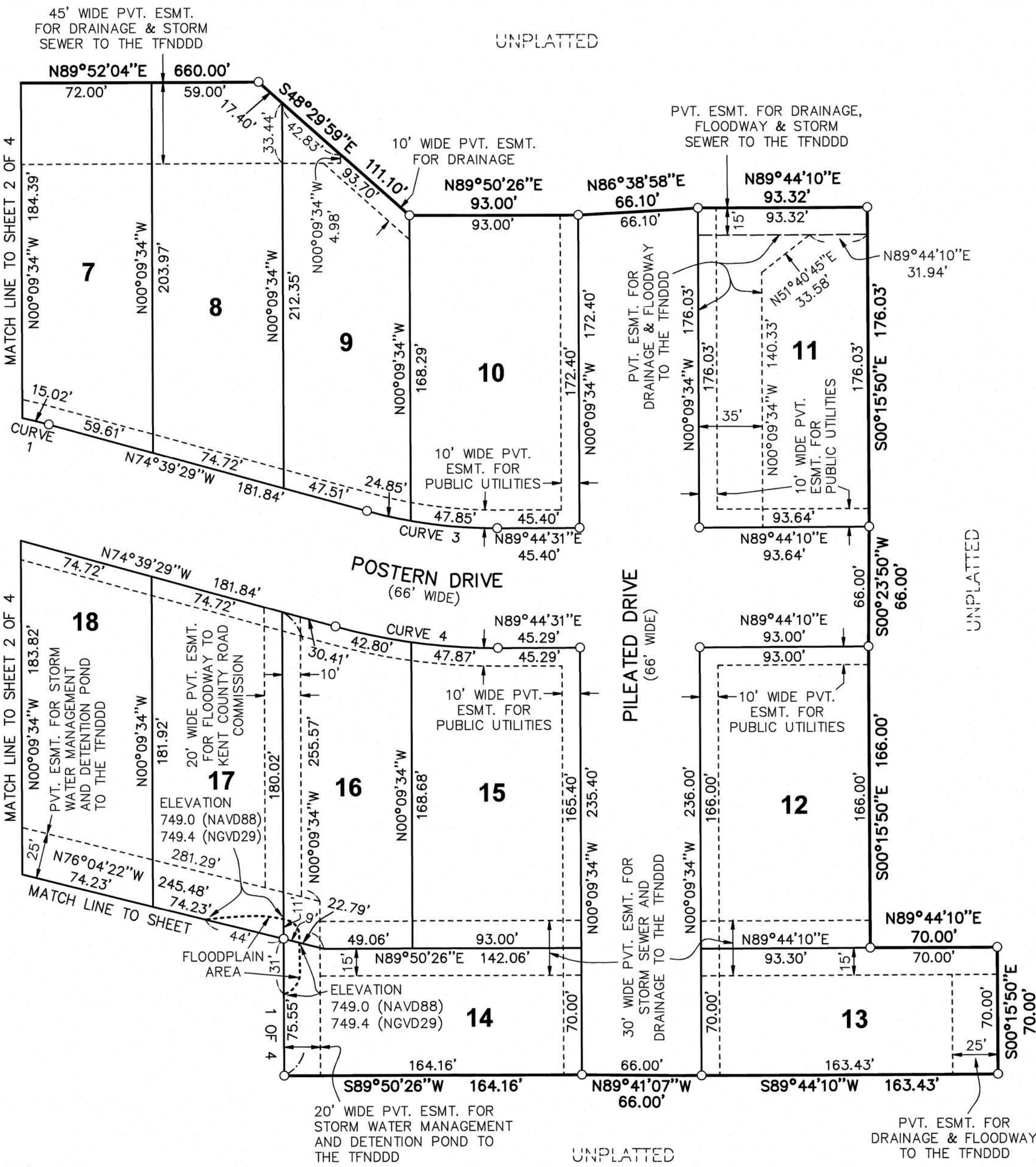


**RESTRICTION NOTE**  
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND THE KENT COUNTY DRAIN COMMISSIONER WHICH ARE RECORDED IN INSTRUMENT NUMBER \_\_\_\_\_ OF RECORDS OF THIS COUNTY.

**LEGEND**  
ALL DIMENSIONS ARE IN FEET.  
CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.  
PLAT BEARINGS ARE BASED ON HARMON FARMS AS RECORDED IN INSTRUMENT NO. 201701250007009.  
○ = SET MONUMENT WITH A 1/2" DIAMETER STEEL BAR, 36" LONG, ENCASED IN 4" DIAMETER CONCRETE.  
ALL LOT CORNERS ARE MARKED BY 1/2" DIAMETER STEEL BARS, 18" IN LENGTH WITH SURVEY CAP MARKED EXXEL 50433.  
R = RADIAL. LINES NOT MARKED ARE NON-RADIAL.  
● = FOUND MONUMENT WITH A 1/2" DIAMETER STEEL BAR ENCASED IN 4" DIAMETER CONCRETE.  
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TFNDDD = THORNAPPLE FARMS NORTH DRAIN DRAINAGE DISTRICT  
TFHOA = THORNAPPLE FARMS HOME OWNERS ASSOCIATION



*Kent J. Vierzén*



| CURVE TABLE |               |         |        |                    |
|-------------|---------------|---------|--------|--------------------|
| CURVE NO.   | CENTRAL ANGLE | RADIUS  | LENGTH | BEARING & CHORD    |
| 1           | 15°28'28"     | 333.00' | 89.94' | N82°23'43"W 89.66' |
| 3           | 15°36'00"     | 267.00' | 72.70' | N82°27'29"W 72.47' |
| 4           | 15°36'00"     | 333.00' | 90.67' | N82°27'29"W 90.39' |



THORNAPPLE FARMS NO. 1

PART OF THE NW 1/4 AND SW 1/4, SECTION 11, T5N, R11W,  
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

SHEET 4 OF 4

SURVEYOR'S CERTIFICATE

I, KENNETH J. VIERZEN, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT DESCRIBED AS FOLLOWS: THORNAPPLE FARMS NO. 1, PART OF THE NW 1/4 AND SW 1/4 OF SECTION 11, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 11; THENCE N00°09'34"W 866.90 FEET ALONG THE WEST LINE OF SAID NW 1/4; THENCE N89°52'04"E 660.00 FEET; THENCE S48°29'59"E 111.10 FEET; THENCE N89°50'26"E 93.00 FEET; THENCE N86°38'58"E 66.10 FEET; THENCE N89°44'10"E 93.32 FEET; THENCE S00°15'50"E 176.03 FEET; THENCE S00°23'50"W 66.00 FEET; THENCE S00°15'50"E 166.00 FEET; THENCE N89°44'10"E 70.00 FEET; THENCE S00°15'50"E 70.00 FEET; THENCE S89°44'10"W 163.43 FEET; THENCE N89°41'07"W 66.00 FEET; THENCE S89°50'26"W 164.16 FEET; THENCE S00°09'34"E 320.15 FEET TO THE SOUTH LINE OF SAID NW 1/4; THENCE S01°02'35"E 210.94 FEET; THENCE S89°49'00"W 245.00 FEET; THENCE N00°11'00"W 211.45 FEET TO THE SOUTH LINE OF SAID NW 1/4; THENCE S89°56'39"W 430.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINS 24 LOTS, 1 PRIVATE PARK AND 18.25 ACRES.

THAT THORNAPPLE FARMS PARK EMBRACES THE WATERS OF THE EAST BRANCH OF PLASTER CREEK AND IS SUBJECT TO THE CORRELATIVE RIGHTS OF OTHER RIPARIAN OWNERS AND THE PUBLIC TRUST IN THESE WATERS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT. THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY AS REQUIRED BY THE ACT. THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT. THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.

September 20, 2024

EXXEL ENGINEERING, INC.  
5252 CLYDE PARK AVE, SW  
GRAND RAPIDS, MI 49509-9724

Kenneth J. Vierzen  
KENNETH J. VIERZEN, VICE PRESIDENT  
PROFESSIONAL SURVEYOR NO. 4001051491



PROPRIETOR'S CERTIFICATE

MICHIANA LAND DEVELOPMENT, LLC, 2186 E. CENTRE STREET, PORTAGE, MICHIGAN 49002, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY THOMAS M. LARABEL, VICE PRESIDENT, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT; THAT THORNAPPLE FARMS PARK IS A PRIVATE PARK FOR THE USE OF THE THORNAPPLE FARMS HOMEOWNERS ASSOCIATION. THAT THORNAPPLE FARMS PARK EMBRACES THE WATERS OF THE EAST BRANCH OF PLASTER CREEK AND IS SUBJECT TO THE CORRELATIVE RIGHTS OF OTHER RIPARIAN OWNERS AND THE PUBLIC TRUST IN THESE WATERS; THAT LOTS 1 AND 24 SHALL NOT BE ALLOWED DRIVEWAY ACCESS TO HANNA LAKE AVENUE.

MICHIANA LAND DEVELOPMENT, LLC  
2186 E. CENTRE STREET  
PORTAGE, MICHIGAN 49002

STATE FILE NUMBER 802611975  
FILED ON FEBRUARY 27, 2021

Thomas M. Larabel  
BY: THOMAS M. LARABEL, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF MICHIGAN  
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF SEPTEMBER, 2024, BY THOMAS M. LARABEL, VICE PRESIDENT OF MICHIANA LAND DEVELOPMENT, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

Brent M. Feyen  
BRENT M. FEYEN  
NOTARY PUBLIC, KENT COUNTY, MICHIGAN  
MY COMMISSION EXPIRES: 09/14/2029

RECORDING CERTIFICATE

STATE OF MICHIGAN)  
KENT COUNTY )  
THIS PLAT WAS RECEIVED FOR RECORD ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2024, AT \_\_\_\_\_ M. AND RECORDED IN  
INSTRUMENT NO. \_\_\_\_\_

LISA POSTHUMUS LYONS, REGISTER OF DEEDS

TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE 5 YEARS PRECEDING \_\_\_\_\_, 2024, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

PETER F. MACGREGOR, KENT COUNTY TREASURER

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON \_\_\_\_\_, 2024, AS COMPLYING WITH 1967 PA 288, MCL 560.192 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF KENT.

Kenneth Yonker, Drain Commissioner

DATE: \_\_\_\_\_

COUNTY ROAD COMMISSION CERTIFICATE

APPROVED ON \_\_\_\_\_, 2024, AS COMPLYING WITH 1967 PA 288, MCL 560.183 AND THE APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE BOARD OF COUNTY ROAD COMMISSIONERS OF KENT COUNTY.

Rob Ver Heulen, Chairman

DATE: \_\_\_\_\_

MUNICIPAL CERTIFICATE

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF GAINES, AT A MEETING HELD \_\_\_\_\_, 2024, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 560.101 TO 560.293. THE TOWNSHIP DOES HAVE THE PROPERLY ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES WITH REFERENCE TO SECTION 148(4) AND 186 OF 1967 PA 288, AND THE CITY WAIVES THE MINIMUM LOT SIZE REQUIREMENTS. PUBLIC SEWER SERVICES AND PUBLIC WATER SERVICES HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION. SURETY FOR THE INSTALLATION OF LOT CORNERS AND MONUMENTS HAS BEEN POSTED AND EXPIRES WITHIN ONE YEAR OF THE ABOVE DATE.

Michael Brew, Township Clerk

DATE: \_\_\_\_\_

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT BOARD ON \_\_\_\_\_, 2024, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288, MCL 560.101 TO 560.293, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

Stan Stek, Board Chairman  
BOARD OF COMMISSIONERS

Lisa Posthumus Lyons, County Clerk  
REGISTER OF DEEDS

Peter F. Macgregor  
KENT COUNTY TREASURER



## MEMO

### Staff Communication

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DATE: October 14<sup>th</sup>, 2024

TO: Gaines Charter Township Board of Trustees

FROM: Dan Wells, Community Development Director

RE: Thornapple Farms Number 2 Final Plat

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#### SUMMARY OF TOPIC:

The applicant requests approval of the Final Plat for Thornapple Farms No. 2. The plat is 5.93 acres and includes 12 single-family lots and a private park. The Township Board approved the Tentative Preliminary Plat under a "conservation design" layout that allows smaller lots than typical in the Residential-14 zone in exchange for set aside of open space on April 10<sup>th</sup>, 2023. The Preliminary Plat was approved at the December 11<sup>th</sup>, 2023 Board meeting. This is the final approval for the plat before the lots can be sold for home development.

#### FINANCIAL IMPACT:

The project is not anticipated to have a negative financial impact on the Township. The applicant bears costs associated with the review process through administrative and escrow review fees. Water and sewer extension and connections, road construction, and stormwater management improvements will be at the expense of the developer. Tax revenue will increase with the improvement of the property.

#### BUDGET ACTION REQUIRED:

N/A.

#### REVIEW:

This project is subject to review against the following requirements and standards:

- GCTZO Section 6.3 Development Standards and GCT Code of Ordinances Section 22-62 Compliance with Zoning Regulations

- GCTZO Section 6.4 Additional Requirements for Plats & Site Condominium Developments
- GCTZO Section 16.13 Residential Landscaping
- GCT Code of Ordinances, Section 22-63 Sidewalks
- GCT Code of Ordinances, Section 22-64 Street Lighting
- GCT Code of Ordinances Section 22- 65 Public Utilities

#### 1. GCTZO Section 6.3 Development Standards and GCT Code of Ordinances Section 22-62 Compliance with Zoning Regulations

Typically, RL-14 requires a 14,000 square foot lot, and 80-foot width. The applicant has platted lots under Section 6.4.B of the zoning ordinance which allows for reduced lot size to 11,200 square feet and 70 feet in width in exchange for preservation of 10% of the overall plat area.

Setbacks for single-family and two-family lots are 35 feet for the front and rear yards, and eight feet for the sides. The lots appear to be sufficient in size, width, and shape for homes to meet required setbacks, but specific setback measurements of each lot are not noted on the site plan. The lots are sufficient in size, width, and shape for homes to meet required setbacks. The street layout, number of lots, and lot arrangement layout as presented generally reflect the configuration reviewed during the tentative preliminary plat approval process. Minor lot adjustments are evident, as anticipated during the platting process.

#### 2. GCTZO Section 6.4 Additional Requirements for Plats & Site Condominium Developments

Section 6.4 A requires that a preliminary plat incorporates a variety of house models. Since the development is proposed to have over 50 units, a minimum of five house models is required. Each house model shall have multiple characteristics that clearly distinguish it from the other house models, such as different exterior materials, rooflines, garage placement, architectural style, number of stories, and/or building face. Review of house models and future variations be an administrative responsibility during the zoning and building permitting process.

#### 3. GCTZO Section 16.13 Residential Landscaping

Section 16.13 A requires that all platted subdivisions include one canopy tree for every 80 feet of road frontage. Street trees must be placed in accordance with Section 16.13 and the requirements of the Kent County Road Commission. This requirement will be enforced when individual homes are constructed.

#### 4. GCT Code of Ordinances, Section 22-63 Sidewalks

In accordance with Section 22-63, sidewalks shall be installed by the proprietor as specified by Township ordinance or as otherwise required by the Township Board or its designated

Township official or body. Sidewalks shall be constructed per the Township's sidewalk construction protocol.

5. GCT Code of Ordinances, Section 22-64 Street Lighting

In accordance with Section 22-64, street lighting shall be installed by the proprietor as specified by Township ordinance or as otherwise required by the Township Board or its designated Township official or body. Consistent with past developments, the developer should request that the Township create a Street Light Assessment District before a residential building permit is issued by the Township.

- The number and location of streetlights are to be determined by Consumers Energy for each phase of development.
- The developer must provide the necessary funds for installation within 30 days of Gaines Charter Township issuing an invoice for the installation costs.

6. GCT Code of Ordinances Section 22- 65 Public Utilities

All infrastructure shall be completed or guaranteed to be completed with bonds. The Township Engineering and Community Development Departments shall ensure that all bonds are in place as a condition of final plat approval.

**STAFF RECOMMENDATION:**

Final Plat approval is recommended with the following conditions:

1. Staff shall confirm that no less than five house models that meet the requirements of the GCTZO Section 6.4 A are built within the Plat.
2. Staff shall enforce the street tree requirement of the GCTZO Section 16.13 A at the time of building permitting.
3. The applicant shall request the creation of a Street Light Assessment District before applying for residential building permits.
4. All infrastructure, including roads, sidewalks, stormwater facilities, and utilities, shall be completed unless a performance guarantee, such as a bond, is posted to ensure completion. The Township Engineer and Community Development Director shall confirm that all performance guarantees are in place.



# THORNAPPLE FARMS NO. 2

PART OF THE SW 1/4 OF SECTION 11, T5N, R11W,  
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

SHEET 1 OF 2



SCALE: 1" = 50'

LOT 25 SHALL NOT BE  
ALLOWED DRIVEWAY ACCESS  
TO HANNA LAKE AVENUE

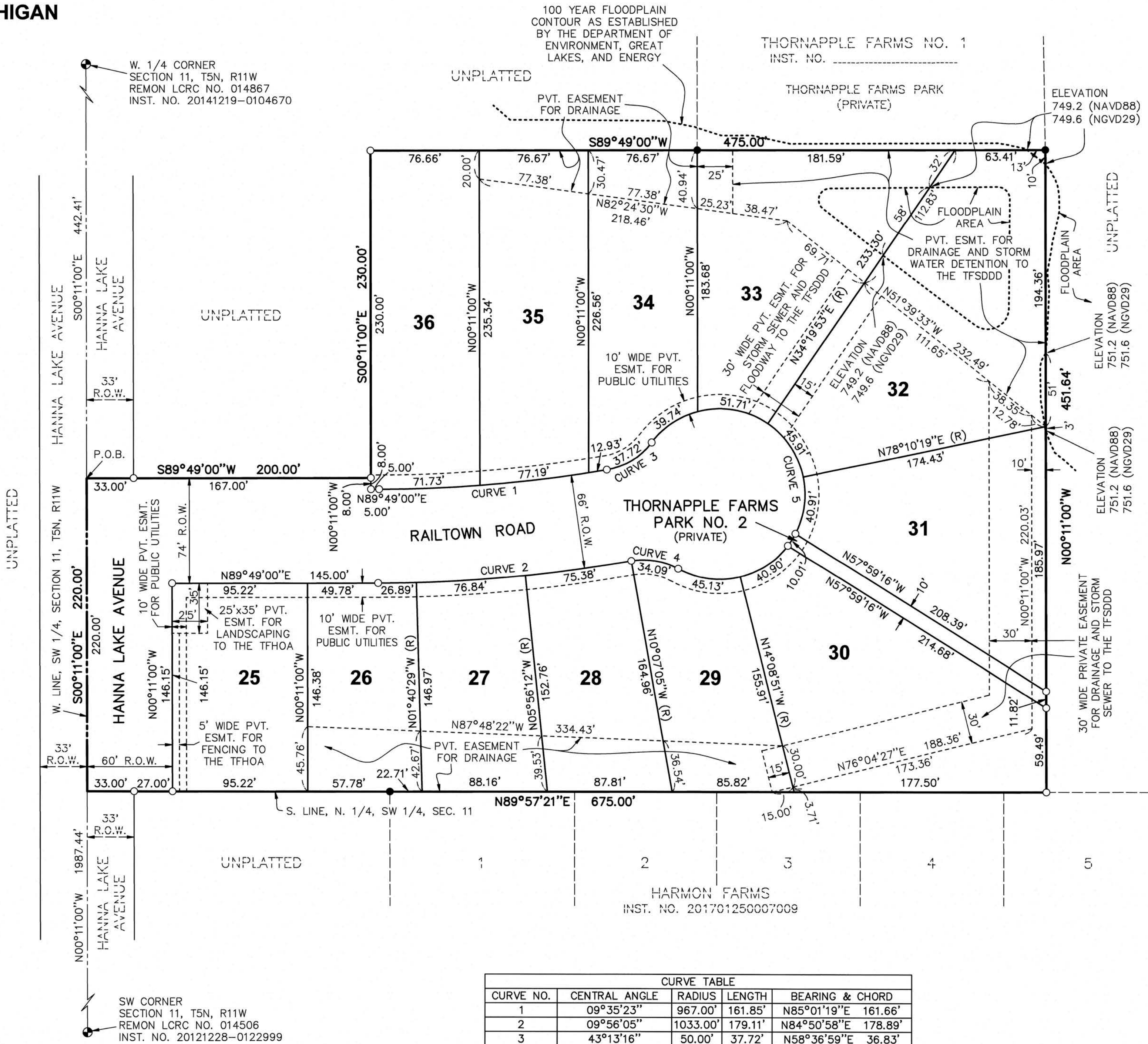


*K. Vierzen*

**RESTRICTION NOTE**  
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288  
OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE  
REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENT,  
GREAT LAKES, AND ENERGY AND THE KENT COUNTY DRAIN  
COMMISSIONER WHICH ARE RECORDED IN INSTRUMENT NUMBER  
\_\_\_\_\_ OF RECORDS OF THIS COUNTY.

**LEGEND**

ALL DIMENSIONS ARE IN FEET.  
CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.  
PLAT BEARINGS ARE BASED ON HARMON FARMS AS RECORDED  
IN INSTRUMENT NO. 201701250007009.  
○ = SET MONUMENT WITH A 1/2" DIAMETER STEEL BAR, 36" LONG,  
ENCASED IN 4" DIAMETER CONCRETE.  
ALL LOT CORNERS ARE MARKED BY 1/2" DIAMETER STEEL BARS,  
18" IN LENGTH WITH SURVEY CAP MARKED EXXEL 50433.  
R = RADIAL. LINES NOT MARKED ARE NON-RADIAL.  
● = FOUND MONUMENT WITH A 1/2" DIAMETER STEEL BAR ENCASED  
IN 4" DIAMETER CONCRETE.  
INST. = INSTRUMENT  
NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988  
TFSDDD = THORNAPPLE FARMS SOUTH DRAIN DRAINAGE DISTRICT  
TFHOA = THORNAPPLE FARMS HOME OWNERS ASSOCIATION



| CURVE TABLE |               |          |         |                     |
|-------------|---------------|----------|---------|---------------------|
| CURVE NO.   | CENTRAL ANGLE | RADIUS   | LENGTH  | BEARING & CHORD     |
| 1           | 09°35'23"     | 967.00'  | 161.85' | N85°01'19"E 161.66' |
| 2           | 09°56'05"     | 1033.00' | 179.11' | N84°50'58"E 178.89' |
| 3           | 43°13'16"     | 50.00'   | 37.72'  | N58°36'59"E 36.83'  |
| 4           | 39°03'59"     | 50.00'   | 34.09'  | N80°35'05"W 33.44'  |
| 5           | 261°56'33"    | 60.00'   | 274.31' | N12°01'22"W 90.60'  |



## MEMO

### Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: Fire Department Data Management Program Change Request

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#### SUMMARY OF TOPIC:

The Fire Department would like to make a change in the providers they use for their incident reporting and data management needs. The provider that they are requesting to move to is First Due. First Due will provide programs that would eliminate several programs that are currently being used by the department. Those programs would include Vector Scheduling, Vector Check It, Image Trend, and Active 911. This request would better tie together the information that is stored and tracked through these programs in a more user-friendly environment. This request would also allow any mutual aid agencies that use First Due access to our pre-plans for buildings in the township.

This move would entail a set-up charge of \$6,050 and a 15-month subscription fee of \$32,250. The anticipated renewal fee for 2026 would be around \$27,000. The 2025 cost to renew the programs that would be eliminated will be \$29,443. That cost will go up again in 2026.

#### BUDGET ACTION REQUIRED:

NONE

#### STAFF RECOMMENDATION:

Staff recommends the approval of this request.



### **Agreement for Services**

This Agreement for Services (this "Agreement") dated as of **October 31, 2024** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Gaines Charter Township Fire Department** located at **3471 68th St SE, Caledonia, MI 49316** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.



4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **15 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other



party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

| <b>Severity Level:</b>                                                                                                                                            | <b>Vendor's Initial Response will be provided within:</b>                               | <b>Vendor's Temporary Resolution will be provided within:</b>                         | <b>Vendor's Final Resolution will be provided within:</b>                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given | 60 minutes from receipt of initial notice from the Customer, or discovery, of the error | 24 hours from receipt of initial notice from the Customer, or discovery, of the error | 2 days from receipt of initial notice from the Customer, or error discovery  |
| 2: Critical Issue – Software is not down, but operations are negatively impacted                                                                                  | 60 minutes from receipt of initial notice from the Customer, or discovery, of the error | 24 hours from receipt of initial notice from the Customer, or discovery, of the error | 2 days from receipt of initial notice from the Customer, or error discovery  |
| 3: Non-Critical Issue – resolution period to be mutually agreed upon                                                                                              | 4 hours from receipt of initial notice from the Customer, or discovery, of the error    | 3 days from receipt of initial notice from the Customer, or discovery, of the error   | 15 days from receipt of initial notice from the Customer, or error discovery |

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use

of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

b. **Tax Exempt** \_\_\_\_\_ (Yes/No)

If yes, please email a copy of the Exempt Certificate to [accounting@firstdue.com](mailto:accounting@firstdue.com).

c. **Purchase Order Required** \_\_\_\_\_ (Yes/No)

If yes, return a copy of the Purchase Order with the signed agreement or email a copy to [accounting@firstdue.com](mailto:accounting@firstdue.com).

**LOCALITY MEDIA, INC.**

**Gaines Charter Township Fire Department**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Locality Media, Inc. dba First Due  
107 Seventh St  
Garden City, NY 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstdue.com/>

## Exhibit A - Quote

Prepared By: Eric LeWinter  
Valid Until: December 31, 2024  
Quote Number: 1545132000329725719

### BILL TO:

Ken Van Hall  
Gaines Charter Township Fire Department  
3471 68th St SE  
Caledonia, MI 49316

**Account:** Gaines Charter Township Fire Department  
**Subscription Start:** October 31, 2024  
**Initial Term:** 15 months  
**Annual Subscription:** \$ 25,800.00

| Product Details                                                                                                                                                                                       | Total |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <b>Occupancy Management &amp; Pre-Incident Planning</b><br>Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.                                     |       |
| <b>Responder</b><br>Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.                                                                                  |       |
| <b>Command</b><br>Comprehensive Incident Command Module with digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated Incident log.           |       |
| <b>Inspections</b><br>Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.                             |       |
| <b>Investigations</b><br>Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules.                                       |       |
| <b>Incident Reporting – NFIRS</b><br>NFIRS Incident Documentation, State and Federal Compliance with automated submission.                                                                            |       |
| <b>Incident Reporting – ePCR</b><br>ePCR Incident Documentation, State and Federal Compliance with automated submission.                                                                              |       |
| <b>Scheduling</b><br>Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.                                                   |       |
| <b>Personnel Management</b><br>Store, Manage and Access Employee Records including demographic data, certifications and employment information.                                                       |       |
| <b>Events &amp; Activities</b><br>Create Events, View Global Activity Log, and Access Global Calendar.                                                                                                |       |
| <b>Assets &amp; Inventory</b><br>Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.                                                        |       |
| <b>First Arriving Integration</b><br>First Arriving Integration                                                                                                                                       |       |
| <b>Tyler Technologies Enterprise CAD Integration</b><br>Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP utilizing the Tyler Technologies Standard Call Export |       |



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**Essentials Online Training Package**

Up to 4 Hours Online Training with certified First Due Instructor

**Implementation and Configuration Services**

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

|                                     |                       |
|-------------------------------------|-----------------------|
| One-Time Fees Subtotal              | \$ 6,050.00           |
| 15-Month Subscription Fees Subtotal | \$ 32,250.00          |
| <b>Grand Total</b>                  | <b>\$ 38,300.00</b>   |
|                                     | <i>*Excluding Tax</i> |

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**Statement of Work**

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

**Terms and Conditions**

Locality Media, Inc dba First Due agrees to split the Grand Total amount due into two (2) invoices. The first invoice will be in the amount of \$6,050 and will be invoiced on execution of this Agreement. The second invoice will be for the remaining balance of \$32,250 and will be invoiced on or around January 31, 2025. For subsequent annual periods, the Service fees are due and payable annually in advance on January 31st.

**Payment Terms:** Net 30 days

**For electronic ACH payment:** Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Locality Media, Inc. dba First Due  
107 Seventh St  
Garden City, NY 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstdue.com/>

**Statement of Work**  
For Quote Number: 1545132000329725719

## Statement of Work | Gaines Charter Township Fire Department

### 1. Introduction

#### 1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Gaines Charter Township Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

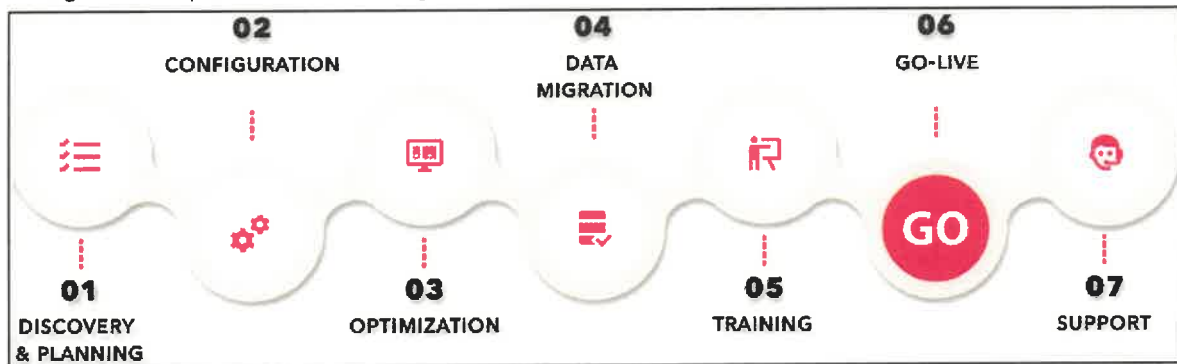
#### 1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

### 2. Implementation

#### 2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



#### 2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

## 2.3 Implementation Phases

**2.3.1 Discovery & Planning:** Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

**2.3.2 Configuration:** After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

**2.3.3 Optimization:** After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

**2.3.4 Data Migration:** Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

**2.3.5 Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

**2.3.6 Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

**2.3.7 Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

### 3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.



## 4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

## 5. Integrations

As part of this Statement of Work, First Due will implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

## 6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

## 7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

### 7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** [support@firstdue.com](mailto:support@firstdue.com)
- **Phone:** (516) 874-5818

## **7.2 Self-Service Resources**

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

## **7.3 Hours of Operation**

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET\*\*
- \*\* 24x7 Support available for Sev 1 (Down/Urgent) issues.

# **8. Assumptions**

## **8.1 Customer Participation**

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

## **8.2 Statement of Work Expiration**

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

## **8.3 Best Practice and Standard Workflow**

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

## **8.4 Go-live Requirements & Gaps**

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
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| <b>Form W-9</b><br>(Rev. March 2024)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Request for Taxpayer<br/>Identification Number and Certification</b><br>Go to <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Give form to the<br/>requester. Do not<br/>send to the IRS.</b> |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>Before you begin.</b> For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| Print or type.<br>See Specific instructions on page 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>Locality Media, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>2</b> Business name/disregarded entity name, if different from above.<br><b>First Due</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____<br><b>Note:</b> Check the "LLC" box above and, in this entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) _____ |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br>(Applies to accounts maintained outside the United States.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><b>107 7th Street</b><br><b>6</b> City, state, and ZIP code<br><b>Garden City, NY 11530</b><br><b>7</b> List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Requester's name and address (optional)</b>                     |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>Part I Taxpayer Identification Number (TIN)</b><br>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.<br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 25%;">8</td> <td style="width: 25%;">1</td> <td style="width: 25%;">-</td> <td style="width: 25%;">1</td> <td style="width: 25%;">3</td> <td style="width: 25%;">8</td> <td style="width: 25%;">8</td> <td style="width: 25%;">0</td> <td style="width: 25%;">6</td> <td style="width: 25%;">2</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    | <b>Social security number</b> |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  | <b>or</b> |  |  |  |  |  |  |  |  |  | <b>Employer identification number</b> |  |  |  |  |  |  |  |  |  | 8 | 1 | - | 1 | 3 | 8 | 8 | 0 | 6 | 2 |
| <b>Social security number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>or</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>Employer identification number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | -                                                                  | 1                             | 3                                                    | 8                                 | 8 | 0 | 6 | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and<br>2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>Sign Here</b></td> <td style="width: 45%;"> <b>Signature of U.S. person</b> <i>Andreas Huber</i> </td> <td style="width: 40%;"> <b>Date</b> Jun 26 2024 13:47 PDT         </td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    | <b>Sign Here</b>              | <b>Signature of U.S. person</b> <i>Andreas Huber</i> | <b>Date</b> Jun 26 2024 13:47 PDT |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>Sign Here</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Signature of U.S. person</b> <i>Andreas Huber</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Date</b> Jun 26 2024 13:47 PDT                                  |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><b>What's New</b><br>Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.<br>New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065).<br><b>Purpose of Form</b><br>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                    |                               |                                                      |                                   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |



## MEMO

### Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: Platform Change Order

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#### SUMMARY OF TOPIC:

With the breakup of the Cutlerville Fire Department, there was discussion that took place about the best location for the new platform. It was ultimately determined that the Dutton Station was the most appropriate place to keep this piece of equipment due to the nature of the larger structures being built on the eastern side of the Township. Once that was determined, a review of the order was performed to make sure that the Township was getting the most functionality possible from the money that was being spent.

The review led to the recommendation for several changes to the vehicle. These recommendations will help to make sure that this truck is as efficient and safe as possible for the personnel that will be using it. The changes have resulted in a price increase of \$41,177.27. This will bring the purchase price total to \$1,752,594.27.

#### BUDGET ACTION REQUIRED:

NONE

#### STAFF RECOMMENDATION:

Staff recommends the approval of the change order.



Customer: Cutlerville Fire Department/ Gaines Township

Bid # / Job #: 1264 / 39765

Date:

8/29/2024

| Date      | Change Type | Option Code | Description                                                                      | Feature                      | Old Feature Text     | New Feature Text                   | Customer Price |
|-----------|-------------|-------------|----------------------------------------------------------------------------------|------------------------------|----------------------|------------------------------------|----------------|
| 8/29/2024 | Added       | 0816171     | Adapter, Exhaust, Nederman, for 6" or 7" Diffuser Outlet                         |                              |                      |                                    | 1,817.30       |
| 8/29/2024 | Added       | 0637922     | Transmitter, Gen 2 for Nederman Exhaust system, CARE                             |                              |                      |                                    | 1,579.40       |
| 8/29/2024 | Deleted     | 0605356     | Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer                      |                              |                      |                                    | (2,429.92)     |
| 8/29/2024 | Added       | 0605355     | Steering Wheel, 4 Spoke with Controls, Enforcer, Mux                             |                              |                      |                                    | 5,082.70       |
| 8/29/2024 | Added       | 0698450     | Recess Cab Lift Controls, In Passengers Side Pump Panel, S/S Door                | Location                     |                      | L side as high as possible         | 517.11         |
| 8/29/2024 | Deleted     | 0751129     | Grille, Painted, Bright Finished Mesh Screen, Front of Cab, Enforcer             | Paint Color, Grille Surround | painted black #100   |                                    | (732.87)       |
| 8/29/2024 | Added       | 0695930     | Grille, Bright Finished, Front of Cab, Enforcer                                  |                              |                      |                                    | 0.00           |
| 8/29/2024 | Deleted     | 0590424     | Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Black         |                              |                      |                                    | (924.26)       |
| 8/29/2024 | Added       | 0521669     | Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex                |                              |                      |                                    | 1,301.42       |
| 8/29/2024 | Deleted     | 0655543     | Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab                   |                              |                      |                                    | 0.00           |
| 8/29/2024 | Added       | 0655544     | Door Panel, Painted Aluminum, Saber/Enforcer 4-Door Cab                          |                              |                      |                                    | 0.00           |
| 8/29/2024 | Deleted     | 0803226     | Steps, 4-Door Cab, Dual, Safe-Stride, Saber FR/Enforcer                          |                              |                      |                                    | (2,701.06)     |
| 8/29/2024 | Added       | 0762273     | Steps, 4-Door Cab, Dual, 1" Longer Bottom Step, Saber FR/Enforcer                |                              |                      |                                    | 1,555.21       |
| 8/29/2024 | Changed     | 0762273     | Steps, 4-Door Cab, Dual, 1" Longer Bottom Step, Saber FR/Enforcer                | Step Well Material           |                      | aluminum treadplate                | 314.46         |
| 8/29/2024 | Deleted     | 0770198     | Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, Black, 4-Dr Cab          |                              |                      |                                    | (718.65)       |
| 8/29/2024 | Added       | 0770200     | Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab               |                              |                      |                                    | 1,011.64       |
| 8/29/2024 | Deleted     | 0057836     | Crowns, Front Fender, Rubber, TAK-4                                              |                              |                      |                                    | (452.78)       |
| 8/29/2024 | Added       | 0583698     | Fenders, S/S on cab, Extra Wide, Saber/Enf                                       |                              |                      |                                    | 1,128.48       |
| 8/29/2024 | Added       | 0673394     | Handrail, Extra - 15-20" Long                                                    |                              |                      |                                    | 1,283.18       |
| 8/29/2024 | Deleted     | 0735245     | Handrail, Extra - 15-20" Long, Hansen Knurled, Black                             |                              |                      |                                    | (1,321.65)     |
| 8/29/2024 | Added       | 0557023     | Handrail, 10", Below Cab Windshield, Pair                                        |                              |                      |                                    | 670.73         |
| 8/29/2024 | Deleted     | 0898656     | Compt, Transverse C/C, RS Double Pan/LS Drop Down, DEF, 70"Enf                   |                              |                      |                                    | (2,382.32)     |
| 8/29/2024 | Added       | 0825546     | Compt, Stor, 15 W x 74.5 H LS/84.5 H RS x 15/8 D, Dbl Pan, RS Rec Tb,DEF,70" Enf |                              |                      |                                    | 5,181.15       |
| 8/29/2024 | Deleted     | 0671301     | Tubes, (2) Pike Pole, (1) Each Side, Storage, Transverse Compartment             |                              |                      |                                    | (254.96)       |
| 8/29/2024 | Added       | 0815156     | Brackets/Channels, Backboard Storage, (1), Mounted to Ceiling                    |                              |                      |                                    | 979.74         |
| 8/29/2024 | Deleted     | 0776419     | Lettering, Laser Cut, S/S Screen, Below Grille, SFR/Enf                          |                              |                      |                                    | (349.82)       |
| 8/29/2024 | Deleted     | 0723857     | Motion Device Only, Havis, C-MD-301 Slide Rail for Computer Dock Station w/Riser |                              |                      |                                    | (406.02)       |
| 8/29/2024 | Deleted     | 0627914     | Sun Visor, Smoked Lexan, Rubber Trim, AXT, Imp/Vel, SFR/Enf                      | Sun Visor Retention          | no retention bracket |                                    | (68.72)        |
| 8/29/2024 | Added       | 0624005     | Sun Visor, Vinyl/Fabric, AXT, Qtm, SFR/Enf                                       | Sun Visor Retention          |                      | a polished stainless steel bracket | 471.64         |
| 8/29/2024 | Deleted     | 0622887     | Grab Handles, Driver Door Post, Officer Door Post Low, Saber FR/Enforcer         |                              |                      |                                    | 0.00           |
| 8/29/2024 | Added       | 0821790     | Grab Handles, Driver and Officer Door Posts, Lowered 7.50", Saber FR/Enforcer    |                              |                      |                                    | 353.55         |
| 8/29/2024 | Deleted     | 0622803     | Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX                        |                              |                      |                                    | (340.87)       |

|           |         |         |                                                                                  |                            |                                       |                                                                                                                                 |            |
|-----------|---------|---------|----------------------------------------------------------------------------------|----------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------|
| 8/29/2024 | Added   | 0603606 | Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX                            |                            |                                       |                                                                                                                                 | 635.46     |
| 8/29/2024 | Added   | 0523921 | Recess, Rear Vision Camera                                                       | Location, Camera, Recessed |                                       | in the center at the rear                                                                                                       | 344.15     |
| 8/29/2024 | Deleted | 0530949 | Location, Bat Chrg Ind, Driver's Seat Riser                                      |                            |                                       |                                                                                                                                 | (96.91)    |
| 8/29/2024 | Added   | 0814872 | Location, Cab, Ind/Remote, Display Through Window Behind Driver Seat             |                            |                                       |                                                                                                                                 | 0.00       |
| 8/29/2024 | Added   | 0814065 | Display, Kussmaul Single Bat Status Ind, 091-194X-IND-WT-XX                      | Color, Trim                |                                       | red trim                                                                                                                        | 653.35     |
| 8/29/2024 | Added   | 0814877 | Location, Cab, Ind/Remote Display, Through Window Behind Driver Seat, LS         |                            |                                       |                                                                                                                                 | 0.00       |
| 8/29/2024 | Deleted | 0787592 | Shorelines Cab Loc, Surface Mt, Driver's Side Cab, Above Front Wheel             |                            |                                       |                                                                                                                                 | (193.83)   |
| 8/29/2024 | Added   | 0026800 | Shoreline Location                                                               |                            |                                       | on the driver's side cab step well area as far rearward as practical                                                            | 136.17     |
| 8/29/2024 | Changed | 0625953 | Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf/Sab            | Color, Lens, LED's         | the same color as the LED's           | clear                                                                                                                           | 0.00       |
| 8/29/2024 | Deleted | 0794744 | Bezels, WIn, (2) M6 Black Pierce, For mtg (4) WIn M6 lights                      |                            |                                       |                                                                                                                                 | (460.40)   |
| 8/29/2024 | Added   | 0556842 | Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights                     |                            |                                       |                                                                                                                                 | 848.43     |
| 8/29/2024 | Deleted | 0589905 | Alarm, Back-up Warning, PRECO 1040                                               |                            |                                       |                                                                                                                                 | 0.00       |
| 8/29/2024 | Added   | 0689602 | Alarm, Back-up Warning, ECCO SA917                                               |                            |                                       |                                                                                                                                 | 267.30     |
| 8/29/2024 | Added   | 0766291 | Cover/Step, Over Light, Horizontal Mt                                            | Qty,                       |                                       | 01                                                                                                                              | 1,355.77   |
| 8/29/2024 | Changed | 0892702 | Lights, Walk Surf, Amdor AY-LB-12HW020, P25 LED, 100AAT                          | Color, Trim                | black housing                         | chrome housing                                                                                                                  | 0.00       |
| 8/29/2024 | Changed | 0771504 | Compt, Left Side, Roll, 100AAT                                                   | Latch, Door, Access        | a pair of flush lift and turn latches | a pair of SouthCo C2 chrome raised trigger lever latches                                                                        | 116.37     |
| 8/29/2024 | Added   | 0897466 | Shelves,Adj,500 lb Capacity,Full Width/Depth,Special Notch,Predefined Loc,Aerial | Qty.                       | 01                                    | in RS1 in the upper third                                                                                                       | 552.77     |
| 8/29/2024 | Changed | 0600289 | Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial    | Material Finish, Shelf     | painted nightspots                    | painted spatter gray                                                                                                            | (145.37)   |
| 8/29/2024 | Added   | 0667235 | Cable, Single Hand Operation, Tilt/Slide Out, Utility Trays                      | Qty, Tray (slide-out)      |                                       | 01                                                                                                                              | 93.62      |
| 8/29/2024 | Added   | 0709692 | Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations                  | Qty.                       | 03                                    | in LS3 centered between the floor and ceiling to left of the partition, in LS2 in the lower third and in LS2 in the upper third | 3,004.30   |
| 8/29/2024 | Changed | 0647772 | Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G                           | Qty,                       | 05                                    | 02                                                                                                                              | (2,617.74) |
| 8/29/2024 | Changed | 0647772 | Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G                           | Material                   | painted nightspots                    | painted spatter gray                                                                                                            | (57.98)    |
| 8/29/2024 | Changed | 0650455 | Toolboard, Slide-Out, Alum, .188", No Holes, 3G                                  | Qty                        | 02                                    | 2                                                                                                                               | (2,666.34) |
| 8/29/2024 | Changed | 0650455 | Toolboard, Slide-Out, Alum, .188", No Holes, 3G                                  | Finish, Pegboard/Toolboard | painted nightspots 909017             | spatter gray painted                                                                                                            | (57.98)    |
| 8/29/2024 | Changed | 0726457 | Partition, Vertical Compt, Predefined Locations                                  | Material Finish, Partition | painted nightspots 909017             | painted spatter gray                                                                                                            | (24.23)    |
| 8/29/2024 | Added   | 0062168 | Cable Release, Tilt Tray, IAT Std Latches                                        | Qty, Comp. Accessory       |                                       | 02                                                                                                                              | 148.50     |
| 8/29/2024 | Added   | 0797957 | Pac Trac, Installed on Compartment Wall, Back Wall Only                          | Qty, Comp. Accessory       |                                       | 01                                                                                                                              | 1,753.21   |
| 8/29/2024 | Changed | 0765324 | Compt, Air Bottle/Extinguisher,Between Tandems,Three (3),w/Straps,100AAT,Bolt-In | Qty, Air Bottle Comp       | 1                                     | on the left side and the right side                                                                                             | 1,568.55   |
| 8/29/2024 | Deleted | 0795333 | Compt, Air Bottle, Single, Fender Panel, Bolt-In                                 |                            |                                       |                                                                                                                                 | (3,225.30) |
| 8/29/2024 | Deleted | 0064217 | Storage Bin, Extinguisher(s)                                                     | Location, Bracket/comp.    | LS center of axles                    |                                                                                                                                 | (163.85)   |
| 8/29/2024 | Added   | 0750559 | Compt, Air Bottle, Double, Fender Panel, Tri Door, Alum, Common Fuel Door,100AAT |                            |                                       | on the left side rearward of the rear wheels. The triangular door to cover the air bottle opening and the fuel tank access      | 1,258.05   |

|           |         |         |                                                                                  |                              |                                                          |                                                                        |          |
|-----------|---------|---------|----------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------|------------------------------------------------------------------------|----------|
| 8/29/2024 | Added   | 0657522 | Compt, Air Bottle, Triple, Fender Panel                                          | Qty, Air Bottle Comp         |                                                          | 1                                                                      | 1,650.10 |
| 8/29/2024 | Added   | 0622393 | Compt, Air Pack Fender Panel                                                     | Qty,                         |                                                          | 01                                                                     | 1,573.87 |
| 8/29/2024 | Added   | 0811728 | Compt, Exting (2) Fender Panel, Tri Door, RS Front, w/Divider, 100AAT            | Qty,                         |                                                          | 01                                                                     | 1,745.90 |
| 8/29/2024 | Changed | 0806199 | Ladders in Torque Box, Gortite Roll, Retainer Latch, 100AAT                      | Color, Roll-up Door, Gortite | an anodized satin finish                                 | painting one (1) color to match the lower portion of the body          | 180.55   |
| 8/29/2024 | Added   | 0004249 | Slides, Dura-Surf, Ground Ladder Storage, Horizontal Surfaces, Ascendant,PAL,PAP |                              |                                                          |                                                                        | 848.22   |
| 8/29/2024 | Changed | 0552649 | Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6     | Qty,                         | 02                                                       | 04                                                                     | 415.63   |
| 8/29/2024 | Added   | 0518487 | Mounting Only, Pike Poles Fire Hooks Unlimited, Hooks Nest 4                     | Qty,                         |                                                          | 2                                                                      | 663.29   |
| 8/29/2024 | Added   | 0005080 | Reducer, 2.50" FNST x 1.50" MNST, w/Cap                                          | Qty, Adapter for Outlets     |                                                          | 2                                                                      | 362.11   |
| 8/29/2024 | Deleted | 0623374 | Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides    |                              |                                                          |                                                                        | (488.43) |
| 8/29/2024 | Added   | 0726644 | Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar,Sides     |                              |                                                          |                                                                        | 869.75   |
| 8/29/2024 | Added   | 0746447 | Approval Dwg, All Pump Panel(s), Includes Color And Label Tags                   |                              |                                                          |                                                                        | 933.71   |
| 8/29/2024 | Added   | 0888278 | Sw, Siren Brake, Momentary Chrome Push Button, RS Elec Siren                     |                              |                                                          |                                                                        | 0.00     |
| 8/29/2024 | Deleted | 0771504 | Compt, Left Side, Roll, 100AAT                                                   | Latch, Door, Access          | a pair of SouthCo C2 chrome raised trigger lever latches |                                                                        | (98.91)  |
| 8/29/2024 | Changed | 0771504 | Compt, Left Side, Roll, 100AAT                                                   | Latch, Door, Access          | a pair of SouthCo C2 chrome raised trigger lever latches |                                                                        | 0.00     |
| 8/29/2024 | Deleted | 0766483 | Doors, Gortite Rollup, Side Compartments                                         |                              |                                                          |                                                                        | 0.00     |
| 8/29/2024 | Deleted | 0771505 | Compt, Right Side, Roll, 100AAT                                                  |                              |                                                          |                                                                        | 0.00     |
| 8/29/2024 | Added   | 0721097 | Compt, Left Side, Lap, Single Lap Forward of Tandems, 100AAT                     |                              |                                                          |                                                                        | 0.00     |
| 8/29/2024 | Added   | 0771213 | Doors, Lap w/"D" Handles, Aluminum, Side Compartments                            |                              |                                                          |                                                                        | 0.00     |
| 8/29/2024 | Added   | 0771230 | Compt, Right Side, Lap, 100AAT                                                   |                              |                                                          |                                                                        | 0.00     |
| 8/29/2024 | Added   | 0811087 | Control, Aux Electric Siren, Steering Wheel Q2B Siren Switches                   |                              |                                                          |                                                                        | 542.96   |
| 8/29/2024 | Added   | 0620510 | Control, Aux Electric Siren, Steering Wheel Siren Brake Sw                       |                              |                                                          |                                                                        | 357.49   |
| 8/29/2024 | Added   | 0751906 | Lights, Side Basket, WIn, M6** LED, 100AAT 1st                                   | Qty,                         |                                                          | 2                                                                      | 1,050.21 |
| 8/29/2024 | Added   | 0764729 | Lights, Side Rf, WIn M4** LED, Paint Brkt, Custom, Alternating Flash # 8, 6lts   |                              |                                                          | over the crew cab doors                                                | 3,568.44 |
| 8/29/2024 | Changed | 0764729 | Lights, Side Rf, WIn M4** LED, Paint Brkt, Custom, Alternating Flash # 8, 6lts   | Location, Light Bar          |                                                          | over the crew cab doors                                                | 134.24   |
| 8/29/2024 | Added   | 0757436 | Light, Front, Roto Ray 4000W, PAR46 LED, 2-R, 1-W, Crm Hsn Btw Grl Windshield    |                              |                                                          |                                                                        | 4,496.78 |
| 8/29/2024 | Added   | 0740407 | Lights, Rear, WIn M6** LED, Features 1st                                         |                              |                                                          | Rear bulkhead, one each side                                           | 1,049.18 |
| 8/29/2024 | Changed | 0740407 | Lights, Rear, WIn M6** LED, Features 1st                                         | Color, Lights, Warning       |                                                          | light(s) to include green flashing LEDs                                | 88.39    |
| 8/29/2024 | Changed | 0791501 | Light, Traffic Directing, WIn TAL65, 36" Long LED, Aerials                       | Activation, Traffic Dir L    | auxiliary flash not activated                            | auxiliary flash to be activated when the emergency master switch is on | 136.78   |
| 8/29/2024 | Changed | 0728458 | Location, TDL, Surface Mounted Over Rear Door in Box, Material Feature, 100AAT   | Material, Bracket            | black painted aluminum treadplate                        | aluminum treadplate                                                    | (48.45)  |
| 8/29/2024 | Deleted | 0779706 | Receptacle Strip, 15A 120V 7-Place 90 Deg, FEL99089, Protect Metal Housing, Int  |                              |                                                          |                                                                        | (597.84) |
| 8/29/2024 | Changed | 0688232 | Rung Covers, Aerial Device                                                       | Rung Cover Color             | safety yellow                                            | black                                                                  | 136.41   |

|            |                |         |                                                                                  |                                     |                                            |                                                                         |            |
|------------|----------------|---------|----------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------|-------------------------------------------------------------------------|------------|
| 8/29/2024  | <b>Changed</b> | 0728982 | Box, Saw Storage, w/Cover, Base Section Above Boom Panel, 100AAT, Door Sw        | Louvers                             | no louvers                                 | louvers on the side of the box facing the aerial device for ventilation | 204.62     |
| 8/29/2024  | <b>Added</b>   | 0765470 | Rubber Bumper, Perimeter of Basket, 100AAT                                       |                                     |                                            |                                                                         | 616.50     |
| 8/29/2024  | <b>Added</b>   | 0677439 | Box, Hose Storage, Platform                                                      |                                     |                                            |                                                                         | 1,315.60   |
| 8/29/2024  | <b>Added</b>   | 0678780 | Brackets Only, Axe, Platform                                                     |                                     |                                            |                                                                         | 297.61     |
| 8/29/2024  | <b>Changed</b> | 0749120 | Lighting, Rung, LED, TecNiq, 5 Section, Base, Low, Cent, Upper, Fly, 100AAT      | Color, Lt Aerial Fly Sect           | fly section of the ladder to be blue       | fly section of the ladder to be red                                     | 0.00       |
| 8/29/2024  | <b>Changed</b> | 0749120 | Lighting, Rung, LED, TecNiq, 5 Section, Base, Low, Cent, Upper, Fly, 100AAT      | Color, Lt Aerial Base Sect          | base section of the ladder to be red       | base section of the ladder to be blue                                   | 0.00       |
| 8/29/2024  | <b>Changed</b> | 0749120 | Lighting, Rung, LED, TecNiq, 5 Section, Base, Low, Cent, Upper, Fly, 100AAT      | Color, Lt Aerial Lower Mid Sect     | lower mid section of the ladder to be red  | lower mid section of the ladder to be blue                              | 0.00       |
| 8/29/2024  | <b>Changed</b> | 0749120 | Lighting, Rung, LED, TecNiq, 5 Section, Base, Low, Cent, Upper, Fly, 100AAT      | Color, Lt Aerial Upper Mid Sect     | upper mid section of the ladder to be blue | upper mid section of the ladder to be red                               | 0.00       |
| 8/29/2024  | <b>Added</b>   | 0533277 | Extinguisher, 2.5 Gal. Pressurized Water                                         | Qty, Extinguishers                  |                                            | 1                                                                       | 625.02     |
| 8/29/2024  | <b>Changed</b> | 0709566 | Paint, Two-Tone Color, Enforcer                                                  | Paint Color, Upper Area, Predefined |                                            | Charcoal Metallic #672                                                  | 1,933.47   |
| 8/29/2024  | <b>Changed</b> | 0709566 | Paint, Two-Tone Color, Enforcer                                                  | Paint Color, Lower Area, Predefined |                                            | Red #516                                                                | 0.00       |
| 8/29/2024  | <b>Deleted</b> | 0758805 | Paint, Laser Cut S/S Screen, Below Grille, SFR/Enf                               |                                     |                                            |                                                                         | (331.05)   |
| 8/29/2024  | <b>Deleted</b> | 0639088 | Compartment Paint, 909017, Nightspots                                            |                                     |                                            |                                                                         | (1,830.06) |
| 8/29/2024  | <b>Added</b>   | 0007230 | Compartment, Painted, Spatter Gray                                               |                                     |                                            |                                                                         | 0.00       |
| 8/29/2024  | <b>Changed</b> | 0792638 | Aerial Platform Paint                                                            | Paint Color, Aerial Device          | black 101                                  | charcoal metallic 672                                                   | 707.76     |
| 8/29/2024  | <b>Changed</b> | 0792638 | Aerial Platform Paint                                                            | Paint Color, Turntable              | black 101 with zinc rich primer            | charcoal metallic 672                                                   | (1,117.99) |
| 8/29/2024  | <b>Changed</b> | 0792638 | Aerial Platform Paint                                                            | Paint Color, Boom Support           | black 101                                  | charcoal metallic 672                                                   | (0.00)     |
| 8/29/2024  | <b>Changed</b> | 0792638 | Aerial Platform Paint                                                            | Paint Color, Cylinders              | black 101                                  | charcoal metallic 672                                                   | 0.00       |
| 8/29/2024  | <b>Changed</b> | 0792638 | Aerial Platform Paint                                                            | Paint Color, Aerial Torque Box      | black 101 paint                            | charcoal metallic 672                                                   | 0.01       |
| 8/29/2024  | <b>Changed</b> | 0792638 | Aerial Platform Paint                                                            | Paint Color, Aerial Stabilizers     | black 101                                  | charcoal metallic 672                                                   | 0.00       |
| 8/29/2024  | <b>Changed</b> | 0792638 | Aerial Platform Paint                                                            | Paint Color, Aerial Basket          | black 101                                  | charcoal metallic 672                                                   | 0.00       |
| 8/29/2024  | <b>Changed</b> | 0792638 | Aerial Platform Paint                                                            | Paint Color, Aerial Rotation Motor  | black                                      | charcoal metallic 672                                                   | 409.21     |
| 8/29/2024  | <b>Changed</b> | 0792638 | Aerial Platform Paint                                                            | Paint Color, Aerial Control Console | black 101                                  | charcoal metallic 672                                                   | 0.00       |
| 8/29/2024  | <b>Deleted</b> | 0027341 | Jog, In Reflective Stripe, Single or Multiple                                    |                                     |                                            |                                                                         | (234.33)   |
| 8/29/2024  | <b>Deleted</b> | 0671876 | Stripe, Diamond Grade Chevron, Slide Out Tray, Front and Sides                   | Location                            | All floor mounted slide out trays          |                                                                         | (534.72)   |
| 8/29/2024  | <b>Added</b>   | 0022087 | "Z" Ribbon, w/Shade in Reflective Stripe, Pair                                   |                                     |                                            |                                                                         | 728.11     |
| 8/29/2024  | <b>Added</b>   | 0671595 | Stripe, Diamond Grade Chevron, Swing Down Turntable Access Steps, Front and Rear |                                     |                                            |                                                                         | 624.22     |
| 8/29/2024  | <b>Deleted</b> | 0593225 | Stripe, Reflective, Cab Doors Interior, Diamond Grade                            |                                     | fluorescent yellow green diamond grade     |                                                                         | (159.06)   |
| 8/29/2024  | <b>Added</b>   | 0065687 | Stripe, Reflective, Cab Doors Interior                                           |                                     |                                            | yellow                                                                  | 223.91     |
| 8/29/2024  | <b>Added</b>   | 0679788 | Stripe, Vinyl, Cab Sides, IPO Chrome Molding                                     |                                     |                                            |                                                                         | 203.65     |
| 8/29/2024  | <b>Deleted</b> | 0530793 | Emblem, American Flag, Flat (Not Moving), Pair, Mirror Images                    |                                     |                                            |                                                                         | (261.21)   |
| 10/30/2023 | <b>Added</b>   | 0670250 | Install Customer Provided Two-Way Radio(s), Enforcer Chassis                     |                                     |                                            |                                                                         | 1,257.67   |
| 10/30/2023 | <b>Added</b>   | 0044166 | Swivel Mount, Heavy Duty, Fill in Blank Feature                                  |                                     |                                            |                                                                         | 251.52     |
| 1/2/2024   | <b>Added</b>   | 0657126 | Siren, Aux, WIn 295SLSA1, 100 or 200 Watt                                        |                                     |                                            |                                                                         | 1,009.34   |
| 1/2/2024   | <b>Added</b>   | 0686831 | Location, Aux Elect Siren, Overhead PS                                           |                                     |                                            |                                                                         | 251.89     |



|           |         |         |                                                                                  |      |   |    |             |
|-----------|---------|---------|----------------------------------------------------------------------------------|------|---|----|-------------|
| 1/2/2024  | Added   | 0688030 | Control, Aux Electric Siren, Passenger's Side Foot Sw                            |      |   |    | 158.24      |
| 1/2/2024  | Added   | 0687950 | Location, Aux Siren Speaker, Frt Bumper, Recess, LS, Outside Frame,Otbrd (Pos 7) |      |   |    | 251.89      |
| 1/2/2024  | Changed | 0622205 | Speaker, Aux, Siren, Federal ES100C, ESFMT-EF Recess Mnt w/Grille                | Qty, | 0 | 01 | 821.91      |
| 5/29/2024 | Deleted | 0764091 | DC Power To Tip, 12.88 Amp, 100AAT                                               |      |   |    | (2,589.92)  |
| 5/29/2024 | Added   | 0741714 | DC Power To Tip, 20.48 Amp, 100AAT                                               |      |   |    | 3,583.16    |
|           |         |         |                                                                                  |      |   |    | 0.00        |
|           |         |         |                                                                                  |      |   |    | \$41,177.27 |

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Sales Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## MEMO

### Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: Cutlerville Firefighters Local 4385 – Contract Extension

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#### SUMMARY OF TOPIC:

The contract for the Cutlerville Firefighters Local 4385 Union was up for renewal on July 1, 2024. The Union has requested an 18-month extension of the current contract. This extension will be beneficial to the Township in two ways. First, it will get the Township through the separation of the Cutlerville Fire Department, allowing the dust to settle and giving Gaines a better idea of what the costs will be to run that station going forward. Second, it will move this group of employees on to the calendar year schedule for reviews and wages and align with the rest of the Township staff.

There were only two requests from the Union before presenting the extension was a 4% pay increase effective July 1 when the contract would have been renewed. They were due for a raise at that time. The second request was a 4% pay increase effective the first pay period in January. They would then follow the annual calendar schedule for raises.

In reviewing wage increases since July 1, 2020, which was the last contract renewal, the Local 4385 will have received 24% in wage increases if these requests are approved. The Township Staff, if the proposed 2025 budget is approved, will have received 24.2% in wage increases since January 1, 2021.

#### BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION: Staff recommends approving this extension request with the terms stated.

**AGREEMENT TO ADOPT, EXTEND, AND MODIFY THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE GAINES TOWNSHIP FIRE FIGHTERS UNION, LOCAL 4385, I.A.F.F. (FORMERLY KNOWN AS THE CUTLERVILLE FIRE FIGHTERS UNION, LOCAL 4385, I.A.F.F.) AND THE CHARTER TOWNSHIP OF GAINES**

WHEREAS, the Cutlerville Fire Fighters Union, Local 4385, I.A.F.F. and the Boards of the Charter Township of Gaines and Byron Township were parties to a collective bargaining agreement effective July 1, 2021 through June 30, 2024; and,

WHEREAS, the Charter Township of Gaines has determined to create a new fire department, called the Gaines Charter Township Fire Department; and,

WHEREAS, the Cutlerville Fire Fighters Union, Local 4385, I.A.F.F. has petitioned the International Association of Fire Fighters to transfer its charter so that it is henceforth certified as the Gaines Township Fire Fighters Union, Local 4385, I.A.F.F.; and,

WHEREAS, the Gaines Township Fire Fighters Union, Local 4385, I.A.F.F. and the Charter Township of Gaines desire to adopt, extend, and modify the expired 2021-2024 Cutlerville collective bargaining agreement (“the Cutlerville Agreement”) as the initial collective bargaining agreement between them;

THEREFORE, IT IS AGREED that the Charter Township of Gaines hereby recognizes the Gaines Township Fire Fighters Union, Local 4385, I.A.F.F. as the sole and exclusive bargaining representative for the purposes of negotiating wages, hours, and terms and conditions of employment of the employees in the bargaining unit later described herein: and,

IT IS FURTHER AGREED that the Charter Township of Gaines and the Gaines Township Fire Fighters Union, Local 4385, I.A.F.F. hereby agree to adopt the 2021-2024 Cutlerville Agreement *verbatim* for a term beginning on July 1, 2024, and continuing through December 31, 2025, except as modified as follows:

1. All references to the prior employer (“the Boards”) shall be replaced by either “the Township” or “the Employer” and all references to the “Cutlerville Fire Department”

shall be replaced by “Gains Charter Township Fire Department.”

2. Section 1.1 of the Cutlerville Agreement shall be deleted in its entirety and Section 1.1 of the new agreement shall state: “The Township recognizes the Union as the sole and exclusive collective bargaining representative for its full-time Firefighter/EMS employees in the Gains Charter Township Fire Department (who were formerly employees of the Cutlerville Fire Department), excluding the fire chief, deputy fire chief, part-time and paid-on-call firefighters/EMS, and volunteers.”
3. Article 12 and Appendix A shall be modified to reflect an across-the-board retroactive wage increase of 4% effective July 1, 2024, and an additional 4% across- the-board wage increase effective January 1, 2025.

IT IS FURTHER AGREED that representatives of the parties to the new collective bargaining agreement shall begin meeting to negotiate a successor collective bargaining agreement no later than October 1, 2025.

Executed this \_\_\_\_\_ day of October, 2024.

CHARTER TOWNSHIP OF GAINES

GAINES TOWNSHIP FIRE  
FIGHTERS UNION, LOCAL 4385,  
I.A.F.F.

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## MEMO

Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: Request by Blendon Township to join the Grand Valley Metro Council

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### SUMMARY OF TOPIC:

On September 5, 2024, the Grand Valley Metropolitan Council (GVMC) approved a motion to add Blendon Township as a member of GVMC.

GVMC's articles of incorporation require all local governmental units that have representatives on the Metro Council approve their membership by resolution.

BUDGET ACTION REQUIRED: NONE

### STAFF RECOMMENDATION:

Staff recommends the Board approves this request by adopting the attached resolution.

**GAINES CHARTER TOWNSHIP**

**RESOLUTION 2024-\_\_**

**TO APPROVE AMENDMENT NO. 40 IN  
THE ARTICLES OF INCORPORATION OF  
GRAND VALLEY METROPOLITAN COUNCIL**

At a regular meeting of the Charter Township of Gaines' Board of Trustees held in the Board Meeting Room, 8555 Kalamazoo Avenue, SE, Caledonia, MI, 49316 on Monday, October 14, 2024, there were:

Present:

Absent:

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, the members of Grand Valley Metropolitan Council ("Metro Council") have by majority vote approved Amendment No. 42 (Addition of Blendon Township) in the Articles of Incorporation of Grand Valley Metropolitan Council; and

WHEREAS, the amendments have now been submitted for approval by the legislative bodies of the local governmental units that belong to Metro Council; and

WHEREAS, the Board of Trustees of the Charter Township of Gaines of the County of Kent, MI, has considered Amendment No. 42 in the Articles of Incorporation of Metro Council.

NOW, THEREFORE, BE IT RESOLVED:

Amendment No. 42 in the Articles of Incorporation of Grand Valley Metropolitan Council is hereby APPROVED.

ADOPTED this 14th day of October 2024 by the Board of Trustees of the Charter Township of Gaines, of the County of Kent, MI upon a Roll Call Vote for the adoption of said resolution. The vote was:

AYES:

NAYS:

ABSTAIN:

Certification:

To the undersigned, being duly qualified and Clerk of the Charter Township of Gaines, Kent County, MI does hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Trustees of the Charter Township of Gaines at a regular meeting of said Board of Trustees held on October 14, 2024, at which meeting a quorum was present and remained throughout and that the original of said resolution is on file in the records of said Township. I hereby certify that the meeting was conducted in compliance with the Open Meetings Act, ACT No. 267 of the Michigan Public Acts of 1976.

DATED:

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Michael A. Brew, Township Clerk



## MEMO

Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: 2025 Streetlight Assessments

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### SUMMARY OF TOPIC:

Streetlight assessments are billed along with our Township millage on the winter tax bills. Currently, the assessment rate is .40 mills per \$1,000 of taxable value. The current rate of \$0.40 was set in 2018.

At this time, the Treasurer feels the rate should be lowered. The objective of the assessment is to cover the expense of providing streetlighting in the various developments. Lowering the rate will bring our revenues in line with our expenses,

Should the rate remain \$0.40, we will have a large excess of dollars collected. Lowering the rate to \$0.25 will be sufficient to meet our needs.

BUDGET ACTION REQUIRED: NONE

### STAFF RECOMMENDATION:

Staff recommends the Board approve this request to approve the reduction of the streetlighting special assessment rate from \$0.40 to \$0.25, effective 1/1/2025.





## MEMO

### Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: Grinning Mitten (DBA Railtown Brewing Co) – request for additional liquor license

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#### SUMMARY OF TOPIC:

Grinning Mitten (DBA Railtown) currently holds a Micro Brewer and a Small Wine Maker license. They also hold an On-Premises Tasting Room Permit.

Staff received a request from Justin Buiter, Co-Founder of Railtown, to apply for a Small Distiller License in addition to the two licenses they currently hold.

A Small Distiller license will allow them to manufacture no more than 60,000 gallons of spirits\* per year, to sell those spirits to the Commission for the sale and distribution through Authorized Distribution Agents to retailer licensees, and to sell its spirits to customers for consumption on or off the premises at a tasting room located on its manufacturing premises where it also holds the On-Premises Tasting Room Permit.

State law requires they receive approval from the local legislative body of the local government unit where it will be licensed. Please note this license requires them to hold a Manufacturer License and On-Premises Tasting Room Permit (the two licenses they currently hold).

***\*Defined as distilled alcoholic beverages, including but not limited to tequila, rum, gin, vodka, whiskey, bourbon, wine with an alcohol content of more than 21% by volume.***

**BUDGET ACTION REQUIRED:**

None. Additionally, Railtown has submitted the \$1,000 application fee required by our Liquor License Control Ordinance.

**STAFF RECOMMENDATION:** Staff recommends the required public hearing be set for Monday, November 11, 2024.



## MEMO

### Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: MI Uniform Video Service Local Franchise Agreement Renewal - Comcast

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#### SUMMARY OF TOPIC:

The current Michigan Uniform Video Service Local Franchise Agreement for Comcast is set to expire at the end of October. Comcast has requested a renewal of the agreement for a 10-year period.

The agreement allows the Township to collect up to 5% of the gross revenue in the form of a Franchise Fee and up to 2% of the gross revenue as Public, Education, and Government (PEG) Channels Fee. The expiring agreement is set at 5% for the Franchise Fee and 1% for the PEG Fee.

#### BUDGET ACTION REQUIRED:

NONE

#### STAFF RECOMMENDATION:

Staff recommends renewing the agreement at the current level of 5% for the Franchise Fee and 1% for the PEG Fee.

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

### **The forms shall meet the following requirements:**

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]  
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a



FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission  
Attn: Video Franchising  
6545 Mercantile Way  
P.O. Box 30221  
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between Gaines Charter Township, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of California/Massachusetts/Michigan/Utah, LLC, a Delaware Limited Liability Company doing business as Comcast.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the



permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of \_\_\_\_\_% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
    - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services,

- capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
- v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
- vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
- vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
- viii. Sales of capital assets or surplus equipment.
- ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
- x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 1%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 1 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is ----- % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.



## **XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

Gaines Charter Township:

Attn:

Fax No.:

*If to the Provider:*  
(must provide street address)

1.  
41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 734-892-2159

2.  
2605 Circle 75 Pkwy SE

Atlanta, GA 30339

Attn: Sr. Vice President, Government Relations

3.  
One Comcast Center  
Philadelphia, PA 19103

Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

## **XVI. Miscellaneous**

- A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C.** Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**Gaines Charter Township, a Michigan Municipal Corporation**

**Comcast of California/Massachusetts/Michigan/Utah, LLC, a Delaware Limited Liability Company doing business as Comcast**

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email



Craig D'Agostini

Print Name

Vice President of Government and Regulatory Affairs

Title

41112 Concept Drive

Address

Plymouth, MI 48170

City, State, Zip

734 359-2240

Phone

734-892-2159

Fax

Craig\_D'agostini@cable.comcast.com

Email

**FRANCHISE AGREEMENT** *(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

## ATTACHMENT 1

### UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

|                                                                          |           |                     |
|--------------------------------------------------------------------------|-----------|---------------------|
| Date: September 23, 2024                                                 |           |                     |
| Applicant's Name: Comcast of California/Massachusetts/Michigan/Utah, LLC |           |                     |
| Address 1: 41112 Concept Dr.                                             |           |                     |
| Address 2                                                                |           | Phone: 248-233-4700 |
| City: Plymouth                                                           | State: MI | Zip: 48170          |
| Federal I.D. No. (FEIN): 06-1116778                                      |           |                     |

#### Company executive officers:

|                                                               |
|---------------------------------------------------------------|
| Name(s): Craig D'Agostini                                     |
| Title(s): Vice President of Government and Regulatory Affairs |

#### Person(s) authorized to represent the company before the Franchising Entity and the Commission:

|                                                                 |      |                                   |
|-----------------------------------------------------------------|------|-----------------------------------|
| Name: Jeff Snyder                                               |      |                                   |
| Title: Senior Manager, External Affairs                         |      |                                   |
| Address: 5300 Patterson Ave. Suite 230   Grand Rapids, MI 49512 |      |                                   |
| Phone: (616)560-1922                                            | Fax: | Email: Jeffrey_Snyder@comcast.com |

|                                              |      |                                         |
|----------------------------------------------|------|-----------------------------------------|
| Name: Matt Kelley                            |      |                                         |
| Title: Director, Government Affairs          |      |                                         |
| Address: 720 Taylor St., Ft. Wayne, IN 46802 |      |                                         |
| Phone: 317-771-2104                          | Fax: | Email: Matthew_Kelley@cable.comcast.com |

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

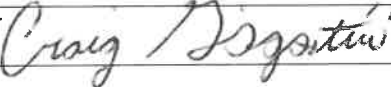
Date:

**For All Applications:**

**Verification**  
**(Provider)**

I, Craig D'Agostini, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Craig D'Agostini, Vice President of Government & Regulatory Affairs

Signature: 

Date: September 23, 2024

**(Franchising Entity)**

**Gaines Charter Township, a Michigan municipal corporation**

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT 1





## MEMO

Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: Township Cemetery Ordinance, Rules, and Fees Update

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### SUMMARY OF TOPIC:

In July the Township Board held a workshop to review the Township Cemetery Ordinance, Cemetery Rules and Cemetery Fees. The proposed Cemetery Ordinance was adapted from the discussion that took place at the workshop. The Cemetery Rules were then compiled to match up to the proposed Cemetery Ordinance. The updated fees also came from the discussion at the workshop.

The review of these items at the October Board meeting will be scheduled as a First Reading. You will be asked to consider setting a Public Hearing and performing a Second Reading at the November Board meeting.

### BUDGET ACTION REQUIRED:

NONE

### STAFF RECOMMENDATION:

Staff recommends that the Board review the proposed Cemetery Ordinance, Rules and Fees, propose any additional changes that they would like to see, and schedule the public hearing for the November meeting.

**GAINES CHARTER TOWNSHIP  
KENT COUNTY, MICHIGAN**

**AN ORDINANCE TO AMEND CHAPTER 12 CEMETERIES  
OF THE GAINES CHARTER TOWNSHIP GENERAL ORDINANCES**

At a regular meeting of the Township Board of the Charter Township of Gaines, held at the Township Offices on \_\_\_\_\_, 2024, beginning at 7:00 PM, the following amendments to the Code of Ordinances for Gaines Charter Township were offered for adoption by Township Board Member \_\_\_\_\_, which motion as seconded by Township Board Member \_\_\_\_\_.

**THE CHARTER TOWNSHIP OF GAINES ORDAINS:**

**CHAPTER 12:** Chapter 12, Cemeteries, of the Code of Ordinances of Gaines Charter Township is amended in its entirety to read as follows:

*Footnotes:*

-- **(1)** --

**State Law** *Reference-Authority to acquire and maintain cemeteries, MCL 128.1 et seq.; permit for disposition of body, MCL 333.2850; cemetery regulations act, MCL 456.521 et seq.*

**SECTION 12-1. PURPOSE AND SCOPE.**

The purpose of this chapter is to provide for the health, safety and welfare of the people of the Township in the matter of all Township cemeteries by the adopt of proper rules and regulations therefor, and all township cemeteries in the Township are subject to this chapter and any and all amendments hereto, and to any fees and charges established by the Township Board as provided for herein. Reference to any Township rules and regulations in any document affecting any Township cemetery shall have the same force and effect as those which are set forth in this chapter.

(Ord. of 9-19-1978, § 1)

## SECTION 12-2. DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

**Assignee** means any person to whom any lot, plot, grave site, or burial unit has been assigned to by the Township. Any and all rights of such assignee shall be as defined herein and by statute.

**Burial unit** means a lot, niche, or any portion thereof.

**Cemetery** means any cemetery owned or operated by the Township, and where appropriate to the context, the term “cemetery” shall include the officials in charge of the cemetery, and/or the Township Board.

**Family** means one person or group of two or more persons related by bonds of matrimony, consanguinity, or legal adoption.

**Green Burial** means the body is not cremated or embalmed. Biodegradable caskets, shrouds, and urns are used. The body also is not interred in a concrete vault.

**Interment** means the permanent disposition of the remains of a deceased person by cremation and interment, entombment, or burial.

**Lot, plot, or burial unit.** The term “lot,” “Plot,” or “burial unit” shall be used interchangeably and shall apply with like effect to one or more than one adjoining grave, to one or more than one adjoining crypts or vaults, to one or more than one adjoining niche.

**Memorial** includes a monument, marker, tablet, headstone, private mausoleum, or tomb for family or individual use, tombstone, surface burial vault, urn and crypt and niche plates.

**Monument** includes a tombstone or memorial of granite, or other approved stone, which shall extend above the surface of the ground.

**Registrar** means the Township Clerk or other such person as the Township Board

may designate from time to time.

**Resident** means a person living in the Township either owning or renting a dwelling unit. For the purpose of this chapter, the term “resident” shall also include any person who has resided in the Township at least ten years. Where such person is not residing in the Township at death, such person shall also be classified as a resident if one-half or the years of nonresidence is less than their total years of residency.

(Ord. of 9-19-1978, § 2)

### SECTION 12-3. INTERMENTS AND DISTERMENTS

- (a) **Subject to laws.** Besides being subject to these rules and regulations, all interments, disinterments, and removals are made subject to the orders and laws of the properly constituted authorities of the Township, County and State.
- (b) **Time and charges.** All interments, disinterments, and removals must be made at the time, in the manner, and upon such charges as fixed by the Township Board as provided herein.
- (c) **Holidays.** No interments, disinterments, removals, cremation or interment service shall be permitted on Sundays, or on any of the following holidays: New Years Day, Decoration Day (Memorial Day), Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and when any of such holidays fall, or are legally observed, on a Saturday or Monday, except by approve of the Cemetery Registrar.
- (d) **Notice.** The Registrar shall have the right to insist upon at least 36 hours’ notice prior to any interment and at least 48 hours’ notice prior to any disinterment or removal.
- (e) **Application for Interment.** The Registrar shall have the right to refuse interment in any plot, and to refuse to open any burial pace for any purpose, except on written application by the plot assignee or record made out on blanks provided by the cemetery and duly filed in the office of the Registrar.
- (f) **Use of Concrete or acceptable metal required.** Every earth interment shall be



made enclosed in a concrete box or a box of acceptable metal. Green burials are not allowed in Township cemeteries.

(g) ***Interment of Cremated Remains.***

- 1) Cremated remains must be permanently interred within a period of four (4) weeks. If the arrangements for interment are not made within the specified time, the cemetery shall be in no way liable for rental space occupied by the remains pending the time they are permanently interred.
- 2) The cemetery shall be in no way liable or held responsible for any cinerary container, receptacle or urn placed in any plot, other than that constructed of case bronze of standard specification.
- 3) Pets are prohibited from being buried in Township cemeteries. Additionally, a pet's remains may not be interred with any human remains.

(h) ***Authorization of one plot assignee sufficient.*** The Registrar shall have the right to make interment of any member of the immediate family of any one of the several plot assignees upon the latter's authorization. No other person may be interred in any plot without the written consent of all those assignees of the plot who are recorded as such on the books of the cemetery.

(i) ***Location of interment space.*** When instructions regarding the location of an interment space in a plot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened were specified, the Registrar may, in their discretion, open it in such location in the plot as he deems best and proper, so as not to delay the funeral, and the cemetery shall not be liable in damages for any error so made.

(j) ***Orders given by telephone.*** The cemetery shall not be held responsible for any order given by telephone, or for any mistakes occurring from the want of precise and proper instructions as to the particular space, size, and location in the plot where interment is desired.

(k) ***Right to correct errors.*** The Registrar shall have the right to correct any errors that may be made either in making interments, disinterments or removals, or in the

descriptions, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property in a similar location as far as possible, or as may be selected by the Registrar, or, in the sole discretion of the Registrar by refunding the amount of money paid by the subject assignee. In the event such error shall involve the interment of the remains of any person in such property, the Registrar shall have the right to remove and/or transfer such remains so interred to such other property in a similar location as may be substituted and conveyed in lieu thereof. The Registrar shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date, either on the memorial or on the container for cremated remains.

- (l) ***Delays in interments caused by protests.*** The Township and Township officials shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with; and, further, the Township reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined. The Township shall be under no duty to recognize any protests of interments unless they are in writing or filed in the office of the Registrar.
- (m) ***No liability for embalming or for identity.*** The Township shall not be liable for the interment permit not for the identity of the person sought to be interred or cremated; nor shall the Township be liable in any way for the embalming of the body, unless such embalming is done by the Township, and then only for negligence in performing the embalming.
- (n) ***No interment permitted unless all fees and charges are paid.*** No interment shall be permitted or memorial placed in or on any grave not fully paid for, except by special consent of the Registrar in writing, in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on said plot shall be considered as temporary, and a note shall not be considered as payment, and no rights shall be acquired by the plot assignee of said interments until such charges and fees are full paid for in cash, including principal and interest, and in case the assignee of said plot shall fail to meet all

payments within thirty (30) days after the same are demanded by the cemetery, then the cemetery may re-enter said property and hold the same as of its former estates. The Township thereupon shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the assignment of such property as liquidated damages. The Township reserves the right and shall have the right immediately or at any time thereafter, without notice, at its discretion, to cremate, or to remove, single graves, to be chosen by the Township, each of the remains then interred in said plot. The Township, further, shall have the right to remove any memorial that may have been placed on said property.

- (o) **Classification of burial boxes.** Burial boxes over four feet in length will be classed as adult size.
- (p) **Establishment of funeral zone.** When deemed necessary by the Registrar or on request of a lot of assignees or their representative, a funeral zone may be established and properly marked, and no one except persons attending the funeral will be permitted to trespass within its boundaries.
- (q) **Recordation of burial rights.** The number of burial rights assigned on any lot will be recorded on the burial certificate when lots are assigned.
- (r) **Care in removal.** The Township shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket or burial vase or urn incurred in making a removal.

(Ord. of 9-19-1978, § 3)

#### **SECTION 12-4 -GENERAL SUPERVISION OF TOWNSHIP CEMETERIES**

The Township Clerk shall keep a record in their office of certificates and receipts for perpetual care of burial units, and a record of burials so reported to him by the Registrar, and such other records as s deemed necessary by the Township Board. He shall also maintain complete records of all assignments, receipts, burial records, and all other matters affecting Township Cemeteries.

(Ord. of 9-19-1978, § 4)

## SECTION 12.5 – SERVICE CHARGES AND PAST DUE INDEBTEDNESS

- (a) **Payment of service charges.** The charges for the cemetery services must be paid at the time of the issuance of the order of interment or disinterment and removal.
- (b) **Past due indebtedness.** Arrangements for the payment of any and all indebtedness due to the Township must be made before interment will be made.

(Ord. of 9-19-1978, § 5)

## SECTION 12.6 – CONTROL OF WORK BY CEMETERY

- (a) **Work to be done by cemetery.** All grading, landscape work and improvements of any kind, and all care of plots, shall be done, and all trees and shrubs and herbage of any kind shall be plated, trimmed, cut, or removed, and all openings and closing of plots, and all interments, disinterments and removals shall be made only by the cemetery.
- (b) **Improvements/alterations of individual property.** All improvement or alterations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Registrar; and, should they be made without their written consent, they shall have the right to remove, alter or change such improvements or alterations at the expense of the plot assignee, or in any event, at any time, in their judgement, they become unsightly to the eye.
- (c) **Cutting or disturbing turf.** Cutting into or otherwise disturbing the turf by anyone other than cemetery employees is forbidden and automatically releases the Township from all obligation of resodding or reseedling of same.

(Ord. of 9-19-1978, § 6)

## SECTION 12.7 – DECORATION OF PLOTS

- (a) **Floral regulations.** The cemetery shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any king, from the cemetery as soon as, in the judgement of the Registrar, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to standards maintained. The cemetery shall not be liable for floral pieces, baskets, or frames in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces are

attached, beyond the acceptance of such floral pieces for funeral services to be held in the cemetery. The cemetery shall not be liable for lost, misplaced or broken flower vases. The cemetery shall not be responsible for frozen plants, or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by other causes beyond its control. The cemetery reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The cemetery reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plans, or herbage of any kind, unless the Registrar gives their consent.

- (b) ***Plantings on burial units.*** All trees planted on or removed from any burial unit shall be done under the supervision Sexton and/or the Registrar. All plantings other than annual or perennial flowers, must be approved by the Sexton and/or the Registrar, as to the selection of varieties and arrangement. All plantings shall be subject to proper attention and pruning by the owner. If not done by the owner, upon thirty (30) days' notice by the Registrar, the Township reserves the right to remove them. The Township will not be responsible for the destruction of plants or shrubs made necessary in cleaning up any burial unit and putting the same in proper care.
- (c) ***Fence, railing, enclosure, etc.*** No fence, railing, coping, wall, hedge, or enclosure of any kind or nature shall be placed or erected around or on any burial unit.
- (d) ***Removal of offensive structures, etc.*** If any monument, effigy, or other structure placed upon any burial unit shall be determined to be improper or offensive by the cemetery, it shall be the right and duty of the cemetery to remove such structures in accord with the terms of notice given by the Registrar.

(Ord. of 9-19-1978, § 7)

## **SECTION 12.8 – ROADWAYS AND REPLANTING**

- (a) ***Right to replant, regrade and use property.*** The right to enlarge, reduce, replant/and/or change the boundaries or grading of the cemetery or of a section, from time to time, including the right to modify and/or change the locations of (or remove or regrade) roads, drives and/or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain and operate, or alter or change pipelines and/or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as the right to use cemetery property, not assigned to individual plot owners for cemetery purposes including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto, a perpetual right of ingress and egress over plots for the purpose of passage to and from other plots.
- (b) ***No right granted in alleyways.*** No easement or right of interment is granted to any plot owner in any road, drive, alley or walk within the cemetery, but such road, drive, alley, or



walk may be used as a means of access to the cemetery or buildings as long as the cemetery devotes it to that purpose.

(Ord. of 9-19-1978, § 7)

## SECTION 12-9 – CONDUCT OF PERSONS WITHIN THE CEMETERY

- (a) **Use of walkways.** Persons within the cemetery grounds shall use only the avenues, walks, alleys and roads, and no person shall enter the cemetery except through an established gate.
- (b) **Trespassers on cemetery plots.** Only plot assignees and their relatives shall be permitted on a cemetery plot. Any other person thereon shall be considered as a trespasser, and the cemetery shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.
- (c) **Children.** Children under sixteen (16) years of age shall not be permitted within the cemetery, or the buildings, unless accompanied by proper persons to take care of them or unless special permission is granted.
- (d) **Flowers, etc.** All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery, or plants, or feeding or disturbing the birds or fish or other wildlife.
- (e) **Refreshment.** No person shall consume refreshments or liquors on a cemetery or carry same on the premises.
- (f) **Lounging on grounds.** Strangers shall not be permitted to sit or to lounge on any of the grounds, graves, or monuments in the cemetery, or in any of the buildings.
- (g) **Loud Talking.** No loud talking shall be permitted on the cemetery grounds within hearing distance of funeral services.
- (h) **Smoking.** Smoking within any buildings is prohibited.
- (i) **Rubbish.** The throwing of rubbish or debris on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste materials are located at convenient places.
- (j) **Automobiles.** Automobiles shall not be driven through the grounds at a greater speed than ten (10) miles per hour and must be kept on the right-hand side of the cemetery roadway. Automobiles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral. Automobiles must not:
  - 1) Drive off the established roads unless permission is given in writing by the Registrar.
  - 2) Make a U-turn on a cemetery road.
  - 3) Use a cemetery road as a public throughfare.

- (k) ***Peddling or soliciting.*** Peddling of flowers or plants, or soliciting the sale of any commodity, is positively prohibited within the confines of the cemetery.
- (l) ***Firearms.*** No person other than a law enforcement officer or other person authorized by State law shall possess or transport any firearm or weapon within any cemetery within the Township. Furthermore, no weapon or firearm shall be discharged in any cemetery within the Township. This section shall not apply to any gun, firearm, or rifle discharged in lawful self-defense as defined by the laws of The State of Michigan, nor shall this section apply to any police officer or Township official (or security guard for the Township) who is authorized to possess, carry or discharge a gun or firearm in carrying out their lawful law enforcement duties. Nor shall this section apply to any gun, firearm, rifle, or ceremonial weapon discharge in any cemetery for ceremonial purposes for a funeral or related matter if done by a nationally recognized veterans or public service group and if approved by the Township. Finally, this section shall not apply to the possession of a firearm or weapon where such possession is expressly authorized by Federal or State law.
- (m) ***Notices and advertisements.*** No signs or notices or advertisements of any kind shall be allowed in the cemetery, unless placed an employee of the Township.
- (n) ***Dogs.*** Dogs shall not be allowed on the cemetery grounds or in any of the buildings.
- (o) ***Improprieties.*** It is of the utmost importance that there should be strict observance of all of the proprieties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the Registrar shall have power to prevent improper assemblages and enforce adherence to all commonly known proprieties.
- (p) ***Registrar to enforce rules.*** The Registrar is hereby empowered to enforce all rules and regulations, and to exclude from the property of the cemetery any person violating the same. The Registrar shall have charge of the grounds and buildings, and at all times, shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, plot owners and visitors.

(Ord. of 9-19-1978, § 8; Ord. No. 11-03, Art. 1, 4-11-2011; Ord. No. 13-03, Art. 1, 5-20-2013}

## **SECTION 12-10 – FEES, GRATUITIES AND COMMISSIONS.**

No person, while employed by the Township, shall accept any fee, gratuity or commission related to the duties performed at a Township cemetery (except from the Township) directly or indirectly, under penalty of immediate dismissal.

(Ord. of 9-19-1978, § 9)

## SECTION 12-11 – PROTECTIONS AGAINST LOSS

The cemetery shall take reasonable precaution to protect plot assignees, within the cemetery, but it distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damaged caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosives, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage is direct or collateral, other than is herein provided.

## SECTION 12-12 – CHANGE IN ADDRESS OF PLOT ASSIGNEES

It shall be the duty of the plot assignee to notify the cemetery of any change in their post office address. Notice sent to an assignee at the last address on file in the office of the Registrar shall be considered sufficient and proper legal notification.

(Ord. of 9-19-1978, § 11)

## SECTION 12-13 – PREPETUAL CARE

- (a) **Maintenance of burial units.** The term “perpetual care” used in reference to burial units shall be held to mean the cutting of grass upon said burial units at reasonable intervals, the raking and cleaning of the burial units at reasonable intervals, the pruning of shrubs and trees, meaning and intending the general preservation of the burial units and grounds, walks, roadways, boundaries and structures, other than the structures hereinafter excepted or exempted; to the end that said grounds shall remain and be reasonable cared for as cemetery grounds.
- (b) **Exceptions.** The term “perpetual care” shall in no case be construed as meaning the maintenance, repair or replacement of any grave stone or monumental structures, or memorials placed or erected on burial units; nor the planting or cost of flowers or ornamental plants; nor sprinkling said burial units with water; nor the maintenance or doing of any special or unusual work in the cemetery; nor does it mean the construction of any marble, granite, bronze or concrete work on any burial unit in the cemetery, or other buildings or structures, made necessary by injuries caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invitations, riots, insurrection, or by the order of any military or civil authority, whether the damage is direct or collateral, other than herein provided for.
- (c) **Investment of funds.** All funds paid for perpetual care shall be placed by the Township Treasurer to the credit of a fund known as the Perpetual Care Fund to be administered

by the Township Board, and to be held in trust and invested by the Township Boards as provided by law, and the interest thereon shall be used for the care and maintenance of burial units entitled to perpetual care.

- (d) **Fee Schedule.** Fees payable for perpetual care shall be those as set by the Township Board from time to time by resolution.
- (e) **Record of deposits.** The record books of the cemetery, and the receipt issued by the cemetery and/or other person, company, or corporation with whom such funds have been deposited, shall show the amount of perpetual care fund that has been required of the individual and set aside in each case.
- (f) **Private memorials.** Before any vault, tomb, sarcophagus, private mausoleum and/or columbarium is erected, the assignee shall furnish a bond in the amount as currently established or as hereafter adopted by resolution of the Township Board from time to time to the cemetery Registrar.
- (g) **Certification issued.** Upon certification by the Township Treasurer that perpetual care and additional charges, if any, have been paid to the Township Treasurer, the Township Clerk shall issue a certificate, which shall guarantee perpetual care of the burial unit in the following form:

CERTIFICATE OF PERPETUAL CARE  
State of Michigan, Charter Township of Gaines

This is to certify that \_\_\_\_\_ has paid to the Charter Township of Gaines, the sum of \_\_\_\_\_ dollars, and that in consideration of said payment, Lot Number \_\_\_\_\_, \_\_\_\_\_ Cemetery, is entitled to Perpetual Care, in accordance with the provisions of Ordinance \_\_\_\_\_, and the amendments thereto, relative to Perpetual Care of burial units in \_\_\_\_\_ Cemetery.

In Witness Whereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Charter Township of Gaines

\_\_\_\_\_  
Township Clerk

If payment for perpetual care is made at the time the burial unit is assigned, receipt shall be acknowledged on the certificate by the Township Clerk as provided in Certification of Burial Units.

(Ord. of 9-19-1978, § 12)

**SECTION 12-14 – RULES FOR MEMORIAL WORK**

- (a) **Markers, stones, monuments, etc.**

- 1) All permanent markers, headstones, monuments, mausoleums, memorials, and mementos to be erected or placed in said cemetery shall be of recognized durable granite or recognized hard marble or United States Standard Bronze, except by permission of the Registrar.
- 2) All foundations for the setting and placing of the foregoing shall be erected by the cemetery upon such type or size of foundation as shall be specified by the Registrar of the cemetery, the cost and expense thereof to be borne by the assignee of the burial unit and paid in advance in accord with prices established by the Township Board.
- 3) No person shall erect or place in the cemetery any permanent memorials or memorial work of any kind or character until plans and specifications therefor shall have been submitted and approved by the Registrar of the cemetery.
- 4) Not more than one upright memorial shall be allowed above the ground level on any one grave space.

**(b) *Excavation, grading, etc.*** All excavations, grading or removal of earth or rubbish shall be excavated, graded, or removed in such manner as the Registrar may direct and no burial unit or drive shall be graded in shape, or in any manner altered from the general plan of the cemetery without first obtaining the consent of the Registrar.

(Ord. of 9-19-1978, § 13)

#### **SECTION 12-15 – MODIFICATIONS AND AMENDMENTS**

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Township Board, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of these rules and regulations when, in its judgement, the same appear advisable; and such temporary exception, suspension, or modifications shall in no way be construed as affecting the general application of such rule.

(Ord. of 9-19-1978, § 14)

#### **SECTION 12-16 – ASSIGNMENT OF GRAVES**

- (a) A maximum of four (4) graves will be assigned to any applicant except by permission of the Township Board.

(Ord. of 9-19-1978, § 15)

#### **SECTION 12-17 – REFUNDS**

Fees and refunds for grave assignments and opening and closing graves, and refunds in



cases where application is made therefor shall be as the Township Board establishes from time to time by resolution.

(Ord. of 9-19-1978, § 16)

## **SECTION 12-18 – VIOLATION A MUNICIPAL CIVIL INFRACTION**

Any person violating this chapter is responsible for a municipal civil infraction, punishable as provided in CHAPTER 1 GENERAL PROVISIONS Sec. 1-11 General penalty, continuing violations, of the CODE OF ORDINANCES CHARTER TOWNSHIP OF GAINES, KENT COUNTY, MI.

(Ord. of 9-19-1978, § 17)

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The vote to adopt this Ordinance/ordinance amendment was as follows:

YEAS:

NAYS:

ABSENT/ABSTAIN:

THIS ORINDNANCE/ORDINANCE AMENDMENT IS DECLARD DULY ADOPTED AND SHALL BECOME EFFECTIVE UPON THE EXPIRATION OF SEVEN (7) DAYS AFTER THIS ORDINANCE/ORDINANCE AMENDMENT OR A SUMMARY THEREOF APPEARS IN THE NEWSPAPER AS PROVIDED BY LAW.

# GAINES CHARTER

## TOWNSHIP

8555 Kalamazoo Avenue, SE  
Caledonia, MI 49316

### GAINES CHARTER TOWNSHIP CEMETERY PRICES

Listed below are the prices for lots and other services provided. These prices are effective \_\_\_\_\_, 2024.

For burial scheduling and plot purchases, please call the Gaines Charter Township Clerk's office at 616-698-7980. ***WE REQUEST THAT YOU SCHEDULE AN APPOINTMENT FOR PLOT PURCHASES.***

| PURCHASE                                 | RESIDENT                            | NON-RESIDENT                        |
|------------------------------------------|-------------------------------------|-------------------------------------|
| Single Plot                              | \$500                               | \$2,000                             |
| Niche                                    | \$500                               | \$2,000                             |
| SERVICE                                  |                                     |                                     |
| Grave Opening/Closing:                   |                                     |                                     |
| Grave/Adult (over 4ft.)                  | \$750                               | \$750                               |
| Grave/Infant (up to 4 ft.)               | \$100                               | \$100                               |
| Cremation                                | \$200                               | \$200                               |
| Disinterment                             | \$600                               | \$600                               |
| Short Notice Burial (less than 36 hours) | Additional \$200                    | Additional \$200                    |
| Niche engraving fee                      | \$200                               | \$200                               |
| TRANSFER OF PLOT(S)                      |                                     |                                     |
| Township will buy back unwanted plots    | Buy back at original purchase price | Buy back at original purchase price |

#### Allowance per grave site:

- Up to four (4) cremations per grave (no casket)
- One (1) cremation and one (1) casket per grave
- One (1) adult casket and one (1) infant casket per grave

***Please note*** grave openings/closings are available Monday-Saturday Noon. An additional \$100 fee applied after 12PM on Saturday. ***NO SUNDAY OR HOLIDAY BURIALS.***



8555 Kalamazoo Avenue, SE  
Caledonia, MI 49316

## GAINES CHARTER TOWNSHIP CEMETERY RULES/RESTRICTIONS

These rules/restrictions are effective \_\_\_\_\_, 2024.

The following rules and restrictions are intended to benefit all visitors and aid in the proper maintenance of the cemeteries.

| DESCRIPTION                                                        | ALLOWED                           | NOT ALLOWED |
|--------------------------------------------------------------------|-----------------------------------|-------------|
| Annual Flowers                                                     | X                                 |             |
| Perennial Flowers                                                  | X                                 |             |
| Urns                                                               | X                                 |             |
| Metal Baskets                                                      | X                                 |             |
| Artificial Flowers                                                 | X                                 |             |
| Benches                                                            | X                                 |             |
| Decorative Wreaths (Dec.1 <sup>st</sup> -Apr 1 <sup>st</sup> only) | X                                 |             |
| Niche Adornment                                                    | X                                 |             |
| Glass Vases                                                        |                                   | X           |
| Solar Lights                                                       |                                   | X           |
| Decorative Flags                                                   |                                   | X           |
| Stuffed Animals (or other personal items)                          |                                   | X           |
| Trees/Shrubbery/Evergreens                                         |                                   | X           |
| Fences/Railings/Edging                                             |                                   | X           |
| Gravel/Brick/Stone/Woodchips/Marbel around headstone               |                                   | X           |
| Landscaping Lights                                                 |                                   | X           |
| Stick signs/yard art (other than flowers)                          |                                   | X           |
| Decorations                                                        | Please see specifics on<br>Page 2 |             |

\*Restrictions as follows:

- Limit of one (1) of the following per grave:
  - o Shepherds hooks with hanging basket
  - o Planter
  - o Basket with flowers
  - o Urn with flowers
  - o Artificial Flowers in container
  - o Annual or perennial flowers planted in front of headstone. Limited to 12” across the front and must be a minimum of two (2) inches from the grass
- Natural (not artificial) flowers are only permitted to be planted in front of the headstone. Plantings must be maintained and have at least a two (2) inch space between them and the grass.
- Artificial flowers are permitted but must be in a container and maintained.
- Niche adornments – Only suction cup attachments that do not infringe on adjoining niches may be used.
- No artificial ground cover is permitted. This includes marble stone, lava rock, woodchips, etc.
- No brick or stone borders may be used. No fencing, railing, or edging is permitted.
- All planters must be placed directly next to the headstone.
- Benches are allowed as an alternative to a headstone. The bench must be placed on an approved foundation that extends a minimum of six (6) inches beyond the perimeter of the bench.

**NOTE:**

*The Township reserves the right to remove any decorative item, planting, display, etc. that is not well maintained, or does not conform to these Rules and Regulations. Items removed will be placed to the east of the maintenance building.*

*Gaines Charter Township is not responsible for damage to headstones or decorative items placed around the headstone.*



## MEMO

Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: 2025 Budget – 1<sup>st</sup> Read and Public Hearing

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### SUMMARY OF TOPIC:

The 2<sup>nd</sup> draft of the proposed 2025 Township budget is included in your packet.

Changes that were discussed/directed during the last review have been incorporated into this draft.

The next step in the process is to set a public hearing for our November meeting.

At that time, we will hold the public hearing, and hopefully adopt the budget. Should further changes need to be made; the public hearing will be held, and the adoption of the budget can be delayed until our December meeting.

Please note, state statute requires the Township to adopt a balanced budget no later than December 31, 2024.

BUDGET ACTION REQUIRED: NONE

### STAFF RECOMMENDATION:

Staff recommends the Board set the public hearing for the 2025 proposed budget for November 11, 2024. Staff also recommends the Board review the proposed budget carefully and be prepared to outline any "issues" members feel need to be addressed at the October meeting. This will allow staff to prepare a final draft for the November meeting.





# **GAINES CHARTER TOWNSHIP**

## **2025 PROJECTED BUDGET**

**3rd DRAFT**

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9/26/24

Calculations as of 12/31/2024

|                           |                                     | 2022      | 2023      | 2024          | 2024      | 2025        | 2025        | 2025        |
|---------------------------|-------------------------------------|-----------|-----------|---------------|-----------|-------------|-------------|-------------|
| GL NUMBER                 | DESCRIPTION                         | ACTIVITY  | ACTIVITY  | ACTIVITY      | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                           |                                     |           |           | THRU 12/31/24 | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
| ESTIMATED REVENUES        |                                     |           |           |               |           |             |             |             |
| Dept 000.000              |                                     |           |           |               |           |             |             |             |
| 101-000.000-404.000       | GENERAL PROPERTY TAXES              | 809,408   | 875,376   | 888,561       | 1,020,000 | 1,000,000   | (1.96)      | (20,000)    |
| 101-000.000-411.000       | DELINQUENT REAL TAXES               |           |           | 9,212         | 9,500     | 9,500       |             |             |
| 101-000.000-412.000       | DELINQUENT PERSONAL TAXES           | 120       | 1,154     | 393           | 250       | 250         |             |             |
| 101-000.000-432.001       | PAYMENT IN LIEU OF TAXES            | 17,142    | 17,485    | 18,359        | 18,000    | 25,000      | 38.89       | 7,000       |
| 101-000.000-434.000       | MOBILE HOME TAX                     | 8,570     | 8,557     | 7,869         | 9,400     | 9,500       | 1.06        | 100         |
| 101-000.000-437.000       | IND/COMM FACILITIES TAXES           | 43,557    | 39,021    | 34,724        | 40,000    | 32,750      | (18.13)     | (7,250)     |
| 101-000.000-445.000       | INTEREST/PENALTIES ON TAXES         | 14,682    | 12,360    | 16,997        | 13,000    | 17,000      | 30.77       | 4,000       |
| 101-000.000-447.000       | ADMINISTRATION FEE                  | 371,234   | 412,950   | 216,935       | 415,000   | 430,000     | 3.61        | 15,000      |
| 101-000.000-451.000       | STREET LIGHTING SPEC ASSESSMENT     | 213,576   | 230,706   | 233,440       | 251,000   | 146,000     | (41.83)     | (105,000)   |
| 101-000.000-476.000       | WASTE MANAGEMENT FEES               | 360       |           |               | 500       |             | (100.00)    | (500)       |
| 101-000.000-477.000       | CABLEVISION FEES                    | 323,752   | 290,239   | 128,715       | 339,000   | 260,000     | (23.30)     | (79,000)    |
| 101-000.000-478.000       | LIQUOR LICENSE FEES                 | 2,400     | 3,400     | 3,400         | 2,400     | 2,400       |             |             |
| 101-000.000-573.000       | LOCAL COMMUNITY STABILIZATION       | 25,716    | 32,104    | 27,887        | 26,000    | 30,000      | 15.38       | 4,000       |
| 101-000.000-574.000       | REVENUE SHARING                     | 3,742,657 | 3,210,884 | 1,549,184     | 3,265,945 | 3,238,596   | (0.84)      | (27,349)    |
| 101-000.000-615.000       | SUMMER TAX COLLECTION FEES          | 34,425    | 34,922    |               | 34,000    | 35,000      | 2.94        | 1,000       |
| 101-000.000-626.000       | PLANNING AND ZONING FEES            | 15,675    | 26,085    | 9,955         | 17,000    | 17,000      |             |             |
| 101-000.000-634.000       | CEMETERY OPEN/CLOSE FEES            | 30,425    | 26,525    | 19,350        | 27,000    | 30,000      | 11.11       | 3,000       |
| 101-000.000-642.000       | SALE OF EQUIPMENT                   | 983       | 31        |               | 500       |             | (100.00)    | (500)       |
| 101-000.000-642.002       | SALE OF PRINTED MATERIALS           |           | 15        | 25            |           | 20          |             | 20          |
| 101-000.000-642.003       | SALE OF CEMETERY LOTS               | 30,500    | 18,100    | 18,800        | 30,000    | 25,000      | (16.67)     | (5,000)     |
| 101-000.000-651.000       | RIGHT OF WAY/EASEMENTS              |           |           | 500           | 4,000     | 500         | (87.50)     | (3,500)     |
| 101-000.000-651.001       | STATE TELECOMMUNICATION SHARE       | 2,925     | 3,925     |               | 3,000     |             | (100.00)    | (3,000)     |
| 101-000.000-657.000       | ORDINANCE FINES                     | 1,058     | 1,271     | 20            | 1,000     | 50          | (95.00)     | (950)       |
| 101-000.000-665.001       | INTEREST ON INVESTMENTS             | 53,120    | 233,631   | 209,111       | 100,000   | 200,000     | 100.00      | 100,000     |
| 101-000.000-665.002       | INTEREST ON INVESTMENTS/TAXES       | 4,929     | 524       | 3,766         | 500       | 4,000       | 700.00      | 3,500       |
| 101-000.000-667.000       | LIBRARY ROOM RENTAL                 | 75        | 300       | 250           | 100       | 250         | 150.00      | 150         |
| 101-000.000-667.001       | BUILDING DEPT RENT                  | 10,676    | 10,676    |               | 11,000    |             | (100.00)    | (11,000)    |
| 101-000.000-667.002       | WATER/SEWER DEPT RENT               | 7,563     | 7,563     |               | 7,563     |             | (100.00)    | (7,563)     |
| 101-000.000-667.003       | RENTAL OF COMMUNITY ROOM            | 3,500     | 5,603     | 4,605         | 2,500     | 6,000       | 140.00      | 3,500       |
| 101-000.000-667.004       | LIBRARY RENT                        | 16,205    | 18,520    | 13,890        | 16,500    | 17,300      | 4.85        | 800         |
| 101-000.000-671.000       | SHERIFF'S LEASE                     | 27,407    | 24,984    | 16,208        | 32,000    | 33,000      | 3.13        | 1,000       |
| 101-000.000-671.001       | AIR TOUCH LEASE PAYMENTS            | 3,327     | 3,593     | 3,536         | 3,300     | 3,400       | 3.03        | 100         |
| 101-000.000-676.000       | REIMBURSEMENTS                      | 1,398     |           |               |           |             |             |             |
| 101-000.000-678.000       | MISC REVENUE                        | 3,812     | 1,458     | 3,233         | 500       | 2,000       | 300.00      | 1,500       |
| 101-000.000-687.001       | WATER/SEWER AND BUILDING FUND REIMB |           |           | 60,245        | 48,000    | 80,500      | 67.71       | 32,500      |
| 101-000.000-699.000       | TRANSFER IN                         |           |           |               | 72,905    | 513,701     | 604.62      | 440,796     |
| Totals for dept 000.000 - |                                     | 5,821,177 | 5,551,962 | 3,499,170     | 5,821,363 | 6,168,717   | 5.97        | 347,354     |
| TOTAL ESTIMATED REVENUES  |                                     | 5,821,177 | 5,551,962 | 3,499,170     | 5,821,363 | 6,168,717   | 5.97        | 347,354     |

| GL NUMBER                                | DESCRIPTION                   | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|------------------------------------------|-------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                          |                               | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                                          |                               |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| APPROPRIATIONS                           |                               |          |          |               |          |             |             |             |
| Dept 101.000 - TOWNSHIP BOARD            |                               |          |          |               |          |             |             |             |
| 101-101.000-702.001                      | SALARIES & WAGES              | 10,435   | 11,022   | 5,780         | 15,000   | 15,000      |             |             |
| 101-101.000-715.000                      | SOCIAL SECURITY/MEDICARE      | 798      | 843      | 442           | 1,136    | 1,136       |             |             |
| 101-101.000-716.000                      | PENSION CONTRIBUTION          | 1,023    | 1,071    | 569           | 1,500    | 1,500       |             |             |
| 101-101.000-727.000                      | SUPPLIES                      | 263      | 74       |               | 100      | 100         |             |             |
| 101-101.000-802.000                      | LEGAL SERVICES                | 8,612    | 7,728    |               | 5,000    | 5,000       |             |             |
| 101-101.000-812.000                      | LUNCHES/DINNERS/MEETINGS      | 485      | 448      | 238           | 1,500    | 1,500       |             |             |
| 101-101.000-817.000                      | MILEAGE REIMBURSEMENT         |          |          |               | 400      | 400         |             |             |
| 101-101.000-831.000                      | SEMINARS/CONTINUING EDUCATION | 99       | 718      |               | 1,500    | 1,500       |             |             |
| Totals for dept 101.000 - TOWNSHIP BOARD |                               | 21,715   | 21,904   | 7,029         | 26,136   | 26,136      |             |             |



|                                      |                               | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|--------------------------------------|-------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                      |                               | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                            | DESCRIPTION                   |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 101-171 SUPERVISOR              |                               |          |          |               |          |             |             |             |
| 101-171.000-702.001                  | SALARIES & WAGES              | 52,196   | 105,896  | 63,685        | 87,500   | 37,087      | (57.61)     | (50,413)    |
| 101-171.000-702.002                  | SALARY - DEPUTY/ASSISTANT     | 1,020    |          |               |          |             |             |             |
| 101-171.000-702.004                  | CLERICAL SUPPORT              | 201      |          |               |          |             |             |             |
| 101-171.000-702.011                  | PAYMENT IN LIEU OF HEALTH INS | 7,529    | 9,761    | 8,732         | 8,555    |             | (100.00)    | (8,556)     |
| 101-171.000-715.000                  | SOCIAL SECURITY/MEDICARE      | 4,660    | 8,848    | 5,540         | 6,700    | 2,840       | (57.61)     | (3,860)     |
| 101-171.000-716.000                  | PENSION CONTRIBUTION          | 4,965    | 10,224   | 6,368         | 8,750    | 3,710       | (57.60)     | (5,040)     |
| 101-171.000-717.000                  | HEALTH & LIFE INSURANCE       | 2,846    | 2,936    | 3,849         | 9,360    |             | (100.00)    | (9,360)     |
| 101-171.000-727.000                  | SUPPLIES                      | 204      | 169      |               | 450      | 500         | 11.11       | 50          |
| 101-171.000-802.000                  | LEGAL SERVICES                |          | 119      |               | 500      | 500         |             |             |
| 101-171.000-812.000                  | LUNCHES/DINNERS/MEETINGS      |          | 405      |               | 300      | 300         |             |             |
| 101-171.000-817.000                  | MILEAGE REIMBURSEMENT         | 840      | 704      | 108           | 900      | 900         |             |             |
| 101-171.000-831.000                  | SEMINARS/CONTINUING EDUCATION | 324      | 300      |               | 500      | 1,000       | 100.00      | 500         |
| 101-171.000-832.000                  | DUES AND MEMBERSHIPS          | 115      | 115      |               | 125      | 125         |             |             |
| 101-171.000-853.000                  | TELECOMMUNICATIONS            | 748      | 523      | 273           | 600      | 300         | (50.00)     | (300)       |
| 101-171.000-963.001                  | MISCELLANEOUS                 | 58       |          |               | 100      | 100         |             |             |
| 101-171.000-965.000                  | POSTAGE                       | 54       | 185      | 177           | 125      | 125         |             |             |
| 101-171.000-979.000                  | NEW FURNITURE & EQUIPMENT     | 341      | 253      | 1,378         | 3,000    | 500         | (83.33)     | (2,500)     |
| Totals for dept 171.000 - SUPERVISOR |                               | 76,101   | 140,438  | 90,110        | 127,465  | 47,987      | (62.35)     | (79,478)    |

|                                   |                                | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|-----------------------------------|--------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                   |                                | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                         | DESCRIPTION                    |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| 101-172.000-702.001               | SALARIES & WAGES               | 83,486   | 137,488  | 140,363       | 167,500  | 220,000     | 31.34       | 52,500      |
| 101-172.000-702.002               | SALARY - DEPUTY/ASSISTANT      | 9,462    | 10,668   | 206           |          |             |             |             |
| 101-172.000-702.011               | PAYMENT IN LIEU OF HEALTH INSU |          |          |               | 7,400    | 12,700      | 71.62       | 5,300       |
| 101-172.000-715.000               | SOCIAL SECURITY/MEDICARE       | 7,052    | 11,333   | 10,754        | 12,800   | 16,830      | 31.48       | 4,030       |
| 101-172.000-716.000               | PENSION CONTRIBUTION           | 9,051    | 13,627   | 13,535        | 16,750   | 22,000      | 31.34       | 5,250       |
| 101-172.000-717.000               | HEALTH & LIFE INSURANCE        | 7,473    | 4,280    | 3,063         | 5,600    | 10,000      | 78.57       | 4,400       |
| 101-172.000-727.000               | SUPPLIES                       | 203      | 133      | 80            | 1,200    | 1,000       | (16.67)     | (200)       |
| 101-172.000-802.000               | LEGAL SERVICES                 |          | 647      |               | 1,000    | 1,000       |             |             |
| 101-172.000-809.000               | PROGRAMMING/SOFTWARE/NETWORK   | 162      |          | 40            | 4,500    | 4,500       |             |             |
| 101-172.000-812.000               | LUNCHES/DINNERS/MEETINGS       |          | 26       | 44            | 500      | 500         |             |             |
| 101-172.000-817.000               | MILEAGE REIMBURSEMENT          | 337      | 729      | 526           | 1,500    | 1,250       | (16.67)     | (250)       |
| 101-172.000-831.000               | SEMINARS/CONTINUING EDUCATION  | 2,989    | 381      | 1,216         | 3,150    | 3,150       |             |             |
| 101-172.000-832.000               | DUES AND MEMBERSHIPS           | 1,369    | 1,365    | 25            | 775      | 775         |             |             |
| 101-172.000-853.000               | TELECOMMUNICATIONS             | 88       | 363      | 275           | 500      | 500         |             |             |
| 101-172.000-900.000               | PRINTING                       |          | 49       |               | 100      |             | (100.00)    | (100)       |
| 101-172.000-963.001               | MISCELLANEOUS                  |          | 180      | 20            | 250      | 250         |             |             |
| 101-172.000-965.000               | POSTAGE                        |          |          |               | 100      | 100         |             |             |
| 101-172.000-979.000               | NEW FURNITURE & EQUIPMENT      | 341      | 1,804    | 2,979         | 3,000    | 2,000       | (33.33)     | (1,000)     |
| Totals for dept 172.000 - MANAGER |                                | 122,013  | 183,073  | 173,126       | 226,625  | 296,555     | 30.66       | 69,930      |



|                                      |                               | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|--------------------------------------|-------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                      |                               | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                            | DESCRIPTION                   |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| dept 101-191 ACCOUNTING              |                               |          |          |               |          |             |             |             |
| 101-191.000-702.001                  | SALARIES & WAGES              |          |          |               |          | 12,000      |             | 12,000      |
| 101-191.000-715.000                  | SOCIAL SECURITY/MEDICARE      |          |          |               |          | 918         |             | 918         |
| 101-191.000-716.000                  | PENSION CONTRIBUTION          |          |          |               |          | 1,200       |             | 1,200       |
| 101-191.000-831.000                  | SEMINARS/CONTINUING EDUCATION |          |          |               |          | 500         |             | 500         |
| 101-191.000-832.000                  | DUES AND MEMBERSHIPS          |          |          |               |          | 500         |             | 500         |
| Totals for dept 191.000 - ACCOUNTING |                               |          |          |               |          | 15,118      |             | 15,118      |

|                                 |                                | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|---------------------------------|--------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                 |                                | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                       | DESCRIPTION                    |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| 101-215.000-702.004             | CLERICAL SUPPORT               | 9,101    | 6,852    | 6,528         |          |             |             |             |
| 101-215.000-702.011             | PAYMENT IN LIEU OF HEALTH INSU |          |          |               |          | 5,200       |             | 5,200       |
| 101-215.000-715.000             | SOCIAL SECURITY/MEDICARE       | 6,531    | 12,542   | 10,680        | 15,000   | 16,065      | 7.10        | 1,065       |
| 101-215.000-716.000             | PENSION CONTRIBUTION           | 8,432    | 14,445   | 10,773        | 19,600   | 21,000      | 7.14        | 1,400       |
| 101-215.000-717.000             | HEALTH & LIFE INSURANCE        | 27,685   | 29,601   | 20,458        | 32,000   | 30,000      | (6.25)      | (2,000)     |
| 101-215.000-727.000             | SUPPLIES                       | 920      | 1,170    | 525           | 2,900    | 3,500       | 20.69       | 600         |
| 101-215.000-801.001             | FILING FEES/LEGAL              | 742      |          |               | 1,000    | 5,000       | 400.00      | 4,000       |
| 101-215.000-808.000             | CONTRACTED SERVICES            | 878      | 299      |               | 3,000    | 3,000       |             |             |
| 101-215.000-809.000             | PROGRAMMING/SOFTWARE/NETWORK   | 3,951    | 4,263    | 4,481         | 6,000    | 8,000       | 33.33       | 2,000       |
| 101-215.000-812.000             | LUNCHES/DINNERS/MEETINGS       | 141      | 302      | 60            | 400      | 1,000       | 150.00      | 600         |
| 101-215.000-817.000             | MILEAGE REIMBURSEMENT          | 1,052    | 1,979    | 1,124         | 2,200    | 2,200       |             |             |
| 101-215.000-831.000             | SEMINARS/CONTINUING EDUCATION  | 6,585    | 7,205    | 5,479         | 12,650   | 15,000      | 18.58       | 2,350       |
| 101-215.000-832.000             | DUES AND MEMBERSHIPS           | 865      | 1,071    | 400           | 855      | 1,500       | 75.44       | 645         |
| 101-215.000-853.000             | TELECOMMUNICATIONS             | 571      | 706      | 346           | 1,200    | 1,200       |             |             |
| 101-215.000-900.000             | PRINTING                       | 503      | (46)     | 49            | 500      | 500         |             |             |
| 101-215.000-901.000             | PUBLISHING                     | 487      | 163      | 553           | 1,000    | 1,500       | 50.00       | 500         |
| 101-215.000-963.001             | MISCELLANEOUS                  | 181      | (4)      |               | 300      | 300         |             |             |
| 101-215.000-965.000             | POSTAGE                        | 1,163    | 2,422    | 1,693         | 5,000    | 5,000       |             |             |
| 101-215.000-979.000             | NEW FURNITURE & EQUIPMENT      | 650      | 4,378    | 3,663         | 7,000    | 6,000       | (14.29)     | (1,000)     |
| Totals for dept 215.000 - CLERK |                                | 149,787  | 248,256  | 202,810       | 306,605  | 335,965     | 9.58        | 29,360      |

|                                           |                               | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|-------------------------------------------|-------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                           |                               | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                                 | DESCRIPTION                   |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| 101-247.000-702.001                       | SALARIES & WAGES              | 1,021    | 905      | 1,500         | 3,000    | 3,000       |             |             |
| 101-247.000-715.000                       | SOCIAL SECURITY/MEDICARE      | 78       | 69       | 115           | 227      | 230         | 1.32        | 3           |
| 101-247.000-812.000                       | LUNCHES/DINNERS/MEETINGS      | 187      | 298      | 295           | 300      | 300         |             |             |
| 101-247.000-831.000                       | SEMINARS/CONTINUING EDUCATION |          |          | 150           | 350      | 350         |             |             |
| 101-247.000-901.000                       | PUBLISHING                    |          | 150      |               | 240      | 240         |             |             |
| Totals for dept 247.000 - BOARD OF REVIEW |                               | 1,286    | 1,422    | 2,060         | 4,117    | 4,120       | 0.07        | 3           |

|                                     |                               | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|-------------------------------------|-------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                     |                               | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                           | DESCRIPTION                   |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 253.000 - TREASURER            |                               |          |          |               |          |             |             |             |
| 101-253.000-702.001                 | SALARIES & WAGES              | 115,383  | 122,444  | 79,667        | 122,500  | 115,000     | (6.12)      | (7,500)     |
| 101-253.000-702.002                 | SALARY - DEPUTY/ASSISTANT     | 1,014    |          |               |          |             |             |             |
| 101-253.000-702.011                 | PAYMENT IN LIEU OF HEALTH INS | 50       | 50       | 5,450         | 2,600    | 7,800       | 200.00      | 5,200       |
| 101-253.000-715.000                 | SOCIAL SECURITY/MEDICARE      | 8,697    | 9,132    | 6,358         | 9,375    | 8,800       | (6.13)      | (575)       |
| 101-253.000-716.000                 | PENSION CONTRIBUTION          | 11,258   | 11,901   | 7,815         | 12,250   | 11,500      | (6.12)      | (750)       |
| 101-253.000-717.000                 | HEALTH & LIFE INSURANCE       | 21,425   | 20,781   | 6,882         | 28,500   | 10,000      | (64.91)     | (18,500)    |
| 101-253.000-727.000                 | SUPPLIES                      | 310      | 373      | 58            | 500      | 500         |             |             |
| 101-253.000-801.001                 | FILING FEES/LEGAL             |          |          |               | 100      |             | (100.00)    | (100)       |
| 101-253.000-802.000                 | LEGAL SERVICES                |          | 108      |               | 250      | 250         |             |             |
| 101-253.000-808.000                 | CONTRACTED SERVICES           |          | 399      |               |          |             |             |             |
| 101-253.000-809.000                 | PROGRAMMING/SOFTWARE/NETWORK  | 3,085    | 3,329    | 3,698         | 6,100    | 6,300       | 3.28        | 200         |
| 101-253.000-812.000                 | LUNCHES/DINNERS/MEETINGS      | 195      | 275      | 235           | 400      | 400         |             |             |
| 101-253.000-817.000                 | MILEAGE REIMBURSEMENT         | 1,163    | 1,464    | 1,021         | 1,400    | 1,600       | 14.29       | 200         |
| 101-253.000-831.000                 | SEMINARS/CONTINUING EDUCATION | 2,160    | 2,725    | 2,743         | 2,500    | 3,500       | 40.00       | 1,000       |
| 101-253.000-832.000                 | DUES AND MEMBERSHIPS          | 249      | 447      | 597           | 525      | 600         | 14.29       | 75          |
| 101-253.000-853.000                 | TELECOMMUNICATIONS            | 203      | 213      | 290           | 600      | 650         | 8.33        | 50          |
| 101-253.000-900.000                 | PRINTING                      | 3,701    | 3,454    | 2,093         | 4,500    | 4,500       |             |             |
| 101-253.000-903.000                 | PROPERTY TAX NOTIFICATIONS    | 691      | 1,036    | 468           | 1,300    | 1,300       |             |             |
| 101-253.000-963.001                 | MISCELLANEOUS                 |          | 173      |               | 200      | 200         |             |             |
| 101-253.000-965.000                 | POSTAGE                       | 7,775    | 9,934    | 5,901         | 8,700    | 9,000       | 3.45        | 300         |
| 101-253.000-979.000                 | NEW FURNITURE & EQUIPMENT     | 1,043    | 237      | 1,993         | 4,500    | 2,500       | (44.44)     | (2,000)     |
| Totals for dept 253.000 - TREASURER |                               | 178,402  | 188,475  | 125,269       | 206,800  | 184,400     | (10.83)     | (22,400)    |

| GL NUMBER                          | DESCRIPTION                   | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|------------------------------------|-------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                    |                               | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                                    |                               |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 257.000 - ASSESSOR            |                               |          |          |               |          |             |             |             |
| 101-257.000-702.001                | SALARIES & WAGES              | 87,076   | 87,331   | 59,485        | 182,500  | 200,000     | 9.59        | 17,500      |
| 101-257.000-702.002                | SALARY - DEPUTY/ASSISTANT     | 59,511   | 54,146   | 39,875        |          |             |             |             |
| 101-257.000-702.010                | SALARY - CLERICAL             | 32,882   | 36,871   | 26,608        |          |             |             |             |
| 101-257.000-715.000                | SOCIAL SECURITY/MEDICARE      | 13,215   | 13,166   | 9,178         | 14,000   | 15,300      | 9.29        | 1,300       |
| 101-257.000-716.000                | PENSION CONTRIBUTION          | 17,925   | 17,537   | 12,590        | 18,250   | 20,000      | 9.59        | 1,750       |
| 101-257.000-717.000                | HEALTH & LIFE INSURANCE       | 52,140   | 49,319   | 37,957        | 60,000   | 60,000      |             |             |
| 101-257.000-727.000                | SUPPLIES                      | 550      | 365      | 111           | 500      | 500         |             |             |
| 101-257.000-801.001                | FILING FEES/LEGAL             |          |          |               | 100      | 100         |             |             |
| 101-257.000-802.000                | LEGAL SERVICES                | 6,970    | 5,571    | 10,828        | 20,000   | 20,000      |             |             |
| 101-257.000-808.000                | CONTRACTED SERVICES           |          |          |               | 2,000    | 500         | (75.00)     | (1,500)     |
| 101-257.000-809.000                | PROGRAMMING/SOFTWARE/NETWORK  | 7,247    | 7,397    | 7,575         | 9,000    | 9,000       |             |             |
| 101-257.000-812.000                | LUNCHES/DINNERS/MEETINGS      | 321      | 247      | 365           | 500      | 500         |             |             |
| 101-257.000-817.000                | MILEAGE REIMBURSEMENT         | 1,670    | 1,241    | 161           | 1,500    | 1,500       |             |             |
| 101-257.000-831.000                | SEMINARS/CONTINUING EDUCATION | 4,597    | 4,864    | 3,775         | 7,000    | 7,500       | 7.14        | 500         |
| 101-257.000-832.000                | DUES AND MEMBERSHIPS          | 1,282    | 540      | 847           | 860      | 1,000       | 16.28       | 140         |
| 101-257.000-853.000                | TELECOMMUNICATIONS            | 560      | 522      | 292           | 660      | 700         | 6.06        | 40          |
| 101-257.000-901.000                | PUBLISHING                    | 267      | 637      | 406           | 300      | 500         | 66.67       | 200         |
| 101-257.000-903.000                | PROPERTY TAX NOTIFICATIONS    | 1,354    | 1,271    | 1,520         | 1,600    | 2,000       | 25.00       | 400         |
| 101-257.000-963.001                | MISCELLANEOUS                 | 263      | 374      | 120           | 300      | 300         |             |             |
| 101-257.000-965.000                | POSTAGE                       | 3,996    | 9,261    | 902           | 5,000    | 6,500       | 30.00       | 1,500       |
| 101-257.000-979.000                | NEW FURNITURE & EQUIPMENT     | 6,813    | 153      |               | 2,700    | 2,000       | (28.89)     | (700)       |
| Totals for dept 257.000 - ASSESSOR |                               | 298,639  | 290,813  | 212,595       | 326,770  | 347,900     | 6.47        | 21,130      |



| GL NUMBER                                        | DESCRIPTION                     | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|--------------------------------------------------|---------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                                  |                                 | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                                                  |                                 |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 261.000 - GENERAL ADMINISTRATION            |                                 |          |          |               |          |             |             |             |
| 101-261.000-717.000                              | HEALTH & LIFE INSURANCE         | 15,697   | 20,287   | 20,439        | 19,000   | 27,500      | 44.74       | 8,500       |
| 101-261.000-719.000                              | WORKERS' COMPENSATION INSURANCE | 17,425   | 27,883   | 17,776        | 18,000   | 30,000      | 65.67       | 12,000      |
| 101-261.000-727.000                              | SUPPLIES                        | 7,517    | 6,488    | 5,316         | 8,500    | 9,000       | 5.88        | 500         |
| 101-261.000-801.000                              | ACCOUNTING SERVICES/AUDIT       | 5,796    | 13,213   | 19,325        | 15,000   | 19,000      | 26.67       | 4,000       |
| 101-261.000-801.001                              | FILING FEES/LEGAL               | 20       |          | 20            | 200      | 200         |             |             |
| 101-261.000-802.000                              | LEGAL SERVICES                  | 6,581    | 4,077    | 913           | 25,000   | 15,000      | (40.00)     | (10,000)    |
| 101-261.000-803.000                              | ENGINEERING                     |          | 1,721    | 1,233         | 8,000    | 8,000       |             |             |
| 101-261.000-805.000                              | EQUIPMENT RENTAL/SERVICE        |          |          |               | 500      | 500         |             |             |
| 101-261.000-808.000                              | CONTRACTED SERVICES             | 10,583   | 20,854   | 12,343        | 20,000   | 20,000      |             |             |
| 101-261.000-809.000                              | PROGRAMMING/SOFTWARE/NETWORK    | 59,057   | 50,558   | 46,742        | 210,000  | 225,000     | 7.14        | 15,000      |
| 101-261.000-812.000                              | LUNCHESES/DINNERS/MEETINGS      | 598      |          |               |          |             |             |             |
| 101-261.000-815.000                              | MOSQUITO/LEAF COLLECTION        | 7,345    |          |               |          |             |             |             |
| 101-261.000-831.000                              | SEMINARS/CONTINUING EDUCATION   | 350      |          |               | 1,000    | 1,000       |             |             |
| 101-261.000-832.000                              | DUES AND MEMBERSHIPS            | 33,539   | 72,690   | 76,354        | 65,000   | 74,000      | 13.85       | 9,000       |
| 101-261.000-853.000                              | TELECOMMUNICATIONS              | 2,070    | 1,150    | 2,252         | 3,000    | 3,600       | 20.00       | 600         |
| 101-261.000-901.000                              | PUBLISHING                      | 2,685    | 2,842    | 769           | 6,000    | 6,000       |             |             |
| 101-261.000-902.000                              | TOWNSHIP NEWSLETTER             | 2,339    | 2,665    | 1,252         | 3,000    | 3,200       | 6.67        | 200         |
| 101-261.000-958.000                              | INSURANCE & BONDS               | 21,949   |          | (289)         | 4,000    | 4,000       |             |             |
| 101-261.000-961.001                              | MAPPING & AERIAL PHOTO          | 3,185    | 3,041    | 3,543         | 4,000    | 4,000       |             |             |
| 101-261.000-963.001                              | MISCELLANEOUS                   | 441      | (112)    | 2,107         | 1,000    | 1,000       |             |             |
| 101-261.000-964.000                              | TAX/PERMIT FEES REFUND          | 1,065    | 2,305    | 3,065         | 5,000    | 5,000       |             |             |
| 101-261.000-965.000                              | POSTAGE                         | 12,504   | (5,483)  | (4,375)       | 8,500    | 8,500       |             |             |
| 101-261.000-969.002                              | ADMINISTRATION FEES             | 60       |          |               | 200      | 200         |             |             |
| 101-261.000-975.000                              | PEG FUND COMMITMENT             | 12,000   | 17,500   | 31,514        | 52,500   | 53,000      | 0.95        | 500         |
| Totals for dept 261.000 - GENERAL ADMINISTRATION |                                 | 222,806  | 241,679  | 240,299       | 477,400  | 517,700     | 8.44        | 40,300      |

|                                     |                              | 2022     | 2023     | 2024                      | 2024               | 2025                  | 2025                    | 2025                      |
|-------------------------------------|------------------------------|----------|----------|---------------------------|--------------------|-----------------------|-------------------------|---------------------------|
| GL NUMBER                           | DESCRIPTION                  | ACTIVITY | ACTIVITY | ACTIVITY<br>THRU 12/31/24 | APPROVED<br>BUDGET | RECOMMENDED<br>BUDGET | RECOMMENDED<br>% CHANGE | RECOMMENDED<br>AMT CHANGE |
| Dept 262.000 - ELECTIONS            |                              |          |          |                           |                    |                       |                         |                           |
| 101-262.000-702.001                 | SALARIES & WAGES             | 29,154   | 9,817    | 18,144                    |                    | 15,000                |                         | 15,000                    |
| 101-262.000-702.002                 | SALARY - DEPUTY/ASSISTANT    | 2,103    | 108      | 1,627                     |                    |                       |                         |                           |
| 101-262.000-715.000                 | SOCIAL SECURITY/MEDICARE     | 2,346    | 741      | 1,515                     |                    | 1,150                 |                         | 1,150                     |
| 101-262.000-716.000                 | PENSION CONTRIBUTION         | 1,986    | 12       | 117                       |                    | 1,500                 |                         | 1,500                     |
| 101-262.000-717.000                 | HEALTH & LIFE INSURANCE      | 300      |          |                           |                    |                       |                         |                           |
| 101-262.000-727.000                 | SUPPLIES                     | 7,478    | 3,724    | 542                       | 4,800              | 5,000                 | 4.17                    | 200                       |
| 101-262.000-802.000                 | LEGAL SERVICES               | 909      | 278      | 1,018                     | 1,000              | 1,000                 |                         |                           |
| 101-262.000-808.000                 | CONTRACTED SERVICES          | 25,843   | 25,552   | 61,863                    | 100,000            | 55,000                | (45.00)                 | (45,000)                  |
| 101-262.000-809.000                 | PROGRAMMING/SOFTWARE/NETWORK |          |          | 6,019                     | 41,600             | 42,000                | 0.96                    | 400                       |
| 101-262.000-812.000                 | LUNCHES/DINNERS/MEETINGS     |          | 1,800    | 8,550                     | 9,000              | 5,000                 | (44.44)                 | (4,000)                   |
| 101-262.000-817.000                 | MILEAGE REIMBURSEMENT        | 327      | 643      | 870                       | 2,000              | 2,000                 |                         |                           |
| 101-262.000-900.000                 | PRINTING                     | 12,770   | 15,707   | 8,839                     | 100,000            | 10,000                | (90.00)                 | (90,000)                  |
| 101-262.000-901.000                 | PUBLISHING                   | 122      | 142      | 270                       |                    | 3,000                 |                         | 3,000                     |
| 101-262.000-963.001                 | MISCELLANEOUS                | 2,390    | 1,114    | 559                       | 2,500              | 2,500                 |                         |                           |
| 101-262.000-965.000                 | POSTAGE                      | 12,623   | 19,536   | 10,183                    | 45,000             | 30,000                | (33.33)                 | (15,000)                  |
| 101-262.000-979.000                 | NEW FURNITURE & EQUIPMENT    | 5,496    | 5,768    | 3,107                     | 10,000             | 5,000                 | (50.00)                 | (5,000)                   |
| Totals for dept 262.000 - ELECTIONS |                              | 103,847  | 84,942   | 123,223                   | 315,900            | 178,150               | (43.61)                 | (137,750)                 |



|                                                     |                                        | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|-----------------------------------------------------|----------------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                                     |                                        | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                                           | DESCRIPTION                            |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 265.000 - TOWNSHIP HALL AND GROUNDS            |                                        |          |          |               |          |             |             |             |
| 101-265.000-702.001                                 | SALARIES & WAGES                       | 9,920    | 11,563   | 10,827        | 15,000   | 16,000      | 6.67        | 1,000       |
| 101-265.000-715.000                                 | SOCIAL SECURITY/MEDICARE               | 759      | 885      | 878           | 1,150    | 1,216       | 5.74        | 66          |
| 101-265.000-716.000                                 | PENSION CONTRIBUTION                   |          |          | 40            |          | 100         |             | 100         |
| 101-265.000-727.000                                 | SUPPLIES                               | 1,429    | 377      |               | 100      | 100         |             |             |
| 101-265.000-775.000                                 | BUILDING REPAIR & MAINTENANCE SUPPLIES | 490      | 63       | 54            | 500      | 2,500       | 400.00      | 2,000       |
| 101-265.000-805.000                                 | EQUIPMENT RENTAL/SERVICE               | 1,049    | 491      | 749           | 1,700    | 1,700       |             |             |
| 101-265.000-808.000                                 | CONTRACTED SERVICES                    | 6,928    | 17,358   | 5,133         | 15,510   | 15,000      | (3.29)      | (510)       |
| 101-265.000-815.000                                 | MOSQUITO/LEAF COLLECTION               | 7,363    | 13,089   |               | 23,000   | 23,000      |             |             |
| 101-265.000-819.000                                 | SNOW PLOWING/REMOVAL                   | 13,168   | 22,850   | 13,367        | 18,000   | 20,000      | 11.11       | 2,000       |
| 101-265.000-821.000                                 | CLEANING BUILDING                      | 17,651   | 20,172   | 14,497        | 20,000   | 22,000      | 10.00       | 2,000       |
| 101-265.000-822.000                                 | TRASH REMOVAL                          | 708      | 1,409    | 1,632         | 1,600    | 2,900       | 81.25       | 1,300       |
| 101-265.000-853.000                                 | TELECOMMUNICATIONS                     | 12,662   | 12,652   | 11,215        | 18,500   | 20,000      | 8.11        | 1,500       |
| 101-265.000-920.000                                 | ELECTRIC                               | 28,978   | 34,786   | 40,411        | 35,000   | 38,000      | 8.57        | 3,000       |
| 101-265.000-923.000                                 | NATURAL GAS                            | 10,485   | 9,941    | 8,924         | 16,000   | 16,000      |             |             |
| 101-265.000-924.000                                 | WATER AND SEWER                        | 424      | 1,514    | 1,053         | 1,500    | 1,600       | 6.67        | 100         |
| 101-265.000-932.000                                 | EQUIPMENT MAINTENANCE                  | 7,277    | 5,022    | 19,247        | 16,000   | 16,000      |             |             |
| 101-265.000-933.000                                 | BUILDING MAINTENANCE                   | 3,894    | 10,358   | 14,737        | 10,000   | 13,000      | 30.00       | 3,000       |
| 101-265.000-935.000                                 | GROUNDS MAINTENANCE                    | 37,488   | 23,466   | 28,256        | 35,000   | 36,000      | 2.86        | 1,000       |
| 101-265.000-940.000                                 | FLEET VEHICLE RENT                     |          |          |               | 500      | 500         |             |             |
| 101-265.000-958.000                                 | INSURANCE & BONDS                      | 3,786    | 14,191   | 25,494        | 30,000   | 35,000      | 16.67       | 5,000       |
| 101-265.000-963.001                                 | MISCELLANEOUS                          | 1,301    | 2,543    | 1,079         | 5,000    | 2,500       | (50.00)     | (2,500)     |
| 101-265.000-972.000                                 | CAPITAL OUTLAY                         | 14,767   | 47,554   | 5,284         |          |             |             |             |
| 101-265.000-973.000                                 | GROUNDS IMPROVEMENTS                   |          |          |               | 5,000    | 5,000       |             |             |
| 101-265.000-979.000                                 | NEW FURNITURE & EQUIPMENT              | 663      | 1,384    | 561           | 2,500    | 2,500       |             |             |
| Totals for dept 265.000 - TOWNSHIP HALL AND GROUNDS |                                        | 181,190  | 251,668  | 203,438       | 271,560  | 290,616     | 7.02        | 19,056      |

|                                                          |                          | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|----------------------------------------------------------|--------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                                          |                          | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                                                | DESCRIPTION              |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 371.000 - BUILDING/MECHANICAL INSPECTION            |                          |          |          |               |          |             |             |             |
| 101-371.000-702.001                                      | SALARIES & WAGES         |          |          | 9,273         |          |             |             |             |
| 101-371.000-715.000                                      | SOCIAL SECURITY/MEDICARE |          |          | 690           |          |             |             |             |
| 101-371.000-716.000                                      | PENSION CONTRIBUTION     |          |          | 927           |          |             |             |             |
| 101-371.000-717.000                                      | HEALTH & LIFE INSURANCE  |          | (80)     | 297           |          |             |             |             |
| Totals for dept 371.000 - BUILDING/MECHANICAL INSPECTION |                          |          | (80)     | 11,187        |          |             |             |             |
| Dept 443.000 - WATER & SEWER                             |                          |          |          |               |          |             |             |             |
| 101-443.000-717.000                                      | HEALTH & LIFE INSURANCE  |          | (40)     | 6,436         |          |             |             |             |
| 101-443.000-853.000                                      | TELECOMMUNICATIONS       |          |          | 130           |          |             |             |             |
| 101-443.000-926.000                                      | HYDRANT RENTAL           | 13,580   | 13,980   |               |          |             |             |             |
| Totals for dept 443.000 - WATER & SEWER                  |                          | 13,580   | 13,940   | 6,566         |          |             |             |             |

|                                                      |                                  | 2022     | 2023     | 2024                      | 2024               | 2025                  | 2025                    | 2025                      |
|------------------------------------------------------|----------------------------------|----------|----------|---------------------------|--------------------|-----------------------|-------------------------|---------------------------|
| GL NUMBER                                            | DESCRIPTION                      | ACTIVITY | ACTIVITY | ACTIVITY<br>THRU 12/31/24 | APPROVED<br>BUDGET | RECOMMENDED<br>BUDGET | RECOMMENDED<br>% CHANGE | RECOMMENDED<br>AMT CHANGE |
| Dept 445.000 - DRAINS                                |                                  |          |          |                           |                    |                       |                         |                           |
| 101-445.000-808.000                                  | CONTRACTED SERVICES              | 43,364   | 24,945   | 28,206                    | 40,000             | 40,000                |                         |                           |
| Totals for dept 445.000 - DRAINS                     |                                  | 43,364   | 24,945   | 28,206                    | 40,000             | 40,000                |                         |                           |
| Dept 446.000 - HIGHWAYS, STREETS & TRAILS            |                                  |          |          |                           |                    |                       |                         |                           |
| 101-446.000-808.000                                  | CONTRACTED SERVICES              | 15,286   | 16,347   | 9,429                     | 17,000             | 25,000                | 47.06                   | 8,000                     |
| 101-446.000-920.001                                  | DIVISION AVE                     | 12       | 588      |                           | 20,000             |                       | (100.00)                | (20,000)                  |
| 101-446.000-960.000                                  | ROAD CONSTRUCTION                | 185,396  | 300,031  | 226,533                   | 250,000            | 300,000               | 20.00                   | 50,000                    |
| 101-446.000-960.002                                  | TRAIL CONSTRUCTION & MAINTENANCE | 2,070    | 739      | 297                       | 12,000             | 15,000                | 25.00                   | 3,000                     |
| 101-446.000-972.000                                  | CAPITAL OUTLAY                   |          |          | 8,200                     |                    | 20,000                |                         | 20,000                    |
| 101-446.000-973.001                                  | DIVISION AVE MAINTENANCE         | 3,389    | 6,210    | 2,538                     | 10,000             | 10,000                |                         |                           |
| Totals for dept 446.000 - HIGHWAYS, STREETS & TRAILS |                                  | 206,153  | 323,915  | 246,997                   | 309,000            | 370,000               | 19.74                   | 61,000                    |
| Dept 448.000 - STREET LIGHTING                       |                                  |          |          |                           |                    |                       |                         |                           |
| 101-448.000-901.000                                  | PUBLISHING                       |          |          |                           | 500                | 500                   |                         |                           |
| 101-448.000-920.000                                  | ELECTRIC                         | 151,595  | 176,274  | 136,037                   | 160,000            | 200,000               | 25.00                   | 40,000                    |
| 101-448.000-920.001                                  | DIVISION AVE                     | 5,568    | 4,878    | 3,119                     | 5,000              | 6,000                 | 20.00                   | 1,000                     |
| 101-448.000-920.002                                  | INTERSECTION LIGHTS/INSTALL/OPER |          | 131      |                           | 200                | 200                   |                         |                           |
| Totals for dept 448.000 - STREET LIGHTING            |                                  | 157,163  | 181,283  | 139,156                   | 165,700            | 206,700               | 24.74                   | 41,000                    |

|                                    |                                        | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|------------------------------------|----------------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                    |                                        | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                          | DESCRIPTION                            |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 567.000 - CEMETERY            |                                        |          |          |               |          |             |             |             |
| 101-567.000-702.001                | SALARIES & WAGES                       | 51,814   | 28,369   | 21,076        | 30,000   | 31,000      | 3.33        | 1,000       |
| 101-567.000-702.002                | SALARY - DEPUTY/ASSISTANT              | 25,738   | 21,200   | 15,037        |          |             |             |             |
| 101-567.000-715.000                | SOCIAL SECURITY/MEDICARE               | 5,889    | 3,792    | 2,763         | 2,295    | 2,375       | 3.49        | 80          |
| 101-567.000-716.000                | PENSION CONTRIBUTION                   | 2,390    |          |               | 3,000    | 3,100       | 3.33        | 100         |
| 101-567.000-717.000                | HEALTH & LIFE INSURANCE                | 300      |          |               |          |             |             |             |
| 101-567.000-727.000                | SUPPLIES                               | 100      | 287      | 144           | 250      | 250         |             |             |
| 101-567.000-740.000                | OPERATING SUPPLIES                     | 2,901    | 3,308    | 5,296         | 3,000    | 3,000       |             |             |
| 101-567.000-741.000                | FUEL                                   |          |          | 40            |          | 2,000       |             | 2,000       |
| 101-567.000-775.000                | BUILDING REPAIR & MAINTENANCE SUPPLIES | 43       |          | 865           | 6,000    | 5,000       | (16.67)     | (1,000)     |
| 101-567.000-802.000                | LEGAL SERVICES                         | 44       |          | 505           | 200      | 500         | 150.00      | 300         |
| 101-567.000-803.000                | ENGINEERING                            |          | 246      | 9,555         | 3,500    | 5,000       | 42.86       | 1,500       |
| 101-567.000-808.000                | CONTRACTED SERVICES                    | 1,139    | 300      | 1,076         | 4,000    | 2,000       | (50.00)     | (2,000)     |
| 101-567.000-809.000                | PROGRAMMING/SOFTWARE/NETWORK           |          |          |               |          | 1,400       |             | 1,400       |
| 101-567.000-817.000                | MILEAGE REIMBURSEMENT                  |          | 12       | 101           |          | 100         |             | 100         |
| 101-567.000-819.000                | SNOW PLOWING/REMOVAL                   | 1,836    | 4,286    | 2,571         | 4,000    | 5,000       | 25.00       | 1,000       |
| 101-567.000-822.000                | TRASH REMOVAL                          | 725      | 732      | 577           | 600      | 650         | 8.33        | 50          |
| 101-567.000-920.000                | ELECTRIC                               | 1,154    | 1,122    | 847           | 1,600    | 1,600       |             |             |
| 101-567.000-932.000                | EQUIPMENT MAINTENANCE                  | 2,282    | 1,729    |               | 2,500    | 3,000       | 20.00       | 500         |
| 101-567.000-963.001                | MISCELLANEOUS                          | 325      |          |               | 500      | 500         |             |             |
| 101-567.000-972.000                | CAPITAL OUTLAY                         |          | 182,927  | 10,799        |          | 40,000      |             | 40,000      |
| 101-567.000-973.000                | GROUPS IMPROVEMENTS                    | 8,740    | 8,432    | 4,009         | 250,000  | 50,000      | (80.00)     | (200,000)   |
| 101-567.000-979.000                | NEW FURNITURE & EQUIPMENT              | 612      | 69,140   | 2,172         | 50,000   | 50,000      |             |             |
| Totals for dept 567.000 - CEMETERY |                                        | 106,032  | 325,882  | 77,433        | 361,445  | 206,475     | (42.88)     | (154,970)   |

|                                                 |                              | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|-------------------------------------------------|------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                                 |                              | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                                       | DESCRIPTION                  |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 596.000 - PUBLIC TRANSPORTATION            |                              |          |          |               |          |             |             |             |
| 101-596.000-860.000                             | INTERURBAN TRANSIT AUTHORITY | 44,354   | 43,029   | 34,775        | 55,000   | 58,000      | 5.45        | 3,000       |
| Totals for dept 596.000 - PUBLIC TRANSPORTATION |                              | 44,354   | 43,029   | 34,775        | 55,000   | 58,000      | 5.45        | 3,000       |



|                                               |                                 | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|-----------------------------------------------|---------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                               |                                 | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                                     | DESCRIPTION                     |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 701.000 - PLANNING AND ZONING            |                                 |          |          |               |          |             |             |             |
| 101-701.000-702.001                           | SALARIES & WAGES                | 152,571  | 127,395  | 102,964       | 152,000  | 165,000     | 8.55        | 13,000      |
| 101-701.000-702.002                           | SALARY - DEPUTY/ASSISTANT       | 86       |          |               |          |             |             |             |
| 101-701.000-702.006                           | SALARY - BOARDS/COMMISSIONS     | 7,360    | 7,550    | 5,210         | 9,500    | 9,500       |             |             |
| 101-701.000-702.011                           | PAYMENT IN LIEU OF HEALTH INS   |          |          | 3,600         |          | 5,200       |             | 5,200       |
| 101-701.000-715.000                           | SOCIAL SECURITY/MEDICARE        | 12,187   | 10,323   | 8,551         | 11,600   | 12,625      | 8.84        | 1,025       |
| 101-701.000-716.000                           | PENSION CONTRIBUTION            | 15,227   | 12,949   | 9,740         | 15,200   | 16,500      | 8.55        | 1,300       |
| 101-701.000-717.000                           | HEALTH & LIFE INSURANCE         | 29,507   | 32,632   | 19,955        | 51,000   | 30,000      | (41.18)     | (21,000)    |
| 101-701.000-727.000                           | SUPPLIES                        | 527      | 182      | 391           | 600      | 700         | 16.67       | 100         |
| 101-701.000-727.001                           | REFERENCE MATERIALS             |          |          | 93            | 200      | 200         |             |             |
| 101-701.000-727.002                           | MUNICODE UPDATES                | 1,238    | 784      | 935           | 8,000    | 8,000       |             |             |
| 101-701.000-802.000                           | LEGAL SERVICES                  | 21,214   | 17,148   | 5,218         | 20,000   | 20,000      |             |             |
| 101-701.000-808.000                           | CONTRACTED SERVICES             | 9,790    | 28,281   | 25,534        | 45,000   | 45,000      |             |             |
| 101-701.000-808.001                           | ENGINEERING CONTRACTED SERVICES | 7,250    | 22,920   | (3,835)       | 25,000   | 25,000      |             |             |
| 101-701.000-809.000                           | PROGRAMMING/SOFTWARE/NETWORK    | 2,610    | 894      | 940           | 3,000    | 3,000       |             |             |
| 101-701.000-812.000                           | LUNCHES/DINNERS/MEETINGS        | 103      | 328      | 10            | 200      | 200         |             |             |
| 101-701.000-817.000                           | MILEAGE REIMBURSEMENT           | 635      | 371      | 108           | 750      | 750         |             |             |
| 101-701.000-831.000                           | SEMINARS/CONTINUING EDUCATION   | 722      | 1,190    | 880           | 3,000    | 2,500       | (16.67)     | (500)       |
| 101-701.000-832.000                           | DUES AND MEMBERSHIPS            | 229      | 240      | 95            | 500      | 500         |             |             |
| 101-701.000-853.000                           | TELECOMMUNICATIONS              | 260      | 899      | 358           | 900      | 600         | (33.33)     | (300)       |
| 101-701.000-900.000                           | PRINTING                        | 179      | 195      | 405           | 500      | 750         | 50.00       | 250         |
| 101-701.000-901.000                           | PUBLISHING                      | 3,963    | 3,955    | 4,610         | 4,000    | 5,000       | 25.00       | 1,000       |
| 101-701.000-963.001                           | MISCELLANEOUS                   | 170      | 217      | 10            | 500      | 500         |             |             |
| 101-701.000-965.000                           | POSTAGE                         | 1,303    | 3,797    | 3,067         | 2,000    | 4,000       | 100.00      | 2,000       |
| 101-701.000-979.000                           | NEW FURNITURE & EQUIPMENT       | 2,360    | 2,534    | 1,910         | 3,000    | 1,000       | (66.67)     | (2,000)     |
| Totals for dept 701.000 - PLANNING AND ZONING |                                 | 269,491  | 274,784  | 190,749       | 356,450  | 356,525     | 0.02        | 75          |



|                                                | 2022                                   | 2023      | 2024          | 2024      | 2025        | 2025        | 2025        |
|------------------------------------------------|----------------------------------------|-----------|---------------|-----------|-------------|-------------|-------------|
|                                                | ACTIVITY                               | ACTIVITY  | ACTIVITY      | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                                      | DESCRIPTION                            |           | THRU 12/31/24 | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 751.000 - PARKS AND RECREATION            |                                        |           |               |           |             |             |             |
| 101-751.000-702.006                            | SALARY - BOARDS/COMMISSIONS            | 1,430     | 1,360         | 910       | 2,500       | 2,500       |             |
| 101-751.000-715.000                            | SOCIAL SECURITY/MEDICARE               | 109       | 104           | 70        | 190         | 190         |             |
| 101-751.000-716.000                            | PENSION CONTRIBUTION                   | 26        | 25            | 12        | 50          | 50          |             |
| 101-751.000-727.000                            | SUPPLIES                               | 212       | 126           | 87        | 100         | 100         |             |
| 101-751.000-808.000                            | CONTRACTED SERVICES                    | 16,575    | 28,625        | 7,977     | 25,000      | 25,000      |             |
| 101-751.000-812.000                            | LUNCHES/DINNERS/MEETINGS               | 335       | 423           | 333       | 600         | 600         |             |
| 101-751.000-880.000                            | COMMUNITY PROMOTIONS                   | 2,580     | 1,707         | 1,409     | 5,000       | 5,000       |             |
| 101-751.000-900.000                            | PRINTING                               |           |               |           | 600         | 600         |             |
| 101-751.000-901.000                            | PUBLISHING                             |           |               |           | 200         | 200         |             |
| 101-751.000-963.001                            | MISCELLANEOUS                          |           | 110           | 732       | 250         | 250         |             |
| 101-751.000-965.000                            | POSTAGE                                |           |               |           | 100         | 100         |             |
| 101-751.000-973.000                            | GROUPS IMPROVEMENTS                    | 550       | 780           | 512       | 5,000       | 5,000       |             |
| Totals for dept 751.000 - PARKS AND RECREATION |                                        | 21,817    | 33,260        | 12,042    | 39,590      | 39,590      |             |
|                                                |                                        |           |               |           |             |             |             |
|                                                | 2022                                   | 2023      | 2024          | 2024      | 2025        | 2025        | 2025        |
|                                                | ACTIVITY                               | ACTIVITY  | ACTIVITY      | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                                      | DESCRIPTION                            |           | THRU 12/31/24 | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 790.000 - LIBRARY                         |                                        |           |               |           |             |             |             |
| 101-790.000-727.000                            | SUPPLIES                               |           | 414           |           |             |             |             |
| 101-790.000-775.000                            | BUILDING REPAIR & MAINTENANCE SUPPLIES | 21        | 115           | 30        | 500         | 500         |             |
| 101-790.000-805.000                            | EQUIPMENT RENTAL/SERVICE               |           |               |           | 200         | 200         |             |
| 101-790.000-808.000                            | CONTRACTED SERVICES                    | 360       | 1,224         | 1,256     | 2,000       | 2,000       |             |
| 101-790.000-819.000                            | SNOW PLOWING/REMOVAL                   | 6,429     | 9,509         | 4,123     | 7,500       | 8,000       | 6.67        |
| 101-790.000-821.000                            | CLEANING BUILDING                      | 14,968    | 13,769        | 12,781    | 16,000      | 21,400      | 33.75       |
| 101-790.000-822.000                            | TRASH REMOVAL                          | 879       | 936           | 731       | 1,000       | 1,000       |             |
| 101-790.000-920.000                            | ELECTRIC                               | 9,525     | 8,834         | 7,415     | 11,000      | 11,500      | 4.55        |
| 101-790.000-923.000                            | NATURAL GAS                            | 3,744     | 3,590         | 2,213     | 4,500       | 5,000       | 11.11       |
| 101-790.000-924.000                            | WATER AND SEWER                        | 318       | 768           | 453       | 500         | 800         | 60.00       |
| 101-790.000-932.000                            | EQUIPMENT MAINTENANCE                  | 1,220     | 1,966         | 1,992     | 5,000       | 5,000       |             |
| 101-790.000-933.000                            | BUILDING MAINTENANCE                   | 3,391     | 14,482        | 5,975     | 7,000       | 7,000       |             |
| 101-790.000-935.000                            | GROUPS MAINTENANCE                     | 3,996     | 6,672         | 4,738     | 8,500       | 8,500       |             |
| 101-790.000-958.000                            | INSURANCE & BONDS                      | 1,062     | 3,352         | 4,419     | 4,000       | 5,000       | 25.00       |
| 101-790.000-963.001                            | MISCELLANEOUS                          |           |               |           | 100         | 100         |             |
| 101-790.000-973.000                            | GROUPS IMPROVEMENTS                    |           | 3,200         |           | 8,000       | 8,000       |             |
| 101-790.000-979.000                            | NEW FURNITURE & EQUIPMENT              |           | 280           | 150       | 4,000       | 5,000       | 25.00       |
| Totals for dept 790.000 - LIBRARY              |                                        | 45,913    | 69,111        | 46,276    | 79,800      | 89,000      | 11.53       |
|                                                |                                        |           |               |           |             |             |             |
| Dept 900.000 - CAPITAL OUTLAY                  |                                        |           |               |           |             |             |             |
| 101-900.000-972.000                            | CAPITAL OUTLAY                         |           | 65,052        |           |             |             |             |
| Totals for dept 900.000 - CAPITAL OUTLAY       |                                        |           | 65,052        |           |             |             |             |
|                                                |                                        |           |               |           |             |             |             |
| Dept 990.000 - TRANSFER OUT                    |                                        |           |               |           |             |             |             |
| 101-990.000-995.000                            | TRANSFER OUT                           | 1,866,638 | 1,769,386     | 1,000,000 | 2,125,000   | 2,557,780   | 20.37       |
| Totals for dept 990.000 - TRANSFER OUT         |                                        | 1,866,638 | 1,769,386     | 1,000,000 | 2,125,000   | 2,557,780   | 20.37       |
|                                                |                                        |           |               |           |             |             |             |
| TOTAL APPROPRIATIONS                           |                                        | 4,130,291 | 4,777,177     | 3,173,346 | 5,821,363   | 6,168,717   | 5.97        |
|                                                |                                        |           |               |           |             |             |             |
| NET OF REVENUES/APPROPRIATIONS - FUND 101      |                                        | 1,690,886 | 774,785       | 325,824   |             |             |             |
| BEGINNING FUND BALANCE                         |                                        | 3,323,186 | 5,014,069     | 5,788,858 | 5,788,854   | 5,788,854   |             |
| ENDING FUND BALANCE                            |                                        | 5,014,072 | 5,788,854     | 6,114,682 | 5,788,854   | 5,788,854   |             |

09/18/2024

BUDGET REPORT FOR GAINES CHARTER TOWNSHIP  
Calculations as of 12/31/2024

| GL NUMBER                 | DESCRIPTION                      | 2022      | 2023      | 2024          | 2024      | 2025        | 2025        | 2025        |
|---------------------------|----------------------------------|-----------|-----------|---------------|-----------|-------------|-------------|-------------|
|                           |                                  | ACTIVITY  | ACTIVITY  | ACTIVITY      | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                           |                                  |           |           | THRU 12/31/24 | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
| ESTIMATED REVENUES        |                                  |           |           |               |           |             |             |             |
| Dept 000.000              |                                  |           |           |               |           |             |             |             |
| 205-000.000-452.000       | PUBLIC SAFETY SAD REVENUE        | 599,967   | 821,826   | 1,119,565     | 1,225,000 | 1,637,200   | 33.65       | 412,200     |
| 205-000.000-543.000       | STATE GRANTS - PUBLIC SAFETY     |           |           | 10,000        |           |             |             |             |
| 205-000.000-613.000       | BYRON TWP MANAGEMENT FEE         | 15,513    | 33,440    | 11,452        | 32,000    |             | (100.00)    | (32,000)    |
| 205-000.000-613.001       | BYRON TWP REIMBURSEMENT          | 7,785     | (9,929)   | (4,211)       | 550,000   | 564,000     | 2.55        | 14,000      |
| 205-000.000-642.000       | SALE OF EQUIPMENT                | 5,686     | 45,000    | 1,805         |           |             |             |             |
| 205-000.000-674.000       | CONTRIBUTIONS AND DONATIONS      |           | 630       |               |           |             |             |             |
| 205-000.000-675.001       | ARPA PUBLIC SAFETY REVENUE       |           | 440,000   |               |           | 200,000     |             | 200,000     |
| 205-000.000-687.002       | FIRE DEPT REVENUES/REIMBURSEMENT | 19,550    | 17,437    | 5,190         |           |             |             |             |
| 205-000.000-699.000       | TRANSFER IN                      | 1,866,638 | 1,723,587 | 1,000,000     | 2,465,000 | 2,557,780   | 3.76        | 92,780      |
| Totals for dept 000.000 - |                                  | 2,515,139 | 3,071,991 | 2,143,801     | 4,272,000 | 4,958,980   | 16.08       | 686,980     |
| TOTAL ESTIMATED REVENUES  |                                  | 2,515,139 | 3,071,991 | 2,143,801     | 4,272,000 | 4,958,980   | 16.08       | 686,980     |

## APPROPRIATIONS

| GL NUMBER                                 | DESCRIPTION                | 2022     | 2023     | 2024          | 2024      | 2025        | 2025        | 2025        |
|-------------------------------------------|----------------------------|----------|----------|---------------|-----------|-------------|-------------|-------------|
|                                           |                            | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                                           |                            |          |          | THRU 12/31/24 | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 301.000 - LAW ENFORCEMENT            |                            |          |          |               |           |             |             |             |
| 205-301.000-727.000                       | SUPPLIES                   |          |          | 188           |           | 500         |             | 500         |
| 205-301.000-820.000                       | KENT COUNTY SHERIFF PATROL | 943,183  | 973,790  | 823,591       | 1,360,000 | 1,428,000   | 5.00        | 68,000      |
| Totals for dept 301.000 - LAW ENFORCEMENT |                            | 943,183  | 973,790  | 823,779       | 1,360,000 | 1,428,500   | 5.04        | 68,500      |



| GL NUMBER                                  | DESCRIPTION                            | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|--------------------------------------------|----------------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                            |                                        | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                                            |                                        |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 336.001 - CUTLERVILLE FIRE DEPARTMENT |                                        |          |          |               |          |             |             |             |
| 205-336.001-702.001                        | SALARIES & WAGES                       | 24,350   | 18,567   | 23,196        | 47,250   |             | (100.00)    | (47,250)    |
| 205-336.001-702.002                        | SALARY - DEPUTY/ASSISTANT              | 326,094  | 285,828  | 283,560       | 524,800  |             | (100.00)    | (524,800)   |
| 205-336.001-702.003                        | FILL IN FOR FULL TIME                  | 20,236   | 7,148    | 24,636        | 20,000   |             | (100.00)    | (20,000)    |
| 205-336.001-702.005                        | SALARIES - POC FIRE FIGHTERS           | 35,393   | 20,435   | 17,739        | 42,000   |             | (100.00)    | (42,000)    |
| 205-336.001-702.008                        | OFFICER STIPENDS                       | 2,818    | 2,390    | 2,601         | 4,080    |             | (100.00)    | (4,080)     |
| 205-336.001-702.010                        | SALARY -PART TIME STAFFING             | 67,767   | 29,909   | 20,884        | 78,000   |             | (100.00)    | (78,000)    |
| 205-336.001-702.011                        | PAYMENT IN LIEU OF HEALTH INSU         | 6,996    | 4,690    | 316           | 8,000    |             | (100.00)    | (8,000)     |
| 205-336.001-702.013                        | OVERTIME                               |          | 40,268   | 35,671        | 49,000   |             | (100.00)    | (49,000)    |
| 205-336.001-702.014                        | OVERTIME - FLSA                        |          | 19,855   | 23,427        | 59,137   |             | (100.00)    | (59,137)    |
| 205-336.001-702.778                        | TRAINING PAY                           | 7,659    | 3,415    | 3,165         | 20,000   |             | (100.00)    | (20,000)    |
| 205-336.001-715.000                        | SOCIAL SECURITY/MEDICARE               | 35,549   | 32,677   | 32,523        | 64,000   |             | (100.00)    | (64,000)    |
| 205-336.001-716.000                        | PENSION CONTRIBUTION                   | 29,630   | 31,753   | 29,472        | 70,000   |             | (100.00)    | (70,000)    |
| 205-336.001-717.000                        | HEALTH & LIFE INSURANCE                | 52,980   | 52,370   | 88,000        | 142,175  |             | (100.00)    | (142,175)   |
| 205-336.001-719.000                        | WORKER'S COMPENSATION INSURANCE        | 24,895   | 33,675   | 26,453        | 27,500   |             | (100.00)    | (27,500)    |
| 205-336.001-727.000                        | SUPPLIES                               | 2,487    | 2,192    | 2,839         | 7,500    |             | (100.00)    | (7,500)     |
| 205-336.001-740.000                        | OPERATING SUPPLIES                     | 2,568    | 4,516    | 4,156         | 12,500   |             | (100.00)    | (12,500)    |
| 205-336.001-741.000                        | FUEL                                   | 14,342   | 8,374    | 8,109         | 15,000   |             | (100.00)    | (15,000)    |
| 205-336.001-775.000                        | BUILDING REPAIR & MAINTENANCE SUPPLIES |          | 111      |               |          |             |             |             |
| 205-336.001-776.000                        | UNIFORMS                               | 3,373    | 2,550    | 2,366         | 6,000    |             | (100.00)    | (6,000)     |
| 205-336.001-776.001                        | TURN OUT GEAR                          | 4,369    | 197      | 5,784         | 14,500   |             | (100.00)    | (14,500)    |
| 205-336.001-802.000                        | LEGAL SERVICES                         | 14,440   | 6,390    | 7,353         | 10,000   |             | (100.00)    | (10,000)    |
| 205-336.001-808.000                        | CONTRACTED SERVICES                    | 18,717   | 9,267    | 1,464         | 31,950   |             | (100.00)    | (31,950)    |
| 205-336.001-809.000                        | PROGRAMMING/SOFTWARE/NETWORK           | 5,812    | 22,525   | 23,720        | 30,000   |             | (100.00)    | (30,000)    |
| 205-336.001-810.001                        | FIRE PREVENTION EDUCATION              | 641      | 693      |               | 1,800    |             | (100.00)    | (1,800)     |
| 205-336.001-811.000                        | TRAINING                               | 4,345    | 820      | 7,731         | 7,500    |             | (100.00)    | (7,500)     |
| 205-336.001-816.000                        | KENT COUNTY EMS ASSESSMENT             | 746      | 592      | 739           | 1,200    |             | (100.00)    | (1,200)     |
| 205-336.001-816.001                        | BYRON TWP ASSESSMENT                   | 4,047    | 1,383    | 900           | 6,000    |             | (100.00)    | (6,000)     |
| 205-336.001-817.000                        | MILEAGE REIMBURSEMENT                  | 275      |          | (13)          | 600      |             | (100.00)    | (600)       |
| 205-336.001-819.000                        | SNOW PLOWING/REMOVAL                   | 2,064    | 4,022    | 3,043         | 7,000    |             | (100.00)    | (7,000)     |
| 205-336.001-822.000                        | TRASH REMOVAL                          | 822      | 852      | 985           | 1,600    |             | (100.00)    | (1,600)     |
| 205-336.001-831.000                        | SEMINARS/CONTINUING EDUCATION          | 133      |          | 618           | 4,500    |             | (100.00)    | (4,500)     |
| 205-336.001-832.000                        | DUES AND MEMBERSHIPS                   | 183      | 235      | 421           | 300      |             | (100.00)    | (300)       |
| 205-336.001-835.000                        | PHYSICAL EXAMINATIONS                  | 3,907    | 5,190    | 1,515         | 9,000    |             | (100.00)    | (9,000)     |
| 205-336.001-853.000                        | TELECOMMUNICATIONS                     | 3,224    | 2,874    | 3,682         | 6,000    |             | (100.00)    | (6,000)     |
| 205-336.001-920.000                        | ELECTRIC                               | 7,731    | 7,613    | 7,920         | 14,000   |             | (100.00)    | (14,000)    |
| 205-336.001-923.000                        | NATURAL GAS                            | 3,351    | 2,309    | 3,955         | 7,700    |             | (100.00)    | (7,700)     |
| 205-336.001-924.000                        | WATER AND SEWER                        | 514      | 636      | 383           | 1,000    |             | (100.00)    | (1,000)     |
| 205-336.001-931.000                        | VEHICLE MAINTENANCE                    | 37,888   | 23,144   | 25,974        | 50,000   |             | (100.00)    | (50,000)    |
| 205-336.001-932.000                        | EQUIPMENT MAINTENANCE                  | 4,503    | 2,520    | 15,827        | 11,000   |             | (100.00)    | (11,000)    |
| 205-336.001-933.000                        | BUILDING MAINTENANCE                   | 2,347    | 5,248    | 6,107         | 10,000   |             | (100.00)    | (10,000)    |
| 205-336.001-935.000                        | GROUNDS MAINTENANCE                    | 54       | 1,069    | 1,548         | 2,000    |             | (100.00)    | (2,000)     |
| 205-336.001-956.000                        | FOOD ALLOWANCE                         | 1,121    | 883      | 335           | 1,500    |             | (100.00)    | (1,500)     |

|                                                       |                           | 2022          | 2023     | 2024     | 2024      | 2025        | 2025        | 2025        |
|-------------------------------------------------------|---------------------------|---------------|----------|----------|-----------|-------------|-------------|-------------|
|                                                       |                           | ACTIVITY      | ACTIVITY | ACTIVITY | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                                             | DESCRIPTION               | THRU 12/31/24 |          |          | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
| 205-336.001-963.001                                   | MISCELLANEOUS             | 4,391         | 2,592    | 1,007    | 1,000     |             | (100.00)    | (1,000)     |
| 205-336.001-972.000                                   | CAPITAL OUTLAY            | 100,677       | 7,069    | 17,854   | 20,000    |             | (100.00)    | (20,000)    |
| 205-336.001-973.000                                   | GROUNDS IMPROVEMENTS      |               |          |          | 1,000     |             | (100.00)    | (1,000)     |
| 205-336.001-979.000                                   | NEW FURNITURE & EQUIPMENT | 2,123         | 5,760    | 4,113    | 10,000    |             | (100.00)    | (10,000)    |
| 205-336.001-998.000                                   | CONTINGENCY               |               |          |          | 38,404    |             | (100.00)    | (38,404)    |
| Totals for dept 336.001 - CUTLERVILLE FIRE DEPARTMENT |                           | 891,632       | 716,708  | 796,000  | 1,510,496 |             | (100.00)    | (1,510,496) |

|                                       |                                        | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|---------------------------------------|----------------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                       |                                        | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                             | DESCRIPTION                            |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 336.002 - DUTTON FIRE DEPARTMENT |                                        |          |          |               |          |             |             |             |
| 205-336.002-702.001                   | SALARIES & WAGES                       | 42,211   | 44,608   | 35,800        | 47,250   |             | (100.00)    | (47,250)    |
| 205-336.002-702.002                   | SALARY - DEPUTY/ASSISTANT              | 75,730   | 480,581  | 346,627       | 505,000  |             | (100.00)    | (505,000)   |
| 205-336.002-702.003                   | FILL IN FOR FULL TIME                  | 1,792    | 4,024    | 1,589         | 10,000   |             | (100.00)    | (10,000)    |
| 205-336.002-702.005                   | SALARIES - POC FIRE FIGHTERS           | 157,600  | 45,685   | 22,609        | 70,000   |             | (100.00)    | (70,000)    |
| 205-336.002-702.008                   | OFFICER STIPENDS                       |          | 5,625    | 4,625         | 7,500    |             | (100.00)    | (7,500)     |
| 205-336.002-702.010                   | SALARY -PART TIME STAFFING             | 70,384   | 1,579    |               |          |             |             |             |
| 205-336.002-702.011                   | PAYMENT IN LIEU OF HEALTH INSU         | 9,736    | 9,943    | 3,700         | 10,000   |             | (100.00)    | (10,000)    |
| 205-336.002-702.013                   | OVERTIME                               |          | 11,418   | 24,652        | 20,000   |             | (100.00)    | (20,000)    |
| 205-336.002-702.014                   | OVERTIME - FLSA                        |          | 46,728   | 37,256        | 57,500   |             | (100.00)    | (57,500)    |
| 205-336.002-702.015                   | ELECTRICAL/FIRE INSPECTOR              | 33,646   | 12,636   | 1,479         | 19,000   |             | (100.00)    | (19,000)    |
| 205-336.002-702.778                   | TRAINING PAY                           |          | 17,335   | 18,170        | 30,000   |             | (100.00)    | (30,000)    |
| 205-336.002-715.000                   | SOCIAL SECURITY/MEDICARE               | 29,786   | 51,142   | 36,875        | 58,200   |             | (100.00)    | (58,200)    |
| 205-336.002-716.000                   | PENSION CONTRIBUTION                   | 19,050   | 49,647   | 36,797        | 60,000   |             | (100.00)    | (60,000)    |
| 205-336.002-717.000                   | HEALTH & LIFE INSURANCE                | 1,445    | 106,973  | 82,186        | 121,000  |             | (100.00)    | (121,000)   |
| 205-336.002-719.000                   | WORKER'S COMPENSATION INSURANCE        | 23,954   | 38,315   | 24,443        | 29,700   |             | (100.00)    | (29,700)    |
| 205-336.002-727.000                   | SUPPLIES                               | 3,362    | 3,269    | 1,403         | 9,300    |             | (100.00)    | (9,300)     |
| 205-336.002-740.000                   | OPERATING SUPPLIES                     | 10,254   | 7,737    | 4,788         | 12,000   |             | (100.00)    | (12,000)    |
| 205-336.002-741.000                   | FUEL                                   | 11,410   | 13,788   | 11,364        | 15,000   |             | (100.00)    | (15,000)    |
| 205-336.002-775.000                   | BUILDING REPAIR & MAINTENANCE SUPPLIES | 11       | 856      |               |          |             |             |             |
| 205-336.002-776.000                   | UNIFORMS                               | 4,063    | 8,829    | 2,975         | 6,000    |             | (100.00)    | (6,000)     |
| 205-336.002-776.001                   | TURN OUT GEAR                          | 11,238   | 28,900   | 7,023         | 14,500   |             | (100.00)    | (14,500)    |
| 205-336.002-802.000                   | LEGAL SERVICES                         | 5,011    |          |               |          |             |             |             |
| 205-336.002-808.000                   | CONTRACTED SERVICES                    | 14,632   | 9,851    | 2,309         | 26,225   |             | (100.00)    | (26,225)    |
| 205-336.002-809.000                   | PROGRAMMING/SOFTWARE/NETWORK           | 5,259    | 29,714   | 30,224        | 26,100   |             | (100.00)    | (26,100)    |
| 205-336.002-810.001                   | FIRE PREVENTION EDUCATION              | 1,051    | 1,172    | 250           | 2,000    |             | (100.00)    | (2,000)     |
| 205-336.002-810.002                   | HAZMAT ASSESSMENT                      | 2,000    | 2,000    | 2,000         | 2,000    |             | (100.00)    | (2,000)     |
| 205-336.002-811.000                   | TRAINING                               | 5,990    | 4,605    | 84            | 12,500   |             | (100.00)    | (12,500)    |
| 205-336.002-816.000                   | KENT COUNTY EMS ASSESSMENT             | 962      | 973      | 756           | 1,300    |             | (100.00)    | (1,300)     |
| 205-336.002-817.000                   | MILEAGE REIMBURSEMENT                  |          | 462      |               | 600      |             | (100.00)    | (600)       |
| 205-336.002-819.000                   | SNOW PLOWING/REMOVAL                   | 6,123    | 7,854    | 3,927         | 7,000    |             | (100.00)    | (7,000)     |
| 205-336.002-822.000                   | TRASH REMOVAL                          | 581      | 617      | 485           | 625      |             | (100.00)    | (625)       |
| 205-336.002-831.000                   | SEMINARS/CONTINUING EDUCATION          | 315      | 250      | 1,756         | 4,500    |             | (100.00)    | (4,500)     |
| 205-336.002-832.000                   | DUES AND MEMBERSHIPS                   | 115      | 444      | 345           | 300      |             | (100.00)    | (300)       |
| 205-336.002-835.000                   | PHYSICAL EXAMINATIONS                  | 7,939    | 8,002    | 32            | 11,500   |             | (100.00)    | (11,500)    |
| 205-336.002-853.000                   | TELECOMMUNICATIONS                     | 8,770    | 9,491    | 6,650         | 12,000   |             | (100.00)    | (12,000)    |
| 205-336.002-920.000                   | ELECTRIC                               | 11,805   | 12,649   | 9,017         | 13,000   |             | (100.00)    | (13,000)    |
| 205-336.002-923.000                   | NATURAL GAS                            | 7,236    | 6,660    | 4,217         | 10,000   |             | (100.00)    | (10,000)    |
| 205-336.002-924.000                   | WATER AND SEWER                        | 448      | 574      | 493           | 500      |             | (100.00)    | (500)       |
| 205-336.002-931.000                   | VEHICLE MAINTENANCE                    | 35,758   | 32,227   | 21,642        | 42,000   |             | (100.00)    | (42,000)    |
| 205-336.002-932.000                   | EQUIPMENT MAINTENANCE                  | 4,834    | 8,323    | 1,608         | 10,000   |             | (100.00)    | (10,000)    |
| 205-336.002-933.000                   | BUILDING MAINTENANCE                   | 10,387   | 5,846    | 4,494         | 11,000   |             | (100.00)    | (11,000)    |
| 205-336.002-935.000                   | GROUNDS MAINTENANCE                    | 1,048    | 1,308    | 889           | 2,000    |             | (100.00)    | (2,000)     |
| 205-336.002-958.000                   | INSURANCE & BONDS                      | 13,066   | 24,315   | 29,419        | 23,000   |             | (100.00)    | (23,000)    |



| GL NUMBER                                        | DESCRIPTION               | 2022     | 2023      | 2024          | 2024      | 2025        | 2025        | 2025        |
|--------------------------------------------------|---------------------------|----------|-----------|---------------|-----------|-------------|-------------|-------------|
|                                                  |                           | ACTIVITY | ACTIVITY  | ACTIVITY      | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                                                  |                           |          |           | THRU 12/31/24 | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
| 205-336.002-972.000                              | CAPITAL OUTLAY            | 7,999    | 127,181   | 35,271        | 25,000    |             | (100.00)    | (25,000)    |
| 205-336.002-973.000                              | GROUNDS IMPROVEMENTS      | 7,437    | 209       |               | 2,000     |             | (100.00)    | (2,000)     |
| 205-336.002-979.000                              | NEW FURNITURE & EQUIPMENT | 14,064   | 21,527    | 63            | 15,000    |             | (100.00)    | (15,000)    |
| 205-336.002-998.000                              | CONTINGENCY               |          |           |               | 38,404    |             | (100.00)    | (38,404)    |
| Totals for dept 336.002 - DUTTON FIRE DEPARTMENT |                           | 680,320  | 1,306,591 | 861,433       | 1,401,504 |             | (100.00)    | (1,401,504) |

| GL NUMBER                             | DESCRIPTION                     | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|---------------------------------------|---------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                                       |                                 | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                                       |                                 |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| Dept 336.003 - GAINES FIRE DEPARTMENT |                                 |          |          |               |          |             |             |             |
| 205-336.003-702.001                   | SALARIES & WAGES                |          |          |               |          | 98,280      |             | 98,280      |
| 205-336.003-702.002                   | SALARY - DEPUTY/ASSISTANT       |          |          |               |          | 1,100,000   |             | 1,100,000   |
| 205-336.003-702.003                   | FILL IN FOR FULL TIME           |          |          |               |          | 15,000      |             | 15,000      |
| 205-336.003-702.005                   | SALARIES - POC FIRE FIGHTERS    |          |          |               |          | 70,000      |             | 70,000      |
| 205-336.003-702.008                   | OFFICER STIPENDS                |          |          |               |          | 10,000      |             | 10,000      |
| 205-336.003-702.010                   | SALARY -PART TIME STAFFING      |          |          |               |          | 78,000      |             | 78,000      |
| 205-336.003-702.011                   | PAYMENT IN LIEU OF HEALTH INSU  |          |          |               |          | 10,000      |             | 10,000      |
| 205-336.003-702.013                   | OVERTIME                        |          |          |               |          | 84,000      |             | 84,000      |
| 205-336.003-702.014                   | OVERTIME - FLSA                 |          |          |               |          | 125,000     |             | 125,000     |
| 205-336.003-702.015                   | ELECTRICAL/FIRE INSPECTOR       |          |          |               |          | 50,000      |             | 50,000      |
| 205-336.003-702.778                   | TRAINING PAY                    |          |          |               |          | 50,000      |             | 50,000      |
| 205-336.003-715.000                   | SOCIAL SECURITY/MEDICARE        |          |          |               |          | 131,000     |             | 131,000     |
| 205-336.003-716.000                   | PENSION CONTRIBUTION            |          |          |               |          | 130,000     |             | 130,000     |
| 205-336.003-717.000                   | HEALTH & LIFE INSURANCE         |          |          |               |          | 300,000     |             | 300,000     |
| 205-336.003-719.000                   | WORKER'S COMPENSATION INSURANCE |          |          |               |          | 80,000      |             | 80,000      |
| 205-336.003-727.000                   | SUPPLIES                        |          |          |               |          | 15,000      |             | 15,000      |
| 205-336.003-740.000                   | OPERATING SUPPLIES              |          |          |               |          | 24,500      |             | 24,500      |
| 205-336.003-741.000                   | FUEL                            |          |          |               |          | 35,000      |             | 35,000      |
| 205-336.003-776.000                   | UNIFORMS                        |          |          |               |          | 17,000      |             | 17,000      |
| 205-336.003-776.001                   | TURN OUT GEAR                   |          |          |               |          | 91,500      |             | 91,500      |
| 205-336.003-802.000                   | LEGAL SERVICES                  |          |          |               |          | 10,000      |             | 10,000      |
| 205-336.003-808.000                   | CONTRACTED SERVICES             |          |          |               |          | 65,000      |             | 65,000      |
| 205-336.003-809.000                   | PROGRAMMING/SOFTWARE/NETWORK    |          |          |               |          | 60,000      |             | 60,000      |
| 205-336.003-810.001                   | FIRE PREVENTION EDUCATION       |          |          |               |          | 3,800       |             | 3,800       |
| 205-336.003-810.002                   | HAZMAT ASSESSMENT               |          |          |               |          | 2,000       |             | 2,000       |
| 205-336.003-811.000                   | TRAINING                        |          |          |               |          | 15,000      |             | 15,000      |
| 205-336.003-816.000                   | KENT COUNTY EMS ASSESSMENT      |          |          |               |          | 1,500       |             | 1,500       |
| 205-336.003-817.000                   | MILEAGE REIMBURSEMENT           |          |          |               |          | 600         |             | 600         |
| 205-336.003-819.000                   | SNOW PLOWING/REMOVAL            |          |          |               |          | 15,000      |             | 15,000      |
| 205-336.003-822.000                   | TRASH REMOVAL                   |          |          |               |          | 2,500       |             | 2,500       |
| 205-336.003-831.000                   | SEMINARS/CONTINUING EDUCATION   |          |          |               |          | 11,500      |             | 11,500      |
| 205-336.003-832.000                   | DUES AND MEMBERSHIPS            |          |          |               |          | 1,300       |             | 1,300       |
| 205-336.003-835.000                   | PHYSICAL EXAMINATIONS           |          |          |               |          | 20,500      |             | 20,500      |
| 205-336.003-853.000                   | TELECOMMUNICATIONS              |          |          |               |          | 18,000      |             | 18,000      |
| 205-336.003-920.000                   | ELECTRIC                        |          |          |               |          | 30,000      |             | 30,000      |
| 205-336.003-923.000                   | NATURAL GAS                     |          |          |               |          | 18,000      |             | 18,000      |
| 205-336.003-924.000                   | WATER AND SEWER                 |          |          |               |          | 2,000       |             | 2,000       |
| 205-336.003-931.000                   | VEHICLE MAINTENANCE             |          |          |               |          | 80,000      |             | 80,000      |
| 205-336.003-932.000                   | EQUIPMENT MAINTENANCE           |          |          |               |          | 21,000      |             | 21,000      |
| 205-336.003-933.000                   | BUILDING MAINTENANCE            |          |          |               |          | 21,000      |             | 21,000      |
| 205-336.003-935.000                   | GROUNDS MAINTENANCE             |          |          |               |          | 4,000       |             | 4,000       |
| 205-336.003-956.000                   | FOOD ALLOWANCE                  |          |          |               |          | 1,500       |             | 1,500       |

| GL NUMBER                                        | DESCRIPTION               | 2022      | 2023      | 2024          | 2024      | 2025        | 2025        | 2025        |
|--------------------------------------------------|---------------------------|-----------|-----------|---------------|-----------|-------------|-------------|-------------|
|                                                  |                           | ACTIVITY  | ACTIVITY  | ACTIVITY      | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                                                  |                           |           |           | THRU 12/31/24 | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
| 205-336.003-963.001                              | MISCELLANEOUS             |           |           |               |           | 4,000       |             | 4,000       |
| 205-336.003-972.000                              | CAPITAL OUTLAY            |           |           |               |           | 525,000     |             | 525,000     |
| 205-336.003-973.000                              | GROUNDS IMPROVEMENTS      |           |           |               |           | 3,000       |             | 3,000       |
| 205-336.003-979.000                              | NEW FURNITURE & EQUIPMENT |           |           |               |           | 20,000      |             | 20,000      |
| Totals for dept 336.003 - GAINES FIRE DEPARTMENT |                           |           |           |               |           | 3,530,480   |             | 3,530,480   |
|                                                  |                           |           |           |               |           |             |             |             |
| TOTAL APPROPRIATIONS                             |                           | 2,515,135 | 2,997,089 | 2,481,212     | 4,272,000 | 4,958,980   | 16.08       | 686,980     |
|                                                  |                           |           |           |               |           |             |             |             |
| NET OF REVENUES/APPROPRIATIONS - FUND 205        |                           | 4         | 74,902    | (337,411)     |           |             |             |             |
| BEGINNING FUND BALANCE                           |                           |           |           | 74,904        | 74,902    | 74,902      |             |             |
| ENDING FUND BALANCE                              |                           | 4         | 74,902    | (262,507)     | 74,902    | 74,902      |             |             |

09/23/2024

## BUDGET REPORT FOR GAINES CHARTER TOWNSHIP

Calculations as of 12/31/2024

|                           |                              | 2022     | 2023     | 2024          | 2024     | 2025        | 2025        | 2025        |
|---------------------------|------------------------------|----------|----------|---------------|----------|-------------|-------------|-------------|
|                           |                              | ACTIVITY | ACTIVITY | ACTIVITY      | APPROVED | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                 | DESCRIPTION                  |          |          | THRU 12/31/24 | BUDGET   | BUDGET      | % CHANGE    | AMT CHANGE  |
| ESTIMATED REVENUES        |                              |          |          |               |          |             |             |             |
| Dept 000.000              |                              |          |          |               |          |             |             |             |
| 549-000.000-490.000       | BUILDING PERMITS             | 288,557  | 383,840  | 646,961       | 300,000  | 400,000     | 33.33       | 100,000     |
| 549-000.000-491.000       | MECHANICAL PERMITS           | 119,049  | 136,551  | 103,728       | 140,000  | 160,000     | 14.29       | 20,000      |
| 549-000.000-492.000       | PLUMBING PERMITS             | 66,172   | 60,669   | 71,755        | 75,000   | 100,000     | 33.33       | 25,000      |
| 549-000.000-493.000       | ELECTRICAL PERMITS           | 78,960   | 93,034   | 90,834        | 100,000  | 140,000     | 40.00       | 40,000      |
| 549-000.000-494.000       | REGISTRATIONS FROM BLDG DEPT | 460      | 255      | 195           | 1,500    | 1,500       |             |             |
| Totals for dept 000.000 - |                              | 553,198  | 674,349  | 913,473       | 616,500  | 801,500     | 30.01       | 185,000     |
| TOTAL ESTIMATED REVENUES  |                              | 553,198  | 674,349  | 913,473       | 616,500  | 801,500     | 30.01       | 185,000     |



| GL NUMBER                                                | DESCRIPTION                   | 2022      | 2023      | 2024          | 2024      | 2025        | 2025        | 2025        |
|----------------------------------------------------------|-------------------------------|-----------|-----------|---------------|-----------|-------------|-------------|-------------|
|                                                          |                               | ACTIVITY  | ACTIVITY  | ACTIVITY      | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                                                          |                               |           |           | THRU 12/31/24 | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
| 549-371.000-702.001                                      | SALARIES & WAGES              | 153,834   | 149,350   | 114,234       | 205,000   | 225,000     | 9.76        | 20,000      |
| 549-371.000-702.004                                      | CLERICAL SUPPORT              |           | 1,323     | 1,529         |           |             |             |             |
| 549-371.000-702.015                                      | ELECTRICAL/FIRE INSPECTOR     |           | 12,366    | 1,451         | 19,000    | 50,000      | 163.16      | 31,000      |
| 549-371.000-715.000                                      | SOCIAL SECURITY/MEDICARE      | 11,726    | 12,113    | 8,733         | 20,100    | 21,000      | 4.48        | 900         |
| 549-371.000-716.000                                      | PENSION CONTRIBUTION          | 13,475    | 13,040    | 9,310         | 24,400    | 22,500      | (7.79)      | (1,900)     |
| 549-371.000-717.000                                      | HEALTH & LIFE INSURANCE       | 40,041    | 41,821    | 25,369        | 60,000    | 60,000      |             |             |
| 549-371.000-727.000                                      | SUPPLIES                      | 2,490     | 1,086     | 1,481         | 4,000     | 4,000       |             |             |
| 549-371.000-776.000                                      | UNIFORMS                      |           |           |               | 200       | 200         |             |             |
| 549-371.000-801.000                                      | ACCOUNTING SERVICES/AUDIT     | 94        | 94        |               | 1,200     |             | (100.00)    | (1,200)     |
| 549-371.000-805.000                                      | EQUIPMENT RENTAL/SERVICE      | 66        | 66        |               | 1,000     |             | (100.00)    | (1,000)     |
| 549-371.000-807.008                                      | RENT                          | 10,676    | 10,676    |               | 11,000    |             | (100.00)    | (11,000)    |
| 549-371.000-808.000                                      | CONTRACTED SERVICES           | 57,869    | 77,565    | 151,677       | 192,000   | 250,000     | 30.21       | 58,000      |
| 549-371.000-809.000                                      | PROGRAMMING/SOFTWARE/NETWORK  | 4,787     | 6,767     | 5,303         | 6,000     | 6,000       |             |             |
| 549-371.000-812.000                                      | LUNCHESES/DINNERS/MEETINGS    | 22        | 30        |               | 200       | 200         |             |             |
| 549-371.000-817.000                                      | MILEAGE REIMBURSEMENT         | 5,177     | 5,973     | 2,920         | 6,200     | 6,200       |             |             |
| 549-371.000-819.000                                      | SNOW PLOWING/REMOVAL          | 916       | 916       |               | 1,100     |             | (100.00)    | (1,100)     |
| 549-371.000-821.000                                      | CLEANING BUILDING             | 1,142     | 1,142     |               | 1,100     |             | (100.00)    | (1,100)     |
| 549-371.000-822.000                                      | TRASH REMOVAL                 | 67        | 67        |               | 70        |             | (100.00)    | (70)        |
| 549-371.000-831.000                                      | SEMINARS/CONTINUING EDUCATION | 2,021     | 2,374     | 370           | 3,000     | 3,000       |             |             |
| 549-371.000-832.000                                      | DUES AND MEMBERSHIPS          | 9,395     | 9,645     | 540           | 9,500     | 2,000       | (78.95)     | (7,500)     |
| 549-371.000-853.000                                      | TELECOMMUNICATIONS            | 2,662     | 2,690     | 346           | 2,700     | 1,000       | (62.96)     | (1,700)     |
| 549-371.000-900.000                                      | PRINTING                      | 847       | 334       | 345           | 600       | 600         |             |             |
| 549-371.000-920.000                                      | ELECTRIC                      | 3,410     | 3,410     |               | 3,600     |             | (100.00)    | (3,600)     |
| 549-371.000-923.000                                      | NATURAL GAS                   | 900       | 900       |               | 1,000     |             | (100.00)    | (1,000)     |
| 549-371.000-924.000                                      | WATER AND SEWER               | 48        | 48        |               | 120       |             | (100.00)    | (120)       |
| 549-371.000-932.000                                      | EQUIPMENT MAINTENANCE         | 1,828     | 1,782     |               | 1,300     |             | (100.00)    | (1,300)     |
| 549-371.000-933.000                                      | BUILDING MAINTENANCE          | 607       | 607       |               | 700       |             | (100.00)    | (700)       |
| 549-371.000-935.000                                      | GROUNDS MAINTENANCE           | 1,712     | 1,712     |               | 1,800     |             | (100.00)    | (1,800)     |
| 549-371.000-958.000                                      | INSURANCE & BONDS             | 648       | 648       |               | 350       |             | (100.00)    | (350)       |
| 549-371.000-962.000                                      | INTERFUND REIMB WITH GEN      |           |           | 29,520        |           | 39,500      |             | 39,500      |
| 549-371.000-963.001                                      | MISCELLANEOUS                 |           |           | 245           | 1,000     | 1,000       |             |             |
| 549-371.000-964.000                                      | TAX/PERMIT FEES REFUND        |           |           |               | 500       | 500         |             |             |
| 549-371.000-965.000                                      | POSTAGE                       | 256       | 444       | 363           | 500       | 500         |             |             |
| 549-371.000-968.000                                      | DEPRECIATION                  | 985       | 949       |               |           |             |             |             |
| 549-371.000-972.000                                      | CAPITAL OUTLAY                |           |           | 27,368        |           |             |             |             |
| 549-371.000-979.000                                      | NEW FURNITURE & EQUIPMENT     | 2,572     | 6,223     | 1,235         | 3,000     | 3,100       | 3.33        | 100         |
| Totals for dept 371.000 - BUILDING/MECHANICAL INSPECTION |                               | 330,273   | 366,161   | 382,339       | 582,240   | 696,300     | 19.59       | 114,060     |
| TOTAL APPROPRIATIONS                                     |                               | 330,273   | 366,161   | 382,339       | 582,240   | 696,300     | 19.59       | 114,060     |
| NET OF REVENUES/APPROPRIATIONS - FUND 549                |                               | 222,925   | 308,188   | 531,134       | 34,260    | 105,200     | 207.06      | 70,940      |
| BEGINNING FUND BALANCE                                   |                               | 1,555,402 | 1,778,327 | 2,086,515     | 2,086,515 | 2,120,775   | 1.64        | 34,260      |
| ENDING FUND BALANCE                                      |                               | 1,778,327 | 2,086,515 | 2,617,649     | 2,120,775 | 2,225,975   | 4.96        | 105,200     |



08/29/2024

## BUDGET REPORT FOR GAINES CHARTER TOWNSHIP

Calculations as of 12/31/2024

|                                 |                               | 2022      | 2023      | 2024          | 2024      | 2025        | 2025        | 2025        |
|---------------------------------|-------------------------------|-----------|-----------|---------------|-----------|-------------|-------------|-------------|
|                                 |                               | ACTIVITY  | ACTIVITY  | ACTIVITY      | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                       | DESCRIPTION                   |           |           | THRU 12/31/24 | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
|                                 |                               |           |           |               |           |             |             |             |
| ESTIMATED REVENUES              |                               |           |           |               |           |             |             |             |
| Dept 536.000 - SEWER            |                               |           |           |               |           |             |             |             |
| 590-536.000-496.000             | CONNECTION INSPECTION PERMITS | 7,400     | 4,250     | 10,357        | 8,500     | 15,000      | 76.47       | 6,500       |
| 590-536.000-584.000             | DEVELOPER CONTRIBUTIONS       | 2,250,000 | 470,000   |               |           |             |             |             |
| 590-536.000-628.000             | TRUNKAGE FEES                 | 166,160   | 158,967   | 287,078       | 150,000   | 200,000     | 33.33       | 50,000      |
| 590-536.000-629.000             | AVAILABILITY/LATERALS         | 90,542    | 71,581    | 113,411       | 75,000    | 75,000      |             |             |
| 590-536.000-633.000             | USAGE SERVICE CHARGES         | 1,931,089 | 2,054,401 | 1,612,906     | 2,150,000 | 2,150,000   |             |             |
| 590-536.000-633.001             | READY TO SERVE CHARGES        | 409,047   | 397,449   | 400,922       | 545,000   | 545,000     |             |             |
| 590-536.000-635.000             | MISCELLANEOUS FEES            | 200       | 225       | 138           | 200       | 200         |             |             |
| 590-536.000-658.000             | PENALTIES                     | 33,734    | 35,007    | 20,910        | 35,000    | 35,000      |             |             |
| 590-536.000-658.002             | ASSESSMENT PENALTIES          | 33        |           |               |           |             |             |             |
| 590-536.000-665.005             | INTEREST ON ASSESSMENTS-TRKG  | 4,453     | 7,629     | 6,947         | 6,500     | 6,500       |             |             |
| 590-536.000-665.006             | INTEREST ON INVESTMENTS-OPER  | 31,060    | 196,834   | 58,320        | 35,000    | 80,000      | 128.57      | 45,000      |
| 590-536.000-665.009             | INTEREST ON INVESTMENTS-TRKG  | 67,433    | 248,853   | 247,526       | 150,000   | 200,000     | 33.33       | 50,000      |
| 590-536.000-675.000             | SPECIAL ASSESSMENT REVENUE    | 275,087   | (7,697)   |               | 40,000    | 40,000      |             |             |
| 590-536.000-678.000             | MISC REVENUE                  |           | 158       |               |           |             |             |             |
| Totals for dept 536.000 - SEWER |                               | 5,266,238 | 3,637,657 | 2,758,515     | 3,195,200 | 3,346,700   | 4.74        | 151,500     |
| TOTAL ESTIMATED REVENUES        |                               | 5,266,238 | 3,637,657 | 2,758,515     | 3,195,200 | 3,346,700   | 4.74        | 151,500     |

|                                           |                                 | 2022       | 2023       | 2024          | 2024       | 2025        | 2025        | 2025        |
|-------------------------------------------|---------------------------------|------------|------------|---------------|------------|-------------|-------------|-------------|
|                                           |                                 | ACTIVITY   | ACTIVITY   | ACTIVITY      | APPROVED   | RECOMMENDED | RECOMMENDED | RECOMMENDED |
| GL NUMBER                                 | DESCRIPTION                     |            |            | THRU 12/31/24 | BUDGET     | BUDGET      | % CHANGE    | AMT CHANGE  |
| APPROPRIATIONS                            |                                 |            |            |               |            |             |             |             |
| Dept 530.000 - W/S - WAGES                |                                 |            |            |               |            |             |             |             |
| 590-530.000-702.001                       | SALARIES & WAGES                | 58,383     | 58,826     | 40,279        | 70,000     | 70,000      |             |             |
| 590-530.000-715.000                       | SOCIAL SECURITY/MEDICARE        | 4,447      | 4,501      | 3,078         | 5,355      | 5,355       |             |             |
| 590-530.000-716.000                       | PENSION CONTRIBUTION            | 5,790      | 5,854      | 3,966         | 7,000      | 7,000       |             |             |
| 590-530.000-717.000                       | HEALTH & LIFE INSURANCE         | 2,899      | 1,188      | 1,049         | 11,000     | 11,000      |             |             |
| Totals for dept 530.000 - W/S - WAGES     |                                 | 71,519     | 70,369     | 48,372        | 93,355     | 93,355      |             |             |
| Dept 536.000 - SEWER                      |                                 |            |            |               |            |             |             |             |
| 590-536.000-727.000                       | SUPPLIES                        | 153        | 91         | 57            | 250        | 250         |             |             |
| 590-536.000-802.000                       | LEGAL SERVICES                  | 634        | 302        | 120           | 500        | 500         |             |             |
| 590-536.000-803.000                       | CONTRACT ENGINEERING            | 48,706     | 39,596     | 10,924        | 25,000     | 30,000      | 20.00       | 5,000       |
| 590-536.000-809.000                       | PROGRAMMING/SOFTWARE/NETWORK    | 3,387      | 3,628      | 3,357         | 3,600      | 4,000       | 11.11       | 400         |
| 590-536.000-817.000                       | MILEAGE REIMBURSEMENT           | 84         | 23         | 15            | 100        | 100         |             |             |
| 590-536.000-830.000                       | BYRON/GAINES UTILITY AUTHORITY  | 403,642    | 438,858    | 345,315       | 450,000    | 600,000     | 33.33       | 150,000     |
| 590-536.000-830.CAP                       | AUTHORITY CAPITAL EXPENSES      | 46,805     | 28,559     | 33,666        | 61,000     | 61,000      |             |             |
| 590-536.000-853.000                       | TELECOMMUNICATIONS              |            |            |               | 175        |             | (100.00)    | (175)       |
| 590-536.000-900.000                       | PRINTING                        | 322        | 25         |               | 150        | 150         |             |             |
| 590-536.000-905.000                       | WATER & SEWER BILL OUTSOURCING  | 2,307      | 8,422      | 8,089         | 14,000     | 14,000      |             |             |
| 590-536.000-921.000                       | CITY OF G.R.MONTHLY SEWER USAGE | 152,252    | 155,075    | 169,410       | 160,000    | 160,000     |             |             |
| 590-536.000-922.001                       | WYOMING SEWER USAGE-CAP & COMM  | 1,402,321  | 1,773,465  | 935,312       | 1,800,000  | 2,000,000   | 11.11       | 200,000     |
| 590-536.000-957.000                       | SOFTWARE/COMPUTERS/FURNITURE    | 22         |            |               |            |             |             |             |
| 590-536.000-962.000                       | INTERFUND REIMB WITH GEN        | 25,129     | 24,433     | 10,241        | 26,000     | 26,000      |             |             |
| 590-536.000-963.001                       | MISCELLANEOUS                   | 50         |            |               |            |             |             |             |
| 590-536.000-965.000                       | POSTAGE                         | 2,911      | 744        | 531           | 1,100      | 1,100       |             |             |
| 590-536.000-968.000                       | DEPRECIATION                    | 1,104,244  | 1,132,914  |               | 1,110,000  | 1,110,000   |             |             |
| 590-536.000-968.001                       | LOSS ON ABANDONMENT             |            |            |               | 30,000     |             | (100.00)    | (30,000)    |
| 590-536.000-979.000                       | NEW FURNITURE & EQUIPMENT       |            | 816        | 461           | 500        | 1,250       | 150.00      | 750         |
| Totals for dept 536.000 - SEWER           |                                 | 3,192,969  | 3,606,951  | 1,517,498     | 3,682,375  | 4,008,350   | 8.85        | 325,975     |
| TOTAL APPROPRIATIONS                      |                                 | 3,264,488  | 3,677,320  | 1,565,870     | 3,775,730  | 4,101,705   | 8.63        | 325,975     |
| NET OF REVENUES/APPROPRIATIONS - FUND 590 |                                 | 2,001,750  | (39,663)   | 1,192,645     | (580,530)  | (755,005)   | 30.05       | (174,475)   |
| BEGINNING FUND BALANCE                    |                                 | 45,405,636 | 47,407,385 | 47,367,722    | 47,367,722 | 46,787,192  | (1.23)      | (580,530)   |
| ENDING FUND BALANCE                       |                                 | 47,407,386 | 47,367,722 | 48,560,367    | 46,787,192 | 46,032,187  | (1.61)      | (755,005)   |

08/29/2024

## BUDGET REPORT FOR GAINES CHARTER TOWNSHIP

Calculations as of 12/31/2024

| GL NUMBER                       | DESCRIPTION                    | 2022      | 2023      | 2024          | 2024      | 2025        | 2025        | 2025        |
|---------------------------------|--------------------------------|-----------|-----------|---------------|-----------|-------------|-------------|-------------|
|                                 |                                | ACTIVITY  | ACTIVITY  | ACTIVITY      | APPROVED  | RECOMMENDED | RECOMMENDED | RECOMMENDED |
|                                 |                                |           |           | THRU 12/31/24 | BUDGET    | BUDGET      | % CHANGE    | AMT CHANGE  |
| ESTIMATED REVENUES              |                                |           |           |               |           |             |             |             |
| Dept 537.000 - WATER            |                                |           |           |               |           |             |             |             |
| 591-537.000-496.000             | CONNECTION INSPECTION PERMITS  | 9,550     | 7,575     | 12,150        | 10,000    | 20,000      | 100.00      | 10,000      |
| 591-537.000-584.000             | DEVELOPER CONTRIBUTIONS        | 1,970,000 | 1,710,000 |               |           |             |             |             |
| 591-537.000-614.000             | ANNUAL HYDRANT FEES            | 13,580    | 13,980    |               | 14,000    | 14,500      | 3.57        | 500         |
| 591-537.000-628.000             | TRUNKAGE FEES                  | 131,673   | 114,064   | 212,705       | 140,000   | 200,000     | 42.86       | 60,000      |
| 591-537.000-630.000             | AVAILABILITY/SERVICES          | 63,446    | 52,291    | 129,766       | 55,000    | 55,000      |             |             |
| 591-537.000-631.000             | FIRE PROTECTION SERVICE        | 27,483    | 28,706    | 23,008        | 31,000    | 31,000      |             |             |
| 591-537.000-632.000             | CAPITAL METER FEES             | 100,056   | 95,933    | 84,343        | 110,000   | 110,000     |             |             |
| 591-537.000-633.000             | USAGE SERVICE CHARGES          | 2,045,286 | 2,047,101 | 1,445,503     | 2,100,000 | 2,100,000   |             |             |
| 591-537.000-633.001             | READY TO SERVE CHARGES         | 506,307   | 494,334   | 438,001       | 645,000   | 645,000     |             |             |
| 591-537.000-633.004             | IRRIGATION                     | 242,943   | 273,950   | 104,112       | 250,000   | 250,000     |             |             |
| 591-537.000-633.006             | RES CONSTRUCTION WATER USE FEE | 2,450     | 1,550     | 1,250         | 2,500     | 2,500       |             |             |
| 591-537.000-635.000             | MISCELLANEOUS FEES             | 976       | 1,380     | 663           | 1,000     | 1,000       |             |             |
| 591-537.000-658.000             | PENALTIES                      | 40,185    | 41,604    | 22,590        | 40,000    | 40,000      |             |             |
| 591-537.000-658.002             | ASSESSMENT PENALTIES           |           | 15        |               | 100       | 100         |             |             |
| 591-537.000-665.005             | INTEREST ON ASSESSMENTS-TRKG   | 3,827     | 3,881     | 3,691         | 4,500     | 4,500       |             |             |
| 591-537.000-665.006             | INTEREST ON INVESTMENTS-OPER   | 20,147    | 149,320   | 33,086        | 50,000    | 50,000      |             |             |
| 591-537.000-665.009             | INTEREST ON INVESTMENTS-TRKG   | 31,705    | 120,979   | 126,929       | 70,000    | 70,000      |             |             |
| 591-537.000-675.000             | SPECIAL ASSESSMENT REVENUE     | 49,111    | 8,804     |               | 20,000    | 20,000      |             |             |
| Totals for dept 537.000 - WATER |                                | 5,258,725 | 5,165,467 | 2,637,797     | 3,543,100 | 3,613,600   | 1.99        | 70,500      |
| TOTAL ESTIMATED REVENUES        |                                | 5,258,725 | 5,165,467 | 2,637,797     | 3,543,100 | 3,613,600   | 1.99        | 70,500      |



## MEMO

Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: American Rescue Plan Act (ARPA) Funds Allocation

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### SUMMARY OF TOPIC:

As you are aware, all ARPA funds need to be allocated by December 31, 2024, and spent by December 31, 2026. At the Board Workshop in July there were a few items that were discussed as possibilities for these funds. Two of the items that were discussed have been added in to the 2025 budget provisionally. Those items are \$200,000 to Public Safety to help offset the implementation of the full Special Assessment, and \$50,000 in additional road repairs. If those items are approved for allocation, it would leave \$50,007.24 to still be allocated.

### BUDGET ACTION REQUIRED:

NONE

### STAFF RECOMMENDATION:

The Board should consider approving the final allocation of these funds.



American Rescue Plan  
Grant Funding Activity

12.31.2024 All Funds to be used or allocated  
12.31.2026 All Funds must be expended  
1.1.2027 Unspent funds to be returned

| Date                          | Item                                   | Amount          | Obligated Funds | Comments                                                                                                            | Disbursed Funds | Ref # |
|-------------------------------|----------------------------------------|-----------------|-----------------|---------------------------------------------------------------------------------------------------------------------|-----------------|-------|
| 7.12.2021                     | Board approved to accept funds         |                 |                 |                                                                                                                     |                 |       |
| 11.1.2021                     | Lost Revenue Calculator                |                 |                 | Sigfried Crandall completed Calculator -34,939.00                                                                   |                 |       |
| 12.15.2021                    | Received 1/2 ARPA Funding              | \$ 1,431,081.00 |                 | Note* Invested in KC Pool                                                                                           |                 |       |
| 12.13.2021                    | DFD Engine 67 Replacement Halt Fire    |                 | \$ 250,000.00   | <b>Public Safety</b> Total cost of \$821,705.00                                                                     | \$ 250,000.00   | 32816 |
| 1.28.2022                     | Additional Funds Received              | \$ 5,760.87     |                 | Other units refused funds to KC Pool                                                                                |                 |       |
| 3.15.2022                     | Board Approved to accept grant         | \$ -            |                 | As all loss revenue.                                                                                                |                 |       |
| 4.11.2022                     | Reported award as revenue loss         |                 |                 |                                                                                                                     |                 |       |
| 6.29.2022                     | Second Tranche of grant funds          | \$ 1,436,809.16 |                 | Invested into KC Pool                                                                                               |                 |       |
| 3.9.2023                      | Picnic Tables, Chairs & Waste Baskets  |                 | \$ 8,063.69     | <b>Parks Improvements</b> - Approved by Board, March 2023                                                           | \$ 8,063.69     | 50618 |
| 2023 Budget                   | Approved in 2023 Budget                |                 | \$ 440,000.00   | <b>Public Safety</b>                                                                                                | \$ 440,000.00   | 50615 |
|                               |                                        |                 | \$ 170,880.00   | Streets & Sidewalks Brewer Park to PWP on 84th Street                                                               |                 |       |
|                               | Redirected from Brewer Park            |                 | \$ (170,880.00) | Redirected to Parking Lot paving - March 2024 Board                                                                 |                 |       |
| 2.13.2023                     | Additional Road Repairs \$75,000       |                 | \$ 25,000.00    | <b>Streets &amp; Sidewalks</b> Approved by Board February. 2023 only \$25,000 used to avoid a single audit for 2023 | \$ 25,000.00    | 50617 |
| 2024                          | Presented in 2024 Budget               |                 | \$ 340,000.00   | <b>Public Safety</b>                                                                                                |                 |       |
|                               | Presented in 2024 Budget for \$193,815 |                 | \$ 193,815.00   | <b>Streets &amp; Sidewalks</b> Hanna Lake Sidewalk                                                                  |                 |       |
|                               |                                        |                 |                 | Vriesman & Korhorn 8.11.2023 Inv. #13299                                                                            | \$ 6,047.00     |       |
|                               |                                        |                 |                 | Vriesman & Korhorn 9.11.2023 Inv. #13500                                                                            | \$ 4,827.83     |       |
|                               |                                        |                 |                 | Vriesman & Korhorn 11.1.2023 Inv. 13772                                                                             | \$ 1,314.00     |       |
|                               |                                        |                 |                 | Vriesman & Korhorn 12.4.2023 Inv. 13895                                                                             | \$ 5,494.50     |       |
|                               |                                        |                 |                 | Vriesman & Korhorn 1.28.2024 Inv. 14015                                                                             | \$ 1,033.50     |       |
|                               |                                        |                 |                 |                                                                                                                     | \$ 18,716.83    |       |
| 3.11.2024                     | <b>#1011 Cutlerville Fire Truck</b>    |                 | \$ 1,200,000.00 | Delivery date August of 2025 approved by Board March 2024<br>Total Cost \$1,711,417.00                              |                 |       |
| 3.11.2024                     | Reith Reily                            |                 | \$ 116,765.10   | <b>Parking Lot Paving</b> - Gaines lot only Approved March 2024<br>original quote \$ 107,265.00                     | \$ 116,765.10   | 33667 |
| Received                      |                                        | \$ 2,873,651.03 | \$ 2,573,643.79 |                                                                                                                     | \$ 858,545.62   |       |
| Allocated                     |                                        | \$ 2,573,643.79 |                 |                                                                                                                     |                 |       |
| To Be Allocated by 12/31/2024 |                                        | \$ 300,007.24   |                 |                                                                                                                     |                 |       |
| 7.22.2024                     | Workshop                               | \$ (200,000.00) |                 | 2025 Budget for Public Safety                                                                                       |                 |       |
|                               |                                        | \$ (50,000.00)  |                 | 2025 Additional Road Repairs                                                                                        |                 |       |





## MEMO

### Staff Communication-Action Required

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DATE: October 10, 2024  
TO: Gaines Charter Township  
FROM: Rod Weersing, Township Manager  
RE: Cemetery Columbarium

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#### SUMMARY OF TOPIC:

At the September Board meeting I presented some columbarium options to the Board. The Board requested to see some round options to match the round pad that was installed for the unit. I have kept the rectangular option that the Board expressed the most interest in along with several round options for review.

Picking this first unit will most likely determine the style, and related vendor, that will be used going forward. Staff has provided several options for your review with their related prices with included installation. The addition of a columbarium was part of the discretionary project list in the 2024 budget, so if approved it would require a transfer from General Fund reserves. The proposed 2025 budget does have some funds allocated to a columbarium at Blain Cemetery as well as Dutton Cemetery.

#### BUDGET ACTION REQUIRED:

Transfer from General Fund reserves.

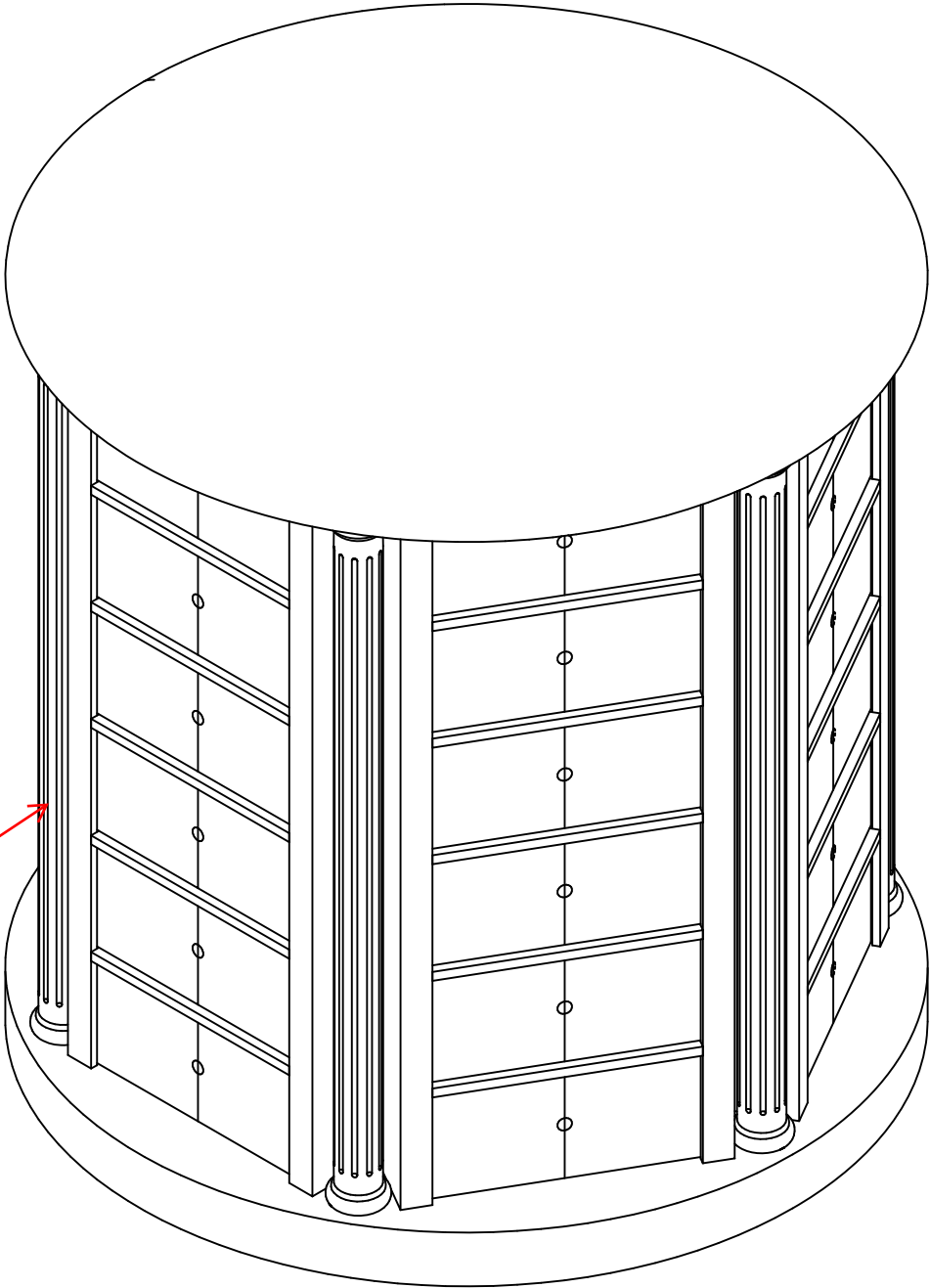
#### STAFF RECOMMENDATION:

Staff recommends that the Board choose one of the options provided and approve the purchase.

| CUT       | SIZE  |   |      |   |      | QTY | CBF    |
|-----------|-------|---|------|---|------|-----|--------|
| TOP       | 84    | x | 84   | x | 6    | 1   | 24.50  |
| SIDE      | 3     | x | 13.5 | x | 74   | 12  | 20.81  |
| BACK      | 25.5  | x | 3    | x | 74   | 6   | 19.66  |
| H-DIVIDER | 25.5  | x | 13.5 | x | 1    | 30  | 5.98   |
| V-DIVIDER | 1.5   | x | 12   | x | 11.5 | 36  | 4.31   |
| DOOR      | 13.25 | x | 0.5  | x | 11.5 | 72  | 3.17   |
| COLUMN    | 6     | x | 6    | x | 74   | 6   | 9.25   |
| BASE      | 84    | x | 84   | x | 6    | 1   | 24.50  |
| TOTAL     |       |   |      |   |      | 164 | 112.18 |

SUPERIOR MONUMENT OPTION #1  
 42 NICHE - \$48,800.72  
 70 NICHE - \$62,600.00

Steeled flutes







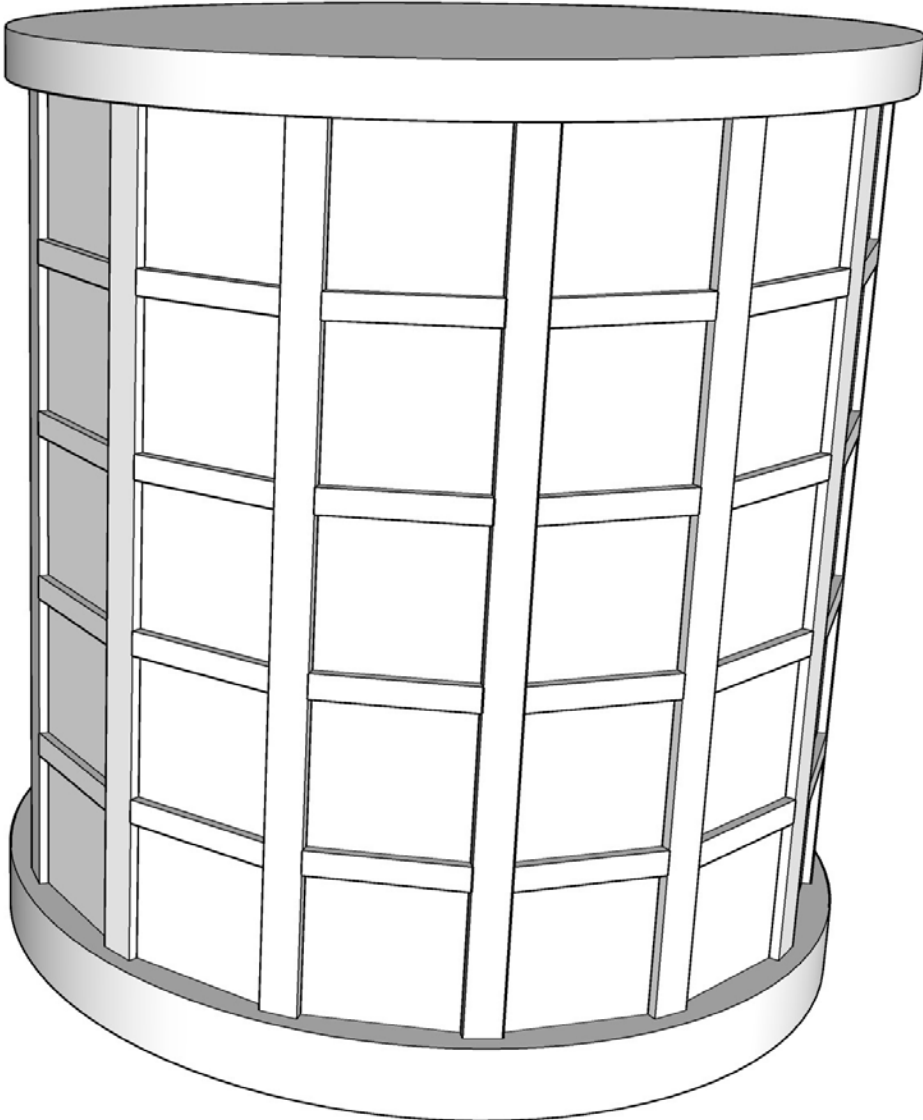
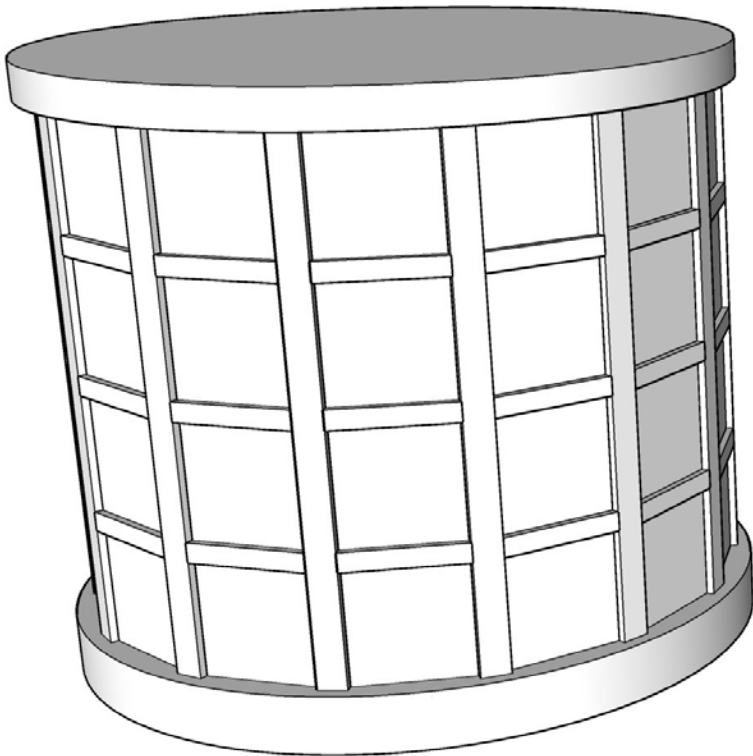
**SUPERIOR MONUMENT OPTION #2**  
**42 NICHE - \$77,180.70**  
**70 NICHE - \$88,290.00**

PATTEN MONUMENT  
COMSTOCK PARK, MI



56 & 70 NICHE COLUMARIUMS

| REVISIONS |           |         |
|-----------|-----------|---------|
|           | MM/DD/YY  | REMARKS |
| 1         | 9/18/2024 | 3D View |
| 2         | --/--/--  |         |
| 3         | --/--/--  | ...     |
| 4         | --/--/--  | ...     |
| 5         | --/--/--  | ...     |



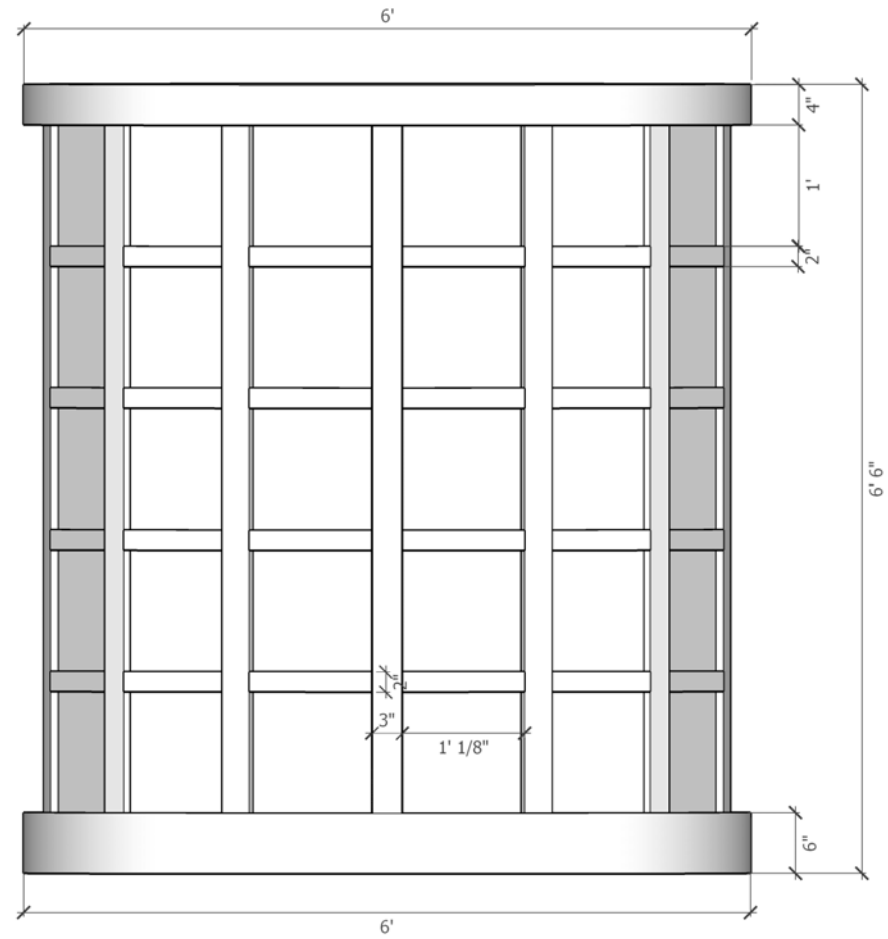
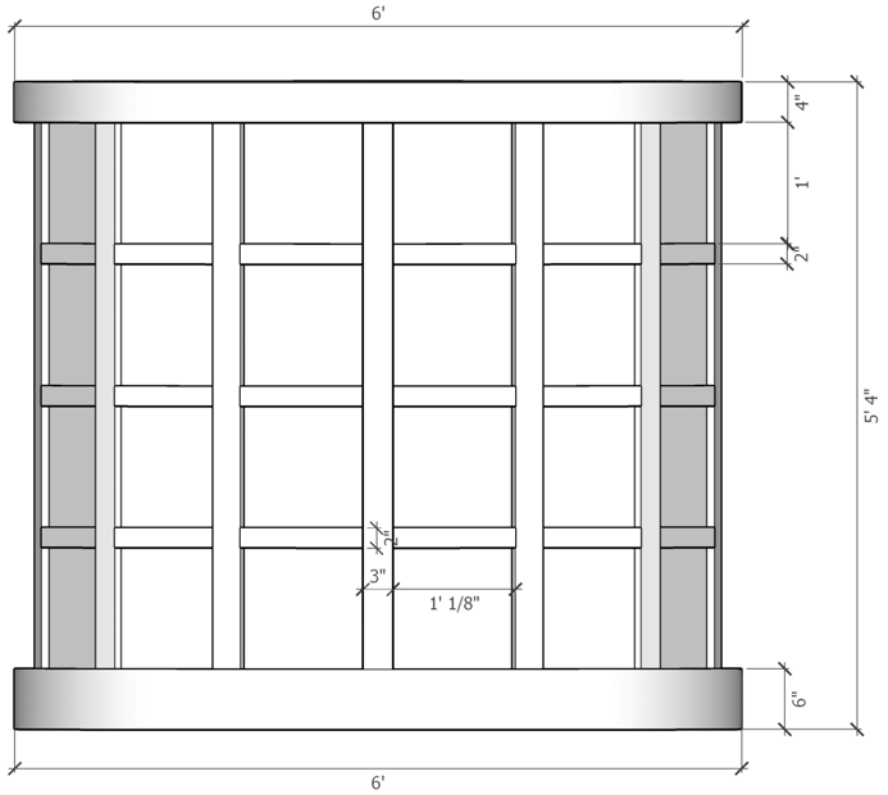
PATTEN MONUMENT  
COMSTOCK PARK, MI



56 & 70 NICHE COLUMARIUMS

| REVISIONS |           |         |
|-----------|-----------|---------|
|           | MM/DD/YY  | REMARKS |
| 1         | 9/18/2024 | 3D View |
| 2         | --/--/--  | ...     |
| 3         | --/--/--  | ...     |
| 4         | --/--/--  | ...     |
| 5         | --/--/--  | ...     |





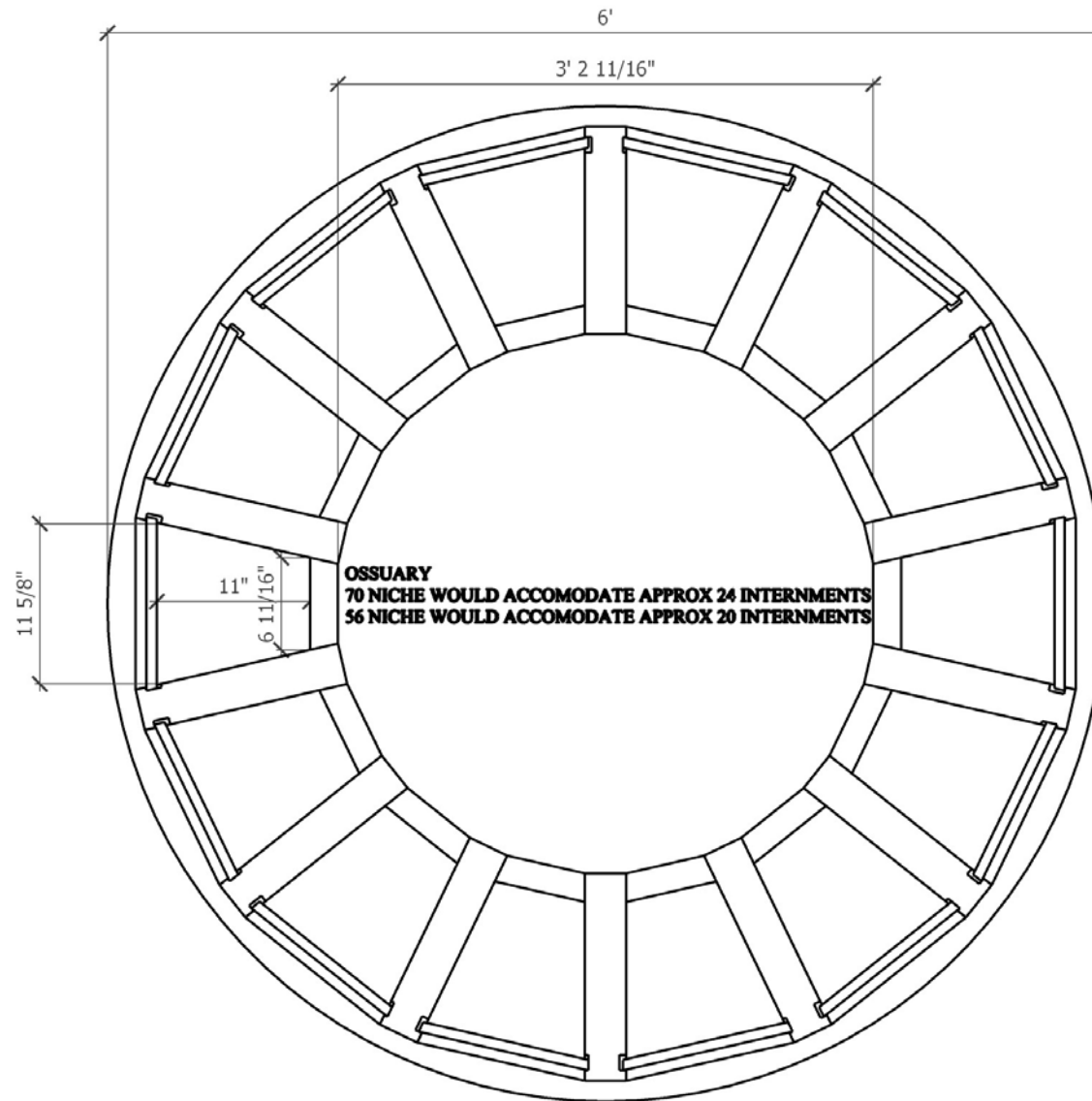
PATTEN MONUMENT  
COMSTOCK PARK, MI



56 & 70 NICHE COLUMARIUMS

| REVISIONS |           |                |
|-----------|-----------|----------------|
|           | MM/DD/YY  | REMARKS        |
| 1         | 9/18/2024 | Elevation View |
| 2         | --/--/--  | ...            |
| 3         | --/--/--  | ...            |
| 4         | --/--/--  | ...            |
| 5         | --/--/--  | ...            |

A 001



PATTEN MONUMENT  
COMSTOCK PARK, MI



56 & 70 NICHE COLUMARIUMS

REVISIONS

|   | MM/DD/YY  | REMARKS   |
|---|-----------|-----------|
| 1 | 9/18/2024 | Plan View |
| 2 | --/--/--  | ...       |
| 3 | --/--/--  | ...       |
| 4 | --/--/--  | ...       |
| 5 | --/--/--  | ...       |

A 001



PREMIER COLUMBARIUM - 48 niche  
\$29,600.00



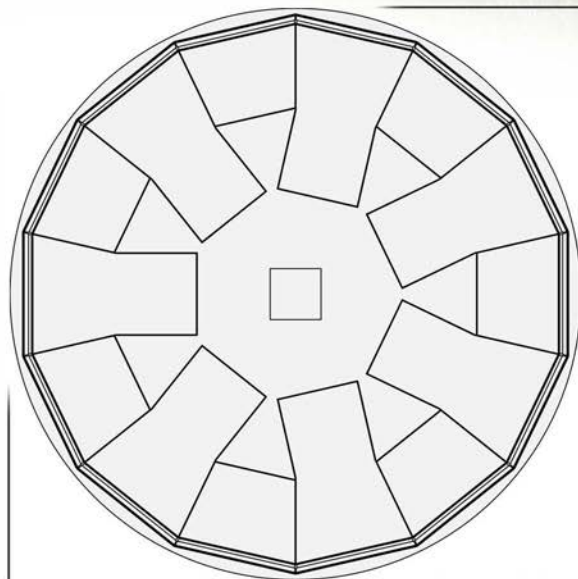


# SUPERIOR MONUMENT OPTION #3

42 NICHE \$64,760.70

70 NICHE - \$82,450

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11'-0" +/-

7'-6" +/-

HEIGHT: 4'-4" +/-

|           |                                        |            |
|-----------|----------------------------------------|------------|
| PROJECT:  | ROUND COLUMBARIUM                      |            |
| LOCATION: | CEDAR GROVE CEMETERY<br>NOTRE DAME, IN |            |
| DESIGN:   | 01027238                               | SCALE: NTS |



**COLDSPRING™**

WWW.COLDSPRINGUSA.COM

DESIGNED BY: JUSTIN PIEPENBURG DATE: 5/5/23

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