

JANUARY 11, 2021

PLANNING COMMISSION AND BOARD OF TRUSTEES

JOINT MEETING

ZOOM LOGIN:

Meeting ID: 81896465818 Password: 435367

Joint meeting begins 6PM

Board of Trustees meeting begins 7PM

One meeting login

(Planning Commission attendees may exit meeting at 7PM or are welcome to stay logged in for the Board of Trustees meeting)

Packet includes:

- 1. Joint meeting agenda**
- 2. Board of Trustees meeting agenda**
- 3. Supporting documents of Board of Trustees meeting**

(Note – there are two supporting documents for the joint meeting)

GAINES CHARTER TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD OF TRUSTEES– JOINT MEETING

Via virtual meeting.

For ZOOM meeting login information, please send a request to info@gainestownship.org the day of the meeting

Tentative Agenda

6:00 p.m. – Monday, January 11th, 2021

- I. Call to Order and Roll Call**
- II. Consideration of Agenda**
- III. Inquiry of Conflict of Interest**
- IV. Public Comment on Non-Agenda Items**
- V. General Discussion**
 - 1. Introductory Remarks by Planning Commission**
 - 2. Presentation by Ryan Kilpatrick, Executive Director of Housing Next on Regional Housing Trends and Needs**
 - 3. Presentation of Gaines Housing Data by Dan Wells, Community Development Director**
 - 4. Discussion**
 - a. Future Housing Needs in Gaines Township**
 - b. Location of Multi Family vs Single Family Housing**
 - c. Servicing Housing Development – Police, Fire, Utilities**
- VI. Adjournment**

Report on Single Family and Apartment Data

December 17, 2020

Summary of Larger Apartment Complexes & Rents

COMPLEX	Units	1 BR	2 BR	3 BR
Woodfield	480	795-985	875-1175	-
Woodfield Preserve	178	960-1120	1135-1270	-
Fieldstone	397	1115-1205	1200-1515	1405-1575
The Crossings	660	865-1245	1067-1508	-
Pine Circle	56	-	-	1050
Bloomfield Townhomes	202		1400-1500	1485-1750
In the Pines	18	-	-	-
Non-homestead exempt houses	539	-	-	-
TOTAL	2,530*	795-1245	875-1515	1050-1750

*Does not include smaller apartment buildings or single-family homes for rent.

From planning and assessor records, rental websites for rates.

Homeownership Comparison

Assessor records show that there are 6,495 parcels in Gaines Township with a 100% homestead exemption, which are used for an estimate of home owner occupied residential units.

Own vs Rent Averages

Geography	Own	Rent
United States	64%	36%
Michigan	71.6%	28.4%
Kent County	69%	31%
Gaines Charter Township*	72%	28%

*Based on 9,025 housing units using estimates above, not an actual count.

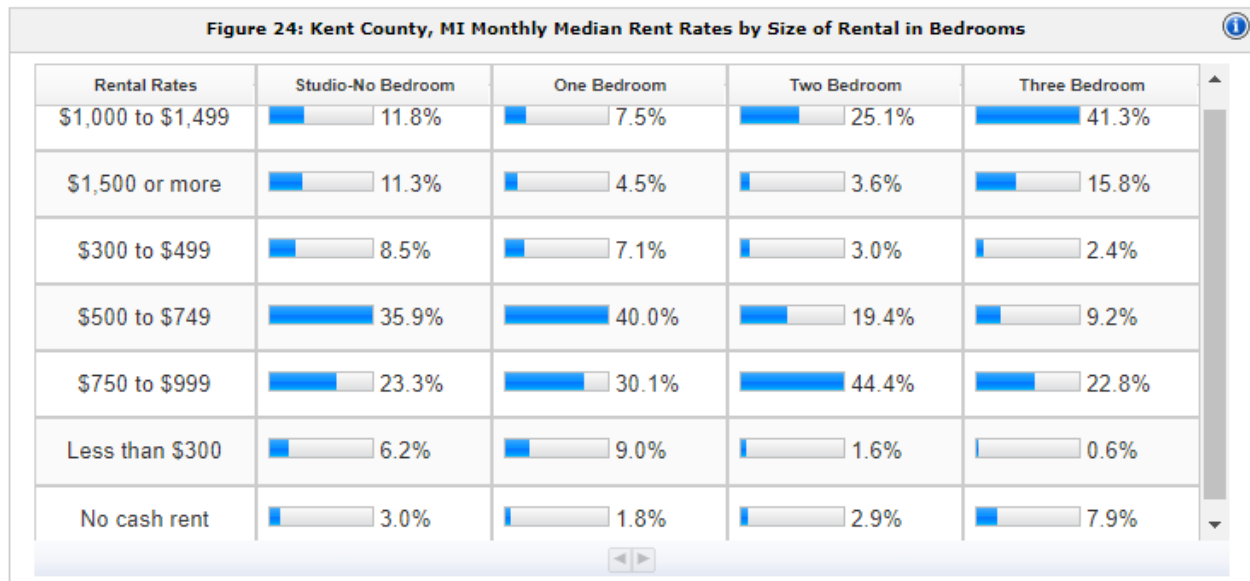
County data indicates there are 9,995 total housing units in Gaines Township, so there is clearly around 900 units we are not accounting for that are *possibly* rentals since they are excluded from homestead exemption records.

From <https://www.towncharts.com/Michigan/Housing/Kent-County-MI-Housing-data.html>

<https://data.census.gov/cedsci/profile?g=0400000US26#>

Affordability

Geography	Median Gross Rent Amount
United States	\$1,023
Michigan	\$888
Kent County	\$871



From <https://www.towncharts.com/Michigan/Housing/Kent-County-MI-Housing-data.html>

PRELIMINARY * AGENDA

GAINES CHARTER TOWNSHIP BOARD OF TRUSTEES

MEETING

January 11, 2021

Opening Prayer 7 PM ~ Kathy VanderStel

ZOOM LOGIN:

Meeting ID: 81896465818 Password: 435367

Items Highlighted are Action Items

Meeting called by Supervisor Rob DeWard

Attendees: Supervisor Rob DeWard, Clerk Michael Brew, Treasurer Laurie Lemke, Trustees Tim Haagsma, Bob Terpstra, Dan Fryling, Kathy VanderStel, Planner Dan Wells

CALL TO ORDER AND ATTENDANCE AT 7 PM – ATTENDEES MUST STATE LOCATION (i.e., Rob DeWard joining the meeting from my office at the Township Hall)

Declaration of any Conflict of Interest

Approval of Agenda

I. CUSTOMARY ITEMS

- 1) **Recognition of Individuals and/or Delegations** - *3-minute time limit for unscheduled speakers

Consent agenda items are listed under item II, including payment of the bills. All items are considered to be routine by the Board. *There will not be separate discussion of these items.* If discussion is desired, that item will be removed from the Consent Agenda upon request of any Board Member. If you would like any item removed from the consent agenda so that it may be considered separately; please contact Kim by 10:00 a.m., the day of the meeting.

II. CONSENT AGENDA

- 1) Board Meeting Minutes

A. Meeting Minutes from December 14, 2020

- 2) Building Department

A. Building Department December 2020 and 2020 Year End Revenue Reports– Summary for Mechanical & Plumbing Permits, Electrical Revenue Reports - *(In an effort to condense the size of meeting packets, we will be providing a Summary Report each month. A*

copy of the full report is on file and can be obtained by contacting Kim Triplett at kim.triplett@gainestownship.org.

3) Clerk's Office

- A. Check Register for 12_03_2020 thru 12_31_2020
- B. Payments of the bills from in the amount of \$279,884.33

Motion to Approve Consent Agenda - ACTION ITEM

III. DEPARTMENT/OFFICE REPORTS

1) Clerk's Office

- a) **Appoint additional FOIA Coordinator**

2) Planning

- a) **Clover Communities – Final Read Proposed Rezoning to PUD**
- b) **Mobile defenders – IDD request**
- c) **1st Read – request to rezone 17 & 21 Willman and 6536 & 6540 S Division Ave**

3) Treasurer's Department

4) Assessing Department

- a) **Professional Improvement Request**

5) Water & Sewer Department

6) Building Department

Recognition of Individuals and/or Delegations *Limit 3 Minutes*

IV. SUPERVISOR'S OFFICE

1) Action Items:

- a) **Kent County Cooperative Agreement**
- b) **Personnel Committee Recommendation – Position title change request**
- c) **Personnel Committee Recommendation – Wage Increase request**
- d) **Personnel Committee Recommendation – Additional paid vacation request**

2) NON-ACTION

- a) *Website stats for December 2020 – 9,093*
- b) *Jason Vander Molen – report for December 2020*

V. COMMENTS & DISCUSSION

- 1) Township Board
- 2) Supervisor
- 3) Miscellaneous

VI. ADJOURNMENT

- 1) The next regular Board meeting will be February 8, 2021
- 2) There will be an additional Board meeting February 22, 2021

Any interested persons are invited to attend and participate. Persons with disabilities needing any special accommodations should contact the Township offices one week prior to the meeting to request mobility, visual or any other assistance.

Preliminary Agenda – Subject to Change

**MINUTES OF GAINES CHARTER TOWNSHIP BOARD
FOR THE REGULAR MEETING
December 14, 2020**

The meeting was held as a virtual meeting via Zoom – Meeting # 833 5335 8358 – Password – 054886. Public who attended the meeting obtained meeting information and password by sending a request to info@gainestownship.org on the day of the meeting.

Present: DeWard from home, Brew from 8555 Kalamazoo Avenue, Lemke from home, Fryling from 8555 Kalamazoo Avenue, Haagsma from home, Terpstra from home, VanderStel from home, Dan Wells from home

Absent with notice: Jansen

Opening prayer was given by Haagsma

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

2. Question of Conflict of Interest

None.

3. Proposed Agenda

Motioned by VanderStel and supported by Fryling to approve the agenda.

ROLL CALL VOTE: Brew — yes, DeWard — yes, Fryling — yes, Haagsma — yes, Lemke — yes, Terpstra-yes, VanderStel — yes Motion carried.

4. Recognition of Individuals and/or Delegations.

Birgit Klohs spoke from home and Brad Comments spoke from home representing the Right Place.

5. Consent Agenda

Motioned by Haagsma and supported by VanderStel to approve the consent agenda.

ROLL CALL VOTE: DeWard — yes, Fryling — yes, Haagsma — yes, Lemke — yes, Terpstra- yes, VanderStel — yes, Brew — yes Motion carried.

6. Department/Office Reports

A. Clerk's Office

1) Assessing Department Budget Amendment

Motioned by Haagsma and supported by VanderStel to amend the 2020 Assessing Budget by \$5,000.00.

ROLL CALL VOTE: Fryling — yes, Haagsma — yes, Lemke — yes, Terpstra- yes, VanderStel — yes, Brew — yes, DeWard — yes Motion carried.

.

2) Cutlerville Fire Department Budget Amendment

Motioned by VanderStel and supported by Haagsma to amend the 2020 Cutlerville Fire Department Budget by \$50,000.00.

ROLL CALL VOTE: Haagsma — yes, Lemke — yes, Terpstra- yes, VanderStel — yes, Brew — yes, DeWard — yes, Fryling — yes Motion carried..

3) Elections Budget Amendment

Motioned by VanderStel and supported by Haagsma to amend the 2020 Elections Budget by \$40,000.00.

ROLL CALL VOTE: Lemke — yes, Terpstra- yes, VanderStel — yes, Brew — yes, DeWard — yes, Fryling — yes, Haagsma — yes Motion carried.

4) Hydrant Rental Budget Amendment

Motioned by VanderStel and supported by Terpstra to amend the 2020 Hydrant Rental Budget by \$80.00.

ROLL CALL VOTE: Terpstra- yes, VanderStel — yes, Brew — yes, DeWard — yes, Fryling — yes, Haagsma — yes, Lemke — yes Motion carried

5) Supervisor Budget Amendment

Motioned by VanderStel and supported by Fryling to amend the 2020 Supervisor Budget by \$5,000.00.

ROLL CALL VOTE: VanderStel — yes, Brew — yes, DeWard — yes, Fryling — yes, Haagsma — yes, Lemke — yes, Terpstra- yes Motion carried

B. Planning Department

a. Clover PUD Rezoning

Motion by Lemke and supported by VanderStel to remove the Clover PUD from the table

ROLL CALL VOTE: Brew — yes, DeWard — yes, Fryling — yes, Haagsma — yes, Lemke — yes, Terpstra- yes, VanderStel — yes Motion carried.

b. Clover PUD Rezoning – 2nd Read

Rebecca Holmes spoke from her Ann Arbor home.

Motion by Haagsma and supported by VanderStel to approve the Clover Senior Housing PUD resolution publication language.

ROLL CALL VOTE: DeWard — yes, Fryling — yes, Haagsma — yes, Lemke — yes, Terpstra- yes, VanderStel — yes, Brew — yes Motion carried.

C. Assessing Department

1) Grand Mobile Village Refund

Motioned by Haagsma and supported by VanderStel to approve the refund of \$39,952.34 for both water and sewer fees that were overcharged for the past 10 years.

ROLL CALL VOTE: Fryling — yes, Haagsma — yes, Lemke — yes, Terpstra- yes, VanderStel — yes, Brew — yes, DeWard — yes Motion carried.

2) Resolution to establish water supply and sewer rates and charges

Motioned by Haagsma and supported by Terpstra to accept the resolution establishing water supply and sewer rates and charges.

ROLL CALL VOTE: Haagsma — yes, Lemke — yes, Terpstra- yes, VanderStel — yes, Brew — yes, DeWard — yes, Fryling — yes Motion carried.

Terpstra lost internet connection and briefly left the Zoom meeting.

3) 2586 60th Street water connection fee payment plan

Motioned by Haagsma and supported by Lemke to accept the water connection fee payment plan for 2586 60th Street Southeast.

ROLL CALL VOTE: Lemke — yes, VanderStel — yes, Brew — yes, DeWard — yes, Fryling — yes, Haagsma — yes Motion carried

7. Recognition of individuals and/or delegations

Jason VanderMolen, Kent County Sheriff Community Policing Officer, reported a successful Shop With A Sheriff event at the Gaines Marketplace Meijer which included citizens donating over \$1,000 during the event to allow more buying power for the kids. He also noted that Pine Rest calls have dropped significantly due to the Cedar unit being closed.

8. Supervisor's Office

A. 2021 Meeting Schedule

Motioned by Lemke and supported by VanderStel to approve the 2021 Meeting Schedule calendar

ROLL CALL VOTE: Terpstra- yes, VanderStel — yes, Brew — yes, DeWard — yes, Fryling — yes, Haagsma — yes, Lemke — yes Motion carried.

B. Winter 5k race

Motioned by Fryling and supported by Lemke to allow a Winter 5k race.

ROLL CALL VOTE: VanderStel — yes, Brew — yes, DeWard — no, Fryling — yes, Haagsma — yes, Lemke — yes, Terpstra- yes Motion carried.

9. Adjournment

Motion by Fryling and supported by VanderStel to adjourn the meeting at 8:55 p.m.

ROLL CALL VOTE: Brew — yes, DeWard — yes, Fryling — yes, Haagsma — yes, Lemke — yes, Terpstra- yes, VanderStel — yes Motion carried.

Michael Brew, Clerk

Robert DeWard, Supervisor

DRAFT



Revenue Breakdown Report

Page: 1 of 24

01/05/2021

Filter: All Records, Transaction.DateToPostOn Between 12/1/2020 12:00:00 AM AND 12/31/2020 11:59:59 PM

Unit Totals		
Unit Name	Records	Revenue
	151	35,569.00
TOTAL	151	35,569.00

Record Type Totals		
Unit:	Records	Revenue
Name	3	75.00
Permit	148	35,494.00
UNIT TOTAL:	151	35,569.00

Record Type Breakdowns		
Unit:		
Record Type: Name	Records	Revenue
	3	75.00
TOTAL:	3	75.00

Record Type: Permit	Records	Revenue
Building	30	14,562.00
Electrical	34	8,422.00
Mechanical	54	7,810.00
Plumbing	23	4,105.00
Storm Drain	7	595.00
TOTAL:	148	35,494.00



Revenue Breakdown Report

Page: 1 of 151

01/05/2021

Filter: All Records, Transaction.DateToPostOn Between 1/1/2020 12:00:00 AM AND 12/31/2020 11:59:59 PM

Unit Totals		
Unit Name	Records	Revenue
	1,883	506,487.15
TOTAL	1,883	506,487.15

Record Type Totals		
Unit:	Records	Revenue
Name	98	2,145.00
Permit	1,785	504,342.15
UNIT TOTAL:	1,883	506,487.15

Record Type Breakdowns		
Unit:		
Record Type: Name	Records	Revenue
	98	2,145.00
TOTAL:	98	2,145.00

Record Type: Permit	Records	Revenue
Building	409	263,949.00
Electrical	375	85,007.00
Mechanical	648	101,993.15
Plumbing	314	50,078.00
Storm Drain	39	3,315.00
TOTAL:	1,785	504,342.15

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN CHEMICAL BANK						
12/03/2020	GEN	28939	123	123.NET	PHONE SERVICES	251.50
12/03/2020	GEN	28940	AJILON	AJILON	BUILDING DEPT TEMP WORKER	2,259.36
12/03/2020	GEN	28941	BLOOM	BLOOM SLUGGETT	SWITCH, REV FARMS, HIDEAWAY, HANNA HILL	3,374.30
12/03/2020	GEN	28942	BOUND TREE	BOUND TREE MEDICAL LLC	RESPIRATORS AND GOWNS	826.90
12/03/2020	GEN	28943	BRIANKAZMI	BRIAN KAZMIERZAK	MODERN FIRE BEHAVIOR AND TACTICS	500.00
12/03/2020	GEN	28944	BUIST	BUIST ELECTRIC INC	LIGHT POLE ON DIVISION AVENUE REPAIR AND	3,279.00
12/03/2020	GEN	28945	CHARTER CO	CHARTER COMMUNICATIONS	INTERNET	144.97
12/03/2020	GEN	28946	COMCAST	COMCAST	CFD AND DFD TELEPHONE	378.42
12/03/2020	GEN	28947	TWP-CONSUM	CONSUMERS ENERGY	LED LIGHTS AND STREET LIGHTS	12,897.34
12/03/2020	GEN	28948	TWP-CONSUM	CONSUMERS ENERGY	TWP OFFICE, LIBRARY, DFD, DUTTON CEMETAR	3,849.35
12/03/2020	GEN	28949	DUTTON A	DUTTON AUTOMOTIVE SERVICE	OIL CHANGE	118.13
12/03/2020	GEN	28950	FIRST BANK	FIRST BANKCARD CENTER	ASSESSING LIC, STAND UP DESK, SHREDDER,	1,514.81
12/03/2020	GEN	28951	FIRST BANK	FIRST BANKCARD CENTER	FIRE EXT SIGN AND MOUNTING TAPE	97.91
12/03/2020	GEN	28952	FIRST BANK	FIRST BANKCARD CENTER	ACROBAT SUBSCRIPTION	15.89
12/03/2020	GEN	28953	FIRST BANK	FIRST BANKCARD CENTER	ELECTION MEALS, HEATER FOR DEPUTY	324.16
12/03/2020	GEN	28954	GAINES TWP	GAINES TOWNSHIP TREASURER	TWP OFFICE WINTER TAX	157.71
12/03/2020	GEN	28955	GAINES W&S	GAINES WATER & SEWER FUND	HYDRANT RENTAL FEE	13,080.00
12/03/2020	GEN	28956	GORDON	GORDON WATER	COOLER RENTAL	16.00
12/03/2020	GEN	28957	GREAT L	GREAT LAKES UPFITTING	REMOVED TO RECYCLE COMPUTER MOUNT/ RADIO	955.43
12/03/2020	GEN	28958	HORIZON	HORIZON COMMUNITY PLANNING LLC	ZBA AND PLANNING MEETING, SETBACK AVERAG	2,684.50
12/03/2020	GEN	28959	INTEGRITY	INTEGRITY OFFICE	NAME PLATE, ELECTION PENS, PENS, INK STA	493.82
12/03/2020	GEN	28960	IPM	IPM SERVICES	DFD PEST CONTROL	25.00
12/03/2020	GEN	28961	J&B	J&B MEDICAL SUPPLY	PROCEDURE MASK FOR DFD AND CFD	242.22
12/03/2020	GEN	28962	JACK'S	JACK'S LAWN & SNOWPLOWING, INC	SNOW REMOVAL CONTRACT CHARGE	3,277.17
12/03/2020	GEN	28963	LAMPHEAR	LAMPHEAR SERVICE COMPANY INC	PREVENTATIVE MAINT TWP OFFICE AND LIBRAR	1,724.50
12/03/2020	GEN	28964	LEXIPOL	LEXIPOL LLC	FIRE POLICY AND TRAINING BULLETINS / SUP	2,895.00
12/03/2020	GEN	28965	MAA	MAA	MEMBERSHIP MEGAN, KAREN, JAMES	270.00
12/03/2020	GEN	28966	MCM	MCM RENTALS	YARD DEBRIS DUMP AND RETURN - FINAL PIC	3,680.00
12/03/2020	GEN	28967	MENARDS	MENARDS- WYOMING	SHOVEL, BROOM, 3/32 METAL CUT-OFF, 1 1/4	46.86
12/03/2020	GEN	28968	MEYERS CLE	MEYERS CLEANING SERVICE INC	TWP OFFICE AND LIBRARY CLEANING	2,123.00
12/03/2020	GEN	28969	NYE	NYE UNIFORM COMPANY	UNIFORMS FOR DFD AND CFD	262.96
12/03/2020	GEN	28970	PHASE III	PHASE 3 GRAPHICS	BUSINESS CARDS ZENAS	49.08
12/03/2020	GEN	28971	PITNEY	PITNEY BOWES GLOBAL FINANCIAL SRVCS	POSTAGE MACHINE LEASE	558.84
12/03/2020	GEN	28972	PIT BO INC	PITNEY BOWES INC	RED INK CTDG	113.04
12/03/2020	GEN	28973	PLUMMERS	PLUMMERS DISPOSAL SERVICE	PRARIE WOLF PARK WHEELCHAIR ACESIBLE UN	135.00
12/03/2020	GEN	28974	NEXTEL	SPRINT	TWP CELLULAR PHONES	677.32
12/03/2020	GEN	28975	TWP-SUPERI	SUPERIOR ASPHALT, INC	TWP HALL PARKING LOT MAINTENANCE	2,550.00
12/03/2020	GEN	28976	TWP-VANGUA	VANGUARD FIRE AND SECURITY INC	INSPECTION AND TESTING OF TWP OFFICE SYS	883.89
12/03/2020	GEN	28977	WATERWAY	WATERWAY OF MICHIGAN LLC	HOSE AND LADDER TESTING	2,713.56
12/03/2020	GEN	28978	WAYNE B	WAYNE BOURDO	LANDSCAPE MAINTENANCE LIBRARY, TWP OFFIC	1,174.57
12/03/2020	GEN	28979	WEST SHORE	WEST SHORE FIRE INC	QUICK CHARGE BOOT ASSEMBLY	201.74
12/03/2020	GEN	28980	ULINE	ULINE SHIPPING SUPPLY	ELECTION PALLET RACK	712.12
12/07/2020	GEN	28981	ALL STAR	ALL STAR PRINTING COMPANY	MAILING LABELS, ENVELOPES, LETTERHEAD SH	930.00
12/07/2020	GEN	28982	ARROW	ARROWASTE INC	TRASH TWP HALL, CFD, DFD, LIBRARY, BLAIN	516.60
12/07/2020	GEN	28983	AUTOMASTER	AUTO-MASTER'S INCORPORATED	OIL DRY	53.94
12/07/2020	GEN	28984	BOUND TREE	BOUND TREE MEDICAL LLC	BLUE GOWN	159.95
12/07/2020	GEN	28985	BREATHING	BREATHING AIR SYSTEMS	REPAIR OF EQUIPMENT	364.90
12/07/2020	GEN	28986	FIRST BANK	FIRST BANKCARD CENTER	CANDY, KITCHEN EQUIPMENT, BRACKETS FOR R	2,181.15
12/07/2020	GEN	28987	IPM	IPM SERVICES	CFD PEST CONTROL	25.00
12/07/2020	GEN	28988	KCI	KENT COMMUNICATIONS INC	WINTER TAX PRINTING AND MAILING	996.07
12/07/2020	GEN	28989	KCTREASURE	KENT COUNTY TREASURER	CP OFFICER AND TOWNSHIP LAW	71,020.15
12/07/2020	GEN	28990	LAIR	LAIR INVESTIGATIONS	BACKGROUND CHECK ZENAS	90.00
12/07/2020	GEN	28991	MINER	MINER SUPPLY COMPANY	MULTI-FOLD TOWEL	64.48
12/07/2020	GEN	28992	NYE	NYE UNIFORM COMPANY	PANTS AND SHIRTS	209.96
12/07/2020	GEN	28993	PEOPLE	PEOPLE IT	OFFICE 365 - BACKUPS - MANAGED SERVICES	369.00
12/07/2020	GEN	28994	PURITY	PURITY CYLINDER GASES INC	PORTABLE AND MEDIUM WITH MAINT FEE	32.40
12/07/2020	GEN	28995	SUN NEWS	THE SUN AND NEWS	PUBLIC NOTICES AND POSTINGS	411.84

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
12/07/2020	GEN	28996	ZYLSTRA DO	ZYLSTRA DOOR INC	REMOUNT OPERATOR TO THE WALL	240.00
12/11/2020	GEN	28997	TWP-CONSUM	CONSUMERS ENERGY	DIVISION STREET LIGHTS	355.07
12/11/2020	GEN	28998	TWP-CONSUM	CONSUMERS ENERGY	LED LIGHTS AND STREETLIGHTS, BLAIN CEMET	12,899.58
12/12/2020	GEN	28999	ADVANCED I	ADVANCED IMAGING SOLUTIONS INC	PRINTER AND COPIER AGREEMENT	1,346.47
12/12/2020	GEN	29000	AJILON	AJILON	BUILDING DEPT TEMP WORKER	1,255.20
12/12/2020	GEN	29001	B&B TRUCK	B&B FIRE DIVISION	P37 PUMP REPAIR - FROM 4/2020 TO 12/2020	10,316.94
12/12/2020	GEN	29002	BLOOM	BLOOM SLUGGETT	HANNA HILL FARM, SCHOEN, ORDINANCE ACT,	3,497.80
12/12/2020	GEN	29003	CEMS	CERTIFIED EMERGENCY MEDICAL SPECIAL	KIM TRIPLETT ANKLE INJURY	180.19
12/12/2020	GEN	29004	CLARK	CLARK HILL	FC GRAND RAPIDS MI LANDLORD LLC	4,300.00
					SILICONATURE USA	720.00
					JP MORGAN CHASE BANK #863771	624.00
						5,644.00
12/12/2020	GEN	29005	ITP	INTERURBAN TRANSIT PARTNERSHIP	59.2 HOURS RUAL LINEHAUL SERVICE	3,369.26
					59.2 HOURS RUAL GO BUS SERVICE	684.81
						4,054.07
12/12/2020	GEN	29006	J&B	J&B MEDICAL SUPPLY	BURN SHEET, AIRWAY SUPPLIES	44.72
12/12/2020	GEN	29007	MEDMUTUAL	MEDMUTUAL LIFE	LIFE INSURANCE	179.79
12/12/2020	GEN	29008	METROHC	METROPOLITAN HEALTH CORPORATION	KIM TRIPLETT ANKLE INJURY	392.65
12/12/2020	GEN	29009	OMEGA SYST	OMEGA SYSTEMS, OCEAN INC.	DFD PASSWORD RESET, BACKUPS, FORWARD EMA	2,102.00
12/12/2020	GEN	29010	PHOENI	PHOENIX SAFETY OUTFITTERS	AIRPOWER BOOT FOR RANDY	292.06
12/12/2020	GEN	29011	ROGER STER	ROGER STERK	ROGER STERK MILEAGE	124.20
12/12/2020	GEN	29012	TDS	TDS METROCOM	TELEPHONE	286.03
12/12/2020	GEN	29013	MARATHON	WEX BANK	DFD FUEL	485.42
12/12/2020	GEN	29014	WRIGHT&FIL	WRIGHT & FILIPPIS	KIM TRIPLETT ANKLE INJURY	134.92
12/18/2020	GEN	29015	ACCIDENT	ACCIDENT FUND	WORKERS COMP	3,160.61
12/18/2020	GEN	29016	ACTIVE911	ACTIVE 911, INC.	TRADITIONAL SUBSCRIPTION FOR AGENCY	10.93
12/18/2020	GEN	29017	ADVANCEAUT	ADVANCE AUTO PARTS PROFESSIONAL	NOVEMBER STATEMENT WITH MISSING INVOICE	35.31
12/18/2020	GEN	29018	AJILON	AJILON	BUILDING DEPARTMENT TEMP WORKER	1,161.06
12/18/2020	GEN	29019	TWP-ALL ST	ALL STAR PRINTING	ADDING NAME AND LOGO TO POLO SHIRTS	92.00
12/18/2020	GEN	29020	ALL STAR	ALL STAR PRINTING COMPANY	2000 SETS 3 PART INSPECTION SHEETS	265.00
12/18/2020	GEN	29021	AUTOZONE	AUTOZONE	ASSORTED BRASS COMPRESSION SLEEVES	3.77
					MINI TUBEING CUTTER	8.86
					DIESEL EXHUST FLUID	9.29
					WD-40	6.50
						28.42
12/18/2020	GEN	29022	B&B TRUCK	B&B FIRE DIVISION	NEW SWITCHES FOR LIGHTS ON-SITE	766.26
12/18/2020	GEN	29023	BLUE CROSS	BLUE CROSS BLUE SHIELD TRADITIONAL	HEALTH INSURANCE TRADITIONAL	6,394.42
12/18/2020	GEN	29024	BLUE HSA	BLUE CROSS HSA	HEALTH INSURANCE HSA WITH CREDIT FOR OVE	10,162.24
12/18/2020	GEN	29025	BUIST	BUIST ELECTRIC INC	DIVISION AVENUE DAMAGED POLE	800.00
					STREET LIGHT TIMING	83.25
					EXTERIOR LIGHT REPLACEMENTS AT CFD	1,251.00
						2,134.25
12/18/2020	GEN	29026	CHASE	CHASE CARD SERVICES	ROGER STERK LICENSE	50.00
12/18/2020	GEN	29027	DELTA DENT	DELTA DENTAL	JANUARY 2021 DENTAL INSURANCE ADDING JAM	1,588.89
12/18/2020	GEN	29028	GORDON	GORDON WATER	TWP OFFICE WATER	21.90
					DFD WATER	35.25
						57.15
12/18/2020	GEN	29029	JAMES ZENA	JAMES ZENAS	MILEAGE	62.66

CHECK REGISTER FOR GAINES CHARTER TOWNSHIP
 CHECK DATE FROM 12/01/2020 - 12/31/2020

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
12/18/2020	GEN	29030	JND	JND SNOWPLOWING INC	PAYMENT 1 OF 7	2,000.00
					PAYMENT 2 OF 7	2,000.00
						<u>4,000.00</u>
12/18/2020	GEN	29031	KENVANHALL	KENNETH VAN HALL	DOMAIN MANAGEMENT	35.00
12/18/2020	GEN	29032	KENTNORDLU	KENT NORDLUND	BUILDING CONSTRUCTION COURSE	603.50
12/18/2020	GEN	29033	MCDONALD	MCDONALD PLUMBING INC	SLOAN VALVE REPLACEMENT	429.00
12/18/2020	GEN	29034	MENARDS	MENARDS- WYOMING	STOVE BOLTS WASHERS NUTS	9.93
					RED SPLICE TOOL AND STANDARD SCREWDRIVER	13.44
						<u>23.37</u>
12/18/2020	GEN	29035	NYE	NYE UNIFORM COMPANY	SHIRTS PANTS AND BELTS	222.47
12/18/2020	GEN	29036	PARKWAY	PARKWAY ELECTRIC & COMMUNICATIONS	CFD TRAINING ROOM AV PROJECT	7,433.25
12/18/2020	GEN	29037	PEOPLE	PEOPLE IT	PROACTIVE SERVER ENDPOINT AGENT BACKUP M	349.00
					ASSISTED KEN WITH CREATION OF MULTIPLE A	21.25
						<u>370.25</u>
12/18/2020	GEN	29038	PROF CODE	PROFESSIONAL CODE INSPECTIONS INC	TOTAL MECHANICAL, PLUMBING INSPECTIONS	3,720.00
12/18/2020	GEN	29039	PURITY	PURITY CYLINDER GASES INC	MEDICAL PORTABLE, MEDIUM, AND CYLINDER M	33.24
12/18/2020	GEN	29040	RESCUE RES	RESCUE RESOURCES LLC	ANNUAL PREVENTATIVE MAINTENANCE EFORCE A	577.50
12/18/2020	GEN	29041	ROBERT	ROBERT SHAVER CO	POLES AND LIGHT FIXTURES	12,927.50
12/18/2020	GEN	29042	TOTAL FIRE	TOTAL FIRE PROTECTION	VIC AIR MAINT. DEVICE 757	1,441.09
12/18/2020	GEN	29043	VRIESMAN	VRIESMAN & KORHORN LLC	PLANNING COMMISSION MEETING, CONSENT AGR	1,032.00
					DISCUSSION REGARDING PROPOSED DEVELOPMEN	129.00
					STONECO REVIEW	1,032.00
					6658 EAST PARIS REVIEW SITE PLAN AND GET	322.50
					PRESERVATION LAKES PHASE 4	1,405.13
					GAINES TOWN CENTER	580.50
					6155 EAST PARIS SITE PLAN PREP	1,255.50
						<u>5,756.63</u>
12/27/2020	GEN	29066	BOUND TREE	BOUND TREE MEDICAL LLC	RESPIRATOR MASKS, STETHOSCOPE, BP UNIT A	907.09
12/27/2020	GEN	29067	SHYFT GROU	SHYFT GROUP	E-36 FINAL REPAIRS AND SHIPPING	2,002.50
12/28/2020	GEN	29044	ACTIONCHEM	ACTION CHEMICAL INC	2 PLY BATH TISSUE	42.25
12/28/2020	GEN	29045	TWP-CONSUM	CONSUMERS ENERGY	CFD	1,028.92
12/28/2020	GEN	29046	IPM	IPM SERVICES	PEST CONTROL	42.00
12/28/2020	GEN	29047	BREW	MICHAEL BREW	CELL PHONE WITH ADJUSTMENT	30.00
12/28/2020	GEN	29048	PHOENI	PHOENIX SAFETY OUTFITTERS	NOZZLES FOR HOSE	2,911.32
					HOSE	8,675.66
						<u>11,586.98</u>
12/28/2020	GEN	29049	PLUMMERS	PLUMMERS DISPOSAL SERVICE	PT WHEELCHAIR ACCESSIBLE UNIT RENTAL	138.39
12/28/2020	GEN	29050	HAAK	ROBIN HAAKSMA	CONSULTATION WITH AMBER	160.00
12/28/2020	GEN	29051	NEXTEL	SPRINT	CELL PHONE AND HOT SPOTS	615.28
12/28/2020	GEN	29052	STAR	STAR 2 STAR COMMUNICATIONS	DFD TELEPHONE	335.13
					TWP OFFICE TELEPHONE	768.06
						<u>1,103.19</u>
12/28/2020	GEN	29053	MI DEPTCON	STATE OF MICHIGAN	ELEVATOR - ANNUAL CERTIFICATE RENEWAL -	180.00
12/29/2020	GEN	29065	KENTDEEDS	KENT COUNTRY REGISTER OF DEEDS	6820 ROSECREST, 6916 UNION, 6690 EASTERN	120.00
12/31/2020	GEN	29054	COMCAST	COMCAST	CFD TELEPHONE	204.47
					DFD TELEPHONE BILL	186.47
						<u>390.94</u>

CHECK DATE FROM 12/01/2020 - 12/31/2020

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						390.94
12/31/2020	GEN	29055	CORRECT	CORRECT MECHANICAL SERVICES, INC	HVAC PREVENTATIVE MAINTENANCE CONTRACT	143.75
12/31/2020	GEN	29056	DANKO	DANKO EMERGENCY EQUIPMENT	CROWBAR HOLDER SET	56.33
12/31/2020	GEN	29057	DINGES FIR	DINGES PARTNERS GROUP LLC	4,5,6" LEATHER FRONT WITH SEWN OR RECESS	74.02
12/31/2020	GEN	29058	DTE	DTE ENERGY	TWP HALL HEAT	1,750.20
12/31/2020	GEN	29059	FIRE SALES	FIRE FIGHTER SALES & SERVICE	DFD FIRE EXTINGUISHER SERVICE	709.72
12/31/2020	GEN	29060	IPM	IPM SERVICES	CFD PEST CONTROL	25.00
					DFD PEST CONTROL	25.00
						50.00
12/31/2020	GEN	29061	J&B	J&B MEDICAL SUPPLY	GLUCOSE GEL, OXYGEN MASKS, REBREATHING MA	51.80
12/31/2020	GEN	29062	JENN J	JENNIFER JAGER	MILEAGE AND CELL PHONE WITH CORRECTION T	130.60
12/31/2020	GEN	29063	MCKESSON	MCKESSON MEDICAL-SURGICAL, INC.	CFD MEDICAL EQUIPMENT	630.39
12/31/2020	GEN	29064	ULINE	ULINE SHIPPING SUPPLY	AV COUNTING BOARD SCANNER CART	606.06

GEN TOTALS:

Total of 129 Checks:

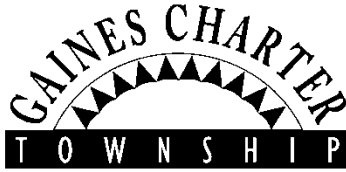
278,884.33

Less 0 Void Checks:

0.00

Total of 129 Disbursements:

278,884.33



8555 Kalamazoo Ave., SE Caledonia, MI 49316
Phone: 616-698-6640 Fax: 616-698-2490

TO: Gaines Charter Township Board of Trustees
DATE: January 7, 2021
FROM: Michael Brew, Township Clerk
RE: Additional FOIA Coordinator

FOIA (Freedom of Information Act) requests are highly regulated. Each Township must have an appointed FOIA Coordinator, and it is highly recommended that a "back-up" coordinator be appointed.

The Clerk is the Gaines' appointed coordinator. The appointment is made to that position, not to an individual. We do not currently have a back-up appointed.

As FOIA request responses must be signed by the designated coordinator, I would like to recommend that the Fire Chief be appointed as an additional coordinator. By giving the Fire Chief the designation of FOIA Coordinator, our Fire Departments will be able to independently respond to FOIA requests, and the Township would have a back-up coordinator.

Note the designated coordinators are listed only by their title, not by name. This allows the designation to follow the position rather than the individual.

Gaines Charter Township

Gaines Charter Township Board of Trustees Memo

Meeting Date: January 11, 2021

PROPOSED REQUEST: Approval of a Rezoning to PUD and Final Site Plan

ADDRESS: 8190 Division Avenue SE

PARCEL NUMBER: 41-22-18-300-012

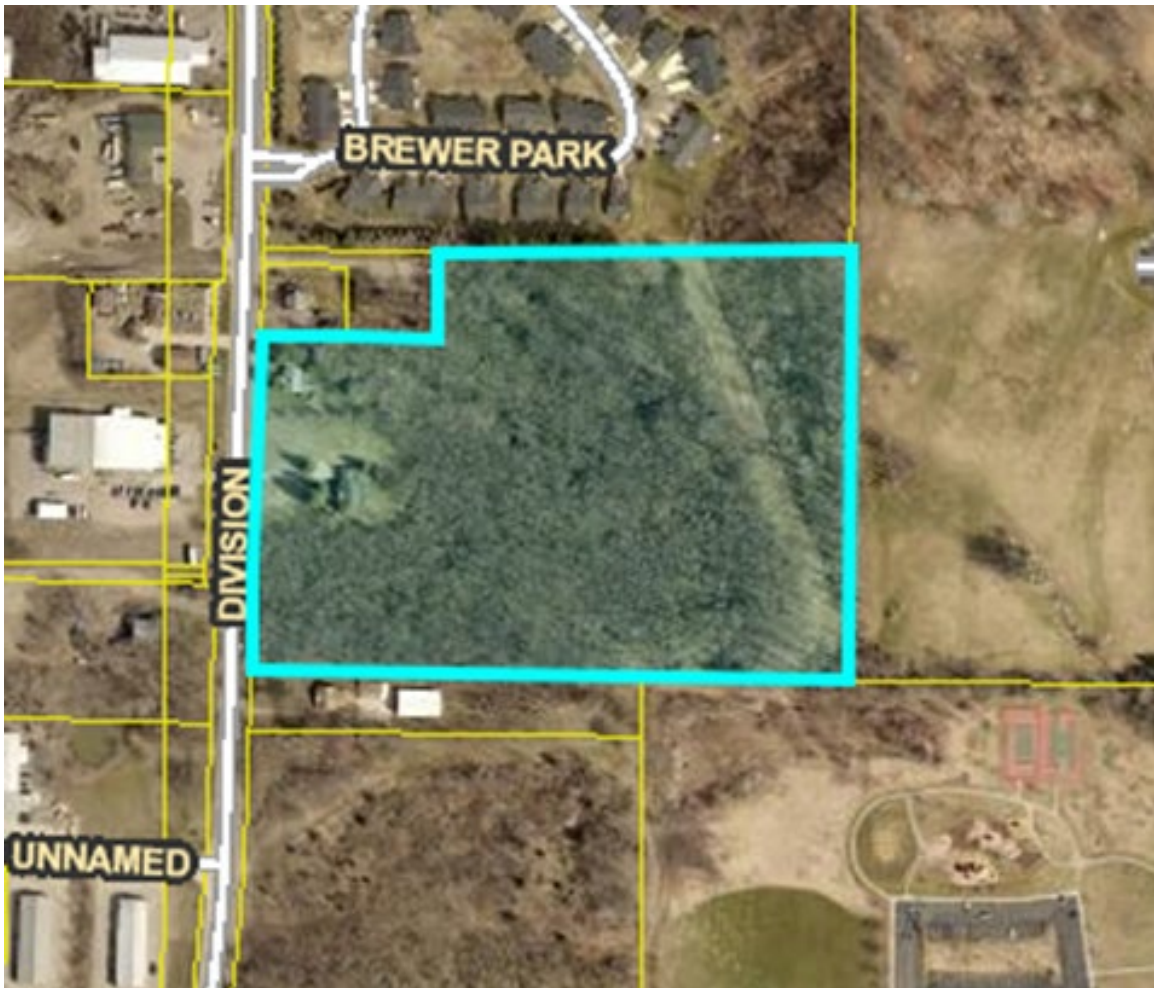
APPLICANT: Clover Communities Gaines Township LLC

FILE NUMBER: 200210CC

PROPERTY ZONING DISTRICT: RL-10 & RL-14

PROPERTY SIZE: 16.84 Acres

REPORT BY: Dan Wells, Community Development Director



OVERVIEW

Clover Communities Gaines Township LLC seeks approval to rezone the property to a Planned Unit Development (“PUD”) in order to construct a three-story apartment building. The building will comprise 125 units, including four one-bedroom and 121 two-bedroom apartments. The apartments will be market rate and range in price from \$900 a month for a one-bedroom unit to \$1,200 a month for two-bedroom units. Residents will be age-restricted to 55 or older, and the property will include common areas and lifestyle amenities. The building square footage will total 138,105 square feet (46,035 SF per floor). Parking will include 188 spaces total: 115 exterior parking spaces, 40 covered garage spaces, and 33 land banked spaces (for future expansion if needed).

In order to meet public benefit requirements for rezoning to a PUD, the applicant has dedicated a 60-foot wide access strip with a two-way, 24-foot-wide public driveway to access Brewer Park along the south edge of the property. The driveway and sidewalk will provide a second multi-modal access to Brewer Park from Division Avenue, which was a goal of the Gaines Township Non-Motorized Plan. The applicant has also committed to donating the east end of the property to Kent County Parks as an added buffer for Brewer Park.

PLANNING COMMISSION AND STAFF FINDINGS

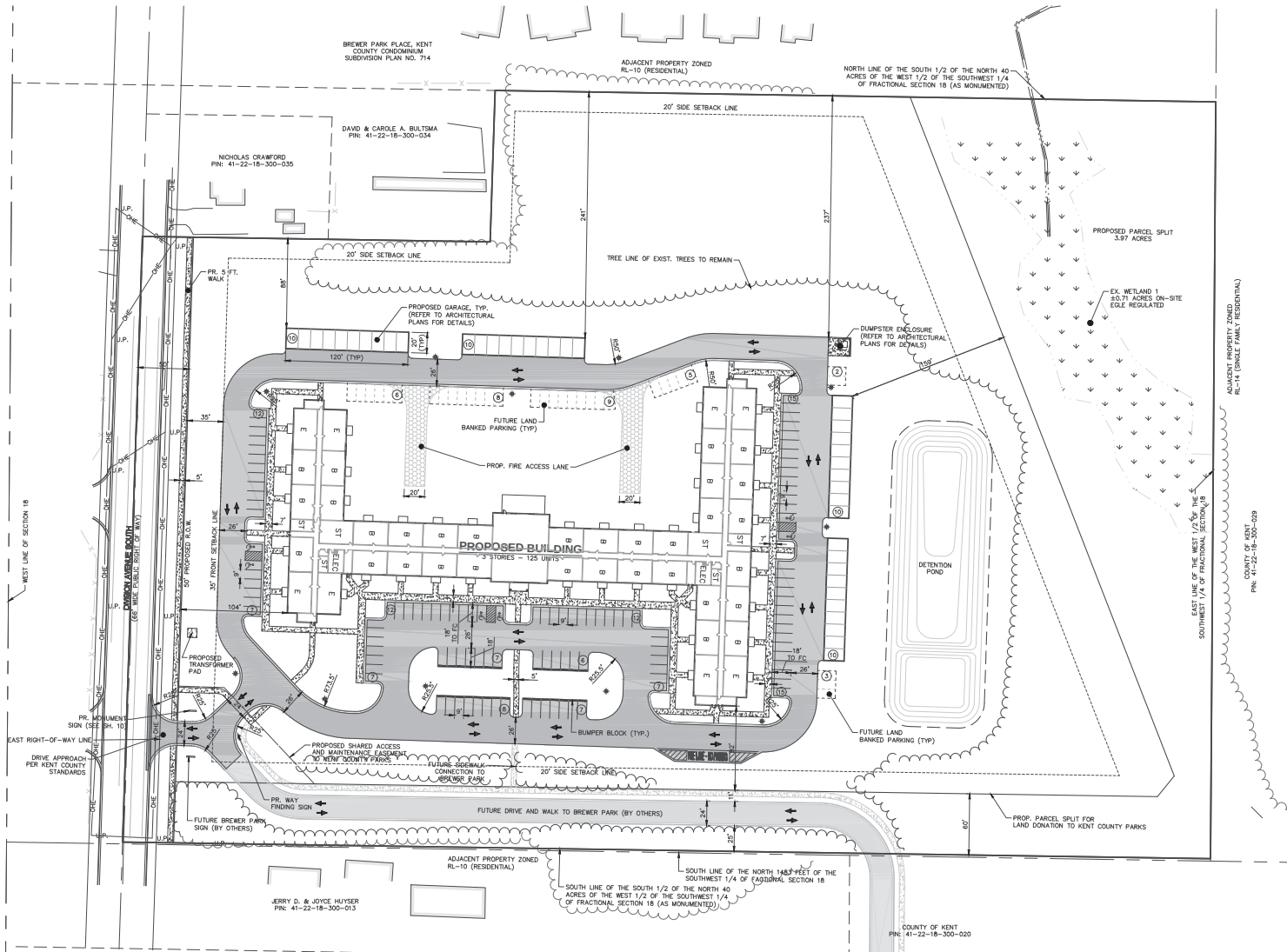
Staff and the Planning Commission have reviewed the final site plan under the Gaines Township Zoning Ordinance Sections: 11.1 Planned Unit Development- General Review Standards and 25.6 Site Plan Review. The Planning Commission reviewed the proposed ordinance and approved a resolution in support of the PUD rezoning and final site plan on October 22, 2020.

RECOMMENDATION

The Planning Commission recommended approval of the PUD rezoning and final site plan, subject to the applicant successfully securing all applicable Township department and outside agency approvals prior to site development, including the following: Township Engineering/BGUA, Fire Department, Kent County Road Commission, and Kent County Drain Commission.

The ordinance has been published and is ready for final consideration.

\\19003730\WORK\PLAN SET\SITE-FINAL\19003730SP-03-LDW 8/21/2020 10:01 AM JENN BULLMAN



NOTES

1. REFERENCE THE ALTA/ACSM LAND TITLE SURVEY FOR ADDITIONAL EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION.
2. ALL DIMENSIONS ARE TO EDGE OF BUILDING, BACK OF CURB, OR FACE OF CURB, UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL PLANS FOR FLOOR PLANS, ELEVATIONS, AND SITE RENDERINGS.
4. ALL ITEMS NOT IDENTIFIED AS "EXISTING" SHALL BE PROPOSED.
5. CONTRACTOR TO PICK UP DEBRIS WITHIN PROPERTY LIMITS WEEKLY OR AS NEEDED.
6. PAVED SURFACES, WALKWAYS, SIGNS, LIGHTING AND OTHER STRUCTURES AND SURFACES SHALL BE MAINTAINED IN A SAFE, ATTRACTIVE CONDITION AS ORIGINALLY DESIGNED AND CONSTRUCTED. PARKING LOT STRIPING AND MARKINGS SHALL MAINTAINED IN A CLEARLY VISIBLE CONDITION.

LEGEND

	PROPERTY LINE		PARKING ROW COUNT
	PROPOSED 6\"/>		ADA PARKING SPACE
	PROPOSED SIDEWALK		PROPOSED LIGHT POLE
	PROPOSED CONCRETE		
	PROPOSED ASPHALT PAVEMENT		
	PROPOSED SUBGRADE AGGREGATE WITH GEOGRID		

SITE DATA

PARCEL SUMMARY	
GROSS SITE AREA:	16.84 AC.
DIVISION AVE. S. R.O.W. AREA:	0.68 AC.
PROPOSED PARCEL SPLIT:	3.97 AC.
NET SITE AREA:	12.19 AC.
EXISTING ZONING: RL-10, RL-14	
PROPOSED ZONING: PUD	
BUILDING DATA	
NUMBER OF UNITS:	125 UNITS (97X 2 BEDROOM, 121 3-BEDROOM, 4 1-BEDROOM)
HEIGHT:	3 STORIES (33 FT.)
FLOOR AREA:	46,035 SF (138,105 TOTAL)
SITE DENSITY:	10.25 D.U./AC.
SITE DENSITY BEFORE DONATION:	7.73 D.U./AC.
STANDARD PARKING DATA	
REQUIRED PARKING: 125 UNITS + 1.5 SPACES PER UNIT = 188 SPACES	
PROPOSED PARKING:	
TYP.	PROPOSED
STANDARD	115 SPACES
GARAGE	40 SPACES
LAND BANKED	33 SPACES
TOTAL	188 SPACES
PROPOSED RATIO WITH LAND BANKED SPACES:	
188 SPACES/125 UNITS = 1.50 SPACES/UNIT	
PROPOSED RATIO WITHOUT LAND BANKED SPACES:	
155 SPACES/125 UNITS = 1.24 SPACES/UNIT	
ACCESSIBLE PARKING DATA	
TYP.	PROPOSED
STANDARD	6 SPACES
GARAGE	6 SPACES
LAND BANKED	6 SPACES PER 151-200 TOTAL SPACES

NOT FOR CONSTRUCTION

311

Know what's below.

Call before you dig.

THE LOCATION OF UTILITIES, UNDERGROUND STRUCTURES AND WORK IS AN INDICATIVE ONLY. CONTRACTORS SHALL VERIFY THE LOCATION OF ALL UTILITIES, UNDERGROUND STRUCTURES AND WORK BEFORE ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES, UNDERGROUND STRUCTURES AND WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES, UNDERGROUND STRUCTURES AND WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES, UNDERGROUND STRUCTURES AND WORK.

ATWELL

248.447.2000

SECTION 18

TOWN 5 NORTH, RANGE 11 WEST

GAINES TOWNSHIP

KENT COUNTY, MICHIGAN

CLOVER DEVELOPMENT

CLOVER SENIOR HOUSING

FINAL SITE PLAN

LAYOUT PLAN

DATE

AUG. 24, 2020

REVISIONS

0 25 50

SCALE: 1" = 50 FEET

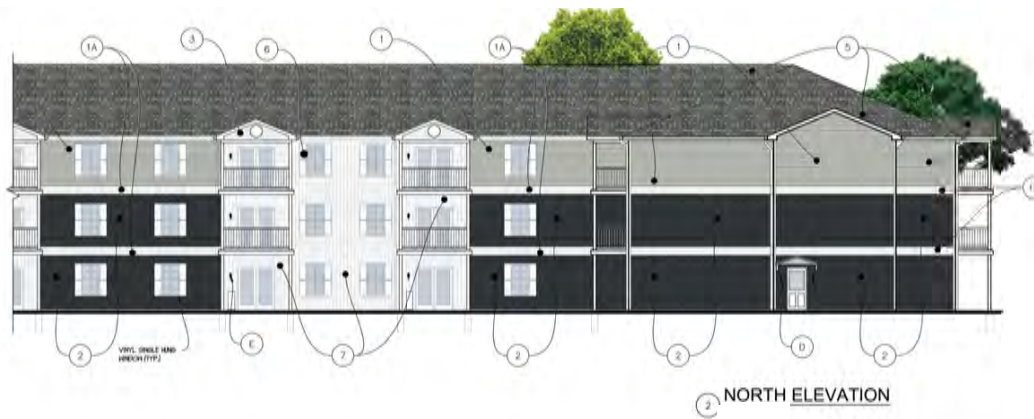
DRAWN BY: JKB

CHECKED BY: AK

JOB #: 19003730

FILE CODE: -

SHEET NO. 3



LEGEND - EXTERIOR MATERIALS	
1	24" VINT. SIDING MANUFACTURED, HEATHERBARK SERIES, EXTERIOR PORTFOLIO COLOR: VINT. HRP
2	24" VINT. SIDING MANUFACTURED, HEATHERBARK SERIES, EXTERIOR PORTFOLIO COLOR: HRP
3	24" VINT. SIDING MANUFACTURED, HEATHERBARK SERIES, EXTERIOR PORTFOLIO COLOR: BROWNLINE
4	VINT. SIDING - CEDAR SHINGLES MANUFACTURED, HEATHERBARK SERIES, EXTERIOR PORTFOLIO COLOR: HRP
FINISH NOTES:	
1 - ALL VERTICAL VINT. SIDING MATERIALS SHOULD BE ASIDE OF EQUAL COLOR OR FINISH	
2 - ALL HORIZONTAL VINT. SIDING MATERIALS SHOULD BE ASIDE OF EQUAL COLOR OR FINISH	
5	HIGH VENTILATION MANUFACTURED, HEATHERBARK SERIES, VENTILATION SYSTEM COLOR: PLUMB (RED)
6	MANUFACTURED, HEATHERBARK SERIES, VENTILATION SYSTEM COLOR: PLUMB (RED)
7	MANUFACTURED, HEATHERBARK SERIES, VENTILATION SYSTEM COLOR: PLUMB (RED)
8	MANUFACTURED, HEATHERBARK SERIES, VENTILATION SYSTEM COLOR: PLUMB (RED)
9	MANUFACTURED, HEATHERBARK SERIES, VENTILATION SYSTEM COLOR: PLUMB (RED)
10	MANUFACTURED, HEATHERBARK SERIES, VENTILATION SYSTEM COLOR: PLUMB (RED)
11	MANUFACTURED, HEATHERBARK SERIES, VENTILATION SYSTEM COLOR: PLUMB (RED)
12	MANUFACTURED, HEATHERBARK SERIES, VENTILATION SYSTEM COLOR: PLUMB (RED)
13	MANUFACTURED, HEATHERBARK SERIES, VENTILATION SYSTEM COLOR: PLUMB (RED)
14	MANUFACTURED, HEATHERBARK SERIES, VENTILATION SYSTEM COLOR: PLUMB (RED)
LEGEND - LIGHT FIXTURES	
1	FIXTURE D - HARTFORD DAY - 48000-05 COLOR: BLACK
2	FIXTURE D - HARTFORD DAY - 48000-05 COLOR: BLACK
3	FIXTURE D - HARTFORD DAY - 48000-05 COLOR: BLACK
4	FIXTURE D - HARTFORD DAY - 48000-05 COLOR: BLACK

GAINES TOWNSHIP SENIOR HOUSING

GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

#220023
06/10/2020



© 2020 MUSSACHIO ARCHITECTS P.C.

**CHARTER TOWNSHIP OF GAINES
COUNTY OF KENT, MICHIGAN
Ordinance No. 2021-**

**AN ORDINANCE TO AMEND THE "ZONING ORDINANCE OF GAINES CHARTER TOWNSHIP" AS PROVIDED FOR IN CHAPTERS 10 AND 27 THEREOF
BY AMENDING THE GAINES CHARTER TOWNSHIP ZONING ORDINANCE AND ZONING MAP FOR THE PLANNED UNIT DEVELOPMENT KNOWN AS "CLOVER SENIOR HOUSING PLANNED UNIT DEVELOPMENT." THE PLANNED UNIT DEVELOPMENT WILL CONSIST OF A THREE STORY, 125-UNIT APARTMENT BUILDING.**

THE CHARTER TOWNSHIP OF GAINES ORDAINS:

Section 1. PUD Final Development Plan.

The Zoning Ordinance of the Charter Township of Gaines as amended is hereby amended by rezoning the following described property from RL-10 Residential to the Clover Senior Housing Planned Unit Development:

LAND SITUATED IN THE TOWNSHIP OF GAINES, COUNTY OF KENT, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTH ONE-HALF OF NORTH FORTY ACRES OF WEST FRACTIONAL ONE-HALF OF SOUTHWEST FRACTIONAL ONE-QUARTER OF SECTION LYING EAST OF THE CENTER LINE OF DIVISION AVENUE ROAD (SO-CALLED) (EXCEPTING AND RESERVING THEREFROM COMMENCING AT THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST 340.85 FEET; THENCE SOUTH NINE RODS; THENCE WEST TO CENTER LINE OF DIVISION AVENUE ROAD AND THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROAD TO BEGINNING) BEING IN SECTION 18, TOWN 5 NORTH, RANGE 11 WEST.

Section 2. Authorized Use and Site Development Stipulations.

The authorized use of the property is a 125-unit apartment building for residents 55+ years of age, as indicated on the final site plan having a last revised date of August 24, 2020, and shall be further limited by the depictions presented on the final site plans, the conditions contained in the Township Board Resolution 2021-___ and the attachments thereto, which are incorporated by reference herein.

Section 3. Records.

All approval materials as provided under Section 10.11 shall be kept on file and may be inspected at the offices of Gaines Charter Township.

Section 4. Scope of approval.

In no other respects not specifically stated in the resolution of approval, referenced herein or represented on the approved final site plan, shall any other provisions of the Zoning Ordinance of the Charter Township of Gaines be changed.

Section 5. Findings.

For the relevant findings of fact and details, please see Resolution No. 2021- .

Section 6. Effective Date.

The ordinance shall become effective seven (7) days after publication or of the publication of a summary and notice of its adoption.

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

AYES:

NAYS:

ABSENT:

ORDINANCE DECLARED ADOPTED.

Rob DeWard, Supervisor
Charter Township of Gaines

Michael Brew, Clerk
Charter Township of Gaines

CERTIFICATE OF TOWNSHIP CLERK

I hereby certify that the foregoing is a true and complete copy of an Ordinance introduced by the Township Board of the Charter Township of Gaines, County of Kent, State of Michigan at a meeting held on , 2021 and adopted by the Township Board of the Charter Township of Gaines, County of Kent, State of Michigan, at a meeting held on , 2021. I further certify that public notice of said meetings were given pursuant to the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

I further certify that said Ordinance has been recorded in the Ordinance Book of the Township and such recording has been authenticated by the signatures of the Supervisor and the Township Clerk.

Michael Brew, Clerk
Charter Township of Gaines

CHARTER TOWNSHIP OF GAINES COUNTY OF KENT, MICHIGAN

RESOLUTION NO. 2021-

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a meeting held on , 2021, at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

Members Present:

Member Absent:

The following Resolution was offered for adoption by Member and supported by Member to document the findings and decision by the Gaines Charter Board of Trustees regarding a request made by Clover Communities Gaines Township, LLC, for a rezoning to Planned Unit Development ("PUD") and a final site plan for the PUD to allow for a 125-unit senior apartment building.

STATEMENT OF FINDINGS

Section I General Background:

1. The applicant seeks approval for a PUD rezoning and final site plan for a three-story, 125-unit apartment building. The apartments will be market rate, including one- and two-bedroom units, and will be restricted to residents 55+ in age.
2. The land is legally described as:

LAND SITUATED IN THE TOWNSHIP OF GAINES, COUNTY OF KENT, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTH ONE-HALF OF NORTH FORTY ACRES OF WEST FRACTIONAL ONE-HALF OF SOUTHWEST FRACTIONAL ONE-QUARTER OF SECTION LYING EAST OF THE CENTER LINE OF DIVISION AVENUE ROAD (SO-CALLED) (EXCEPTING AND RESERVING THEREFROM COMMENCING AT THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST 340.85 FEET; THENCE SOUTH NINE RODS; THENCE WEST TO CENTER LINE OF DIVISION AVENUE ROAD AND THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROAD TO BEGINNING) BEING IN SECTION 18, TOWN 5 NORTH, RANGE 11 WEST.

3. The Planning Commission held the official public hearing on the PUD project on September 24, 2020, and Staff was directed to prepare a resolution in support of the PUD rezoning and final site plan.

4. The Planning Commission approved Resolution 20-10-22 PC on October 22, 2020, recommending approval of PUD rezoning and the final site plan, last revised August 24, 2020, 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 presentation at the public hearing, Township Staff’s recommendation, and the Planning Commission’s recommendation, Gaines Charter Township Board hereby adopts the following findings based on Section 11.1 Planned Unit Development General Review Standards:

- A. Consistency with Master Plan and Zoning Ordinance: The Planned Unit Development must further the goals and objectives of the Township Master Plan and must be consistent with it. It must also be consistent with the intent and purpose of this Zoning Ordinance.***

Meets standard. The future land use map designates this parcel as Mixed Use or MX District, one of four such designations throughout Gaines Township. The project incorporates sidewalks where none exist currently, provides accessibility to new gathering spaces (albeit private ones), and creates population density that will potentially create a pedestrian environment if sidewalks are completed on adjacent properties and if commercial destinations are built at the intersection of Division and 84th.

- B. Aesthetics: The Planned Unit Development must be aesthetically pleasing and be an integrated development with respect to building facades, building materials, landscape and berming, noise and visual screening mechanisms, and signs. It should contribute to creating a distinctive attractive community with a strong sense of place.***

Meets standard. The proposed apartment building façades and materials, overall layout, landscaping, and screening are standard for this type of development and are anticipated to meet current zoning requirements. Concerning architecture, the Master Plan states, “both traditional and contemporary designs may be suitable for various locations within the study area.” The building facades exhibit a mix of materials, including stone detail elements and varied colors of vinyl siding, which has been arrayed both horizontally and vertically for visual interest.

- C. Compatibility with Adjacent Uses: The Planned Unit Development must be compatible with surrounding uses. Efforts must be made to reduce any adverse effects on surrounding uses.***

Meets standard. The surrounding uses are predominantly residential, public (Brewer Park), and commercial. Although the density of the proposed apartment building is higher than typical for the area, it is not detrimental to the surrounding uses.

- D. Density: The density requirements of the proposed Planned Unit Development shall be based on the underlying land use district in the Master Plan. The Township Board, upon recommendation of the Planning Commission, may vary the density requirements if doing so would result in a development that better achieves the intent of the Master Plan.***

Meets standard. The project consists of 125 units on 16.84 acres, which is a density of approximately seven- and one-half units per acre. Considering the proposed donation of four acres of land to Kent County, the resulting density would be just under 10 units per acre. The Master Plan recommends a mid-range density (8-10 units per acre) for mixed-use projects, and the proposed density for the project falls within the specified range.

- E. *Traffic: The Planned Unit Development shall be designed to minimize the effect of traffic generated by the proposed development on surrounding uses. Consideration should be given to: 1. The amount and type of traffic generated by the proposed project and capacity of existing and proposed streets to safely absorb that additional traffic. 2. Whether the streets and pedestrian walkways within each project are designed to facilitate safe pedestrian and vehicular traffic flow patterns. 3. All points of ingress and egress to the project shall be located and designed to maximize safety.***

Meets standard. Access to the site is via Division Avenue. Based on a review of traffic generation data, the average projected daily trips on weekdays is 430 trips per day, and weekends from 326 to 355 trips per day. The traffic generation per unit for senior adult housing is approximately one-third of what it would be for single-family detached dwellings. As such, the traffic generation of a 125-unit apartment complex is comparable to a 45-lot residential subdivision. While the driveway is aligned with a driveway across the street, the final placement is subject to approval by the Kent County Road Commission.

The creation of the Brewer Park driveway along the south edge of the property will likely increase traffic turning in and out of the entry. However, this would serve as a secondary entry to the park and is unlikely to generate large volumes of traffic.

- F. *Protection of Natural Environment: Each project shall be designed to minimize adverse effects on the environment. Special emphasis shall be placed on maintaining the quality of air, soils, groundwater, streams, wetlands, and rivers.***

Meets standard. The wetlands on the eastern quarter of the property are downslope and are sufficiently buffered from impact. Further, the applicant intends to donate this area to Kent County Parks, which will preserve it in perpetuity. The applicant has defined grading limits on the grading plan, which will help preserve as much vegetation as possible to the north and south sides of the development area to provide vegetative buffers between abutting properties.

- G. *Schools: Whether a project can be served by existing schools and school related facilities and the impact upon schools if the property is developed in accordance with the Planned Unit Development plans or in accordance with the conventional zoning district requirements shall both be considered. In addition, streets and pedestrian walkways shall be designed and located in any project to facilitate the ability of students to make the best and safest use of existing schools and school related facilities.***

Meets standard. The proposed multi-family building is restricted to adults 55 years of age and older. As such, there will be no young families or school-aged children and no resulting impact on the school system

- 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. Each project shall be designed and located so as to facilitate use of, access to, or the logical expansion or extension of existing facilities in order to minimize any adverse financial or other impact upon the Township and to promote public health and safety.*

Meets standard. The applicant will be responsible for utility connection fees and construction costs. It is acknowledged that there may be more calls for emergency services based on the emergency call systems incorporated into each room. However, the development is not an assisted living or dependent care facility but a 55+ age-restricted community.

- I. Water, Sewer, and Drainage Systems:** *A Planned Unit Development shall be served by a public or private water and sanitary sewer systems. The Kent County Health Department and/or the Township Engineer must approve the systems. A PUD shall also have a drainage system for surface water run-off which the Kent County Drain Commission and / or the Township Engineer must approve.*

Meets standard. Water lines will connect to a 16-inch water main along Division Avenue to the north and south of the property frontage and will allow for hydrant placement around the building and public water service. A six-inch sanitary line will connect to the existing sanitary sewer line that falls within an easement along the east end of the property. Stormwater will be conveyed to the east side of the site and treated within a detention basin before reaching an outlet near the northeast wetland area. The Township Engineer has reviewed the final plans and has provided comments in correspondence dated September 17, 2020. Township Engineer approval will be required for all site development.

- J. Open Space:** *The Planning Commission and Township Board should consider whether the PUD permanently preserves significant amounts of open space or significant natural features. The Township Board may require, upon recommendation of the Planning Commission, that natural amenities such as, but not limited to, ravines, rock outcrops, wooded areas, tree or shrub specimens, unique wildlife habitat, ponds, streams, and wetlands be preserved as part of the open space system.*

Meets standard. As stated in Standard F, the eastern portion of the site (four acres) will be donated to Kent County Parks to be used as public open space. Vegetation along the north and south side property lines will be preserved where they fall outside of areas that need to be cleared for construction activities. Preservation of significant trees to preserve wildlife habitat and enhance aesthetics will be emphasized in preserved areas. The most environmentally sensitive component of the site, the regulated wetlands and creek at the bottom of the hill on the eastern end of the property, will not be disturbed.

- K. Non-Motorized Transportation Network:** *Projects within an identified trail network corridor may be required to construct a portion of the trail.*

Meets standard. The subject property is identified on the 2010 Nonmotorized Transportation Plan Phase Map as the location for a trail project planned for 2020 to 2030. The establishment of the Brewer Park driveway and walkway will serve as a multi-modal access from Division Avenue to the trail network in Brewer Park.

Section III Site Plan Review Standards:

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

- A. *Adequacy of Information: Whether the required information has been furnished in sufficiently complete and understandable form so as to allow an accurate description of the proposed use(s) and structure(s) in terms of density, location, area, height, bulk, placement, setbacks, performance characteristics, parking, and traffic circulation.*

Meets standard. The application is determined to be in a complete format for review and action.

- B. *Compliance with Township Master Plan: The site plan must comply with the Township Master Plan and its goals and objectives and any secondary plans that may have been adopted by the Township for the area containing the site.*

Meets standard. While not a mixed-use development, the project is generally consistent with land use and design considerations of the Master Plan.

- C. *Compliance with all Township Ordinances and Other Laws: The site plan must comply with the standards of this Ordinance and all other applicable Township ordinances, as well as all county, state, and federal regulations and laws.*

Condition recommended. The applicant is required to secure all applicable Township department and outside agency approvals prior to site development, including Township Engineering/BGUA, Fire Department, Kent County Road Commission, and Kent County Drain Commission.

- D. *Configuration of Uses: Whether there are ways in which the configuration of uses and structures could be changed that would improve the effect of the development on adjoining and nearby properties, persons, activities, and on the community, while allowing reasonable use of the property within the scope of district regulations and other regulations of this Ordinance that are applicable to the property and the proposed use and structures.*

Meets standard. The proposed site development will be consistent with the character of the area.

- E. *Preservation of Natural Features: The landscape, natural features, and topography shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and alteration of natural features, and any grade changes shall be in keeping with the general appearance of neighboring developed areas.*

Meets standard. As stated earlier in this resolution, the eastern portion of the site (four acres) will be donated to Kent County Parks to be used as public open space. Vegetation along the north and

south side property lines will be preserved where they fall outside of areas that need to be cleared for construction activities.

Preservation of significant trees to preserve wildlife habitat and enhance aesthetics will be emphasized in preserved areas. The most environmentally sensitive component of the site, the regulated wetlands and creek at the bottom of the hill on the eastern end of the property, will not be disturbed.

- F. Privacy: The site design must provide reasonable visual and sound screening and privacy for dwelling units on the site and on adjacent properties using fences, buffers, berms, and other measures, as appropriate.*

Meets standard. Natural vegetation and increased setbacks will ensure that privacy is maintained, and the project will fit sensitively within the community.

- G. Safety: Buildings and uses shall be arranged and designed to provide emergency vehicle access. Site plans shall conform to all applicable fire codes.*

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: The site design shall provide safe, convenient, and well defined vehicular and pedestrian circulation within and to/from the site. Access to/from the site shall be designed to minimize conflicts with traffic on adjacent streets. Shared curb cuts and service drives shall be utilized as necessary to reduce traffic conflicts and improve the functionality of the site.*

Meets standard. The plan allows for shared access to Brewer Park and internal drive aisle circulation around the entire apartment building.

- I. Pedestrian Circulation: The site plan shall provide a pedestrian circulation system that is insulated as completely as is reasonably possible from the vehicular circulation system for safety and convenience.*

Meets standard. The final site plan includes sidewalks along Division Avenue, internal to the site, and extending from Division Avenue to Brewer Park.

- J. Drainage: Site plans shall conform with the Kent County Drain Commission's surface water drainage standards and to the Township Stormwater Ordinance (and other applicable Township ordinances) with special attention given to proper site drainage so that removal of storm water will not adversely affect neighboring property owners. Stormwater management system and facilities shall preserve the natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible.*

Meets standard. Stormwater will be collected by catch basins throughout the site and will be conveyed to a detention area to the east end of the property. Stormwater and utility plans are subject to review and approval by the Township Engineer.

- K. *Traffic Impact: Measures must be taken to reduce any adverse effects on existing roads, circulation patterns on the roads, or access to the site from the expected volume of traffic to be generated by the proposed use.*

Condition recommended. Traffic generation is not anticipated to be excessive. Permits from the Kent County Road Commission will be required for all work within the public right-of-way.

- L. *Hazardous Materials: Sites which include storage of hazardous materials or waste, fuels, salt, or chemicals shall be designed to prevent spills and discharges of polluting materials to the surface of the ground, groundwater or nearby surface water bodies. Each site shall be designed to meet all applicable state and federal regulations.*

Not applicable.

- M. *Public Health, Safety, or Welfare: The site plan must be adequate to provide for the health, safety, and general welfare of the persons and property on this site and in the neighboring community. The site plan and proposed buildings and uses must be reasonable and promote the goals and intent of this Ordinance. All elements of the site plan shall be designed to take into account the site's topography, the size and type of lot involved, the character of the adjoining properties, and the type and size of buildings. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding properties for uses permitted in this Ordinance. The site plan must be harmonious with and not injurious to existing and projected uses in the immediate area.*

Meets standard. The proposed site development is not anticipated to negatively impact adjacent properties, natural resources, or future development. The project was cooperatively planned through the PUD process to ensure a recognizable public benefit will be achieved.

TOWNSHIP BOARD DECISION

Based on the above, the Gaines Charter Township Board of Trustees hereby adopts Resolution No. 2021- and approves the approves the PUD rezoning and final plan, subject to the applicant successfully securing all applicable Township department and outside agency approvals prior to site development, including: Township Engineering/BGUA, Fire Department, Kent County Road Commission, and Kent County Drain Commission.

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

AYES:
NAYS:
ABSENT:

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Board at a regular meeting held on , 2021.

Respectfully submitted,

Michael Brew, Clerk
Gaines Charter Township

Dated: , 2021

Memo

To: Gaines Charter Township Board of Trustees
From: Dan Wells, Community Development Director
Date: January 11, 2020
Re: Industrial Facilities Tax Request for 6155 East Paris/Mobile Defender

Introduction

The Township has received an application from MD-3990, LLC (Mobile Defenders) for an Industrial Facilities Tax Exemption under Public Act 198, as amended (PA 198). The request is for a 12-year tax exemption that would abate local real property tax for 12 years and personal property tax for 6 years by 50%, and they intend to apply for and they intend to apply for an abatement from the State for an additional 6 mills of the State Education Tax. The first step in the process is for the Township Board to consider whether to establish an Industrial Development District for a new facility. If this is approved, the company would then be able to apply for a tax exemption certificate.



The applicant received site plan approval by the Planning Commission on December 17, 2020 for a proposed 89,430 square foot building and associated site improvements. The proposed uses include general office space, electronic device servicing and warehousing. The estimated investment includes approximately \$5.1 million in construction and they plan to hire approximately 30 employees over the next five years with average salary of ca. \$50,000 annually.

Analysis

Township staff including the Assessor, Treasurer and Community Development Director have reviewed the application to determine conformance with PA 198 and the Gaines Charter Township PA 198 Property Tax Abatement Policy (attached). In addition, the application was reviewed by legal counsel for conformance with PA 198 (see that analysis, attached).

Per the Gaines Charter Township Policy;

- 1. Commencement of Process; Filing of Application; Definitions**
They have filed form 1012, and a map of the proposed district with legal description as required.
- 2. Site Plan Approval before Considering Establishment of a District**
The Mobile Defenders site plan for 6155 East Paris SE was reviewed and approved by the planning commission on December 17, 2020.
- 3. Establishment and Boundary of a District;**
A district would include the entire property, and a future certificate would apply to the specific building envelope.
- 4. Limit on Term of District**
The applicant has requested a 12-year abatement. The Board has the option to limit the term of the abatement if they desire.
- 5. Maximum Term of Tax Abatement**
The maximum term could be 12 years real property, 6 years personal property based on \$1m+ investment.
- 6. Minimum Amount of Investment**
The minimum amount of investment under the policy is \$100,000 so they meet this requirement.
- 7. No Extension of Term**
If granted the full 12-year term, no abatement term extensions could be granted.
- 8. No Speculative Buildings**
The building is proposed to be built for the applicant, so it isn't speculative.
- 9. Transfer of Certificates**
The current site plan approval is for a single-user building, but the applicant may not transfer a certificate to a sublease if they lease space without Township approval.
- 10. Application Fee**
A \$2,000 application fee has been paid. Based on the proposed investment amount they will

not likely meet the fee threshold of “(b) two percent (2%) of the total property taxes abated under Act 198 for the term of years that the IFT Certificate is in effect”.

11. Fee Affidavit

A fee affidavit must be attached to an application that states that no payment of any kind in excess of the fee allowed by Section 5(3) of Act 198 has been made or promised in exchange for favorable consideration of the application. This will be done after board consideration, if approved for a public hearing.

12. Agreement

The approval of an application shall be subject to the execution of a Tax Abatement Agreement between the Township and the operator of the facility outlining conditions and recourse to be upheld during the term of the IFT Certificate.

This will be drafted after board consideration, if approved.

13. Revocation of Certificate

This language will be included in the agreement.

14. Variances

The site plan was approved by the Planning Commission without need for zoning variances.

15. Checklist of Procedures

Staff has provided the applicant with the checklist and they have followed the instructions and provided all the info listed on it.

16. Inconsistencies

None are anticipated.

17. Schedule of Hearings

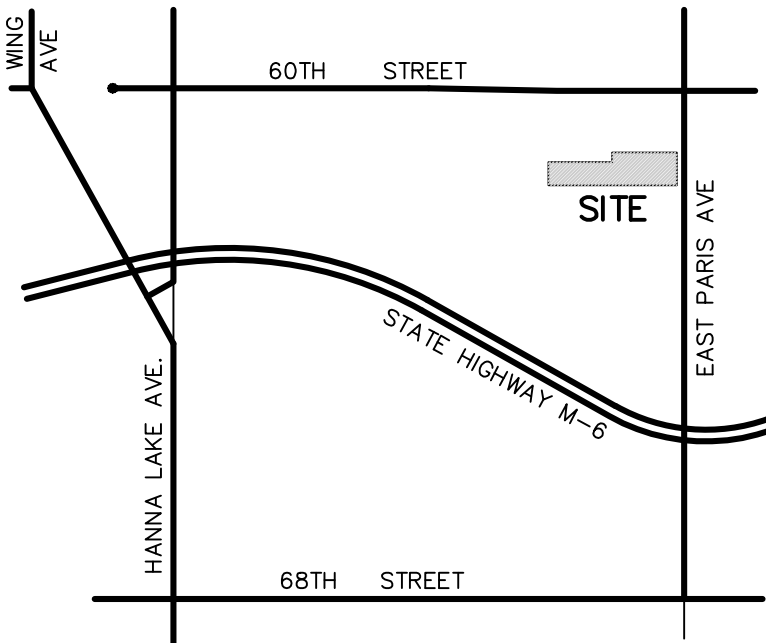
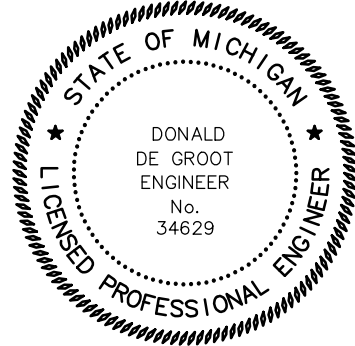
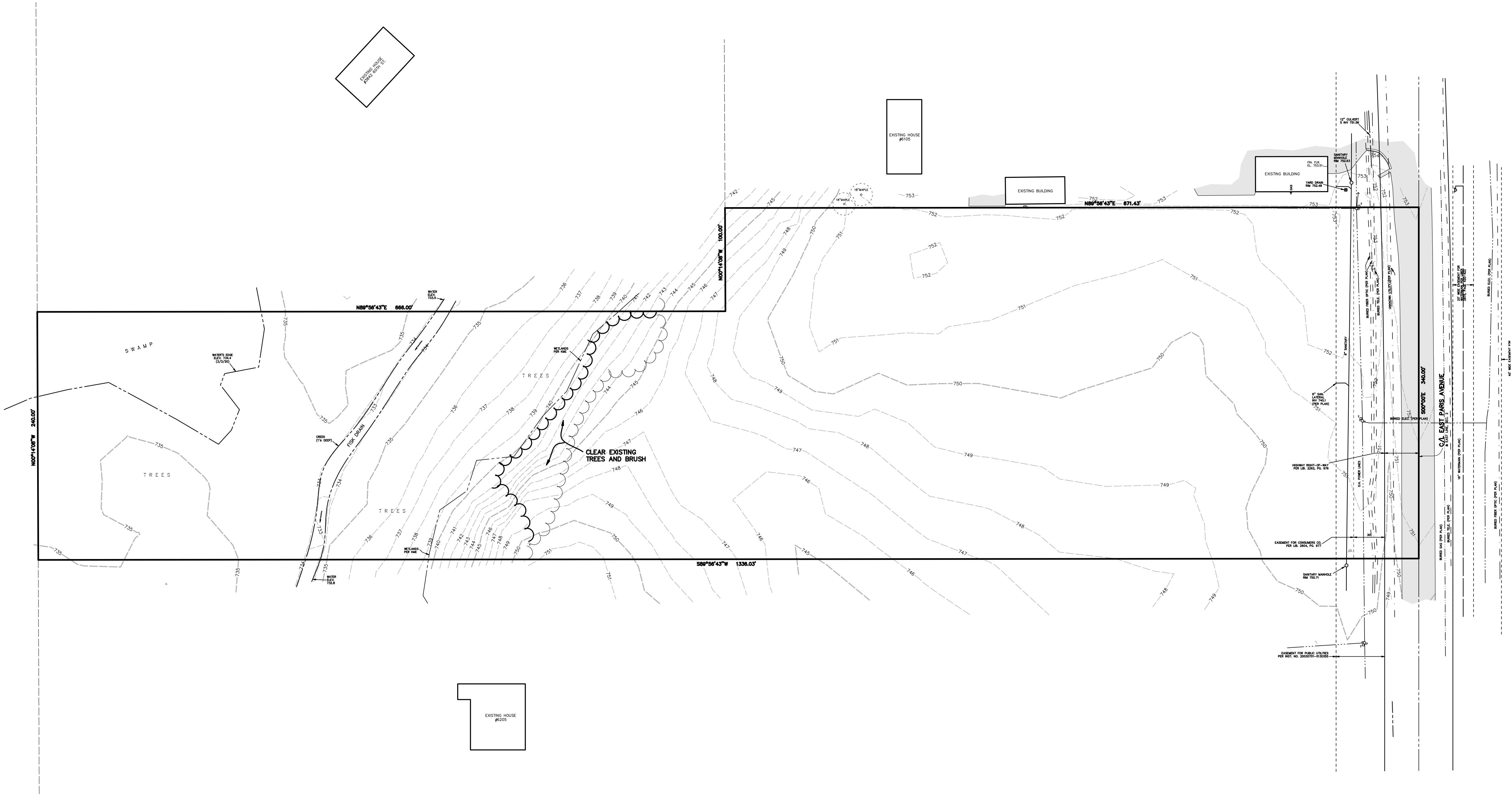
Once the Township Board determines eligibility for the site, either the Supervisor or the Township Board may set a public hearing for consideration of the industrial development district and application for tax abatement.

Recommendations

Based on the analysis of the township counsel, the Board of Trustees must determine whether the applicant meets the definition of a manufacturer per the act. If the Board determines that they meet that definition, they may set a public hearing for consideration to establish an industrial development district.

BENCHMARK ELEV. 754.07 (NAVD88)
TOP OF SE FLANGE BOLT ON HYDRANT, 35'
EAST OF C/L EAST PARIS AVENUE, 50'±
SOUTH OF C/L DRIVE TO HOUSE #6141
(630'± SOUTH OF C/L 60TH STREET)

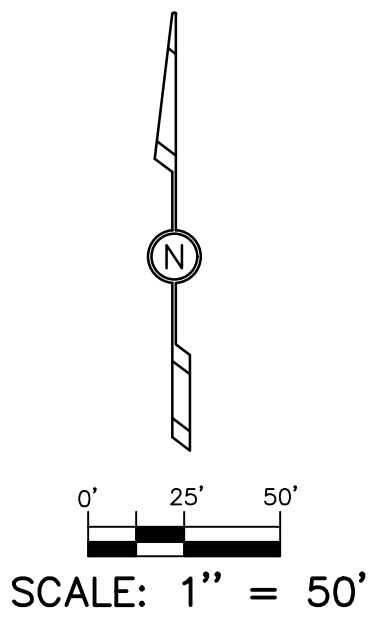
DESCRIPTION per Bell Title Commitment No. 20207247-HA:
THAT PART OF THE EAST 1/2, NE 1/4, OF SECTION 2, T5N R11W, DESCRIBED AS: BEGINNING AT A
POINT ON THE EAST LINE OF SAID NE 1/4, WHICH IS S 00 DEGREES 00' 00"E 650.00 FEET FROM THE NE
CORNER OF SAID SECTION; THENCE S 00 DEGREES 00' E 340.0 FEET; THENCE S 89 DEGREES 56' 43"W
1336.03 FEET TO THE WEST LINE OF THE E 1/2, NE 1/4; THENCE N 00 DEGREES 14' 08"W 240.0 FEET
ALONG SAID WEST LINE; THENCE N 89 DEGREES 56' 43"E 666.0 FEET; THENCE N 00 DEGREES 14' 08"W
100.0 FEET; THENCE N 89 DEGREES 56' 43"E 671.43 FEET TO THE PLACE OF BEGINNING.



LOCATION MAP

LEGEND

- UTILITY POLE & GUY WIRE
- HYDRANT
- CATCH BASIN
- MANHOLE
- TELEPHONE BOX
- BURIED FIBER OPTIC MARKER
- BURIED GAS LINE MARKER
- BURIED TELEPHONE MARKER
- BURIED SANITARY MARKER
- OVERHEAD WIRES

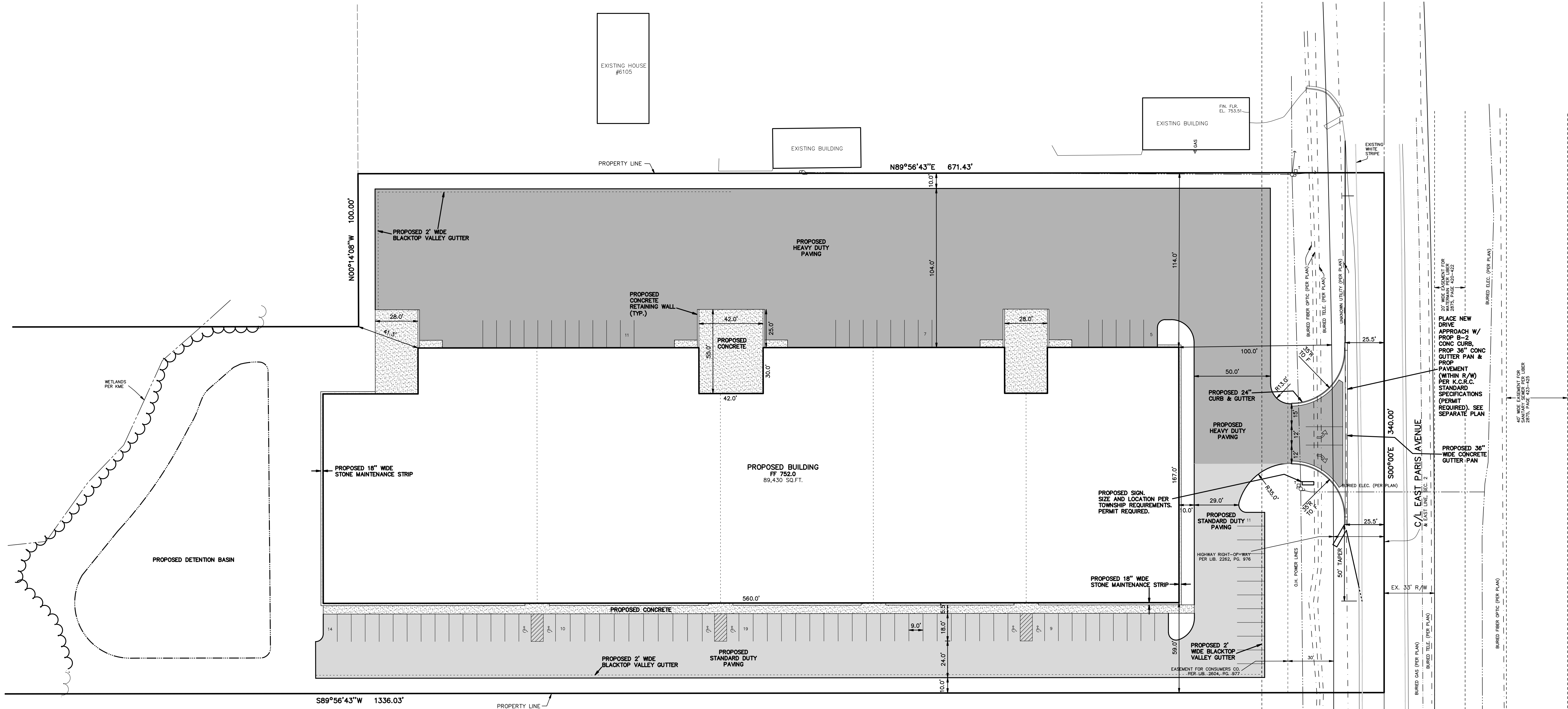


EXISTING CONDITIONS AND DEMOLITION PLAN
6155 EAST PARIS AVENUE

FOR: AJ VENEKLASSEN
ATTN: CHRIS VENEKLASSEN
5000 KENDRICK CT. SE
GRAND RAPIDS, MI 49512
PART OF THE NE 1/4, SECTION 2, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

				
			5282 Clyde Park, S.W. • Grand Rapids, MI 49509 Phone: (616) 531-3660 www.exxelengineering.com	
DRAWN BY:	JSD	PROJ. ENG.:	DDG	SHEET
APPROVED BY:	DDG	PROJ. SURV.:	VAD	1 of 4
FILE NO.:	201207E	DATE:	11/16/2020	
DATE:		REVISION:		
		BY:		

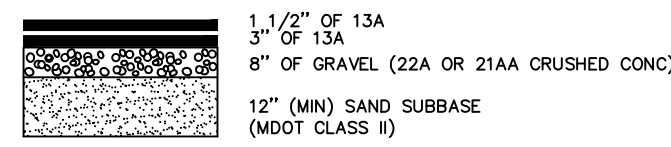
BENCHMARK ELEV. 754.07 (NAVD88)
TOP OF SE FLANGE BOLT ON HYDRANT, 35'
EAST OF C/L EAST PARIS AVENUE, 50'±
SOUTH OF C/L DRIVE TO HOUSE #6141
(630'± SOUTH OF C/L 60TH STREET)



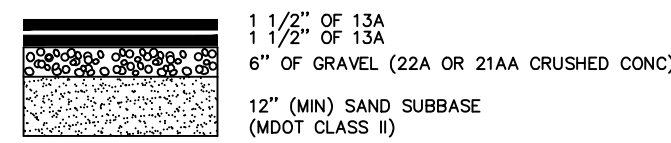
GENERAL NOTES :

- DESCRIPTION per Bell Title Commitment No. 20207247-HA:
THAT PART OF THE EAST 1/2, NE 1/4, OF SECTION 2, T5N R11W, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID NE 1/4, WHICH IS S 00 DEGREES 00' 00" E 650.00 FEET FROM THE NE CORNER OF SAID SECTION; THENCE S 00 DEGREES 00' E 340.0 FEET; THENCE S 89 DEGREES 56' 43" W 1336.03 FEET TO THE WEST LINE OF THE E 1/2, NE 1/4; THENCE N 00 DEGREES 14' 08" W 240.0 FEET ALONG SAID WEST LINE; THENCE N 89 DEGREES 56' 43" E 666.0 FEET; THENCE N 00 DEGREES 14' 08" W 100.0 FEET; THENCE N 89 DEGREES 56' 43" E 671.43 FEET TO THE PLACE OF BEGINNING.
- CURRENT ZONING: I-1 INDUSTRIAL (INCLUDING SURROUNDING PARCELS TO NORTH, SOUTH AND EAST; PARCEL TO WEST IS MULTIFAMILY PUD)
- SETBACKS:
FRONT - 100' ADJACENT TO PRIMARY ARTERIAL STREET
SIDE - 15'
REAR - 25' (50' ADJACENT TO MULTIFAMILY PUD TO WEST)
- REQUIRED PARKING:
 - PROPOSED BUILDING USE IS A COMBINATION OF MANUFACTURING AND WAREHOUSE
 - 1.5 SPACES PER 1000 SQ.FT. OF MANUFACTURING BUILDING (54,000 S.F. / 1000 = 81 SPACES)
 - 1.0 SPACE PER 4000 SQ.FT. OF WAREHOUSE BUILDING (36,000 S.F. / 4000 = 9 SPACES)
 - REQUIRED PARKING SPACES = 90
 - THIS SITE PROVIDES 92 PARKING SPACES AND INCLUDES 6 BARRIER FREE SPACES.
- SIGNAGE, LIGHTING & LANDSCAPING SHALL MEET TOWNSHIP REQUIREMENTS, TO BE DESIGNED BY OTHERS.

BLACKTOP NOTES :
- ASPHALT BINDER PG58-28 FOR STANDARD DUTY PAVING
- RAP LIMITED TO MDOT TIER 1 (0-17% BY WEIGHT) FOR WEARING COURSE
AND MDOT TIER 2 (18-27% BY WEIGHT) FOR LEVELING COURSE
- 1.5A MIX TO HAVE 60% MINIMUM CRUSHED MATERIAL WITH 3% AIR VOIDS
- ASPHALT TO BE COMPACTED TO 94-97% OF THEORETICAL MAXIMUM DENSITY AS DETERMINED BY THE RICE METHOD
- A BOND COAT OF SS-1h EMULSION IS REQUIRED BETWEEN ASPHALT LAYERS AT A RATE OF 0.1 GALLONS/SYD

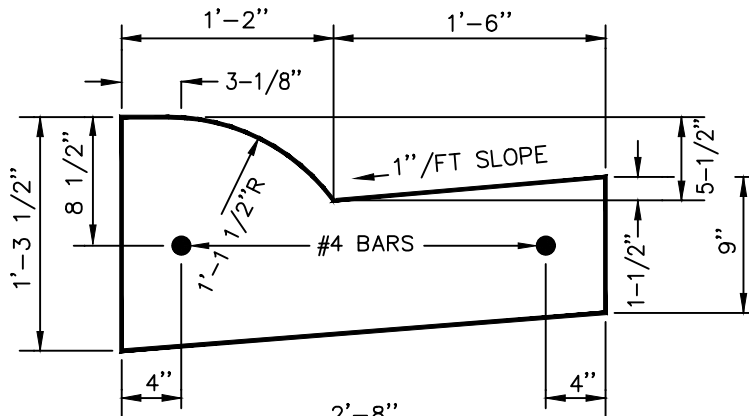


HEAVY DUTY PAVING SECTION

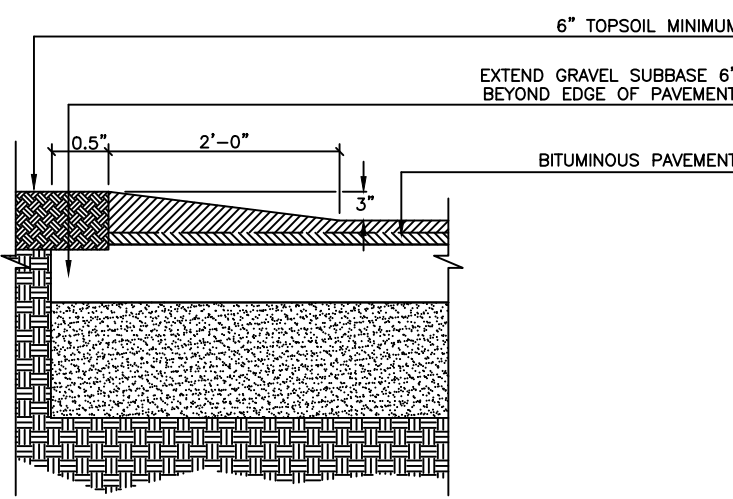


STANDARD DUTY PAVING SECTION
(OUTSIDE OF PUBLIC R/W)

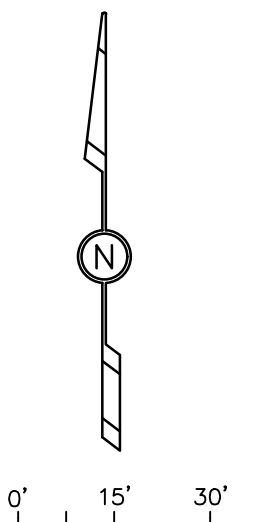
PAVEMENT CROSS SECTIONS TO BE VERIFIED BY SOILS ENGINEER FOLLOWING COMPLETION OF GEOTECHNICAL REPORT



MDOT "B2" CURB DETAIL



BITUMINOUS VALLEY GUTTER



SCALE: 1" = 30'



Know what's below.
Call before you dig.

LEGEND

- UTILITY POLE & GUY WIRE
- HYDRANT
- CATCH BASIN
- MANHOLE
- TELEPHONE BOX
- BURIED FIBER OPTIC MARKER
- BURIED GAS LINE MARKER
- BURIED TELEPHONE MARKER
- BURIED SANITARY MARKER
- OVERHEAD WIRES

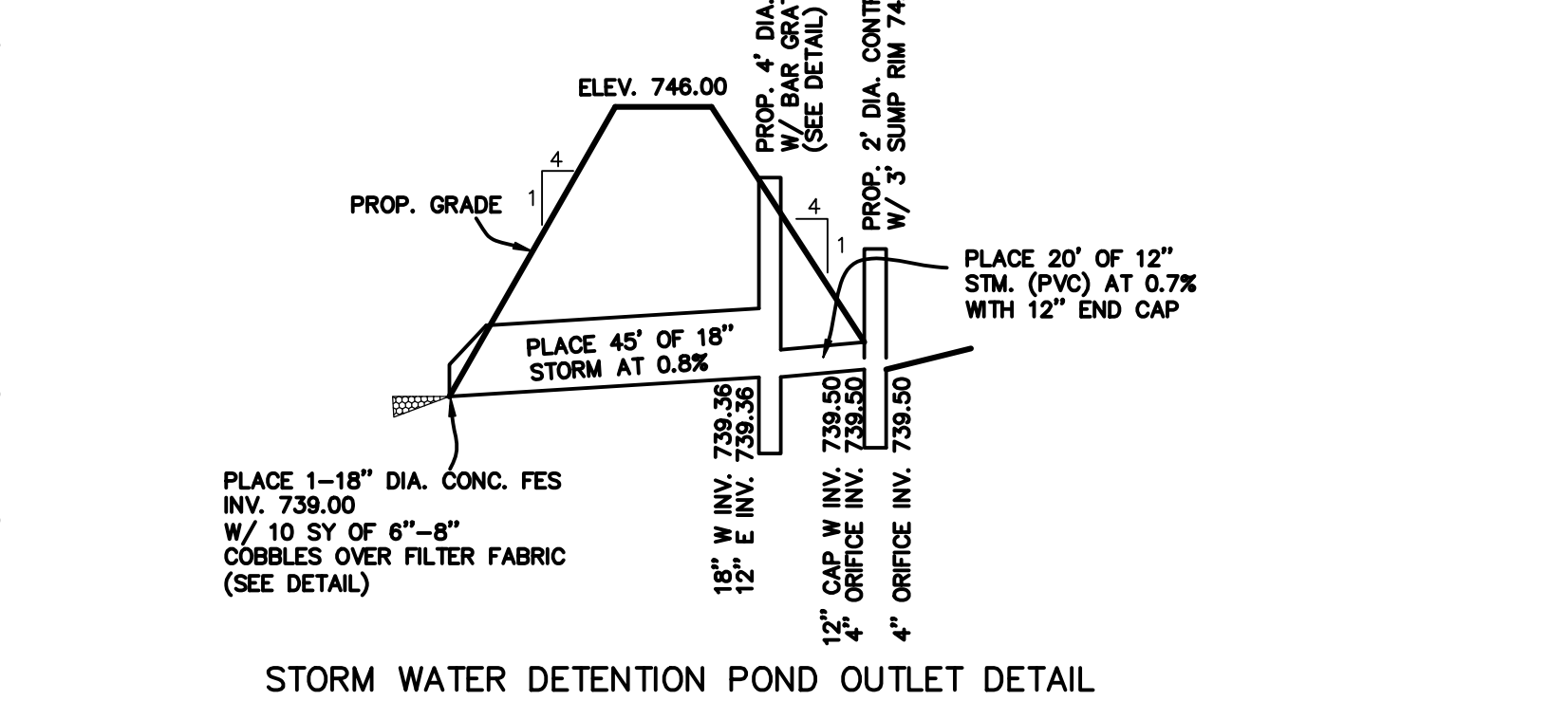
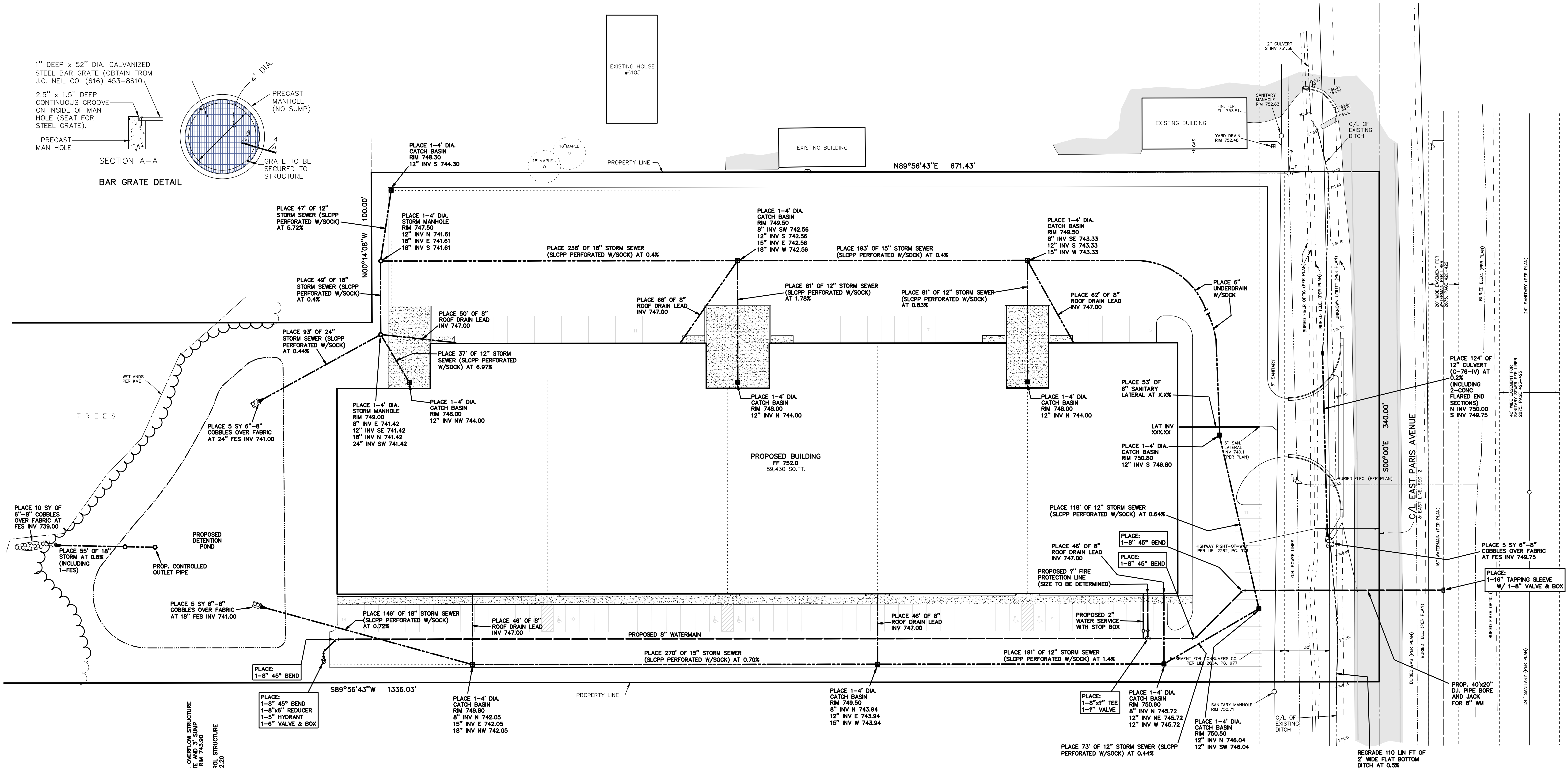
SITE DEVELOPMENT PLAN
6155 EAST PARIS AVENUE

FOR: AJ VENEKLASEN
ATTN: CHRIS VENEKLASEN
5000 KENDRICK CT. SE
GRAND RAPIDS, MI 49512

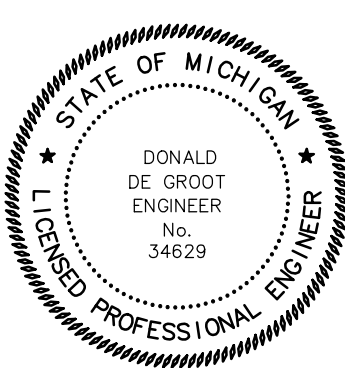
PART OF THE NE 1/4, SECTION 2, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

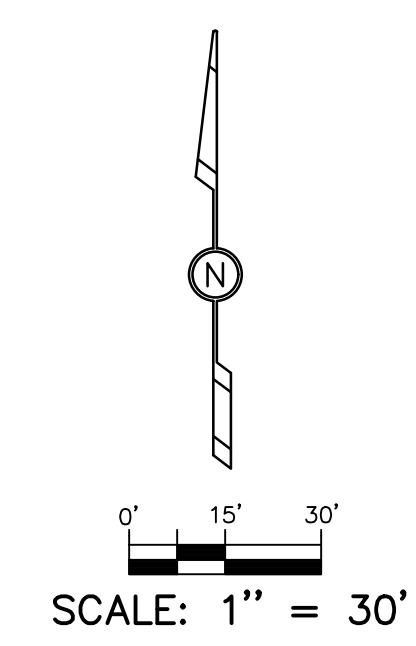
BENCHMARK ELEV. 754.07 (NAVD88)
TOP OF SE FLANGE BOLT ON HYDRANT, 35'
EAST OF C/L EAST PARIS AVENUE, 50'±
SOUTH OF C/L DRIVE TO HOUSE #6141
(630'± SOUTH OF C/L 60TH STREET)



- GENERAL NOTES:
- CATCH BASINS (CB) WITHIN BIT VALLEY GUTTER SHALL BE 4' DIA. + HAVE E.J. NO. 7065 CASTINGS WITH M1 GRATES + 2' SUMPS UNLESS NOTED OTHERWISE.
 - CATCH BASINS (CB) WITHIN PAVED AREAS SHALL BE 4' DIA. + HAVE E.J. NO. 5105 CASTINGS + 2' SUMPS UNLESS NOTED OTHERWISE.
 - STORM MANHOLES (MH) SHALL BE 4' DIA. + HAVE E.J. NO. 1040 CASTINGS WITH TYPE A SOLID COVERS UNLESS OTHERWISE NOTED.
 - YARD DRAINS (YD) SHALL BE 4' DIA. + HAVE E.J. NO. 6488 CASTINGS + 2' SUMPS UNLESS NOTED OTHERWISE.
 - STORM UNDERDRAIN SHALL BE PERFORATED ADS N-12 WITH SOCK OR APPROVED EQUAL.
 - STORM SHALL BE ADS N-12 OR APPROVED EQUAL UNLESS NOTED OTHERWISE.
 - 6" UNDERDRAIN SHALL BE CORRUGATED PLASTIC PIPE WITH SOCK OR APPROVED EQUAL. MAINTAIN 3' MIN COVER WHEN POSSIBLE.
 - ROOF DRAIN SHALL BE PVC SDR-35.
 - FINAL STORM SEWER SIZES TO BE DETERMINED PENDING FINAL DESIGN.



811
Know what's below.
Call before you dig.



- LEGEND
- UTILITY POLE & GUY WIRE
 - HYDRANT
 - CATCH BASIN
 - MANHOLE
 - TELEPHONE BOX
 - BURIED FIBER OPTIC MARKER
 - BURIED GAS LINE MARKER
 - BURIED TELEPHONE MARKER
 - BURIED SANITARY MARKER
 - OVERHEAD WIRES

SITE UTILITY PLAN
6155 EAST PARIS AVENUE
FOR: AJ VENEKLASEN
ATTN: CHRIS VENEKLASEN
5000 KENDRICK CT. SE
GRAND RAPIDS, MI 49512
PART OF THE NE 1/4, SECTION 2, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

exel engineering, inc.
planners • engineers • surveyors
5282 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.excelengineering.com

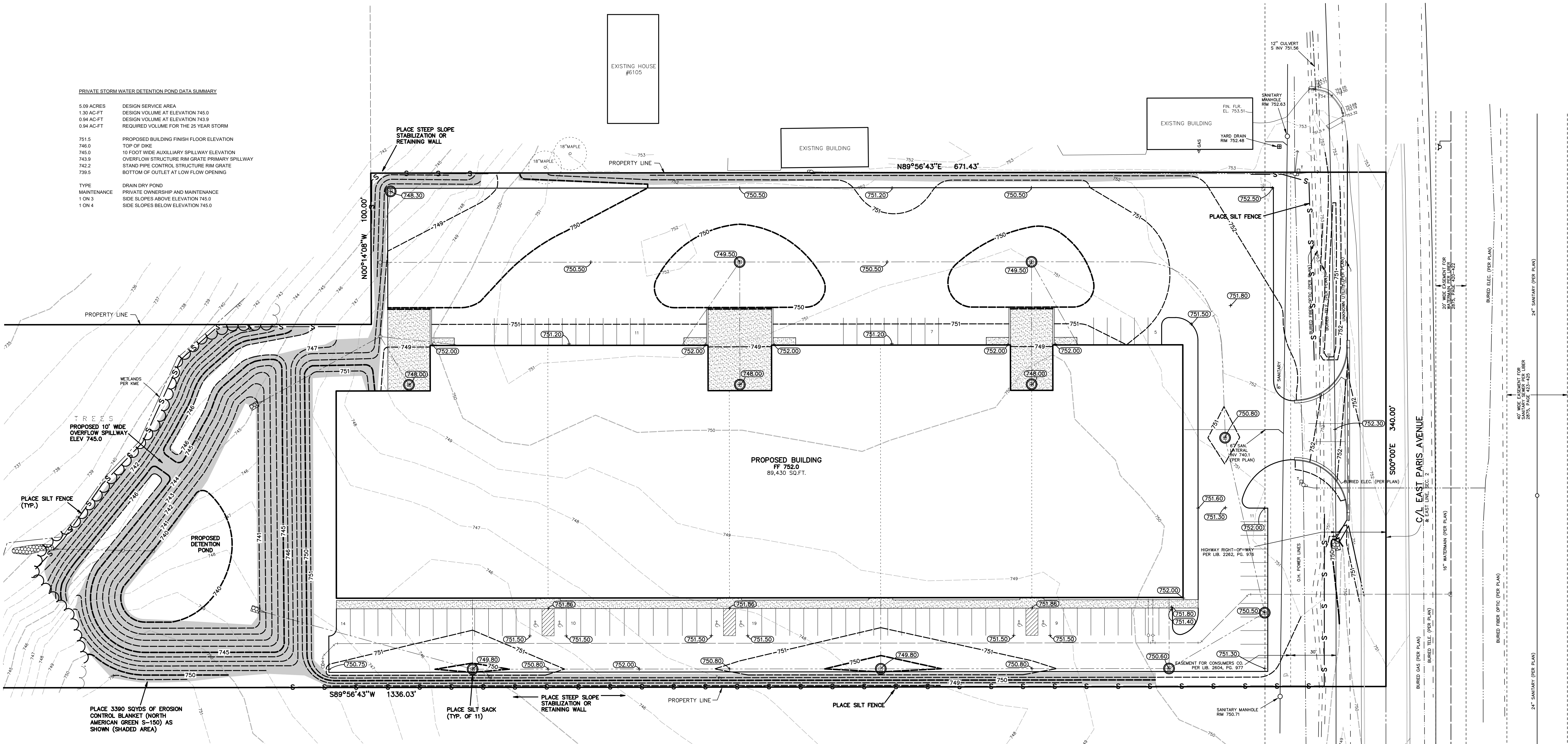
DRAWN BY: JSD
APPROVED BY: DDG
FILE NO.: 201207E
DATE: 11/16/2020

SHEET
3 of 4

BENCHMARK ELEV. 754.07 (NAVD88)
TOP OF SE FLANGE BOLT ON HYDRANT, 35'
EAST OF C/L EAST PARIS AVENUE, 50'±
SOUTH OF C/L DRIVE TO HOUSE #6141
(630'± SOUTH OF C/L 60TH STREET)

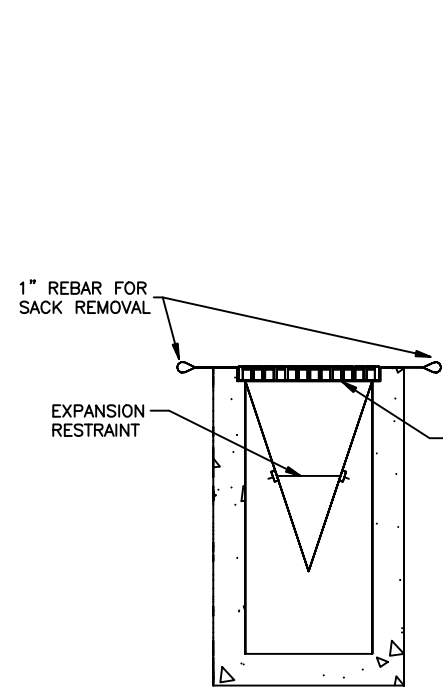
PRIVATE STORM WATER DETENTION POND DATA SUMMARY

5.09 ACRES	DESIGN SERVICE AREA
1.30 AC-FT	DESIGN VOLUME AT ELEVATION 745.0
0.94 AC-FT	DESIGN VOLUME AT ELEVATION 743.9
0.94 AC-FT	REQUIRED VOLUME FOR THE 25 YEAR STORM
751.5	PROPOSED BUILDING FINISH FLOOR ELEVATION
746.0	TOP OF DIKE
745.0	10 FOOT WIDE AUXILIARY SPILLWAY ELEVATION
743.9	OVERFLOW STRUCTURE RIM GRATE PRIMARY SPILLWAY
742.2	STAND PIPE CONTROL STRUCTURE RIM GRATE
739.5	BOTTOM OF OUTLET AT LOW FLOW OPENING
TYPE	DRAIN DRY POND
MAINTENANCE	PRIVATE OWNERSHIP AND MAINTENANCE
1 ON 3	SIDE SLOPES ABOVE ELEVATION 745.0
1 ON 4	SIDE SLOPES BELOW ELEVATION 745.0

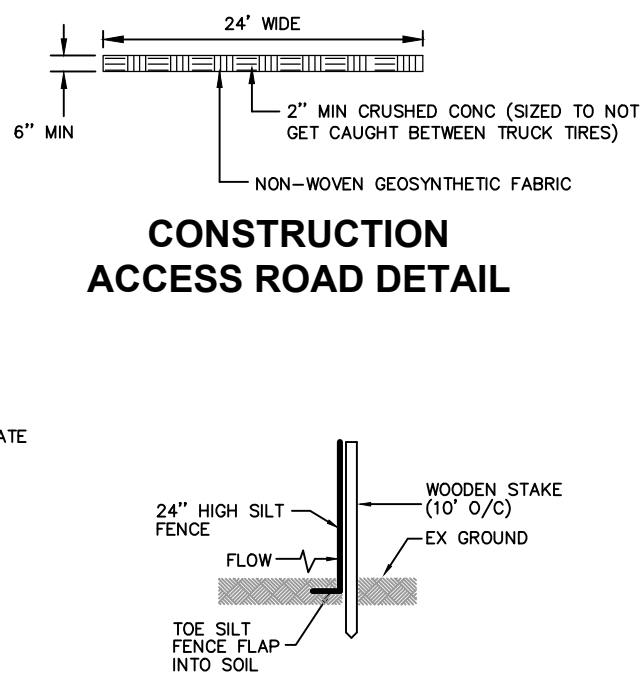


SOIL EROSION CONTROL NOTES:

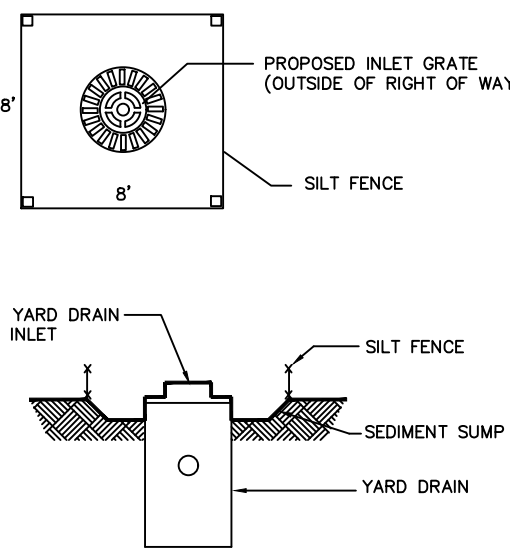
- ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY GRADING. EARTH CHANGE AREA = APPROX. 5.5 ACRES.
- INSPECT & MAINTAIN ALL TEMPORARY SOIL EROSION CONTROLS AFTER EACH SIGNIFICANT RAINFALL EVENT UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED.
- ALL NON PAVED AREAS TO BE TOPSOILED (6" MIN.) & SEEDDED
- PLACE SILT FENCE AS SHOWN ON PLAN & PER DETAIL.
- PROTECT 25 PROPOSED STORM INLETS WITH SILT SACKS AS SHOWN ON PLAN & PER DETAIL & REMOVE WHEN SITE IS STABILIZED.
- PROTECT 2 PROPOSED STORM YARD DRAINS WITH YARD DRAIN PROTECTION AS SHOWN ON PLAN & PER DETAIL & REMOVE WHEN SITE IS STABILIZED.
- CONTRACTOR IS RESPONSIBLE TO SWEEP ANY TRACKING ON PUBLIC STREETS CAUSED BY SITE CONTRACTOR OR HIS SUBCONTRACTORS.



SILT SACK DETAIL



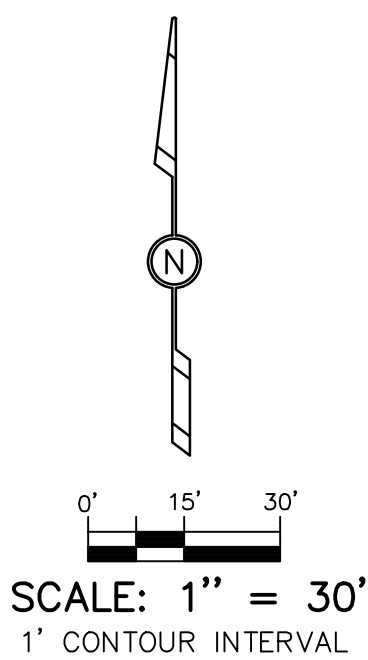
SILT FENCE DETAIL



YARD DRAIN PROTECTION DETAIL



Know what's below.
Call before you dig.



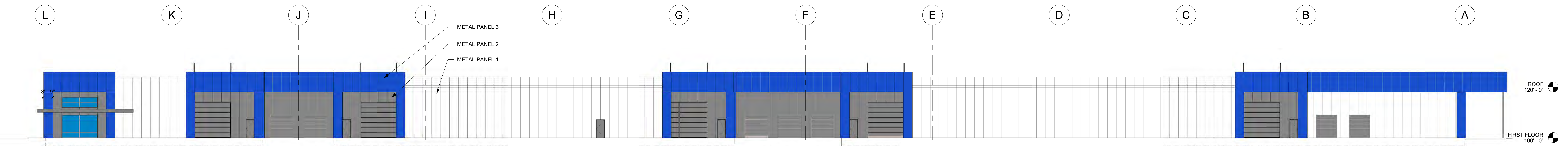
LEGEND

- UTILITY POLE & GUY WIRE
- HYDRANT
- CATCH BASIN
- MANHOLE
- TELEPHONE BOX
- BURIED FIBER OPTIC MARKER
- BURIED GAS LINE MARKER
- BURIED TELEPHONE MARKER
- BURIED SANITARY MARKER
- OVERHEAD WIRES
- PROPOSED CONTOUR
- EXISTING CONTOUR
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- SILT FENCE
- SILT SACK
- YARD DRAIN SUMP

GRADING AND SOIL EROSION CONTROL PLAN
6155 EAST PARIS AVENUE
FOR: AJ VENEKLASEN
ATTN: CHRIS VENEKLASEN
5000 KENDRICK CT. SE
GRAND RAPIDS, MI 49512
PART OF THE NE 1/4, SECTION 2, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

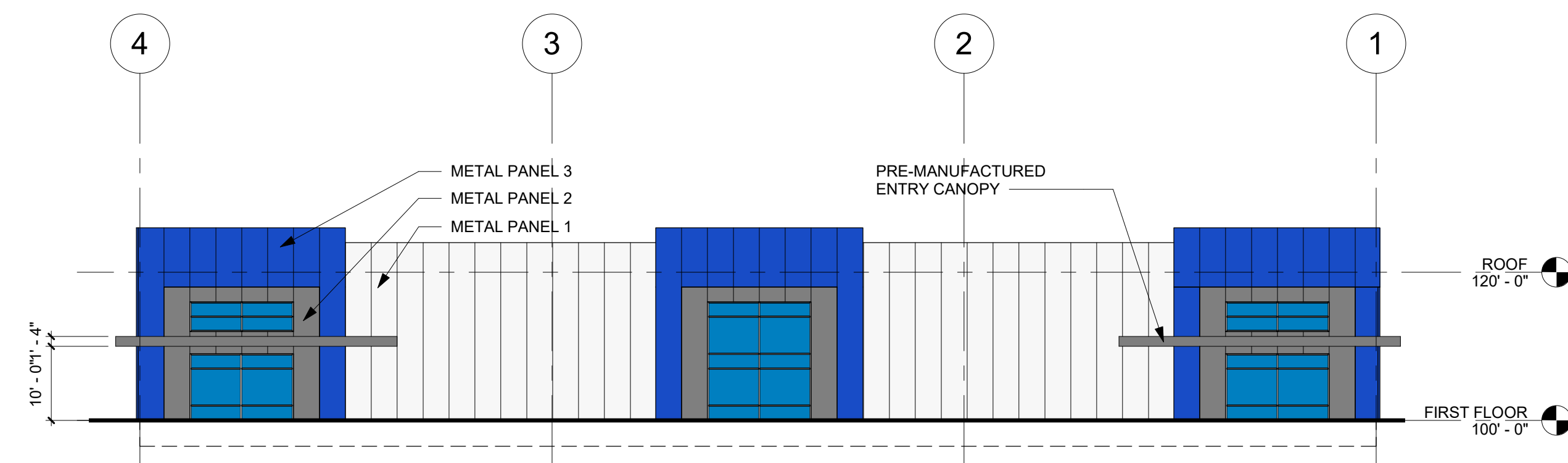
					 excel engineering, inc. planners - engineers - surveyors 5252 Clyde Park, S.W. • Grand Rapids, MI 49509 Phone: (616) 331-3660 www.excelengineering.com





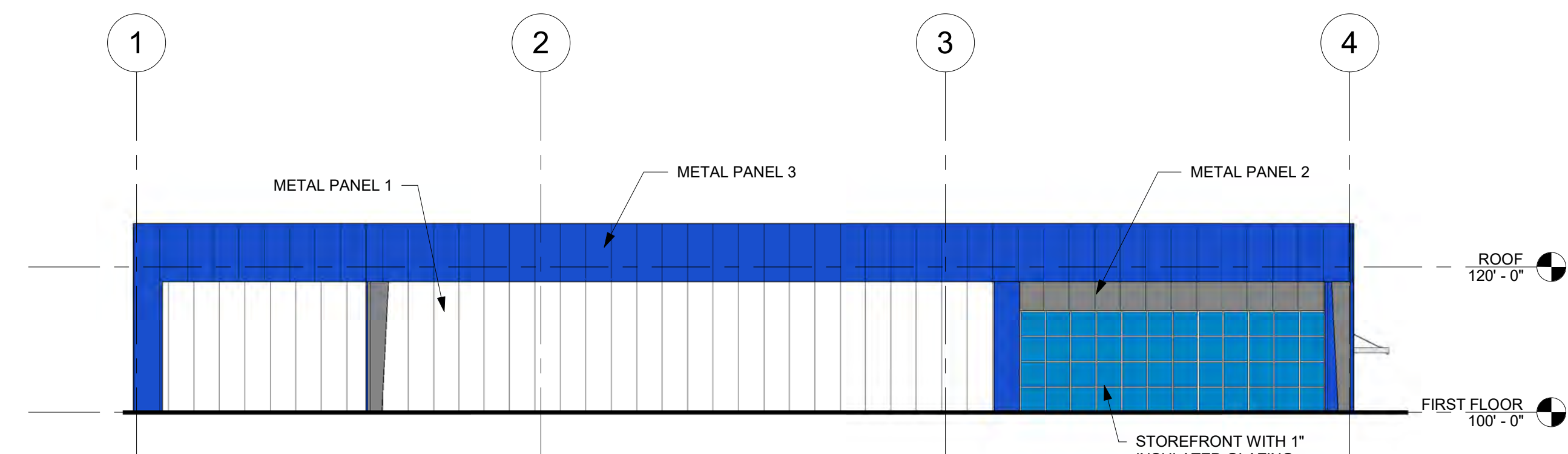
A NORTH ELEVATION

1/16" = 1'-0"



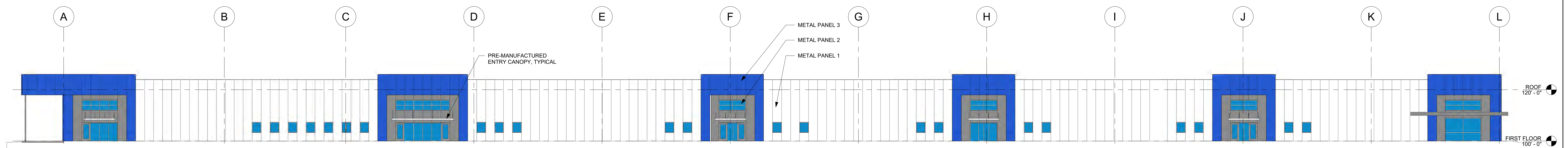
B EAST ELEVATION

1/16" = 1'-0"



D WEST ELEVATION

1/16" = 1'-0"



C SOUTH ELEVATION

1/16" = 1'-0"

NEW WAREHOUSE AND OFFICE FOR
MOBILE DEFENDERS

6155 EAST PARIS AVE SE
GRAND RAPIDS, MI 49503

A 11/16/2020 SITE PLAN
APPROVAL

SYM DATE ISSUED FOR

BUILDING ELEVATIONS

A 301

PROJECT NO. 20 109

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

P.A. 198 PROPERTY TAX ABATEMENT POLICIES

The following policies shall apply to the Township's consideration of requests to establish industrial development and plant rehabilitation district and approve applications for industrial facilities exemption certificates pursuant to Act 198 of the Public Acts in 1974, as amended ("Act 198"), MCL 207.551 et seq.:

1. **Commencement of Process; Filing of Application; Definitions.** The applicant for an industrial facilities exemption certificate (an "IFT Certificate") shall file a complete Application For Industrial Facilities Exemption Certificate (Michigan Department of Treasury Form 1012, as amended) (an "Application") in conjunction with a written request to establish an industrial development district or plant rehabilitation district (a "District"). This Application must be accompanied by all applicable attachments (including a legal description and survey of the boundaries of the requested District) and supporting information and payment of the Fee Deposit required by Paragraph 10. The Township will not process or consider an Applicant's request to establish a District until the Township has received a properly completed Application (including all applicable attachments and exhibits) and Fee Deposit.
2. **Site Plan Approval before Considering Establishment of a District.** The Township shall not consider a request to establish a District before the Township Planning Commission or Site Plan Review Committee, grants any required site plan approval for the project.
3. **Establishment and Boundary of a District.** Under the provisions of Public Act 198, a District must be established prior to the Application for an IFT Certificate. The District must be a legal description of the parcel of land on which the abatement is to take place. If a District currently exists on the property, the applicant may proceed directly to the Application of an IFT Certificate.
4. **Limit on Term of District.** There will be no limit on the term of a District. However, the Township reserves the right to revoke a District at any time. IFT Certificates approved by the State Tax Commission for facilities located in the District shall continue in full force and effect for the approved term of the IFT Certificate. In the event an applicant applies for an IFT Certificate for additional real and/or personal property on the site of a District whose term of existence has terminated, the consideration of the Application for the new IFT Certificate is subject to the establishment of a new District in accordance with Act 198.
5. **Maximum Term of Tax Abatement.** The maximum term of an IFT Certificate to be approved by the Township shall be twelve (12) years for real property and six (6) years for personal property. The actual term of an IFT Certificate will be based on the following table:

As adopted on 4/13/98
Amended 6/12/00
Amended 7/14/08

Investment Amount	Real Property Term	Personal Property Term
\$100,000 - \$249,999	4 years	2 years
\$250,000 - \$499,999	6 years	3 years
\$500,000 - \$749,999	8 years	4 years
\$750,000 - \$999,999	10 years	5 years
\$1,000,000 +	12 years	6 years

6. **Minimum Amount of Investment.** The Township will not create an industrial development or plant rehabilitation district, nor approve an application for tax abatement, unless the minimum amount of investment for which abatement is requested is \$100,000.
7. **No Extension of Term.** The Township will not approve an Application filed with the Township pursuant to PA Act 198 for the extension, renewal or reissuance of an IFT Certificate previously approved by the Township Board.
8. **No Speculative Buildings.** The Township will not establish a District for a speculative building (as defined in Act 198).
9. **Transfer of Certificates.** An IFT Certificate may be transferred and assigned by the holder of the IFT Certificate to a new owner or lessee of the facility but only with the approval of the Township and the State Tax Commission after application by the new owner or lessee, and notice and hearing in the same manner as provided in this policy and Act 198.

An IFT Certificate may be transferred from another jurisdiction into the Township, subject to approval by the legislative body of that jurisdiction and with the approval of the Township and the State Tax Commission after application by the new owner or lessee, and notice and hearing in the same manner as provided in this policy and Act 198.

The Township Board reserves the right to decrease or increase the existing term length involved in the transfer of an IFT Certificate.

10. **Application Fee.** The Township shall charge an applicant an application fee to process an Application. The application fee shall not exceed the **lesser** of (a) the actual cost incurred by the Township to process the Application (including, for example, legal, publication, mailing and similar costs), (b) two percent (2%) of the total property taxes abated under Act 198 for the term of years that the IFT Certificate is in effect or (c) \$2,000. The Township will not file the Application with the State Tax Commission until full payment of the application fee, as billed, is received. If an Application is subsequently denied or withdrawn, the Township shall be entitled to payment of its actual costs incurred up to such denial or withdrawal, subject to the above stated limits.
11. **Fee Affidavit.** There shall be attached to each Application, approved by the Township and filed with the State Tax Commission, an affidavit, signed by the Township Assessor and by the applicant, which states that no payment of any kind in excess of the fee allowed by Section 5(3)

of Act 198 has been made or promised in exchange for favorable consideration of the Application.

12. **Agreement.** In accordance with Section 22 of Act 198, the approval of an Application shall be subject to the execution of a Tax Abatement Agreement between the Township and the operator of the facility outlining conditions/recourse to be upheld during the term of the IFT Certificate. A sample Tax Abatement Agreement is attached hereto as Attachment I.
13. **Revocation of Certificate.** The Township reserves the right to revoke an IFT Certificate in accordance with Section 15 of Act 198, the terms and conditions of the Tax Abatement Agreement or upon the failure of the Applicant/Owner/Occupant of the facility to pay ad valorem and/or industrial facilities taxes prior to the same becoming delinquent in accordance with applicable law.
14. **Variances.** The Township Board reserves the right to vary from these policies. Such variances shall only be considered by the Township Board on a very limited basis where the nature of the project in the sole judgment of the Township Board (as determined by the Township Board in the exercise of its reasonable discretion) is so significant that it presents a unique opportunity for the Township and its residents.
15. **Checklist of Procedures.** The Township shall develop a checklist of procedures to allocate the responsibilities for filing and processing an Application between the Township and the Applicant. It is intended that a copy of these policies and the checklist will be provided to each potential Applicant at the time the Applicant first contacts the Township to discuss a potential Application.
16. **Inconsistencies.** In the event of an inconsistency between the terms of these policies and Act 198, the provisions of Act 198 shall prevail.
17. **Schedule of Hearings.** The Township Supervisor is hereby authorized to schedule the required public hearings for the creation of the industrial development district and consideration of the application for tax abatement, and to arrange for giving notice of these hearings as required by law. In his discretion, the Township Supervisor may instead request that the Township Board approve the time and date of these public hearings.

ATTACHMENT I

_____[SAMPLE]

TAX ABATEMENT AGREEMENT

As required by Section 22 of Act 198 of the Public Act of Michigan of 1974, as amended ("Act 198"), **ABC Company ("ABC")**, hereby enters into the following agreement with the Charter Township of Gaines ("the Township"), for the purpose of inducing the Township to grant an industrial facilities exemption certificate ("IFEC") for new buildings and equipment described in an application that has been filed with the Township (the "Facility"), pursuant to Act 198:

1. **ABC** hereby represents that it will, with respect to the Facility, subject to allowance for depreciation and decrease in market value during the entire period of the tax abatement approved by the Township:
 - a. invest (or lease) and maintain not less than **\$(Insert Amount of Real Property itemized in Application)** in land improvements and buildings in the Township; provided, however, that such amount shall be increased to an amount equal to the actual value of land improvements and building, if greater than **\$(Insert Amount of Real Property itemized in Application)**; and
 - b. invest (or lease) and maintain not less than **\$(Insert Amount of Personal Property itemized in Application)** in new equipment and furniture at the Facility; provided, however, that such amount shall be increased to an amount equal to the actual value of new equipment and furniture, if greater than **\$(Insert Amount of Personal Property itemized in Application)**. (the land improvements and building in 1(a) and the equipment and furniture in 1(b) shall be referred to as the "Property")
2. **ABC** shall provide the Township with a written appraisal of the Property not later than 180 days following completion of the installation of the Property. **ABC** agrees that said appraisal shall be admissible as evidence, and **ABC** shall not contest such admissibility in any proceeding before the Township Board of Review, the Michigan Tax Tribunal, the State Tax Commission, or in any other proceeding intended to review and/or amend the valuation of the Property for tax purposes.
3. **ABC** further represents that it will, commencing not later than 2 years after the Facility is completed, provide and maintain employment for the equivalent of **[Insert total of existing and proposed employees from Application]** employees working at least an average of 35 hours per week.
4. When hiring, **ABC** shall make a good faith effort to hire employees from the Township and the immediately surrounding area, including advertising in a newspaper of general circulation within the Township and the surrounding area. However, this section shall not require **ABC** to take any action in

violation of applicable employment-related laws and **ABC** retains the right to hire the most qualified employees as permitted under applicable law without regard to geographical residence.

5. **ABC** commits to operate the Facility for which abatement has been requested for the entire period of the tax abatement. If, in the sole judgment of the Township, **ABC** has taken action which constitutes relocation of more than an insubstantial part of its Facility to another jurisdiction, or closes more than an insubstantial part of the Facility, prior to expiration of the tax abatement, then **ABC** shall reimburse all affected taxing units a portion of the difference between the taxes which were paid, and those which would have been paid but for the abatement, in accordance with the following schedule:

[12 year abatement] – REAL PROPERTY

Year of Closing or Relocation	Refund %
0-3	100%
4-5	75%
6-7	50%
8-9	25%
10-12	0%

[6 year abatement] – PERSONAL PROPERTY

Year of Closing or Relocation	Refund %
0-2	100%
3	75%
4	50%
5-6	0%

6. If **ABC** does not repay the Township upon demand, the Township may collect the required abatement in the manner provided by Act 198 for the collection of delinquent industrial facilities taxes or in any other manner permitted by law.

7. If the Facility fails to meet the expectations, or to comply with the agreements set forth in paragraph 1 through 5 above, then the Township may, in its sole discretion, terminate or reduce the term of the industrial facilities exemption certificate granted to **ABC**.

8. The Township shall provide at least 15 days written notice to **ABC** if the Township intends to take action to enforce this Agreement, and shall permit **ABC** an opportunity to be heard concerning the matter at a special or regular meeting of the Township Board. The Township shall not require repayment, or revoke or reduce the term of the certificate, unless investment or employment are less than the commitments made in paragraphs 1, 2 or 3 for a continuous period of more than 180 days.

9. Not later than 90 days following completion of the installation of the Property, **ABC** shall provide to the Township certification of all amounts spent on the Property in the Facility. **ABC** shall also, at that time, certify to the Township the number of full-time (over 35 hours per week) employees presently working at the Facility.

10. On October 15, **[Insert first calendar year IFEC is expected to be in effect]** and annually on each October 15 thereafter as long as the IFEC remains in effect, **ABC** shall certify to the Township the number of full-time (over 35 hours per week) employees then employed in the Facility. In addition, **ABC** shall provide such other information as is reasonably requested by the Township to verify continued compliance with this Agreement.

11. The remedies in this Agreement are in addition to the remedies provided by Act 198. This Agreement contains the entire agreement between the parties with regard to its subject matter and may be amended only in writing signed on behalf of **ABC** and approved by resolution of the Township Board.

12. **ABC** acknowledges receipt of and agrees to be bound by the terms of the Township's P.A. 198 Property Tax Abatement Policies

13. In addition to the preceding statements, **ABC** and the Township do swear and affirm by the signatures below that "no payment of any kind in excess of the fee allowed by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

ABC COMPANY

Dated: _____, 2____

by (print name): _____

Its _____

Signature: _____

CHARTER TOWNSHIP OF GAINES

Dated: _____, 2____

by (print name): _____

Its _____

Signature: _____

From: [Megan VanHoose](#)
To: [Dan Wells](#)
Subject: FW: IFT qualification for Mobile Defenders
Date: Wednesday, January 6, 2021 11:23:03 AM
Attachments: [IFT_APP.pdf](#)

Megan – here is my analysis and conclusion on the Mobile Defenders IFT request.

You have requested that we review the Application for Industrial Facilities Tax Exemption Certificate (the “Application”) submitted by MD-3990, LLC, a Michigan limited liability company (the “Company”) to determine if the Company qualifies for the Exemption. The Exemption is governed by Act 198 of 1974, MCL 207.551 et seq (the “Act”). The Company has requested the Exemption on the basis of a “New Facility”, which is Section 2 (5) of the Act (note that the Application references Section 2 (4) of the Act which is incorrect – the Company used an old application; the most current application was revised in April, 2019). Based on the information provided by the Company which is attached, we cannot conclude that the Company qualifies for the Exemption.

A business qualifies for the New Facility Exemption if it is “industrial property”. Section 2 (7) defines Industrial Property to mean the land improvements, buildings, structures, machinery, equipment, and furniture and fixtures, the primary purpose and use of which is the engaging in a fairly long list of business activities. One of these activities that might apply to this Company is the engaging in *the process of goods and materials by physical or chemical change*. This phrase is further modified by Section 2 (11), which states that the “processing of goods or materials” means any type of operation that would be conducted by an entity included in the classifications provided by sector 31-33 – manufacturing of the North American industry classification system (NAICS).

In our situation, the Company indicates in Section 1b. of the Application that its business classification is 423690 (Section 1b. of the Application requests a SIC Code, although applicants often insert their NAICS code instead). By indicating this NAICS, the Company is self-identifying as a business primarily engaged in the merchant wholesale distribution of electronic parts and equipment.

Section 2 (11) of the Act however requires that the business be engaged in the manufacturing sector 31-33, which means being engaged in the mechanical, physical, or chemical transformation of materials, substances or components into new products. So the Company does not qualify based on the 423690 NAICS.

Second, it is not clear from the Application that the Company's business activities fit within any of the other options specified in Section 2 (7) of the Act. The Application states that: *(1) the Company is a distributor of mobile device replacement parts for phone repair stores and K-12 schools; (2) services at the facility will include assembly, kitting, refurbishment, reverse logistics, device teardowns, OEM services, parts harvesting, importation, and distribution of replacement parts; (3) the core of the Company's mission is to keep technology operating as long as possible in order to reduce the environmental burden that planned obsolescence takes on the planet.* It is possible that one or more of these business activities fits within Section 2 (7) "high-technology activity", but the Company has not provided sufficient information for this to be determined.

Perhaps the Company can be requested to provide more detailed information and its legal basis under the Act for the Exemption. The Company may want to engage an attorney or consultant that has expertise in this area of the law.

Please let me know if you would like to discuss further or if you have any questions.

Ingrid A. Jensen

Member in Charge – Grand Rapids Office

CLARK HILL PLC

200 Ottawa Avenue N.W.

Suite 500 | Grand Rapids, MI 49503

616.608.1107 (Direct) | 616.608.1167 (Fax) | 616.915.2273 (Cell)

IJensen@ClarkHill.com | www.clarkhill.com

This email message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify us immediately by reply email and destroy all copies of this message and any attachments. Please do not copy, forward, or disclose the contents to any other person.

Thank you.

Gaines Charter Township

Board of Trustees Memo

Meeting Date: January 11, 2021

PROPOSED REQUEST: Rezone from R-3 to C-2

ADDRESSES: 17 & 21 Willman Street SE and
6536 & 6540 S. Division Avenue

PARCEL NUMBERS: 41-22-06-302-001; 41-22-06-302-002; 41-22-06-302-006; and 41-22-06-302-007

FILE NUMBER: 200902SL

APPLICANT: Scott Leep

PROPERTY ZONING DISTRICT: R-3/C-2

PROPERTY SIZE: Approximately 0.5 acres

REPORT BY: Dan Wells, Community
Development Director; David Jirousek, AICP,
Planning Consultant



OVERVIEW

The applicant requests the rezoning of two complete lots and a portion of two additional lots from R-3 to C-2:

- 41-22-06-302-001 (dual zoned R-3/C-2)
- 41-22-06-302-002 (dual zoned R-3/C-2)
- 41-22-06-302-006 (zoned R-3)
- 41-22-06-302-007 (zoned R-3)

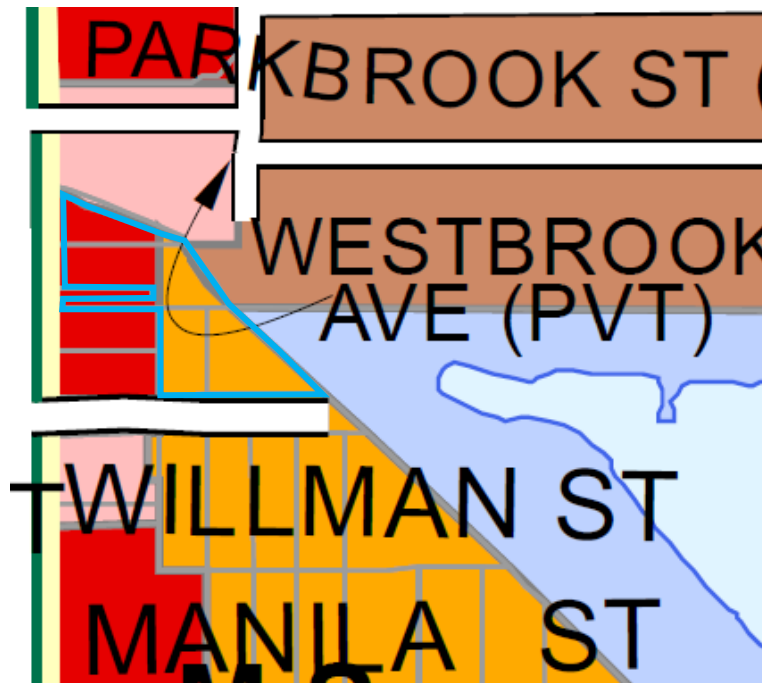
The properties along Willman Street include residential dwellings, and the properties along Division Avenue include commercial businesses. The applicant has not provided detailed information concerning future development, except that the C-2 zoning district and future uses will align with the Future Land Use Map included within the Township's Master Plan. All future land uses will be confirmed by the Zoning Administrator or by the Planning Commission.

The rezoning application was recommended for approval by the Planning Commission on December 17th, 2020 and per township ordinance must be approved by the Township Board.

Surrounding zoning:

	NORTH: C-1, R-3	
WEST: C-3, Byron Township	SUBJECT PARCEL	EAST: R-4, PUD
	SOUTH: R-3	

ZONING LEGEND	
	A-B, Agricultural/Argi-Business
	A-R, Agricultural/Rural-Residential
	RL-10, Residential
	RL-14, Single Family Residential
	R-3, Multiple Family Residential
	R-4, Mobile Home
	O-S, Office Service
	C-1, Neighborhood Commercial
	C-2, General Commercial
	PUD, Planned Unit Development
	I-1, Light Industrial
	I-2, Heavy Industrial
	PUD-LSP, Large Scale Plan
	PUD-MR, Mineral Removal



STANDARDS OF REVIEW

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

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

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

Meets standard. The Township's Master Land Use Plan designates the subject properties as General Commercial (GCM), which corresponds to the C-2 zoning district. Most of the parcels in the vicinity and along the Division Avenue corridor are similarly designated as GCM.

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

Meets standard. The area is planned for commercial growth, and the subject lots have the potential to be developed jointly rather than individually. However, several residential properties along the south side of Willman Street may experience noticeable impacts such as increased traffic, noise, light, and activity.

The C-2 zoning district does not allow incompatible industrial or warehousing uses, and all improvements and buildings will be subject to zoning requirements and the development review process. If proposed, more intensive uses are typically processed through the special land use process, which considers discretionary review standards on a case-by-case basis.

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

Meets standard. All public services and facilities are currently available for commercial uses and would not be adversely affected by the rezoning from R-3 to C-2. The area of focus is approximately one half-acre in size, and the impact on public services and facilities is anticipated to be negligible.

D. Whether the proposed zoning would be reasonable;

Meets standard. The proposed rezoning would be reasonable for the following reasons: the area is master-planned for commercial uses; the properties can be jointly developed as reconfigured lots; and there are no other residential uses on the north side of Willman Street.

E. Whether circumstances in the area have changed;

Meets standard. Circumstances have changed based on the desire for business expansion into an area planned for commercial use. When the area was originally zoned R-3, the intent was likely to ensure the existing residential uses did not become nonconforming. However, commercial demand will result in incremental changes along the Division Avenue corridor.

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

Meets standard. The proposed rezoning will allow two dual-zoned properties fronting Division Avenue to be developed in their entirety with commercial uses. Residential use of the rear portion of these two properties is not reasonable or suitable.

Concerning the lots on Willman, while residential use remains feasible, the lots back up to commercial property. The rezoning and conversion of land use are reasonable to consider, more so if the lots are reconfigured or combined.

STAFF RECOMMENDATION

Planning Commission approved the application and this is the first reading for Board consideration. Staff recommends the Board set a date for public hearing and publication.



CURRENT ZONING: R-3 MULTIPLE
FAMILY RESIDENTIAL

REQUEST: TO REZONE PROPERTY TO
C-2 GENERAL COMMERCIAL

Lots 3 and 4, Block 3, F.D. Cutler Plat No. 1 according to the recorded plat thereof, as recorded in Liber 31, Page 16, Kent County Records, being part of Section 6, T5N, R11W, Gaines Township, Kent County, Michigan,

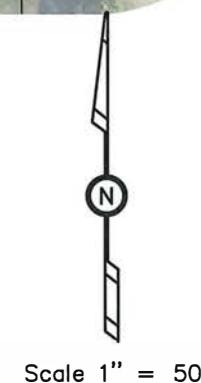
AND

Property located in Gaines Township, Kent County, Michigan, described as: Part of the North 30 Acres of the West 1/2 of the SW 1/4 of Section 6, T5N, R11W, described as: BEGINNING at the NW corner of Lot 3, Block 3, F.D. Cutler Plat No. 1 according to the recorded plat thereof, as recorded in Liber 31, Page 16, Kent County Records; thence North to the West Bank of a Creek; thence Southeasterly along the West Bank of the Creek to the NE Corner of Lot 4, Block 3, of said F.D. Cutler Plat No. 1; thence West 93 feet along the North line of said Lots 3 and 4 to the Place of Beginning.

FOR: LEEP LLC
C/O SCOTT LEEP
ADDRESS: 17 WILLMAN STREET SE
PP#: 41-22-06-302-006

FOR: FLOYD RAIMER
ADDRESS: 21 WILLMAN ST. SE
PP#: 41-22-06-302-007

FOR: KENNETH AND MARIETTA WIERINGA
ADDRESS: 6536/6540 S. DIVISION AVE. SE
PP#: 41-22-06-302-001 & -002



REVISED 11/12/20

PROPOSED REZONE MAP



exxel engineering, inc.
planners • engineers • surveyors

5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

FILE NO.: 201784E

DATE: 09/01/2020

Scale 1" = 50'

**GAINES CHARTER TOWNSHIP
KENT COUNTY, MICHIGAN
(ORDINANCE NO. 2021-)**

At a meeting of the Township Board for Gaines Charter Township held at the Township offices on , 2021, beginning at p.m., the following Ordinance was offered for adoption by Township Board Member , and was seconded by Township Board Member :

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

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

Section 1. Amendment. The Gaines Charter Township Zoning Ordinance is hereby amended by the amendment of Section 1.6 thereof, the Zoning Map, so as to rezone the following properties in their entirety from R-3 Multi Family Residential to C-2 Commercial, the land being commonly described as parcels 41-22-06-302-001, 41-22-06-302-002, 41-22-06-302-006, and 41-22-06-302-007 located at 17 & 21 Willman Street SE and 6536 & 6540 S. Division Avenue.

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

The vote in favor of this Ordinance was as follows:

YEAS:

NAYS:

ABSENT/ABSTAIN:

ORDINANCE DECLARED ADOPTED

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



CLEAR FORM

Professional Development
Seminar/Accreditation/Workshop/Conference
Attendance Request Form

Employee Name: **James Zenas** Job Title: **Assistant Assessor**

Supervisor: **Rob Deward** Date: **01/06/2021**

Check One:

☐ Seminar ☒ Accreditation Course ☐ Workshop ☐ Conference ☐ Other

Title of Activity: **April 2021 MAAO Program**

Organization Name: **State Tax Commission**

Location: **Online**

Dates of Attendance: **8 Saturdays +** Number of training hours: _____

Registration Cost: **\$1,000** Cost of Housing: **None**

Estimated Mileage: **None** Estimated Cost of Meals: **None**

List specific knowledge or skill will you learn: **Earn my MAAO certification - Path 1**

How will the acquired knowledge/skill help improve your performance and/or prepare you for more advanced responsibilities? **This will improve my performance and prepare me for more responsibilities with my position with assisting Megan.**

Employee Signature: **James R. Zenas** Date: **1/6/2021**

Attach a description of the training with a completed registration form and forward to the Supervisor for approval.

Memo

To: Gaines Charter Township Board
From: Robert DeWard, Supervisor
Date: January 4, 2021
Re: Cooperative Agreement to continue CDBG Partnership

Kent County was notified by the US Department of Housing and Urban Development (HUD) that an update is necessary to their existing Urban County Cooperative Agreement for the 2021-2023 recertification period.

The updated Cooperative Agreement (attached) includes minor adjustments to clarify text, and the following amended language required by HUD (page 2):

“a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange or any other funds; credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974, as amended”.

Historically the Township has applied for CDBG funds bi-annually, with proceeds being used to fund Hope Network bus service in the area (no longer applicable) and various sidewalk projects.

The area(s) in our Township that meet the eligibility criteria is shrinking each year. It would be to the Township's benefit to sign the amended agreement, enabling us to continue to apply for CDBG funding for projects while we still have areas that will qualify for CDBG funded projects.

COOPERATIVE AGREEMENT
Kent County "Urban County"
Community Development Block Grant Program

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between the (Community), Michigan hereinafter referred to as the "Community", and the County of Kent, a Michigan Constitutional Corporation, State of Michigan, hereinafter referred to as the "County":

WHEREAS, the Housing and Community Development Act of 1974 as amended provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, Kent County has been designated as an Urban County provided that it secures Cooperation Agreements with various communities in Kent County; and

WHEREAS, this agreement covers both the Community Development Block Grant (CDBG) Entitlement Program and, where applicable, the HOME Investment Partnership program; and

WHEREAS, the parties to this Agreement recognize the value of this cooperative relationship and wish to continue such by this restatement of this Agreement; and

NOW THEREFORE, the Community and County do hereby promise and agree:

THAT the Community may not apply for grants from appropriations under Small Cities or State CDBG programs for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the Community may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and

THAT the County shall have final responsibility for selecting Community Development Block Grant (and HOME, where applicable) activities and annually filing a Consolidated Plan with the U.S. Department of Housing and Urban Development (HUD); and

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the Community and the County will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair

Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; that the County is prohibited from funding activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's actions to comply with the county's fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and

THAT the Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction; and

THAT a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds; credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended; and

THAT the qualification period of this agreement as defined in the HUD regulations and guidelines shall be Federal Fiscal Years 2021/2022/2023, and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants from Federal Fiscal years 2021/2022/2023, appropriations and from any program income generated from the expenditure of such funds. Furthermore, that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's Urban County Qualification Notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's Urban County Qualification Notice; and

THAT the Community resolves to remain in Kent County's Urban County programs for an indefinite period of time or until such time it is in the best interest of this Community to terminate the Cooperation Agreement and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and from any program income generated from the expenditure of such funds; and

THAT failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit

the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period; and

THAT this Agreement remains in effect until the CDBG (and HOME where applicable) funds and income received with respect to activities carried out during the three year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

THAT any such program income generated by the Community must be paid to the County, unless at the County's discretion, the Community may retain the program income as set forth in 24 CFR 570.503; and

THAT any program income the Community is authorized by the County to retain may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may then apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of close-out or change in status of the Community, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) of real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the disposition or transfer of real property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the County and the Community; and

THAT the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or

assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT this Agreement may be signed in several counterparts each of which shall be considered an original and all of which shall constitute but one and the same instrument; and

THAT this Agreement may be signed in digital form, including a facsimile of a signature; and

THAT pursuant to 24 CFR 570.501(b), the Community is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

IN WITNESS WHEREOF, the Community and the County have by resolutions authorized this agreement to be executed by their respective officer's thereunto as of the day and year first above written.

SIGNATURES APPEAR ON FOLLOWING PAGES

COUNTY OF KENT

Mandy Bolter
Chair, Kent County Board of Commissioners

Date

Attest:

Lisa Posthumus Lyons
Kent County Clerk

Date

CERTIFICATION BY COUNTY CORPORATE COUNSEL

The undersigned, Corporate Counsel for the County of Kent, certifies that the terms and provisions of the foregoing agreement are fully authorized under existing State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing in cooperation with local units of government.

Linda S. Howell
Kent County Corporate Counsel

Date

COMMUNITY

Signature

Printed Name and Position

Date

Signature

Printed Name and Position

Date

Attest:

Signature

Printed Name and Position

Date

Memo

To: Gaines Charter Township Board
From: Robert DeWard, Supervisor
Date: January 4, 2021
Re: Recommendations from Personnel Committee

The Personnel Committee met on 12/22/2020 to consider three requests being made by Assessor, Megan VanHoose. The requests were as follows:

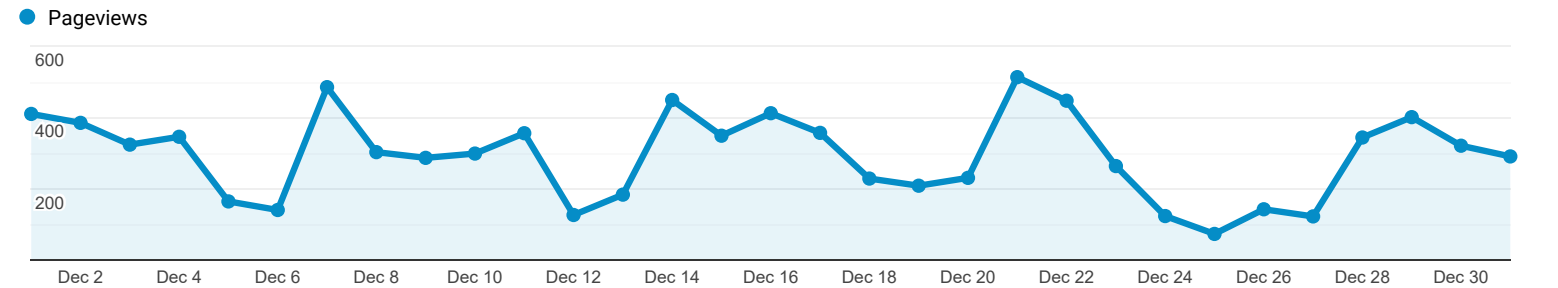
1. Change the "Assessing Clerk" position's title to Assessing Technician, to better reflect the responsibilities of the position.
The Personnel Committee approved this request and is recommending Karen's title be changed to Assessing Technician.
2. Increase Karen Gehrls' hourly wage from \$19.26/hour to \$23.00/hour (a 17.70% increase).
The Personnel Committee approved a 7.45% increase (which includes the 2% COLA previously approved), for a 2021 wage of \$20.75/hour.
3. Grant Assistant Assessor James Zenus an additional week of vacation for 2021 (a total of two weeks).
The Personnel Committee approved this request and is recommending Board approval.

Pages

 All Users
100.00% Pageviews

Dec 1, 2020 - Dec 31, 2020

Explorer



Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
	9,093 % of Total: 100.00% (9,093)	7,124 % of Total: 100.00% (7,124)	00:01:27 Avg for View: 00:01:27 (0.00%)	4,120 % of Total: 100.00% (4,120)	53.28% Avg for View: 53.28% (0.00%)	45.31% Avg for View: 45.31% (0.00%)	\$0.00 % of Total: 0.00% (\$0.00)
1. /	2,153 (23.68%)	1,701 (23.88%)	00:01:07	1,551 (37.65%)	33.46%	40.04%	\$0.00 (0.00%)
2. /how_do_i_(faq)/contact/office.php	587 (6.46%)	472 (6.63%)	00:00:47	176 (4.27%)	63.07%	47.02%	\$0.00 (0.00%)
3. /residents/index.php	457 (5.03%)	294 (4.13%)	00:01:40	46 (1.12%)	73.91%	36.11%	\$0.00 (0.00%)
4. /document_center/index.php	445 (4.89%)	366 (5.14%)	00:04:19	90 (2.18%)	84.44%	65.17%	\$0.00 (0.00%)
5. /parks_and_recreation/prairie_wolf_park.php	331 (3.64%)	196 (2.75%)	00:01:13	186 (4.51%)	50.54%	47.73%	\$0.00 (0.00%)
6. /revize/gaines/	316 (3.48%)	234 (3.28%)	00:01:08	222 (5.39%)	48.20%	44.62%	\$0.00 (0.00%)
7. /online_services/index.php	306 (3.37%)	273 (3.83%)	00:03:14	114 (2.77%)	64.04%	54.25%	\$0.00 (0.00%)
8. /departments/water_sewer.php	268 (2.95%)	203 (2.85%)	00:02:05	170 (4.13%)	42.35%	43.28%	\$0.00 (0.00%)
9. /news_detail_T26_R164.php	179 (1.97%)	154 (2.16%)	00:03:05	109 (2.65%)	91.74%	78.21%	\$0.00 (0.00%)
10. /trustee_log-in/index.php	170 (1.87%)	145 (2.04%)	00:01:34	36 (0.87%)	88.89%	51.76%	\$0.00 (0.00%)

Rows 1 - 10 of 493



DECEMBER 2020 GAINES TOWNSHIP REPORT

Michelle LaJoye-Young
SHERIFF

COMPLETED

- Assisted Northview Public Schools with a student that lives on 68th St
- Investigated a zoning ordinance violation 1100 blk 60th St
- Investigated an ordinance violation 3300 blk of 68th St
- Shop with a Sheriff at the Gaines Meijer
- Responded to a fight at Pine Rest with road officers
- Met with Ada Bible and the Woodfield Community Center about community involvement
- Traffic enforcement on 100th St
- Traffic enforcement on Patterson at 84th St
- Met with Amazon and other township board members about Rapids Dr parking issues
- Responded to a rolled over National Guard truck on M6 at Kalamazoo
- Neighborhood watch meeting with Stevens Pointe neighborhood
- Assisted on a search warrant 2700blk of 84th St
- Responded to a nuisance address 6600 blk of Shebreen Ct
- Investigated a zoning issue 10300 blk of S Division Ave
- Attended the Luminary Walk in Prairie Wolf Park both nights
- Looking into traffic issues at Countryside Elementary on Eastern

ONGOING / UPCOMING

- I have been coming in early morning to patrol our harder hit areas of stolen vehicles and car larcenies
- Continued follow up on the traffic issue with Byron Center Public Schools in reference to traffic complaints on Eastern Ave
- Upcoming meeting with Pine Rest

PRELIMINARY * AGENDA

GAINES CHARTER TOWNSHIP BOARD OF TRUSTEES

MEETING

February 08, 2021

Opening Prayer 7 PM ~ Dan Fryling

ZOOM LOGIN:

Meeting ID: 899 8172 9216 Password: 029481

Items Highlighted are Action Items

Meeting called by Supervisor Rob DeWard

Attendees: Supervisor Rob DeWard, Clerk Michael Brew, Treasurer Laurie Lemke, Trustees Tim Haagsma, Bob Terpstra, Dan Fryling, Kathy Vander Stel, Planner Dan Wells

CALL TO ORDER AND ATTENDANCE AT 7 PM – ATTENDEES MUST STATE LOCATION (i.e., Rob DeWard joining the meeting from my office at the Township Hall)

Declaration of any Conflict of Interest

Approval of Agenda

I. **CUSTOMARY ITEMS**

- 1) **Recognition of Individuals and/or Delegations** –*3-minute time limit for unscheduled speakers

Consent agenda items are listed under item II, including payment of the bills. All items are considered to be routine by the Board. *There will not be separate discussion of these items.* If discussion is desired, that item will be removed from the Consent Agenda upon request of any Board Member. If you would like any item removed from the consent agenda so that it may be considered separately; please contact Kim by 10:00 a.m., the day of the meeting.

II. **CONSENT AGENDA**

- 1) **Board Meeting Minutes**

A. Meeting Minutes from January 11, 2021

- 2) **Building Department**

A. Building Department January 2021 Revenue Reports– Summary for Mechanical & Plumbing Permits, Electrical Revenue Report - *(In an effort to condense the size of meeting packets, we will be providing a Summary Report each month. A copy of the full report is on file and can be obtained by contacting Kim Triplett at kim.triplett@gainestownship.org.*

3) Clerk's Office

- A. Check Register for 1_08_2021 thru 01_29_2021
- B. Payments of the bills from in the amount of \$636,856.65

Motion to Approve Consent Agenda - ACTION ITEM

III. DEPARTMENT/OFFICE REPORTS

1) **Clerk's Office - NONE**

2) **Planning**

- a) 1st read Major PUD Amendment to the OTP Planned Unit Development for Vision Real Estate
- b) 2st Read – request to rezone 17 & 21 Willman and 6536 & 6540 S Division Ave -

3) **Treasurer's Department**

- a) **Accept & File 4th Qtr. 2020 Financial Report**

4) **Assessing Department - NONE**

5) **Water & Sewer Department - NONE**

6) **Building Department**

- a) **Purchase of BS&A Online Permit Processing Module**

Recognition of Individuals and/or Delegations *Limit 3 Minutes*

IV. SUPERVISOR'S OFFICE

1) Action Items:

- a) **Use of PEG Funds to upgrade visual system in Board Room**
- b) **Request for Road Closures for 2021 Diemer 5K**
- c) **Set wage for Cutlerville Fire new fulltime firefighter**
- d) **Road Closure Request for Neverthesame Mud Run**
- e) **Quote from Everett's for Apple Orchard pruning**

2) NON-ACTION

- a) *Website stats for January 2021-9,993 visitors*
- b) *January CFB draft meeting minutes*
- c) *Dec 2020 Cutlerville Fire Monthly Report*
- d) *Jan 2021 Cutlerville Fire & Dutton Fire Monthly Report*
- e) *Dutton FF Association Annual Financial Statement 2020*
- f) *Jason Vander Molen – report for January 2021*

V. **COMMENTS & DISCUSSION**

- 1) Township Board
- 2) Supervisor
- 3) Miscellaneous

VI. **ADJOURNMENT**

- 1) There will be a Board meeting February 22, 2021
- 2) The March Board meeting will be held March 15, 2021

Any interested persons are invited to attend and participate. Persons with disabilities needing any special accommodations should contact the Township offices one week prior to the meeting to request mobility, visual or any other assistance.

Preliminary Agenda – Subject to Change

**MINUTES OF GAINES CHARTER TOWNSHIP BOARD
FOR THE REGULAR MEETING
January 11, 2021**

The meeting was held as a virtual meeting via Zoom – Meeting # 818 9646 5818 – Password – 435367. Public who attended the meeting obtained meeting information and password by sending a request to info@gainestownship.org on the day of the meeting.

Present: DeWard from home, Brew from 8555 Kalamazoo Avenue, Lemke from 8555 Kalamazoo Avenue, Fryling from 8555 Kalamazoo Avenue, Haagsma from home, Terpstra from home, VanderStel from home, Dan Wells from 8555 Kalamazoo Avenue
Absent with notice: Jansen

1. The meeting was called to order at 7:03 p.m. by Supervisor DeWard

2. Question of Conflict of Interest

None.

3. Proposed Agenda

Motioned by Haagsma and supported by VanderStel to approve the agenda.

ROLL CALL VOTE: VanderStel - yes, Terpstra - yes, Lemke - yes, Haagsma – yes, Fryling – yes, DeWard - yes, Brew - yes Motion carried.

4. Recognition of Individuals and/or Delegations.

None.

5. Consent Agenda

Motioned by VanderStel and supported by Haagsma to approve the consent agenda including bills totaling \$279,884.33 for 12-01-2020 and 12-31-2020 .

ROLL CALL VOTE: Brew - yes, VanderStel – yes, Terpstra - yes, Lemke - yes, Haagsma – yes, Fryling – yes, DeWard - yes Motion carried.

6. Department/Office Reports

A. Clerk's Office

1) Appoint additional FOIA Coordinator

Motioned by Haagsma and supported by Lemke to appoint the fire chief as a FOIA Coordinator for FOIA matters specific to the Fire Department.

ROLL CALL VOTE: DeWard - yes, Brew - yes, VanderStel – yes, Terpstra - yes, Lemke - yes, Haagsma – yes, Fryling – yes Motion carried.

.

B. Planning Department

1) Clover PUD Rezoning – Final Read

Motion by VanderStel and supported by Fryling to table the Clover Senior Housing PUD resolution due to additional matters to be resolved beyond the Township Board.

ROLL CALL VOTE: Fryling – yes, DeWard - yes, Brew - yes, VanderStel – yes, Terpstra - yes, Lemke – yes, Haagsma – yes Motion carried.

2) Mobile Defenders – Industrial Development Deferment request

Taken off the agenda by applicant due to additional matters beyond the Township Board.

3) Rezone 17 and 21 Willman and 6536 and 6540 South Division Avenue – First Read

Motion by Haagsma and supported by VanderStel to proceed to the Public Hearing for rezoning 17 and 21 Willman and 6536 and 6540 South Division Avenue.

ROLL CALL VOTE: Haagsma – yes, Fryling – yes, DeWard - yes, Brew - yes, VanderStel – yes, Terpstra - yes, Lemke - yes Motion carried

4) Set Public Hearing - Rezone 17 and 21 Willman and 6536 and 6540 South Division Avenue

Motion by Haagsma and supported by VanderStel to set the Public Hearing for rezoning 17 and 21 Willman and 6536 and 6540 South Division Avenue to February 8, 2021.

ROLL CALL VOTE: Lemke – yes, Haagsma – yes, Fryling – yes, DeWard - yes, Brew - yes, VanderStel – yes, Terpstra - yes Motion carried

C. Assessing Department

1) Professional Development Request

Motioned by Lemke and supported by VanderStel to approve the professional development request for James Zenas.

ROLL CALL VOTE: Terpstra - yes, Lemke – yes, Haagsma – yes, Fryling – yes, DeWard - yes, Brew - yes, VanderStel – yes Motion carried.

2) Resolution to establish water supply and sewer rates and charges

7. Recognition of individuals and/or delegations

None.

8. Supervisor's Office

1. Kent County Cooperative Agreement

Motioned by Haagsma and supported by VanderStel to approve the Kent County Cooperative Agreement as presented

ROLL CALL VOTE: VanderStel - yes, Terpstra - yes, Lemke - yes, Haagsma – yes, Fryling – yes, DeWard - yes, Brew - yes Motion carried.

2. Personnel Committee Recommendation – Position title change request

Motioned by Lemke and supported by Terpstra to approve the position title request from Assessing Clerk to Assessing Technician

ROLL CALL VOTE: Brew - yes, VanderStel – yes, Terpstra - yes, Lemke - yes, Haagsma – yes, Fryling – yes, DeWard - yes Motion carried.

3. Personnel Committee Recommendation – Wage increase request

Motioned by VanderStel and supported by Haagsma to approve changing the current Assessing Technician's wage from \$19.26/hour to \$23.00/hour

ROLL CALL VOTE: DeWard - yes, Brew - yes, VanderStel – yes, Terpstra - yes, Lemke - yes, Haagsma – yes, Fryling – yes Motion carried.

4. Personnel Committee Recommendation – Additional paid vacation request

Motioned by Haagsma and supported by VanderStel to approve a second week of vacation to the current Assistant Assessor until the next step of three weeks vacation.

ROLL CALL VOTE: Fryling – yes, DeWard - yes, Brew - yes, VanderStel – yes, Terpstra - yes, Lemke – yes, Haagsma – yes Motion carried.

9. Comments and Discussion

The Township Office will open to the public on Monday, January 18, 2021. Social distancing and mask wearing will be enforced to protect from COVID.

10. Adjournment

Motion by Lemke and supported by VanderStel to adjourn the meeting at 8:03 p.m.

VOICE VOTE: All Ayes.

Michael Brew, Clerk

Robert DeWard, Supervisor

PUBLIC NOTICE
GAINES CHARTER TOWNSHIP
BOARD MEETING SYNOPSIS
January 11, 2021

The Gaines Charter Township Board held a regular meeting on Monday, January 11, 2021 via Zoom and took the following actions.

1. Prayer was offered by Supervisor DeWard at the combined meeting with the Planning Commission.
2. Approved the agenda.
3. Approved invoices and expenditures for payment in the total amount of \$279,884.33 for 12-01-2020 and 12-31-2020.
4. Appointed the fire chief as an additional FOIA official for fire related FOIA requests.
5. Tabled the Clover PUD rezoning due to additional matters to be resolved beyond the Township Board.
6. Conducted a first read on the rezone of 17 and 21 Willman and 6536 and 6540 South Division.
7. Set the Public Hearing to rezone 17 and 21 Willman and 6536 and 6540 South Division Avenue for February 8, 2021.
8. Approved the professional development request for James Zenas.
9. Approved the Kent County Cooperative Agreement as presented
10. Approved the position title request from Assessing Clerk to Assessing Technician.
11. Approved changing the current Assessing Technician's wage from \$19.26/hour to \$23.00/hour.
12. Approved a second week of vacation to the current Assistant Assessor until the next step of three weeks vacation.
13. Adjourned the meeting at 8:03 p.m.

A complete copy of the minutes of this meeting and any resolutions or ordinances adopted at the meeting are on file and available for review at the Gaines Charter Township office, 8555 Kalamazoo Avenue SE, Caledonia, Michigan 49316. Ordinances, meeting schedules, meeting minutes, and other Township information are also available at www.gainestownship.org.

Michael Alex Brew
Gaines Charter Township Clerk



Revenue Breakdown Report

Page: 1 of 23

02/01/2021

Filter: All Records, Transaction.DateToPostOn Between 1/1/2021 12:00:00 AM AND 1/31/2021 11:59:59 PM

Unit Totals		
Unit Name	Records	Revenue
	143	31,429.00
TOTAL	143	31,429.00

Record Type Totals		
Unit:	Records	Revenue
Name	2	50.00
Permit	141	31,379.00
UNIT TOTAL:	143	31,429.00

Record Type Breakdowns		
Unit:		
Record Type: Name	Records	Revenue
	2	50.00
TOTAL:	2	50.00

Record Type: Permit	Records	Revenue
Building	20	9,023.00
Electrical	39	9,511.00
Mechanical	60	9,525.00
Plumbing	19	3,065.00
Storm Drain	3	255.00
TOTAL:	141	31,379.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN CHEMICAL BANK						
01/08/2021	GEN	29068	123	123.NET	PHONE SERVICES	251.50
01/08/2021	GEN	29069	ADVANCED	ADVANCED DOCUMENT DESTRUCTION	6 95 GALLON SECURITY CART DOCUMENT SHRED	420.00
01/08/2021	GEN	29070	ADVANCED I	ADVANCED IMAGING SOLUTIONS INC	EQUIPMENT RENTAL	713.45
01/08/2021	GEN	29071	AJILON	AJILON	BUILDING DEPARTMENT TEMP WORKER	1,004.16
					BUILDING DEPARTMENT TEMP WORKER	1,004.16
					BUILDING DEPT TEMP WORKER	1,872.00
						<u>3,880.32</u>
01/08/2021	GEN	29072	APT US&C	ASSOC. OF PUBLIC TREASURERS	REMAINDER OF MEMBERSHIP RENEWAL	116.05
01/08/2021	GEN	29073	B&B TRUCK	B&B FIRE DIVISION	FUSE REPLACEMENT FOR FAILED LIGHTS AND R	139.49 V
			Void Reason: DUPLICATE		JAMMED SEAT INVESTIGATION	22.75 V
			Void Reason: DUPLICATE		SWITCH PROBLEM IN TRUCK	140.28 V
			Void Reason: DUPLICATE			<u>302.52</u>
01/08/2021	GEN	29074	BOUND TREE	BOUND TREE MEDICAL LLC	G3 TIDAL, G3 PERFUSION, G3 INFUSION CASE	565.97
					CURAPLEX TRITON GRIP GLOVES	39.65
					SANI-HANDS ALC ANTIMICROBIAL GEL HAND WI	194.16
						<u>799.78</u>
01/08/2021	GEN	29075	BUIST	BUIST ELECTRIC INC	BUILT AND SET NEW POLE AND REMOVED OLD P	938.00
01/08/2021	GEN	29076	CHARTER CO	CHARTER COMMUNICATIONS	INTERNET SERVICES	154.97
01/08/2021	GEN	29077	DTE	DTE ENERGY	CFD AND DFD HEAT	1,319.09
01/08/2021	GEN	29078	EM REPORT	EMERGENCY REPORTING	FIRE AND EMS PACKAGE, CAD LINK, HALLIGAN	4,594.59
01/08/2021	GEN	29079	HORIZON	HORIZON COMMUNITY PLANNING LLC	NOV AND DEC PLANNING MEETING AND MINUTES	3,333.50
01/08/2021	GEN	29080	INTEGRITY	INTEGRITY OFFICE	BINDERS AND PAPERS	12.03
					ICE MELT	29.98
					DYMO LABELS, LABELS, PAPER	332.39
					BOOK, FILE FOLDERS, HANGING FOLDERS, STA	91.17
					PAPER FOR TWP OFFICE AND DFD	182.94
					HANGING FILE FOLDERS	37.14
					CERTIFICATE	14.03
					PAPER RETURNED	(275.94)
						<u>423.74</u>
01/08/2021	GEN	29081	JACK'S	JACK'S LAWN & SNOWPLOWING, INC	SNOW REMOVAL CONTRACT LIBRARY	716.04
					SNOW REMOVAL CONTRACT TWP OFFICE	1,399.87
					SNOW REMOVAL CONTRACT DFD	681.94
					SNOW REMOVAL CONTRACT KCSD	479.32
						<u>3,277.17</u>
01/08/2021	GEN	29082	JOHN S	JOHN STUYFZAND	4TH QTR MILEAGE	835.48
01/08/2021	GEN	29083	KC TREAS	KENT COUNTY TREASURER	COMMUNITY POLICING OFFICER AND TOWNSHIP	81,703.95
01/08/2021	GEN	29084	KCTREASASS	KENT COUNTY TREASURER ASSOCIATION	LAURIE LEMKE AND JENNA PILKINGTON MEMBER	50.00
01/08/2021	GEN	29085	LAURIE L	LAURIE LEMKE	NOVEMBER AND DECEMBER MILEAGE	90.28
01/08/2021	GEN	29086	LEXIPOL	LEXIPOL LLC	ANNUAL FIRE POLICY MANUAL AND TRAINING B	5,913.00
01/08/2021	GEN	29087	MEGAN VAN	MEGAN VANHOOSE	3 MONTH CELL PHONE, MILEAGE	106.00
01/08/2021	GEN	29088	MEYERS CLE	MEYERS CLEANING SERVICE INC	CLEANING TWP OFFICE AND LIBRARY	2,118.95

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/08/2021	GEN	29089	MINER	MINER SUPPLY COMPANY	BATH TISSUE AND TOWELS	156.68
01/08/2021	GEN	29090	OMEGA SYST	OMEGA SYSTEMS, OCEAN INC.	VARIOUS REMOTE SESSIONS, BACK UP SERVICE	717.75
01/08/2021	GEN	29091	PEOPLE	PEOPLE IT	BACKUP SERVICE AND OFFICE 365	369.00
01/08/2021	GEN	29092	PURITY	PURITY CYLINDER GASES INC	PORTIBLE MEDICAL, MEDIUM MEDICAL, CYL MA	33.54
01/08/2021	GEN	29093	ROGER STER	ROGER STERK	DECEMBER 2020 MILEAGE	179.98
01/08/2021	GEN	29094	SAFEWARE	SAFEWARE INC	TWIN CARTRIDGE 1/4 TURN ADAPTER, P100 FI	83.55
					INFRARED NO-TOUCH THERMOMETER	125.60
						209.15
01/08/2021	GEN	29095	TARG SOL	TARGETSOLUTIONS LEARNING LLC	MAINTENANCE FEE, PREMIER MEMBERSHIP PLAT	2,045.06
01/08/2021	GEN	29096	SUN NEWS	THE SUN AND NEWS	PUBLIC HEARING NOTICES	306.09
01/08/2021	GEN	29097	VRIESMAN	VRIESMAN & KORHORN LLC	MISCELLANEOUS ENGINEERING	390.45
					2901 76TH STREET	457.83
					60TH STREET SIDEWALK	163.50
					6658 EAST PARIS	322.50
					PRESERVATION LAKES PHASE 4	598.50
					GAINES TOWN CENTER	258.00
						2,190.78
01/08/2021	GEN	29098	WAYNE B	WAYNE BOURDO	LANDSCAPE MAINT TWP OFFICE, LIBRARY, TRA	1,054.57
01/08/2021	GEN	29099	TWP-CONSUM	CONSUMERS ENERGY	DIVISION STREETLIGHTS	442.69
01/08/2021	GEN	29100	TWP-CONSUM	CONSUMERS ENERGY	LED LIGHTS AND STREETLIGHTS, BLAIN CEMET	162.93
01/08/2021	GEN	29101	TWP-CONSUM	CONSUMERS ENERGY	TWP OFFICE, LIBRARY, CFD. DFD. DUTTON CE	5,391.36
01/08/2021	GEN	29102	FIRST BANK	FIRST BANKCARD CENTER	CLERK'S CONFERENCE, MTA TRAINING MIKE AN	835.00
01/08/2021	GEN	29103	FIRST BANK	FIRST BANKCARD CENTER	EMPLOYEE FILE CARTS, FILE FOLDERS, CELL	589.04
01/08/2021	GEN	29104	FIRST BANK	FIRST BANKCARD CENTER	FUEL	20.93
01/08/2021	GEN	29105	FIRST BANK	FIRST BANKCARD CENTER	KEYS FOR TWP OFFICE	25.00
01/08/2021	GEN	29106	FIRST BANK	FIRST BANKCARD CENTER	ACROBAT SUBSCRIPTION	15.89
01/08/2021	GEN	29107	FIRST BANK	FIRST BANKCARD CENTER	CFD GLOVES, DFD OFFICE 365, COMMENDATION	994.86
01/09/2021	GEN	29108	BURNHAM	BURNHAM AND FLOWER AGENCY	RENEWAL OF BOND	172.00
01/09/2021	GEN	29109	MEEKHOF EL	MEEKHOF ELECTRIC INC	TROUBLE SHOOT PLUGS OFF - TRIPPED BREAKE	120.00
01/09/2021	GEN	29110	MARATHON	WEX BANK	DFD FUEL	641.63
01/15/2021	GEN	29111	ACCIDENT	ACCIDENT FUND	WORKERS COMPENSATION INSURANCE	3,160.61
01/15/2021	GEN	29112	ARROW	ARROWASTE INC	BLAIN CEMETARY REFUSE	52.36
					CFD REFUSE	65.95
					DFD REFUSE	44.48
					TWP OFFICE REFUSE	66.43
					LIBRARY REFUSE	61.72
						290.94
01/15/2021	GEN	29113	AUTOMASTER	AUTO-MASTER'S INCORPORATED	OIL DRY	89.90
01/15/2021	GEN	29114	B&B TRUCK	B&B FIRE DIVISION	LIGHTS AND BRAKE AIR PROBLEM	1,664.38
01/15/2021	GEN	29115	BINDERLIFT	BINDER LIFT LLC	PATIENT LIFT ASSIST DEVICE	723.00
01/15/2021	GEN	29116	BLOOM	BLOOM SLUGGETT	REVOLUTION FARMS, STONECO, ANEMA FOIA	2,917.20
01/15/2021	GEN	29117	CHASE	CHASE CARD SERVICES	ADOBE ACROBAT STANDARD	165.23
01/15/2021	GEN	29118	DELTA DENT	DELTA DENTAL		1,762.83
01/15/2021	GEN	29119	ELECTION S	ELECTION SOURCE	ANNUAL TABULATOR MODEM CELLUAR SERVICE F	1,000.00
01/15/2021	GEN	29120	GAINES TWP	GAINES TOWNSHIP TREASURER	BOARD OF REVIEW REFUNDED TAXES	775.47
01/15/2021	GEN	29121	GREAT LAK	GREAT LAKES EMS ACADEM	ALLIE STRONG, CRAIG VANDERTUIN, CADE YOU	5,745.00
01/15/2021	GEN	29122	GREAT L	GREAT LAKES UPFITTING	LIGHTING FOR REPLACEMENT UTILITY BOX ON	5,553.30
01/15/2021	GEN	29123	KC EMS	K.C. EMERGENCY MEDICAL SERVICE	JANUARY 2021 - MARCH 2021 QUARTERLY ASSE	243.31
01/15/2021	GEN	29124	KCCLERKASS	KENT COUNTY CLERKS ASSOCIATION	BUSINESS MEETING AND RECOGNITION CELEBRA	50.00
					ANNUAL MEMBERSHIP FEE	35.00
						85.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/15/2021	GEN	29125	KC FIRE CH	KENT COUNTY FIRE CHIEFS' ASSOC	ANNUAL MEMBERSHIP 2021	140.00
01/15/2021	GEN	29126	KENTNORDLU	KENT NORDLUND	BUILDING CONSTRUCTION COURSE FOR DFD	603.50
01/15/2021	GEN	29127	LAMPHEAR	LAMPHEAR SERVICE COMPANY INC	TWP OFFICE BOILER LEAK	117.00
01/15/2021	GEN	29128	MAYNARDS	MAYNARDS WATER CONDITIONING LLC	40LBS RED SALT	205.20
01/15/2021	GEN	29129	MEDMUTUAL	MEDMUTUAL LIFE	LIFE INSURANCE	304.91
01/15/2021	GEN	29130	MEEKHOF	MEEKHOF TIRE SALES	TIRES FOR 2017 CHIEF'S VEHICLE	605.20
01/15/2021	GEN	29131	MENARDS	MENARDS- WYOMING	ALUM TUBE AND 12" METAL CUT OFF 1/8"	25.93
01/15/2021	GEN	29132	MICH CLERK	MICH ASSOC OF MUNICIPAL CLERKS	ANNUAL MEMBERSHIP	66.00
01/15/2021	GEN	29133	MTA	MICHIGAN TOWNSHIP ASSOCIATION	AD ON MTA WEB SITE FOR TOWNSHIP MANAGER	220.00
01/15/2021	GEN	29134	PROF CODE	PROFESSIONAL CODE INSPECTIONS INC	DECEMBER MECHANICAL AND PLUMBING INSPECT	7,040.00
01/15/2021	GEN	29135	SERVICEPRO	SERVICE PROFESSOR INC	REFUND PERMIT FEES	140.00
					PERMIT REFUND	97.00
						237.00
01/15/2021	GEN	29136	TWP-SIEGFR	SIEGFRIED CRANDALL VOS & LEWIS	ASSISTANCE WITH ROTH IRA CORRECTIONS FOR	450.00
01/15/2021	GEN	29137	TDS	TDS METROCOM	TELEPHONE SERVICES	289.16
01/15/2021	GEN	29138	RIGHT PLAC	THE RIGHT PLACE	4TH YEAR OF 5 YEAR COMMITMENT	2,500.00
01/15/2021	GEN	29139	UNUM	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE	796.08
					SHORT TERM AND LONG TERM DISABILITY	626.64
						1,422.72
01/20/2021	GEN	29140	BLUE CROSS	BLUE CROSS BLUE SHIELD TRADITIONAL	HEALTH INSURANCE TRADITIONAL PLAN	6,394.42
01/20/2021	GEN	29141	BLUE HSA	BLUE CROSS HSA	HEALTH INSURANCE HSA	12,385.85
01/20/2021	GEN	29142	HALT FIRE	HALT FIRE, INC	PIERCE MFG IMPEL PUC PUMPER UNIT #34504	322,500.00
01/22/2021	GEN	29143	ACTIONCHEM	ACTION CHEMICAL INC	WHITE LOTION SOAP, ACTION LIQUID LAUNDRY	163.64
01/22/2021	GEN	29144	ADVANCEAUT	ADVANCE AUTO PARTS PROFESSIONAL	10 - ICE REMOVER BAG 20 LB	69.90
01/22/2021	GEN	29145	ALL STAR	ALL STAR PRINTING COMPANY	2000 POSTCARDS	165.00
01/22/2021	GEN	29146	BOUND TREE	BOUND TREE MEDICAL LLC	NITRILE 5.0 EXAM GLOVE	110.73
01/22/2021	GEN	29147	BS&A SOFTW	BS&A SOFTWARE	ANNUAL SERVICE / SUPPORT FEE PER CONTRAC	2,443.70
01/22/2021	GEN	29148	C-COM	C-COMM OF KALAMZOO INC	ENGINE 35 RADIO PROBLEM - LOOSE COAX ON	196.20
01/22/2021	GEN	29149	GORDON	GORDON WATER	COOLER RENT	8.00
					WATER, BOTTLE DEPOSIT, COOLER RENTAL	15.95
						23.95
01/22/2021	GEN	29150	ICMA	INTERNATIONAL CITY MANAGERS ASSOCIA	JOB AD FOR TOWNSHIP MANAGER	700.00
01/22/2021	GEN	29151	ITP	INTERURBAN TRANSIT PARTNERSHIP	RUAL LINEHAUL SERVICE	3,776.10
					RUAL GO BUS SERVICE	767.50
						4,543.60
01/22/2021	GEN	29152	JND	JND SNOWPLOWING INC	SNOWPLOWING SERVICE - JAN PAYMENT 3 OF 7	2,000.00
01/22/2021	GEN	29153	KENT COUNT	KENT COUNTY ROAD COMMISSION	PAUL HENRY TRAIL DUTTON SPUR	12,753.73
01/22/2021	GEN	29154	LAMPHEAR	LAMPHEAR SERVICE COMPANY INC	REPLACED AQSSASSORS OFFICE RADIANT CEILI	1,948.50
					BEARING ASSEMBLY AND SEAL KIT FOR BOILER	1,468.00
						3,416.50
01/22/2021	GEN	29155	MEEKHOF	MEEKHOF TIRE SALES	TIRES FOR CUTLERVILLE RESCUE 2017 FORD	605.20
01/22/2021	GEN	29156	NYE	NYE UNIFORM COMPANY	UTILTIY POLO	29.99
01/22/2021	GEN	29157	OMEGA SYST	OMEGA SYSTEMS, OCEAN INC.	MAINTAIN BACKUP REPLICATION	147.00
					INTERNET FIREWALL SERVER SVC & MAINTENAN	300.00
						447.00
01/22/2021	GEN	29158	LOCKERS	SALSBURY INDUSTRIES	DFD LOCKERS FOR MEN'S LOCKER ROOM	7,371.20

02/03/2021 10:54 AM
User: MBREW
DB: Gaines Township

CHECK REGISTER FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 01/01/2021 - 01/31/2021

Page: 4/5

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/22/2021	GEN	29159	STAPLES 3	STAPLES	ELECTION PRINTER - GRANT MONEY CALCULATOR FOR CLERK OFFICE	571.96 54.63 <u>626.59</u>
01/22/2021	GEN	29160	STAR	STAR 2 STAR COMMUNICATIONS	TWP OFFICE TELEPHONE DFD TELEPHONE SYSTEM	790.02 355.49 <u>1,145.51</u>
01/29/2021	GEN	29161	BURNHAM	BURNHAM AND FLOWER AGENCY	JENNA NOTARY BOND	50.00
01/29/2021	GEN	29162	CINTAS	CINTAS CORPORATION #301	FLOOR MATS TWP HALL FLOOR MATS TWP HALL	76.02 34.60 <u>110.62</u>
01/29/2021	GEN	29163	CLARK	CLARK HILL	FC GRAND RAPIDS MI LANDLORD, LLC SILICONATURE USA	842.00 984.00 <u>1,826.00</u>
01/29/2021	GEN	29164	DTE	DTE ENERGY	CFD GAS TWP HALL GAS DFD GAS	781.93 1,717.72 927.55 <u>3,427.20</u>
01/29/2021	GEN	29165	IPM	IPM SERVICES	PEST MAINTENANCE	42.00
01/29/2021	GEN	29166	KC TREAS	KENT COUNTY TREASURER	DECEMBER LAW ENFORCEMENT	79,036.31
01/29/2021	GEN	29167	LAMPHEAR	LAMPHEAR SERVICE COMPANY INC	REPLACED 3-WAY VALVE CONTROLLING THE RAD	445.50
01/29/2021	GEN	29168	METRO BLDG	METRO BUILDING INSP ASSOCIATION	RENEWAL FEE	65.00
01/29/2021	GEN	29169	MINER	MINER SUPPLY COMPANY	TOUCHFREE FOAM WASH AND MULTIFOLD TOWELS	155.66
01/29/2021	GEN	29170	PLUMMERS	PLUMMERS DISPOSAL SERVICE	PT WHEELCHAIR ACCESSIBLE UNIT	140.00
01/29/2021	GEN	29171	NEXTEL	SPRINT	CELLULAR PHONE FEES	618.14
01/29/2021	GEN	29172	UNUM	UNUM LIFE INSURANCE COMPANY	SHORT TERM AND LONG TERM DISABILITY	654.28
01/29/2021	GEN	29173	VRIESMAN	VRIESMAN & KORHORN LLC	COOKS CROSSING SOUTH NO. 2 60TH STREET SIDEWALK - PH 2 6658 EAST PARIS EAST PARIS - SITE PLAN VAN LAAN REBAR BUILDING HOFFMAN MEADOWS PANDA EXPRESS AMAZON DELIVERY STATION MISCELLANEOUS ENGINEERING PRESERVATION LAKES - PHASE 3 HIDEAWAY SITE CONDOS STONECO MINE EXPANSION	45.00 264.00 66.00 330.00 264.00 999.00 135.33 660.00 1,188.00 138.16 198.00 734.63 <u>5,022.12</u>
01/29/2021	GEN	29174	WAYNE B	WAYNE BOURDO	LANDSCAPE MAINTENANCE LIBRARY AND TWP HA LANDSCAPE MAINT PARKS AND REC TRASH SERV	919.57 135.00 <u>1,054.57</u>

GEN TOTALS:

Total of 107 Checks:

637,159.17

02/03/2021 10:54 AM
User: MBREW
DB: Gaines Township

CHECK REGISTER FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 01/01/2021 - 01/31/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Less 1 Void Checks:						302.52
Total of 106 Disbursements:						636,856.65

Memo

To: Gaines Charter Township Board of Trustees
From: Dan Wells, Community Development Director
Date: February 8, 2021
Re: 6658 East Paris Avenue SE, Major PUD Amendment to the OTP Planned Unit Development for Vision Real Estate

Overview

The Planning Commission conditionally approved a final PUD site plan for a multi-tenant industrial building and associated site development on January 28, 2021. However, the applicant requests direct driveway access to East Paris Avenue, which was not shown on the original OTP PUD plans approved in 1995. As such, the proposal must be processed as a major PUD amendment per Section 10.11 D of the Gaines Charter Township Zoning Ordinance.

Attached Items

- Proposed PUD Amendment Resolution
- Proposed PUD Amendment Ordinance

Vision Real Estate Investment
Attention: Rick Hapner
140 Monroe Center, NW
Suite 301
Grand Rapids, MI 49503
Phone: 616.588.3444

Title: Preliminary Site Plan		V. Date: 09/23/20
Drawn: SW	Checked: SW	S. Date: 09/23/20
Title: Preliminary Site Plan		V. Date: 11/19/20
Drawn: SW	Checked: SW	S. Date: 11/19/20
Title: Preliminary Site Plan Resubmittal		V. Date: 12/01/20
Drawn: SW	Checked: SW	S. Date: 12/01/20
Title: Site Plan		V. Date: 01/12/21
Drawn: SW	Checked: SW	S. Date: 01/12/21
Title: Site Plan		V. Date: 01/25/21
Drawn: SW	Checked: SW	S. Date: 01/25/21

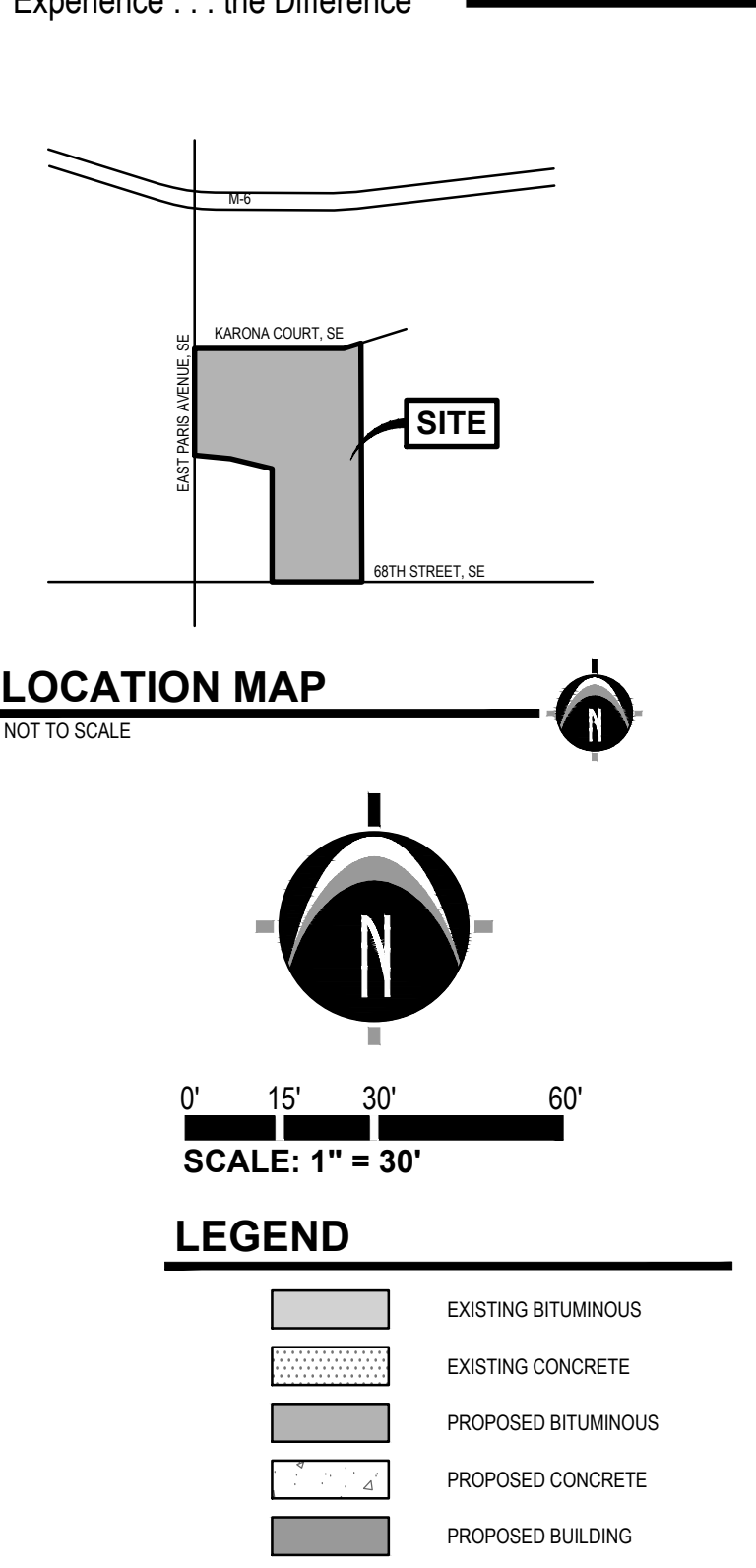
VREI East Paris

Preliminary Site Plan

6658 East Paris Avenue
PART OF SECTION 1 T5N, R11W,
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

18401411

C-205



2) ZONING OF PROPERTY: OTP PLANNED UNIT DEVELOPMENT (UNDERLYING I-1 INDUSTRIAL PUD ZONING REQUIRES):

- MINIMUM LOT AREA = 87,120 SF (2 ACRES) (PER PUD; I-1 NORMALLY REQUIRES 40,000 MINIMUM LOT WIDTH = 200 FT (PER I-1))
- MAXIMUM ALLOWED BUILDING HEIGHT = 50 FT (PER I-1 NORMALLY ALLOWS 60 FT MAXIMUM ALLOWED BUILDING HEIGHT = 50 FT NOT APPLICABLE)
- MINIMUM ALLOWED BUILDING SETBACKS:
- FRONT YARD = 40 FT PER PUD (50 FT SHOWN ON PLAN TO BE 'SAFE')
(I-1 NORMALLY REQUIRES 50 FT, OR 100 FT ADJACENT TO PRIMARY AR)
- SIDE YARD = 25 FT (PER PUD) (I-1 NORMALLY REQUIRES 15 FT)
- REAR YARD = 25 FT (PER PUD) (I-1 NORMALLY REQUIRES 25 FT)

2) SUMMARY OF LAND USE:

- A) TOTAL ACRES = 9.850 ACRES (APPROX. 413,704 SF) (EXCLUDING ROAD R.O.W.)
- B) AREA OF PROPOSED BUILDING = 7,200 SF
- C) PROPOSED BUILDING HEIGHT = APPROXIMATELY 30-35 FT
- D) PROPOSED LOT COVERAGE = APPROXIMATELY 17.0%
- E) PROPOSED NEW ON-SITE ASPHALT/CONCRETE AREA = APPROX. 82,200 SF
- F) TOTAL IMPERVIOUS PERCENTAGE = APPROXIMATELY 36.8% (152,400 SF)
- G) THE BUILDING WILL BE LEASED TO INDUSTRIAL USERS.
THE BUILDING WILL LIKELY HAVE 100,000+ S.F. OF MPF USE
- H) ZONING OF SURROUNDING PARCELS = P U D, TO NORTH, EAST, AND SOUTHWEST
= I-1 LIGHT INDUSTRIAL TO WEST
= PUD-L3 SOUTH OF 68TH STREET

- a) TYPICAL PARKING SPACE = 16' (24' TYPICAL DRIVEWAYS)
- b) TYPICAL BARRIER FENCE SPACE = 18' WITH (5' FT WIDE VAC. AISLES)
- c) NUMBER OF SPACES REQUIRED = 106 (BASED ON 15 PER 100 SF BUILDING AREA)
- d) NUMBER OF SPACES PROVIDED = 106
- e) MINIMUM ALLOWED PARKING SETBACK = 10, 15 FT OR 25 FT BUFFER IN FRONT YARD
- f) PARKING SPACES SHALL BE STRIPED WITH 4' WIDE PAINT.

4) THIS PROJECT IS NOT IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS.

5) BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION TO PREVENT EROSION AND SEDIMENTATION.

6) THE PROJECT MEASURES WILL INCLUDE THE USE OF SILT FENCING, SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.

6) SIGNS SHALL BE CONSTRUCTED TO THE STANDARDS SET FORTH BY CHAPTER 17 OF THE GAINES TOWNSHIP ZONING ORDINANCE.

FREESTANDING SIGN (ONE GROUND MOUNTED SIGN ALLOWED PER FRONTAGE):
MAXIMUM SIZE = 50 SF MAXIMUM (% OF WALL AREA)
MAXIMUM HEIGHT = 5 FT
MINIMUM SETBACK = 10 FT FROM FRONT PROPERTY LINE; 20 FT FROM SIDE YARD WALL-MOUNTED SIGN (ONE PER EACH STREET FRONTAGE);
MAXIMUM SIZE = 2% OF WALL AREA, WITH MAXIMUM OF 100 SF.

7) UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETTED TO BE EXACT LOCATION OR BE USED FOR ANY OTHER PURPOSE THAN THEY ARE. THE ONLY UTILITIES IN THIS AREA.

8) CONTRACTOR TO FIELD VERIFY ALL INVERTS.

9) ALL LIGHTING SHALL COMPLY WITH CHAPTER 18 OF THE GAINES TOWNSHIP ZONING ORDINANCE.

ALL LIGHTING SHALL BE FULLY SHIELDED FROM ALL ADJACENT PROPERTIES. PROPOSED LIGHTING SHALL CONSIST OF SOFFIT LIGHTS AT BUILDING ENTRANCES, AND WALL MOUNTED LIGHTS. THE FIXTURES WILL BE SHOEBOX TYPE FIXTURES THAT DIRECT THE LIGHT DOWNWARD.

10) LANDSCAPING AND EROSION CONTROL REQUIREMENTS OF CHAPTER 16 OF THE GAINES TOWNSHIP ZONING ORDINANCE.

11) THE PERMANENT PARCEL NUMBER FOR THE SITE IS 41-22-01 300-032. THE ADDRESS OF THE PROPERTY IS 6658 EAST PARIS AVENUE.

12) THE CONSTRUCTION OF THE SITE WILL BEGIM IMMEDIATELY PENDING TOWNSHIP/JAGCI APPROVALS AND PERMITS. IT IS ANTICIPATED THAT THE PROJECT WILL BE COMPLETED IN 2021.

THE PROJECT WILL BE COMPLETED IN ONE PHASE.

13) THE STORM WATER RUNOFF FROM THE SITE WILL BE COLLECTED BY CATCHBASIN AND STORM SEWER LINES AND WILL DISCHARGE AT THE ALLOWABLE RATE TO THE STORM SEWER SYSTEM IN THE VICINITY.

14) THE SITE SOIL IS PRIMARILY BLOUNT LOAM, BASED ON THE USDA SOIL SURVEY MAP INFORMATION.



**Know what's below.
CALL before you dig.**

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OF AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE:
EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLAN" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

CHARTER TOWNSHIP OF GAINES COUNTY OF KENT, MICHIGAN

ORDINANCE NO.

The following Ordinance was offered and adopted by the Gaines Charter Township Board of Trustees at a regular meeting held on _____, 2021.

Members Present:

Member Absent:

The following Resolution 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 Vision Real Estate Investment to amend the OTP Planned Unit Development (PUD) plan. The amendment will allow for a secondary driveway access to East Paris Avenue.

AN ORDINANCE TO AMEND THE OTP PUD FOR VISION REAL ESTATE INVESTMENT FOR 6658 EAST PARIS AVENUE SE

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

Section 1. Amendment. The Gaines Charter Township Board of Trustees approves a major amendment to the OTP PUD to allow for a secondary driveway access to East Paris Avenue. The approved plans are titled "VREI EAST PARIS" and were prepared by Nederveld and last revised December 1, 2020. The property subject to the major PUD amendment is located at 6658 East Paris Avenue (#41-22-01-300-032) and is described as follows:

PART SW 1/4 COM 2034.35 FT 90D 00M 00S W ALONG S SEC LINE FROM S 1/4 COR TH 90D 00M 00S W 281.56 FT TH N 00D 47M 18S W 490.0 FT TH N 45D 30M 00S W 80.0 FT TH N 65D 50M 00S W 170.0 FT TH N 80D 49M 46S W 127.48 FT TO A PT 636.0 FT N 00D 47M 18S W ALONG W SEC LINE FROM SW COR OF SEC TH N 00D 47M 18S W 407.24 FT TO SLY LINE OF KARONA CT /RELOCATED/ SD PT BEING 1610.98 FT S 00D 47M 18S E ALONG W SEC LINE FROM W 1/4 COR TH S 89D 01M 02S E ALONG SD SLY LINE 401.96 FT TH NELY ALONG SD SLY LINE TO A LINE BEARING N 0D 56M 13S W FROM BEG TH S 0D 56M 13S E TO BEG * SEC 1 T5N R11W 10.38 A.

Section 2. Findings. For the relevant findings of fact and details, please see Resolution No. 2021-____.

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.

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. 2021-_____

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a regular meeting held on _____, 2021, at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

Members Present:

Member Absent:

The following Resolution was offered for adoption by Member _____ and supported by Member _____ to document the findings and decision by the Gaines Charter Board of Trustees regarding a request made by Vision Real Estate Investment to amend the OTP Planned Unit Development (PUD) plan. The amendment will allow for direct driveway access to East Paris Avenue.

OTP PUD MAJOR AMENDMENT FOR VISION REAL ESTATE INVESTMENT FOR 6658 EAST PARIS AVENUE, SE

Section I General Background:

1. The applicant, Vision Real Estate Investment, requested a major amendment to the OTP PUD to allow for a new driveway access to East Paris Avenue that was not included on the original PUD plan. The subject plans are titled "VREI EAST PARIS" and were prepared by Nederveld and last revised December 1, 2020.
2. The property subject to the major PUD amendment is located at 6658 East Paris Avenue (#41-22-01-300-032) and is described as follows:

PART SW 1/4 COM 2034.35 FT 90D 00M 00S W ALONG S SEC LINE FROM S 1/4 COR TH 90D 00M 00S W 281.56 FT TH N 00D 47M 18S W 490.0 FT TH N 45D 30M 00S W 80.0 FT TH N 65D 50M 00S W 170.0 FT TH N 80D 49M 46S W 127.48 FT TO A PT 636.0 FT N 00D 47M 18S W ALONG W SEC LINE FROM SW COR OF SEC TH N 00D 47M 18S W 407.24 FT TO SLY LINE OF KARONA CT /RELOCATED/ SD PT BEING 1610.98 FT S 00D 47M 18S E ALONG W SEC LINE FROM W 1/4 COR TH S 89D 01M 02S E ALONG SD SLY LINE 401.96 FT TH NELY ALONG SD SLY LINE TO A LINE BEARING N 0D 56M 13S W FROM BEG TH S 0D 56M 13S E TO BEG * SEC 1 T5N R11W 10.38 A.

Resolution No. 2021-_____
OTP PUD Major Amendment
Date

3. Planning Commission approved Resolution 21-01-28 PC on January 28, 2021, conditionally approving the plan last revised December 1, 2020, and recommending the major PUD amendment to the Township Board of Trustees.
4. The Township Board held a public hearing on the major PUD amendment on _____, 2021.

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 presentation at the public hearing, and Township Staff's recommendation, and other factors, the Township Board hereby adopts the following findings based on Section 11.1, Planned Unit Development General Review Standards:

1. Section 11.1 Planned Unit Development General Review Standards.

a) Consistency with Master Plan and Zoning Ordinances.

The subject property is located within the Dutton subarea and is subject to the recommendations and guidance of the 2008 Master Plan update for the Dutton and 100th Street subareas. The primary recommendation of the plan as it relates to the proposed PUD amendment concerns access management:

Goal 2: Improve traffic circulation, vehicle access and safety in the Dutton Subarea.

Policy: Consider access management to ensure safe and efficient traffic movements along 68th Street, Hanna Lake Avenue and East Paris Avenue.

The driveway is sufficiently separated from Korona Court and allows for alignment with a future development site to the west. The proposed driveway is considered to be consistent with the access management strategies outlined in the Master Plan.

b) Aesthetics.

This standard does not apply to the proposed major PUD amendment required for additional driveway access to East Paris Avenue.

c) Compatibility with Adjacent Uses.

This standard does not apply to the proposed major PUD amendment required for additional driveway access to East Paris Avenue.

d) Density.

This standard does not apply to the proposed major PUD amendment required for additional driveway access to East Paris Avenue.

e) Traffic.

While the driveway has been accepted in concept by the Kent County Road Commission, the driveway access will require formal approval.

f) **Protection of Natural Environment.**

The proposed driveway access to East Paris will have a negligible impact on the natural environment and the protection of open space.

g) **Schools.**

This standard does not apply to the proposed major PUD amendment required for additional driveway access to East Paris Avenue.

h) **Public Facilities.**

This standard does not apply to the proposed major PUD amendment required for additional driveway access to East Paris Avenue.

i) **Water, Sewer, and Drainage Systems.**

This standard does not apply to the proposed major PUD amendment required for additional driveway access to East Paris Avenue.

j) **Open Space.**

The proposed driveway access to East Paris will have a negligible impact on the natural environment and the protection of open space.

k) **Non-Motorized Trail Network.**

This standard does not apply to the proposed major PUD amendment required for additional driveway access to East Paris Avenue.

TOWNSHIP BOARD DECISION

Based on the above, the Township Board of Trustees hereby adopts Resolution No. 2021-____ and approves the proposed major amendment of the OTP PUD as represented by the PUD site Plan dated December 1, 2020.

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

YEAS:

ABSENT:

NAYS:

RESOLUTION DECLARED ADOPTED

Resolution No. 2021-_____
OTP PUD Major Amendment
Date

CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Board at a regular meeting held on _____, 2021.

Respectfully submitted,

Michael Brew, Clerk
Gaines Charter Township

Dated: _____, 2021

Gaines Charter Township

Board of Trustees Memo

Meeting Date: February 8th, 2021

PROPOSED REQUEST: Rezone from R-3 to C-2

APPLICANT: Scott Leep

ADDRESSES: 17 & 21 Willman Street SE and
6536 & 6540 S. Division Avenue

PROPERTY ZONING DISTRICT: R-3/C-2

PARCEL NUMBERS: 41-22-06-302-001; 41-22-06-302-002; 41-22-06-302-006; and 41-22-06-302-007

PROPERTY SIZE: Approximately 0.5 acres

REPORT BY: Dan Wells, Community
Development Director; David Jirousek, AICP,
Planning Consultant

FILE NUMBER: 200902SL



OVERVIEW

The applicant requests the rezoning of two complete lots and a portion of two additional lots from R-3 to C-2:

- 41-22-06-302-001 (dual zoned R-3/C-2)
- 41-22-06-302-002 (dual zoned R-3/C-2)
- 41-22-06-302-006 (zoned R-3)
- 41-22-06-302-007 (zoned R-3)

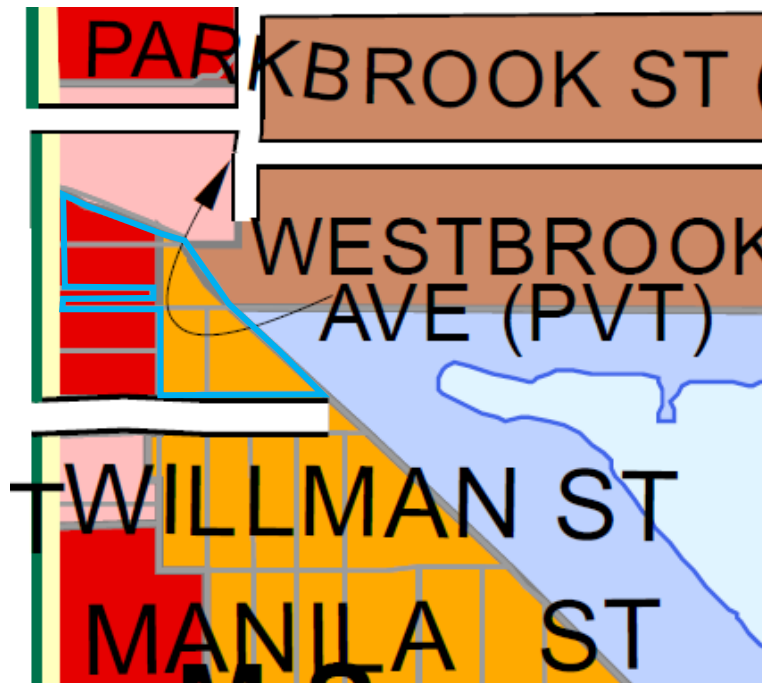
The properties along Willman Street include residential dwellings, and the properties along Division Avenue include commercial businesses. The applicant has not provided detailed information concerning future development, except that the C-2 zoning district and future uses will align with the Future Land Use Map included within the Township's Master Plan. All future land uses will be confirmed by the Zoning Administrator or by the Planning Commission.

The rezoning application was recommended for approval by the Planning Commission on December 17th, 2020 and per township ordinance must be approved by the Township Board.

Surrounding zoning:

	NORTH: C-1, R-3	
WEST: C-3, Byron Township	SUBJECT PARCEL	EAST: R-4, PUD
	SOUTH: R-3	

ZONING LEGEND	
	A-B, Agricultural/Argi-Business
	A-R, Agricultural/Rural-Residential
	RL-10, Residential
	RL-14, Single Family Residential
	R-3, Multiple Family Residential
	R-4, Mobile Home
	O-S, Office Service
	C-1, Neighborhood Commercial
	C-2, General Commercial
	PUD, Planned Unit Development
	I-1, Light Industrial
	I-2, Heavy Industrial
	PUD-LSP, Large Scale Plan
	PUD-MR, Mineral Removal



STANDARDS OF REVIEW

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

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

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

Meets standard. The Township's Master Land Use Plan designates the subject properties as General Commercial (GCM), which corresponds to the C-2 zoning district. Most of the parcels in the vicinity and along the Division Avenue corridor are similarly designated as GCM.

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

Meets standard. The area is planned for commercial growth, and the subject lots have the potential to be developed jointly rather than individually. However, several residential properties along the south side of Willman Street may experience noticeable impacts such as increased traffic, noise, light, and activity.

The C-2 zoning district does not allow incompatible industrial or warehousing uses, and all improvements and buildings will be subject to zoning requirements and the development review process. If proposed, more intensive uses are typically processed through the special land use process, which considers discretionary review standards on a case-by-case basis.

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

Meets standard. All public services and facilities are currently available for commercial uses and would not be adversely affected by the rezoning from R-3 to C-2. The area of focus is approximately one half-acre in size, and the impact on public services and facilities is anticipated to be negligible.

D. Whether the proposed zoning would be reasonable;

Meets standard. The proposed rezoning would be reasonable for the following reasons: the area is master-planned for commercial uses; the properties can be jointly developed as reconfigured lots; and there are no other residential uses on the north side of Willman Street.

E. Whether circumstances in the area have changed;

Meets standard. Circumstances have changed based on the desire for business expansion into an area planned for commercial use. When the area was originally zoned R-3, the intent was likely to ensure the existing residential uses did not become nonconforming. However, commercial demand will result in incremental changes along the Division Avenue corridor.

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

Meets standard. The proposed rezoning will allow two dual-zoned properties fronting Division Avenue to be developed in their entirety with commercial uses. Residential use of the rear portion of these two properties is not reasonable or suitable.

Concerning the lots on Willman, while residential use remains feasible, the lots back up to commercial property. The rezoning and conversion of land use are reasonable to consider, more so if the lots are reconfigured or combined.

STAFF RECOMMENDATION

Planning Commission approved the application, it has been published, and this is the second reading for Board consideration.



CURRENT ZONING: R-3 MULTIPLE
FAMILY RESIDENTIAL

REQUEST: TO REZONE PROPERTY TO
C-2 GENERAL COMMERCIAL

Lots 3 and 4, Block 3, F.D. Cutler Plat No. 1 according to the recorded plat thereof, as recorded in Liber 31, Page 16, Kent County Records, being part of Section 6, T5N, R11W, Gaines Township, Kent County, Michigan,

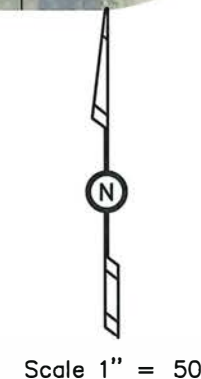
AND

Property located in Gaines Township, Kent County, Michigan, described as: Part of the North 30 Acres of the West 1/2 of the SW 1/4 of Section 6, T5N, R11W, described as: BEGINNING at the NW corner of Lot 3, Block 3, F.D. Cutler Plat No. 1 according to the recorded plat thereof, as recorded in Liber 31, Page 16, Kent County Records; thence North to the West Bank of a Creek; thence Southeasterly along the West Bank of the Creek to the NE Corner of Lot 4, Block 3, of said F.D. Cutler Plat No. 1; thence West 93 feet along the North line of said Lots 3 and 4 to the Place of Beginning.

FOR: LEEP LLC
C/O SCOTT LEEP
ADDRESS: 17 WILLMAN STREET SE
PP#: 41-22-06-302-006

FOR: FLOYD RAIMER
ADDRESS: 21 WILLMAN ST. SE
PP#: 41-22-06-302-007

FOR: KENNETH AND MARIETTA WIERINGA
ADDRESS: 6536/6540 S. DIVISION AVE. SE
PP#: 41-22-06-302-001 & -002



REVISED 11/12/20

PROPOSED REZONE MAP



exxel engineering, inc.
planners • engineers • surveyors

5252 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.exxelengineering.com

FILE NO.: 201784E

DATE: 09/01/2020

Scale 1" = 50'

**GAINES CHARTER TOWNSHIP
KENT COUNTY, MICHIGAN
(ORDINANCE NO. 2021-)**

At a meeting of the Township Board for Gaines Charter Township held at the Township offices on , 2021, beginning at p.m., the following Ordinance was offered for adoption by Township Board Member , and was seconded by Township Board Member :

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

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

Section 1. Amendment. The Gaines Charter Township Zoning Ordinance is hereby amended by the amendment of Section 1.6 thereof, the Zoning Map, so as to rezone the following properties in their entirety from R-3 Multi Family Residential to C-2 Commercial, the land being commonly described as parcels 41-22-06-302-001, 41-22-06-302-002, 41-22-06-302-006, and 41-22-06-302-007 located at 17 & 21 Willman Street SE and 6536 & 6540 S. Division Avenue.

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

The vote in favor of this Ordinance was as follows:

YEAS:

NAYS:

ABSENT/ABSTAIN:

ORDINANCE DECLARED ADOPTED

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 KENT COUNTY, MICHIGAN

PUBLIC NOTICE OF POSTING OF PROPOSED ORDINANCE TO AMEND THE GAINES CHARTER TOWNSHIP ZONING ORDINANCE AS PROVIDED IN CHAPTERS 27 THEREOF AMENDING THE GAINES CHARTER TOWNSHIP ZONING ORDINANCE AND ZONING MAP.

At a Regular Meeting of the Township Board of the Charter Township of Gaines, held on Monday, January 11, 2021 the Township Board introduced for first reading proposed Ordinance to Amend The Gaines Charter Township Zoning Ordinance as Provided For In Chapters 27 Section 1.6 Thereof By Amending The Gaines Charter Township Zoning Ordinance And Zoning Map, so as to rezone the following properties in their entirety from R-3 Multi Family Residential to C-2 Commercial:

PROPERTY LOCATED IN GAINES CHARTER TOWNSHIP, KENT COUNTY, MICHIGAN,
DESCRIBED AS PARCELS 41-22-06-302-001, 41-22-06-302-002, 41-22-06-302-006 AND
41-22-06-302-007 LOCATED AT 17 & 21 WILLMAN STREET SE AND 6536 & 6540 S.
DIVISION AVENUE.

The Township Board of the Charter Township of Gaines will consider the proposed amendment for adoption at its Regular Meeting on Monday, February 8, 2021 at 7:00 p.m. Meetings of the Township Board of the Charter Township of Gaines are regularly held at the Gaines Charter Township Offices, 8555 Kalamazoo, Caledonia, Michigan. Masks will be required and social distancing will be observed. Should restrictions require the meeting be held via ZOOM, notification will be posted on our website at www.gainestownship.org, and meeting login information can be obtained by sending a request to info@gainestownship.org.

A true and complete copy of the proposed Ordinance to Amend The Gaines Charter Township Zoning Ordinance as Provided For in Thereof By Amending The Township Zoning Map and can be inspected or obtained in the office of the Township Clerk at the following location

Charter Township of Gaines
8555 Kalamazoo Avenue, SE
Caledonia, MI 49316
616-698-6640

Charter Township of Gaines
Michael A. Brew, Township Clerk

Gaines Charter Township

ACTION ITEM – MEMORANDUM

TO: Gaines Township Board of Trustees

FROM: Laurie J. Lemke, MiCPT, CPFA
Township Treasurer

RE: Action Item to Accept and File the 4th Quarter 2020 Financial Report
Required by Act 20 PA1943

DATE: January 29, 2021

Please review the following financial report of the township funds.

These accounts include the Checking, Savings, Money Market, CD investments and Pooled accounts for both our general and utility funds.

At any time I welcome fellow board members to review with me the status and activity of our township's accounts or address any concerns or questions you may have.

These accounts are balanced each month, and are subject to our annual audit.

GAINES CHARTER TOWNSHIP

LAURIE J LEMKE, TREASURER

CASH, INVESTMENTS; CD'S, MM AND POOL ACCOUNTS

DECEMBER of 2020

Bank	Type	Account #	Amount	APR	Term	Maturity Date
101 GENERAL FUND						
TCF Checking	Ckg	11017778	\$ 1,896,261.77	0.10		
<i>Capital Funds</i>						
CFD - Truck Fund	Assigned		\$ 100,000.00			
CFD - Equipment	Assigned		\$ 7,500.00			
DFD - Truck Fund	Assigned		\$ 100,000.00			
DFD - Equipment Fund	Assigned		\$ -			
Library	Assigned		\$ 15,000.00			
Cemetery	Assigned		\$ 10,000.00			
Township Hall & Grounds	Assigned		\$ 65,000.00			
Division Ave. CIA	Assigned		\$ 40,000.00			
Prairie Wolf Park	Assigned		\$ -			
Sidewalk & Trails	Assigned		\$ 103,639.39			
TCF Checking			\$ 2,337,401.16			
Building Department	Committed		\$ 1,022,073.00			
Right Of Way	Committed		\$ 15,375.00			
Payment in lieu of Sidewalks	Committed		\$ 126,041.00			
Streetlights			\$ -			
Interest to date			\$ 23,117.78			
TCF Savings	MN Save	51012144	\$ 1,186,606.78	0.10		
<i>Investments</i>						
Kent Co. Pool	Pooled	0751 226 13184	\$ 372,681.08	1.98		
Michigan Class	Pooled	MI-01-0421-0001	\$ 573,465.60	0.08		
Lake MI Credit Union	Save	ID 00	\$ 10.30	0.00		
Grand River Bank	CD	3941	\$ 250,000.00	0.50	180 Days	1.26.2021
CIBC	CD	6886649	\$ 250,000.00	0.60	12 Mos.	6.03.2021
TOTAL OF GENERAL FUND			\$ 4,970,164.92			
DIVISION AVE CORRIDOR			\$ 3,823.50			
TRUST & AGENCY			\$ 348,967.67			
TAX FUND			\$ 2,921,797.68			
PETTY CASH			\$ 308.69			
WATER & SEWER						
Bank	Type	CD#	Amount	APR	Term	Maturity Date
TCF Checking	Ckg		\$ 3,158,447.82	0.10		
Kent Co. Pool	Pooled	Various	\$ 7,634,167.51	1.98		
Michigan Class	Pooled	MI-01-0421-0002	\$ 1,548,019.50	0.08		
Consumers Credit Union	Share	9100711051	\$ 25.27			
Consumers Credit Union	MMM	9101416478	\$ 359,504.85	1.25		
Flagstar Bank	CD	107491558	\$ 250,000.00	1.65	365 Days	1.5.2021
CIBC	CD	9091	\$ 250,000.00	0.30	180 Days	1.19.2021
TCF Bank	CD	6060	\$ 300,000.00	0.18	6 Months	2.4.2021
Horizon Bank	CD	190399	\$ 250,000.00	0.41	270 Days	2.27.2021
Macatawa Bank	CD	420632	\$ 250,000.00	0.05	6 Mos	3.23.2021
Level One Bank	CD	5000021982	\$ 300,000.00	1.00	365 Days	3.26.2021
Grand River Bank	CD	3426	\$ 300,000.00	1.04	365 Days	3.26.2021
Union Bank	CD	51175	\$ 302,429.17	1.65	365 Days	4.4.2021
Choice One Bank	CD	5252	\$ 250,000.00	0.75	12 Mos	4.9.2021
West MI Community Bank	CDARS	1023692488	\$ 301,871.16	0.85	52 Weeks	4.8.2021
Mercantile Bank of MI	CD	4300132064	\$ 250,000.00	0.90	12 Mos	4.11.2021
Horizon Bank	CD	188863	\$ 300,000.00	1.80	18 Mos.	4.30.2021
Flagstar Bank	CD	122710313	\$ 300,000.00	0.30	270 Days	5.7.2021
Lake Michigan Credit Union	CD	1076329-40	\$ 251,048.82	1.25	12 Mos	5.21.2021
Choice One Bank	CD	5130	\$ 300,000.00	1.66	18 MOS	5.28.2021
First National Bank of A	CD	3033840	\$ 251,320.21	1.05	12 Months	6.14.2020
TCF Bank	CD	502034010/1	\$ 250,470.43	0.37	12 Months	6.30.2021
West MI Community Bank	CD	3000004154	\$ 250,000.00	0.10	270 Days	8.21.2021
United Bank of MI	CD	990426	\$ 303,052.41	0.25	7 Months	1.21.2021
Comerica Bank	CD	3851-1120296-1	\$ 250,000.00	0.15	6Mos	5.19.2021
First National Bank of MI	RR CD	31015530	\$ 300,000.00	1.76	18 Months	7.21.2021
First Community Bank	CD	7006	\$ 250,000.00	0.20	12 Mos	9.28.2021
Flagstar Bank	CD	120821534	\$ 250,000.00	0.27	12 Months	9.30.2021
Union Bank	CD	51073	\$ 304,393.19	0.50	12 Mos	10.5.2021
Macatawa Bank	CD	423308	\$ 250,000.00	0.10	12 Mos	11.19.2021
First National Bank of A	CD	3033755	\$ 251,319.61	1.05	18 Months	12.17.2021
Restricted W&S Fees	Committed		\$ 19,766,069.95			

Online Permitting Module

Benefits:

- Reduce permitting response time. Contractors and residents can submit permits directly, without the lag time of hand written and mailed submissions.
- Reduce duplication of forms and paperwork.
- Reduce potential exposure to Covid-19 with reduced lobby visits to fill out forms, making payments.
- Convenience for applicants, permits can be submitted 24/7.
- Convenience for applicants, as documents/plans will be able to be attached to the permit applications.
- Convenience for applicants, can track permit status online, reducing e-mails and phone inquiries.
- Potential time and cost savings by cutting down on manual permit entry and invoicing.
- Payments of permits can be submitted directly by using our current point and pay system.
- Potential online scheduling of inspections and follow up.

Initial Cost of Module:	\$6,450.00
(Includes 1 st year of Service Fee: \$1,290.00)	
Remote Setup/Implementation Fee:	\$1,000.00
Project Implementation/Planning:	<u>\$ 250.00</u>
(Convert permit forms to digital)	
Total:	\$7,700.00

Annual Service Fee of approximately \$1,290.00 after the first year.

Online Permit Applications will be subject to a \$2.00 online fee; as well as the 3% credit card fee.

Originally added to budget of 2021, but cost has increased due to demand with COVID and potential volumes of continued growth within Gaines Township.

Proposal for BS&A Online - Community Development, Presented to...
Gaines Charter Township, Kent County

January 13, 2021

Quoted by: Dan J. Burns, CPA



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

To apply for a permit online:

- Search for the appropriate property by property address, name, or parcel number.
- Choose the Permit Type from the approved list of available options.
- Enter the work description for this permit.
- Complete any other required information such as Basic Usage (required fields are denoted by an asterisk).
- Select the list of parties that should receive notifications regarding the status of the permit application. (You can add or delete notification email addresses at this stage).
- Select the Fees that are required for this type of permit.
- Include any attachments for this permit (this includes required plan documents or other relevant materials).

At the conclusion of the aforementioned steps, the permit application is now submitted. The applicant has the option to pay for the permit at this point. Various credit cards are accepted.

Later, when you request an inspection using the Online Inspection Service, all permits that you have applied for will automatically display for easy selection.

Interested in learning more?

Get in touch and we would be happy to schedule a detailed overview of our solutions.



Cost Summary

On-Line Services for BS&A Building Department (requires the use of Building Department .NET)

Initial Fee **\$6,450**

Application Fee **\$2/application**

This fee is for permit application submission only. Fees are accumulated and billed to the municipality.

Remote Implementation/Setup/Training on the use of BS&A Online – Community Development **\$1,000**

Includes implementation of the items selected below. On-site training is available as an option, and will be quoted separately.

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).
- Includes all features below:
 - View My Activity (always enabled): Enables contractors and the general public to easily access inspections and permits they have requested.
 - Inspection Scheduling: Enables contractors and the general public to submit requests for inspections online.
 - Building Department Search: Performs a search by any record number, including addresses, permits, and certificates.
 - Rental Property Search: Enables users to search for addresses that are flagged as rental properties.
 - Permit Applications: Enables contractors and the general public to submit permit applications online (see "Application Fee," below). This feature requires the Payment of Fees feature.
 - Payment of Fees: Enables contractors and the general public to pay for permit and other fees online (see "Payment Processing Requirements," below).

\$250



Connection Requirements

BS&A Online requires a high-speed internet connection (cable modem or DSL).

Payment Processing Requirements

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/bsonline/public-records-search/> for information.



Cost Totals

Initial Fee	\$6,450
Remote Implementation/Setup/Training	\$1,000
Project Management and Implementation Planning	\$250
Total Proposed	\$7,700

Payment Schedule

- 1st Payment: **\$250** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$6,450** to be invoiced at start of training.
- 3rd Payment: **\$1,000** to be invoiced upon completion of training.



Annual Service Fee

Unlimited support during your first year with the program is included in your purchase price. Thereafter, Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).

\$1,290



Memo

To: Gaines Charter Township Board
From: Robert DeWard, Township Supervisor
Date: January 18, 2021
Re: Use of Peg Funds

Although it was “state of the art at” the time it was purchased, our existing projector system in the Board Room is obsolete. For approximately the past five (5) years we have had to purchase adapter(s) each year as technology changes.

We have reached the point where the system needs to be replaced. I have attached a quote from Ocean Omega to replace the projector system with two wall mounted 82” smart tv’s and the computer equipment to run them. The cost of the equipment came in at \$4,750.00, plus installation (estimated at \$400 - \$600).

Currently the Township has approximately \$6,100.00 in PEG funds available. The use of these funds is restricted to projects/items/services related to communication(s) that benefit the general public.

The proposed upgrading of the projector system would meet the criteria. It will be easier for documents to be viewed, and easier for guests to connect and project their presentations.

I would like to recommend we accept this quote and have the two TV’s installed. One would be placed so it is easily viewed by the Board and the other so it is easily viewed by anyone in attendance.

TV (for Board)

Corner
Window

TV (for audience)

Dias



Omega Systems

5324 Plainfield Ave NE
Grand Rapids, MI 49525
TEL: 616-361-6677
FAX: 616-363-9430
E-MAIL: sales@oceaninc.com

QUOTATION

Quote Number: SQ-17995
Quote Date: Jan 12, 2021
Page: 1

Quoted To:

GAINES TOWNSHIP
8555 KALAMAZOO AVE SE
CALEDONIA, MI 49316

Customer ID	Good Thru	Payment Terms	Sales Rep
C9299-E	2/11/21	Net 30 Days	NH

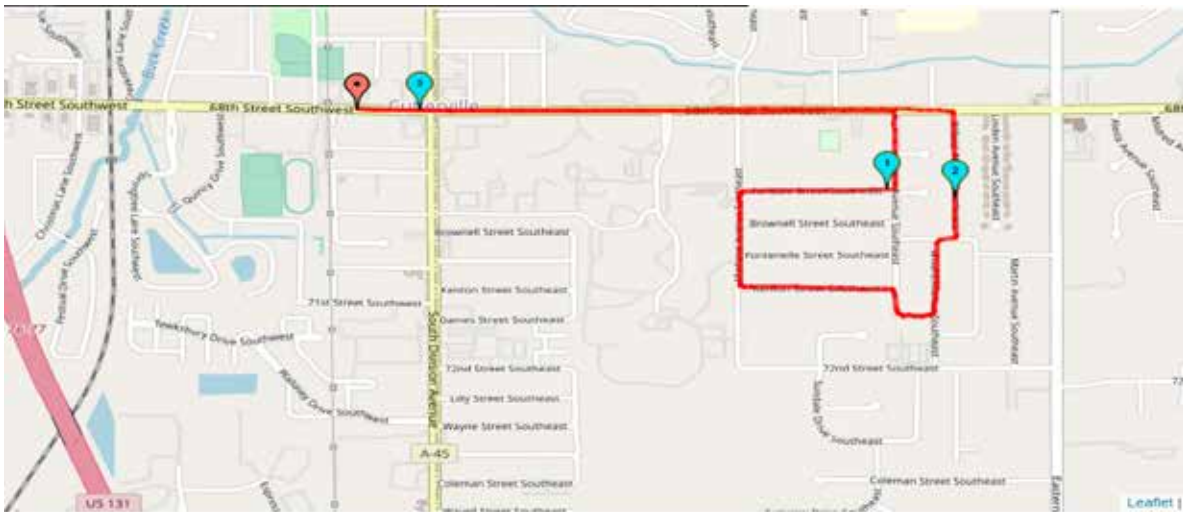
Quantity	Item	Description	Unit Price	Amount
2.00	MISC	Samsung or Similiar Brand 82" Class TU700D-Series Crystal Ultra HD 4K Smart TV	1,997.00	3,994.00
2.00	MISC	Wall Mount For avove TV	169.00	338.00
1.00	MISC	1 to 2 Port Hdmi convertor	79.00	79.00
1.00	MISC	Mini PC with Windows 10 2 Gb Ram and 32 GB SSD, Wireless Kb, Mouse Note: Install and setup to be billed at actual as part of service contract	339.00	339.00
Subtotal				4,750.00
Sales Tax				
TOTAL				4,750.00

Memo

To: Gaines Charter Township Board
From: Rob DeWard, Supervisor
Date: January 22, 2021
Re: 2021 Diemer Run

Plans are in the works for the 2021 Diemer 5K (date to be determined). The committee has mapped out the route and is working with the Kent County Health Department to make sure all restrictions (due to COVID-19) are being followed, realizing this is a moving target.

They are seeking Board approval for road closures between 7:30AM and 10:30AM along the race route.



With Board approval, the committee will then firm up restrictions and the date, working with the Kent County Road Commission, Kent County Sheriff, and Cutlerville Fire to obtain the necessary permits and coverage.

Memo

To: Gaines Charter Township Board
From: Robert DeWard, Supervisor
Date: January 26, 2021
Re: Pay rate for new Cutlerville Fire hire

A selection committee conducted interviews of the candidates vying for the open full-time firefighter position at Cutlerville Fire.

The selection committee made a recommendation to the Cutlerville Fire Board that Geoff Evans be hired to fill the vacancy.

Geoff is a former employee of Cutlerville fire, who now resides in South Carolina. The CFB voted to follow the selection committee's recommendation and offer the position to Geoff.

APPENDIX A of the current Union Contract outlines starting wages for employees hired on or after July 1, 2020. There is a five-step process in place, based on years of experience. Because Geoff is a former employee of Cutlerville Fire, and based on his years of experience, Chief Sheely recommended Geoff's starting wage be set at \$22.20 (current top hire pay).

APPENDIX A also states the "Boards" reserve the right to amend the starting wage based on prior experience of the applicant. "Boards" is clearly defined as the Township Boards of Trustees (Byron and Gaines), not the CFB.

The Cutlerville Fire Board would like to recommend that Geoff Evans' starting wage be set at \$22.20 (step five/current top hire pay for a firefighter).

APPENDIX A – Wages

Wages Per Hour

Rate of Increase	July 1, 2020 2%
Firefighter	\$22.20
Captain	\$22.20
Captain Stipend	\$400/month
Lieutenant/ Training Officers Stipend	\$170/month

35.2 Starting wage for employees hired July 1, 2020, shall be in accordance with the following schedule:

Start	6 Months	1 Year	2 Years	3 Years
\$19.38 Step 1	\$19.89 Step 2	\$20.40 Step 3	\$21.18 Step 4	\$22.20 Step 5 or current top pay for Firefighter

Upon the execution of this Collective Bargaining Agreement, Employer will make a one-time payment to each union member for hazard pay in the amount of \$300 effective the first full pay period on or after July 1, 2020.

The Boards reserve the right to amend the starting wage based on prior experience of the applicant.

Memo

To: Gaines Charter Township Board
From: Kim Triplett, Executive Secretary
Date: January 28, 2021
Re: **Neverthesame** Road Closure Request

Robin Johns, Grand Rapids Mud Run Administrator for **Neverthesame** has submitted the group's annual request for a road closure for their August 2021 event.

They are requesting that Ridgebrook Dr. South of 60th and North of Eastport Dr. be closed from 4:00AM to 5:00PM, Saturday, August 28, 2021.

The Mud Run is in its 11th year. To accommodate the runners the course has been expanded, and they will be working with both Heritage Baptist and Kentwood Community churches.

As in the past, Robin Johns will coordinate with the Kent County Road Commission, The Rapid (one bus stop will be disrupted), and the Kent County Sheriff Dept.



January 28, 2021

Dear Board Members:

We are sending you this letter to request permission to close a section of Ridgebrook Drive. The Grand Rapids Mud Run is in its 11th year. To accommodate our runners and spectators we have expanded our course and plan to again work with Heritage Baptist as well as Kentwood Community Church, using both church properties. For this to happen we would need to close a section of Ridgebrook Drive South of 60th Street.

When: Closure on Saturday August 28th, 2021 from 4:00am to 5:00pm

Where: Ridgebrook Dr. South of 60th and North of Eastport Dr.

Why: The Grand Rapids Mud Run expanded course East of Ridgebrook

Cleanup: There will be very little clean up needed. We are not doing any physical work to the road. There will be approximately 1,200 runners that will cross the road twice as a part of the expanded Grand Rapids Mud Run Course. Clean up will mostly be left behind dirt and mud that will be taken care of before 5:00pm.

In preparation for closing the road we will contact the Kent County Road Commission.

There is one bus stop on this section of road, and we will also be contacting The Rapid as needed about the closure.

Thank you for your consideration.

The Grand Rapids Mud Run Team
Robin Johns – Grand Rapids Mud Run Administrator
(616) 481-2446 – Never The Same (parent organization for Grand Rapids Mud Run) P.O. Box 88254, Kentwood MI 49518

Memo

To: Gaines Charter Township Board
From: Robert DeWard, Supervisor
Date: February 3, 2021
Re: Pruning of Apple Orchard – Prairie Wolf Park

The Parks and Trails Committee is looking for Board approval of a \$3,996 quote from Everett's for the pruning of apple trees and cleaning up of the orchard in Prairie Wolf Park (west of the wolf sculpture).

When asked for clarification, Brian Diemer stated the quote is for 70 hours of work pruning, cleaning and hauling away the debris. He also said that even though the document says "estimate", it is a quote and he will not charge any more than the stated price.

The work is quoted at "winter rates" so he will start the work as soon as he gets approval so the work can be completed before rates go up in the Spring.

The Committee anticipated the cost of the project and included an additional \$4,000 in their projected 2021 budget.

Procedure dictates they receive Board approval for an expenditure of this size.



Friday, January 22, 2021
Estimate# E210054

Dana Lehman
8555 Kalamazoo Avenue SE
Caledonia, MI 49316

Prairie Wolf Park – Pruning

Pruning apple trees and cleaning up the orchard, from the prairie wolf silhouette moving west.

Grand Total: \$3,996.00

Payment Schedule

50% Deposit upon signing	50.00%	\$1,998.00
Progress billings thru completion	50.00%	\$1,998.00

Payment Terms: Net 15 Days

Warranty

Everett's Landscape Management, Inc. guarantees plants have been inspected and approved by the Michigan Department of Agriculture. Planting materials furnished and installed by Everett's Landscape Management, Inc. include a limited one-year warranty. Plants must be properly maintained and warranty must be activated within 30 days of completion. To activate warranty, project must be paid in full within 30 days of completion date. Plants and materials in need of replacement will be replaced once. Replacements will be performed in the proper installation conditions, as availability allows. We cannot accept responsibility for loss caused by factors beyond our control, such as: rain, wind, hail, freezing, over or under watering, improper drainage, settlement, natural deterioration, fire, tornado, vandalism, animals, pets, equipment, insects, disease, and lack of routine maintenance for which the owner is responsible. *All guarantees and warranties are void if project is not paid in full within 30 days of completion.*

Important

Stakes, wire, hoses, or ropes that have been used to support some of your planting materials should be taken off after one year. If allowed to remain, the wire or ropes will grow into the plant, causing damage and ultimately the death of the plant. If wraps were used for trees planted during the fall, they should be removed the following spring. *Customer accepts responsibility to acquire all required permits and necessary documentation, including but not limited to those from the DNR, DEQ, county, city, township, or any homeowner's association, needed to perform work.*

Additional Services

Charges for additional labor and/or materials requested by the customer will be added to the original proposal price and invoiced upon completion of project. Terms for any extras will be Net Due Upon Receipt.

For new construction, the site where work is to be performed must be sub-graded to ensure proper drainage and be free of construction materials and debris. This proposal may be subject to extra charges for items not visible or revealed by the customer at the time of the estimation. These items include, but are not limited to: rocks, roofs, foundations, debris, poor drainage situations, hidden obstructions, etc. Every attempt at accuracy has been made to be as inclusive as possible, however, final pricing will be based on actual measurements and materials used.

Disclaimer

Everett's Landscape Management, Inc. cannot be held responsible for underground utilities, irrigation systems, wiring, drainage systems, and other obstructions. All reasonable attempts will be made to mark utilities and avoid damage to the above items. However, we cannot be held liable for damage to them. Additionally, we will make every effort to protect customer property; if required to drive over concrete or asphalt we cannot be held responsible for damage caused by equipment or vehicles. *Customer agrees to hold Everett's Landscape Management, Inc. and its agents harmless for damage to underground utilities, concrete and any other obstructions buried underground.*

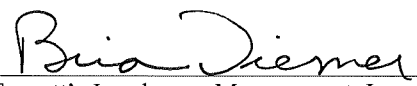
Terms

A 50% down payment is due upon acceptance of the proposal. If customer cancels a project and the deposit was paid with a credit card, a cancellation fee of 5% (or min. \$25) will be assessed. *Any project that exceeds 30 days to complete, will be invoiced for the completed portion monthly until completion.* The balance is due upon completion. Credit card payments are accepted and will incur a 1 ½% service fee, maximum transaction limit of \$5,000. Past due accounts will incur service charges of 1 ½ % per month (18% per annum). Should Everett's Landscape Management, Inc. need to engage the services of an attorney in connection with this agreement or to enforce payment hereunder, Everett's Landscape Management, Inc. shall be entitled to collect reasonable attorney's and/or collection fees as permitted by the laws governing these transactions. All applicable sales taxes will be charged at the time of billing.

Acceptance

The proposed prices, specifications and conditions are satisfactory and are hereby accepted. Everett's Landscape Management, Inc. is authorized to perform work as specified. *Payment will be made as outlined in terms above. I have read and agree to warranty guidelines and damage disclaimer.*

Please sign one copy and return it with a 50% down payment. We will then proceed with obtaining a project start date. You will be notified with the start date.



Everett's Landscape Management, Inc.

1/22/21
Date

Customer Authorization Signature

Date

Customer's Name Printed

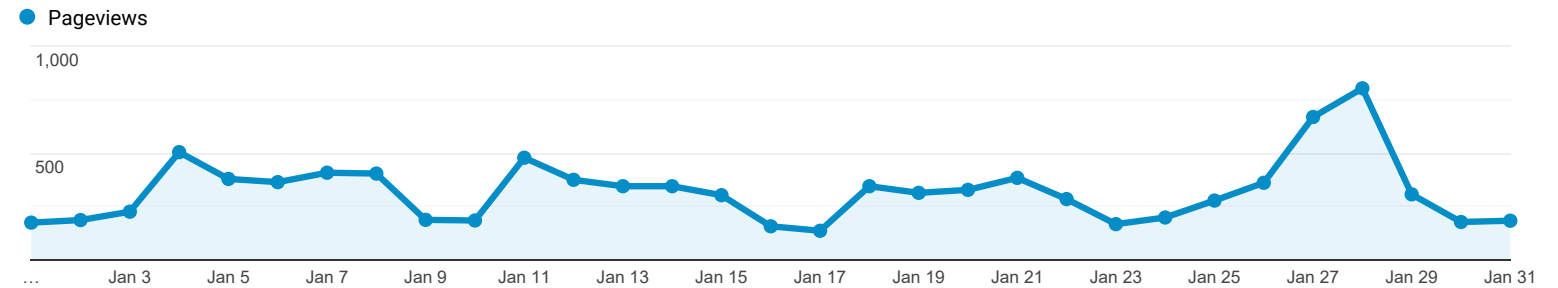
Proposal Number

Pages

 All Users
100.00% Pageviews

Jan 1, 2021 - Jan 31, 2021

Explorer



Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
	9,993 % of Total: 100.00% (9,993)	7,412 % of Total: 100.00% (7,412)	00:01:25 Avg for View: 00:01:25 (0.00%)	3,994 % of Total: 100.00% (3,994)	50.08% Avg for View: 50.08% (0.00%)	39.97% Avg for View: 39.97% (0.00%)	\$0.00 % of Total: 0.00% (\$0.00)
1. /	2,294 (22.96%)	1,801 (24.30%)	00:01:10	1,647 (41.24%)	33.76%	38.88%	\$0.00 (0.00%)
2. /residents/index.php	647 (6.47%)	388 (5.23%)	00:01:41	31 (0.78%)	70.97%	32.15%	\$0.00 (0.00%)
3. /how_do_i_(faq)/contact/office.php	547 (5.47%)	419 (5.65%)	00:01:06	117 (2.93%)	55.56%	40.59%	\$0.00 (0.00%)
4. /document_center/index.php	488 (4.88%)	400 (5.40%)	00:03:53	105 (2.63%)	79.05%	64.75%	\$0.00 (0.00%)
5. /revize/gaines/	409 (4.09%)	265 (3.58%)	00:00:36	252 (6.31%)	42.86%	34.47%	\$0.00 (0.00%)
6. /online_services/index.php	273 (2.73%)	245 (3.31%)	00:03:37	111 (2.78%)	63.06%	54.95%	\$0.00 (0.00%)
7. /departments/water_sewer.php	258 (2.58%)	196 (2.64%)	00:02:13	154 (3.86%)	52.60%	47.67%	\$0.00 (0.00%)
8. /parks_and_recreation/prairie_wolf_park.php	256 (2.56%)	154 (2.08%)	00:01:05	146 (3.66%)	45.21%	47.27%	\$0.00 (0.00%)
9. /departments/treasurer_.php	207 (2.07%)	161 (2.17%)	00:01:27	117 (2.93%)	62.39%	54.11%	\$0.00 (0.00%)
10. /trustee_log-in/index.php	189 (1.89%)	159 (2.15%)	00:02:19	49 (1.23%)	67.35%	53.44%	\$0.00 (0.00%)

Rows 1 - 10 of 417

Cutlerville Fire Committee
Meeting Minutes
January 20, 2021
Meeting via Zoom

Attendance: DeWard, Hooker, Tillema, Holbrook,
Absent with Notice: Haagsma
Others: Chief Sheely, K Van Hall

R DeWard called the meeting to order at 4:05 pm

A Tillema opened with prayer

Chief Sheely requested to add items to the agenda:

- E-35 – how will it be titled
- E-35 – approval of funding up to \$2,500 for mounting of handheld equipment
- Firefighter Association Account – disbursements per Intergovernmental Agreement

Motion to add items to agenda: S Holbrook

2nd: A Tillema

Ayes: All

Nays: None

MOTION CARRIED

- Review of Minutes from 12/17/2020

Motion to approve: T Hooker

Edits: S Holbrook – under extraction tool for New E35 – 2nd line at end “training” should be “trading in”

2nd: S Holbrook

Ayes: All

Nays: None

MOTION CARRIED

Conflict of interest – None

NEW BUSINESS:

- ACTION ITEM - Recommendation from interview committee to hire Geoff Evans for the fulltime firefighter position
Additional recommendations:
 - o Start pay based on experience - \$22.20

- o Physical – use 4-month-old physical (from current employer) or have a new one Taken

Motion to approve the hiring of Geoff Evans at \$22.20 per hour and require a new physical and drug test: S Holbrook

2nd: A Tillema

Ayes: All

Nays: None

MOTION CARRIED

NOTE – PAY RATE NEEDS TO GO TO TOWNSHIP BOARDS AS A RECOMMENDATION FROM THE CFB

- NON-ACTION ITEM – Ken Van Hall on light duty until 2/1/2021
- NON-ACTION ITEM – Introduction of an Awards and Commendations program at CFD
- NON-ACTION ITEM – 360 Feedback (one on one) meetings will commence 2/1/2021
- NON-ACTION ITEM – Black Helmet Program – post training program – doing fine tuning
- NON-ACTION ITEM – Evaluation of current PT and POC staffing numbers is underway
- NON-ACTION ITEM – Identify/branding changes – changing insignia – current developed by former chief. Desire to change and put graphics on the new truck – over the year, upgrade uniforms etc. Not budgeted for and will work within budget as it allows. DeWard suggests an estimate be obtained.
- ACTION ITEM – Approval to allow expenditure of up to \$2,500 for mounting hardware on new E35 (extraction tool, shovels, etc.)

Motion to approve expenditure of up to \$2,500 for mounting hardware on new E35: A

Tillema

2nd: T Hooker

Ayes: All

Nays: All

MOTION CARRIED

- NON-ACTION ITEM - How will new E35 be titled.
Cannot be titled to two Townships. Whomever holds insurance should probably hold the title.
T Hooker questioned liability of non-named Township. R DeWard - as long as both Townships use same insurance company not an issue. General consensus - name Byron Township as additional insured on the policy.

- ACTION ITEM - Firefighter Association Account – disbursements per Intergovernmental Agreement

Donated dollars in question – non-fundraising funds. Does Intergovernmental Agreement (section 18.2) include donations as they are not solicited? Is Fire Board approval required to spend the donated dollars? Dutton uses a 501C4.

Can CFB give a blanket approval for use of these funds? S Holbrook – can the CFB give a not to exceed approval.

R DeWard - Cannot make changes to Intergovernmental Agreement – has to be done by resolution by each Board.

Chief Sheely – Dollars are donated to the firefighters, not to the Township. Looking for direction on how to make funds useable.

T Hooker - Can Supervisor's make a decision and then take it to the Boards retroactively?

S Holbrook - a “not to exceed” clause is essential.

Chief Sheely wants to be able to spend funds and get approval from Fire Board retroactively – would be the exception, not the rule.

Motion to allow expenditures of “donated” dollars, up to \$500 with Supervisors permission and revisit Intergovernmental Agreement to clarify: T Hooker

2nd: S Holbrook

Ayes: Holbrook, Hooker, DeWard

Nays: Tillema

MOTION CARRIED

Review Intergovernmental Agreement – differentiate between fundraising dollars and donated dollars.

MOTION TO AJOURN: S Holbrook

2nd: A Tillema

Ayes: All

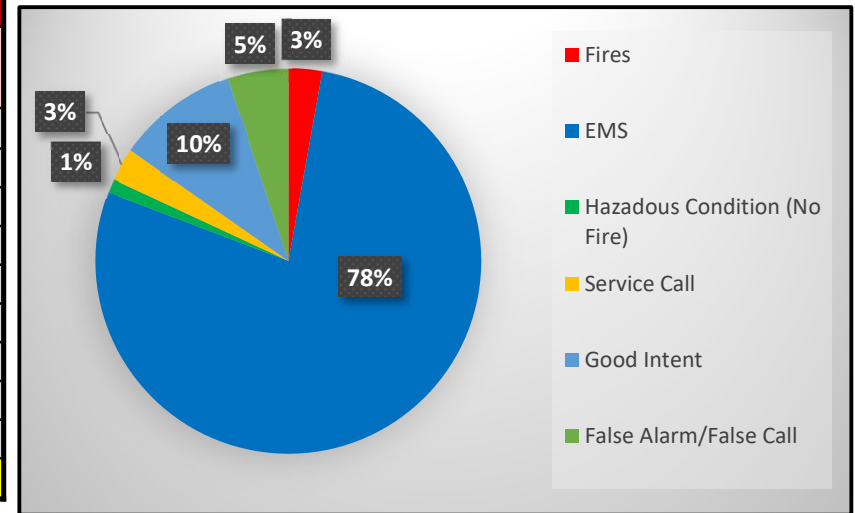
Nays: None

Next Scheduled meeting 3/17/2021

CUTLERVILLE FIRE DEPARTMENT

DECEMBER 2020 REPORT

DECEMBER 2020 RESPONSE SUMMARY				
NFIRS INCIDENT TYPE SERIES	DEC 2020	2020 YTD	2019 YTD	YTD CHANGE
Fires	5	84	70	20.0%
Explosion/Excessive Heat	0	3	1	0.0%
EMS	138	1527	1532	-0.3%
Hazadous Condition (No Fire)	2	59	72	-18.1%
Service Call	5	71	87	-18.4%
Good Intent	18	184	192	-4.2%
False Alarm/False Call	9	103	164	-37.2%
Severe Weather/Natural Disaster	0	3	4	0.0%
Special Incident Type	0	0	0	0.0%
TOTAL	177	2034	2122	-4.1%



RESPONSE BY SHIFT SUMMARY				
SHIFT	DEC 2020	2020 YTD	2019 YTD	YTD CHANGE
Full-Time	126	1392	1389	0.2%
Full-Time/POC	51	642	733	-12.4%
TOTAL	177	2034	2122	

AID TYPE	DEC 2020	2020 YTD	2019 YTD	YTD CHANGE
Mutual aid received	1	36	31	16.1%
Automatic aid rec	2	39	37	5.4%
Mutual aid given	0	18	14	28.6%
Automatic aid given	1	40	24	66.7%
Other aid given	0	3	5	0.0%
None	173	1898	2001	-5.1%
TOTAL	177	2034	2112	

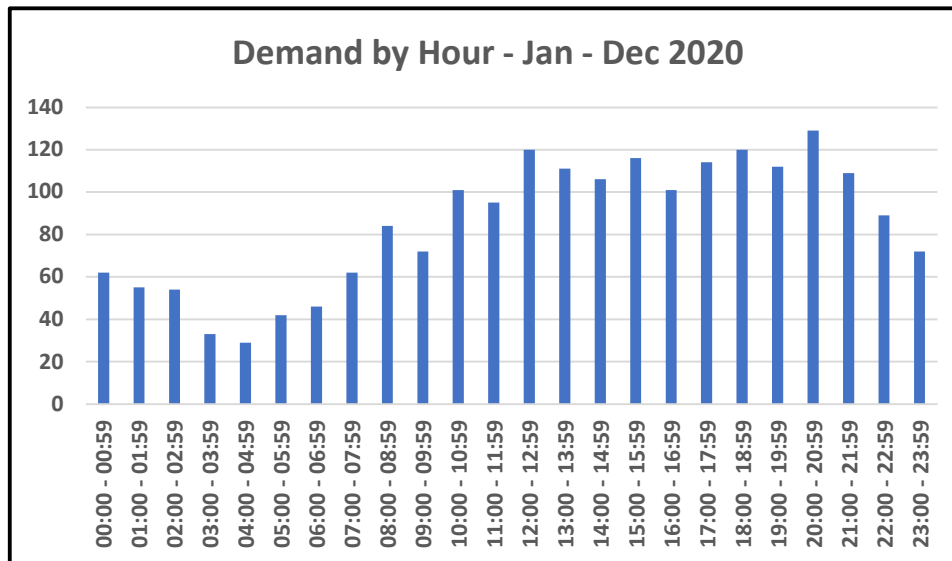
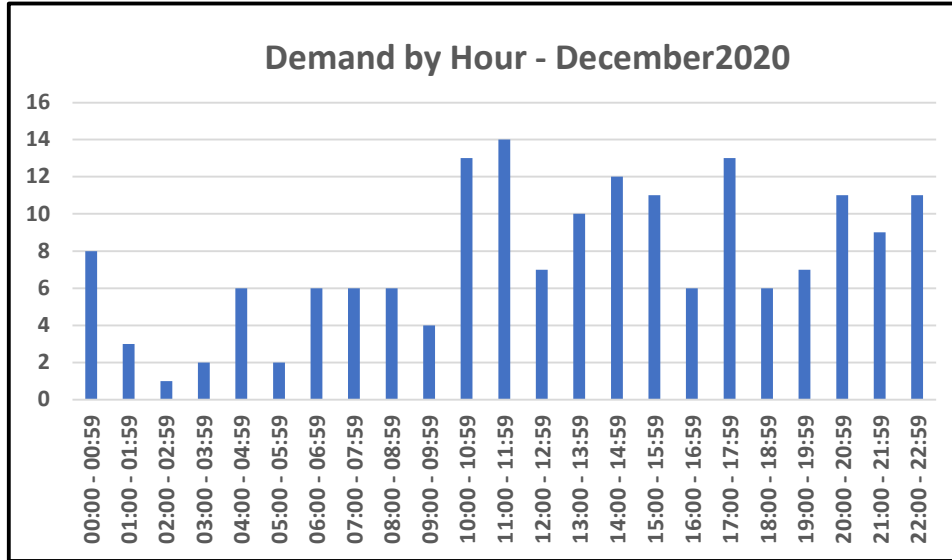
RESPONSES BY ZONE SUMMARY				
ZONE	DEC 2020	2020 YTD	2019 YTD	YTD CHANGE
CFD-Byron - Cutlerville Fire District Byron Township	64	831	871	-4.6%
CFD-Gaines - Cutlerville Fire District Gaines Township	109	1110	1170	-5.1%
Byron - Byron Twp Fire District	2	31	7	342.9%
Dutton - Dutton Fire District	1	17	19	-10.5%
Kentwood - Kentwood Fire District	0	25	34	-26.5%
Leighton - Leighton Twp Fire District	1	6	3	100.0%
Wyoming - Wyoming Fire District	0	14	18	-22.2%
TOTAL	177	2034	2122	

TRAINING HOURS SUMMARY			
DEC 2020	2020 YTD	2019 YTD	YTD CHANGE
237	3003	1404	113.89%

CUTLERVILLE FIRE DEPARTMENT

DECEMBER 2020 REPORT

No. of Incidents by Hour - Dec 2020	
00:00 - 00:59	8
01:00 - 01:59	3
02:00 - 02:59	1
03:00 - 03:59	2
04:00 - 04:59	6
05:00 - 05:59	2
06:00 - 06:59	6
07:00 - 07:59	6
08:00 - 08:59	6
09:00 - 09:59	4
10:00 - 10:59	13
11:00 - 11:59	14
12:00 - 12:59	7
13:00 - 13:59	10
14:00 - 14:59	12
15:00 - 15:59	11
16:00 - 16:59	6
17:00 - 17:59	13
18:00 - 18:59	6
19:00 - 19:59	7
20:00 - 20:59	11
21:00 - 21:59	9
22:00 - 22:59	11
23:00 - 23:59	3



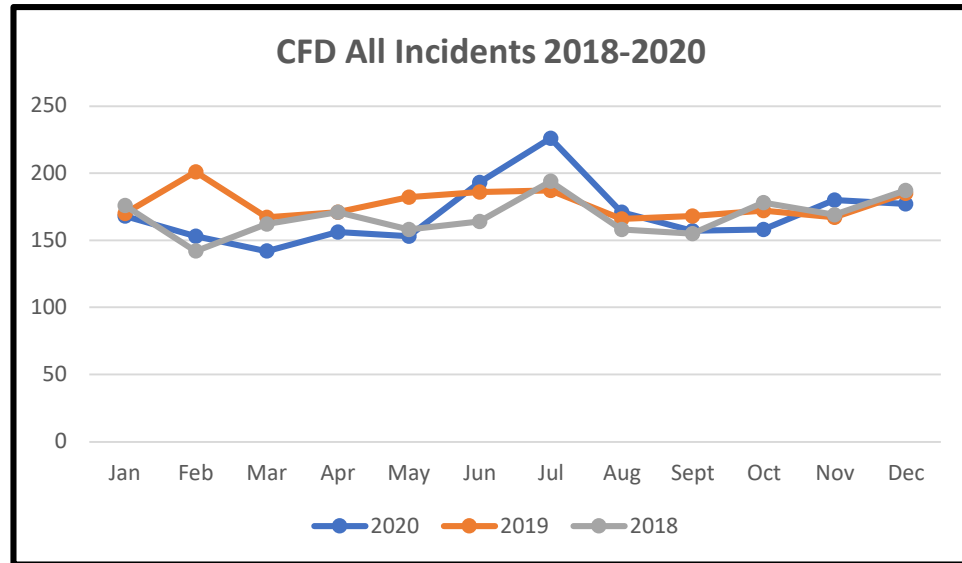
No. of Incidents by Hour Jan-Dec 2020	
00:00 - 00:59	62
01:00 - 01:59	55
02:00 - 02:59	54
03:00 - 03:59	33
04:00 - 04:59	29
05:00 - 05:59	42
06:00 - 06:59	46
07:00 - 07:59	62
08:00 - 08:59	84
09:00 - 09:59	72
10:00 - 10:59	101
11:00 - 11:59	95
12:00 - 12:59	120
13:00 - 13:59	111
14:00 - 14:59	106
15:00 - 15:59	116
16:00 - 16:59	101
17:00 - 17:59	114
18:00 - 18:59	120
19:00 - 19:59	112
20:00 - 20:59	129
21:00 - 21:59	109
22:00 - 22:59	89
23:00 - 23:59	72

Count of Overlapping Incidents/Percentage of Incidents					
2020	%	2019	%	2018	%
194	9.5%	216	10.2%	181	9.0%

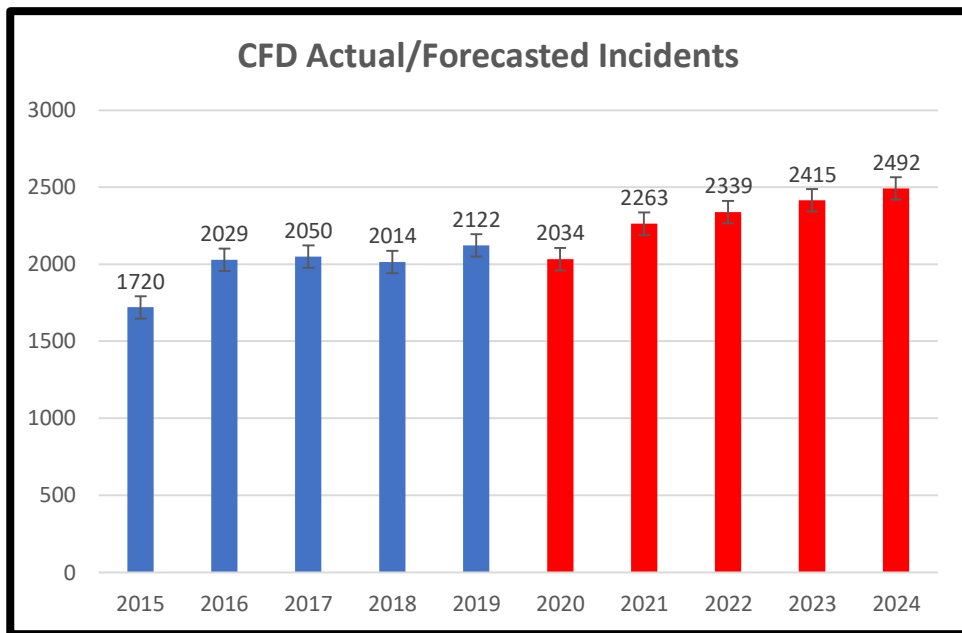
CUTLERVILLE FIRE DEPARTMENT

DECEMBER 2020 REPORT

Month	2020	2019	2018
Jan	168	170	176
Feb	153	201	142
Mar	142	167	162
Apr	156	171	171
May	153	182	158
Jun	193	186	164
Jul	226	187	194
Aug	171	166	158
Sept	157	168	155
Oct	158	172	178
Nov	180	167	169
Dec	177	185	187



Year	Incidents
2015	1720
2016	2029
2017	2050
2018	2014
2019	2122
2020	2034
2021	2263
2022	2339
2023	2415
2024	2492

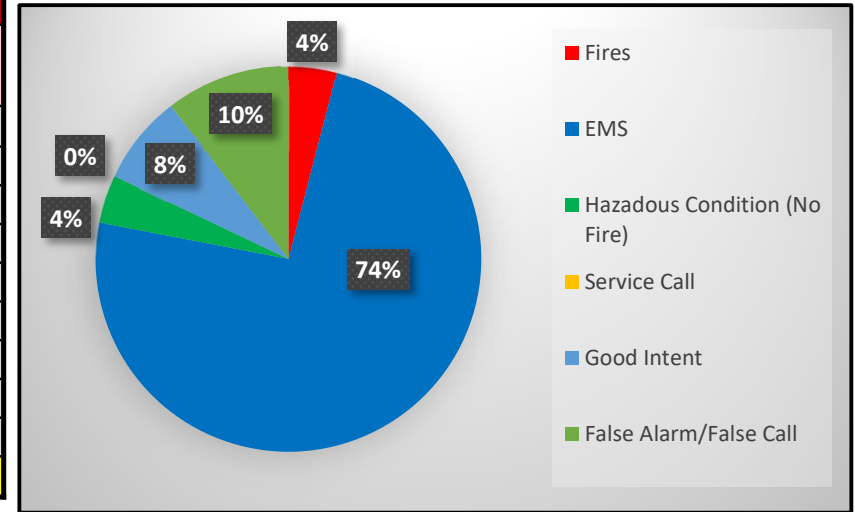


CUTLERVILLE FIRE DEPARTMENT

JANUARY 2021 REPORT

JANUARY 2021 RESPONSE SUMMARY

NFIRS INCIDENT TYPE SERIES	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
Fires	7	7	5	40.0%
Explosion/Excessive Heat	0	0	0	0.0%
EMS	128	128	129	-0.8%
Hazadous Condition (No Fire)	7	7	5	40.0%
Service Call	0	0	7	-100.0%
Good Intent	13	13	12	8.3%
False Alarm/False Call	18	18	10	80.0%
Severe Weather/Natural Disaster	0	0	0	0.0%
Special Incident Type	0	0	0	0.0%
TOTAL	173	173	168	3.0%



RESPONSE BY SHIFT SUMMARY

SHIFT	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
Full-Time	111	111	116	-4.3%
Full-Time/POC	62	62	52	19.2%
TOTAL	173	173	168	

RESPONSES BY ZONE SUMMARY

ZONE	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
CFD-Byron - Cutlerville Fire District Byron Township	76	76	83	-8.4%
CFD-Gaines - Cutlerville Fire District Gaines Township	93	93	77	20.8%
Byron - Byron Twp Fire District	0	0	0	0.0%
Dutton - Dutton Fire District	0	0	2	-100.0%
Kentwood - Kentwood Fire District	3	3	5	-40.0%
Leighton - Leighton Twp Fire District	0	0	0	0.0%
Wyoming - Wyoming Fire District	1	1	1	0.0%
TOTAL	173	173	168	

AID TYPE	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
Mutual aid received	4	4	4	0.0%
Automatic aid rec	3	3	2	50.0%
Mutual aid given	1	1	1	0.0%
Automatic aid given	1	1	5	-80.0%
Other aid given	0	0	0	0.0%
None	164	164	156	5.1%
TOTAL	173	173	168	

TRAINING HOURS SUMMARY

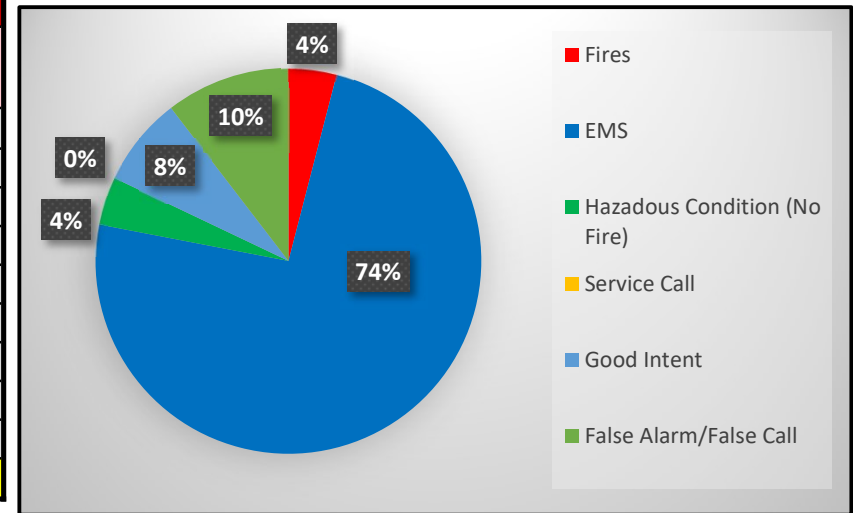
JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
171	171	318	-46.23%

CUTLERVILLE FIRE DEPARTMENT

JANUARY 2021 REPORT

JANUARY 2021 RESPONSE SUMMARY

NFIRS INCIDENT TYPE SERIES	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
Fires	7	7	5	40.0%
Explosion/Excessive Heat	0	0	0	0.0%
EMS	128	128	129	-0.8%
Hazadous Condition (No Fire)	7	7	5	40.0%
Service Call	0	0	7	-100.0%
Good Intent	13	13	12	8.3%
False Alarm/False Call	18	18	10	80.0%
Severe Weather/Natural Disaster	0	0	0	0.0%
Special Incident Type	0	0	0	0.0%
TOTAL	173	173	168	3.0%



RESPONSE BY SHIFT SUMMARY

SHIFT	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
Full-Time	111	111	116	-4.3%
Full-Time/POC	62	62	52	19.2%
TOTAL	173	173	168	

RESPONSES BY ZONE SUMMARY

ZONE	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
CFD-Byron - Cutlerville Fire District Byron Township	76	76	83	-8.4%
CFD-Gaines - Cutlerville Fire District Gaines Township	93	93	77	20.8%
Byron - Byron Twp Fire District	0	0	0	0.0%
Dutton - Dutton Fire District	0	0	2	-100.0%
Kentwood - Kentwood Fire District	3	3	5	-40.0%
Leighton - Leighton Twp Fire District	0	0	0	0.0%
Wyoming - Wyoming Fire District	1	1	1	0.0%
TOTAL	173	173	168	

AID TYPE	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
Mutual aid received	4	4	4	0.0%
Automatic aid rec	3	3	2	50.0%
Mutual aid given	1	1	1	0.0%
Automatic aid given	1	1	5	-80.0%
Other aid given	0	0	0	0.0%
None	164	164	156	5.1%
TOTAL	173	173	168	

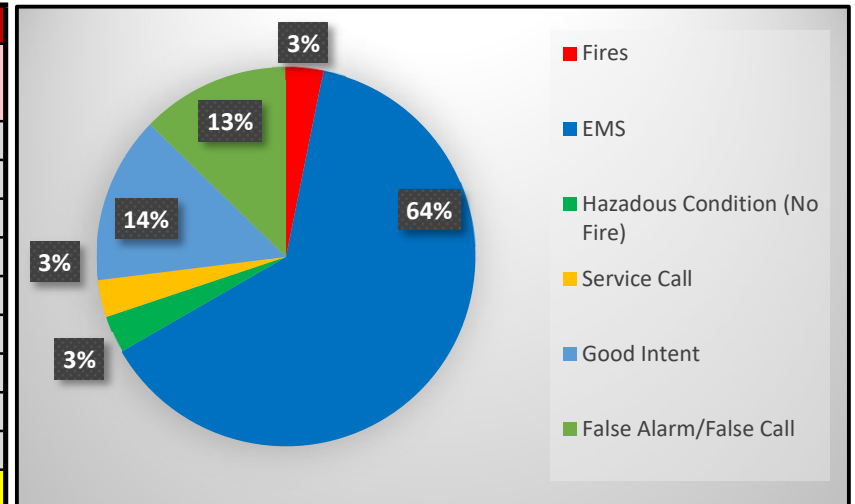
TRAINING HOURS SUMMARY

JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
171	171	318	-46.23%

DUTTON FIRE DEPARTMENT

JANUARY 2021 REPORT

JANUARY RESPONSE SUMMARY				
NFIRS INCIDENT TYPE SERIES	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
Fires	2	2	3	-33.3%
Explosion/Excessive Heat	0	0	0	0.0%
EMS	40	40	36	11.1%
Hazadous Condition (No Fire)	2	2	2	0.0%
Service Call	2	2	2	0.0%
Good Intent	9	9	4	125.0%
False Alarm/False Call	8	8	5	60.0%
Severe Weather/Natural Disaster	0	0	0	0.0%
Special Incident Type	0	0	0	
TOTAL	63	63	52	21.2%



RESPONSE BY SHIFT SUMMARY				
SHIFT	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
FT/PT Day Shift	21	21	15	40.0%
FT/PT Day/POC & POC	42	42	37	13.5%
TOTAL	63	63	52	

AID TYPE	JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
Mutual aid received	2	2	1	100.0%
Automatic aid rec	0	0	0	0.0%
Mutual aid given	2	2	3	-33.3%
Automatic aid given	4	4	3	33.3%
Other aid given	2	2	1	100.0%
None	53	53	44	20.5%
TOTAL	63	63	52	

RESPONSES BY ZONE SUMMARY				
ZONE	JAN 2021	2021 YTD	2020 YTD	YTD (+/-)
Dutton - Dutton Fire District (All Zones)	54	54	44	22.7%
CFD-Byron - Cutlerville Fire District Byron Township	0	0	0	0.0%
CFD-Gaines - Cutlerville Fire District Gaines Township	7	7	3	133.3%
Byron - Byron Twp Fire District	0	0	0	0.0%
Caledonia- Caledonia Fire Rescue	1	1	1	0.0%
Kentwood - Kentwood Fire District	1	1	2	-50.0%
Leighton - Leighton Twp Fire District	0	0	0	0.0%
Thornapple - Thornapple FD	0	0	0	0.0%
Wyoming - Wyoming FD	0	0	0	0.0%
TOTAL	63	63	50	

TRAINING HOURS SUMMARY			
JAN 2021	2021 YTD	2020 YTD	YTD CHANGE
116	116	128.75	-9.90%

Dutton Firefight Association Annual Report 2020

Date	Ck#	Debit	Reason	Credit	Reason	Balance	CD Balance
1/1/2020						3585.27	7307.69
2/1/2020				50		3635.27	
3/1/2020						3635.27	
4/1/2020			3 analysis			3632.27	
5/1/2020			3 analysis			3629.27	
6/1/2020			3 analysis			3626.27	
7/1/2020			3 analysis			3623.27	
8/1/2020			3 analysis			3620.27	
9/15/2020			450 Wive difts				
9/16/2020		293.65	Dinner				
9/16/2020		7.41	Tableware				
9/23/2020			4 analysis			2865.21	
10/13/2020			452.5 Christmas Gifts for FF				
10/16/2020			4 analysis			2408.71	
11/1/2020			4 analysis	500	Toys for Tots	2904.71	
12/1/2020			4 analysis				
12/9/2020			500 Meijer (Toys for Tots)				
12/31/2020			4 analysis			2400.71	7341.21

Electronic Notice (e-Postcard)

OMB No. 1545-2085

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2020

Open to Public Inspection

A For the 2020 Calendar year, or tax year beginning 2020-01-01 and ending 2020-12-31

B Check if available

- ☐ Terminated for Business
☒ Gross receipts are normally \$50,000 or less

C Name of Organization: DUTTON FIREFIGHTERSASSOCIATION3471 68th Street SECaledonia, MI, US, 49316

D Employee Identification

Number 38-3535168

E Website:

F Name of Principal Officer: Paul D. Sheely3471 68th Street SECaledonia, MI, US, 49316

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.



JANUARY 2021 GAINES TOWNSHIP CP REPORT

Michelle LaJoye-Young
SHERIFF

COMPLETED

- Traffic enforcement along Kalamazoo Ave 76th to 84th during school start and end times
- Responded to an injury accident 84th and Patterson
- Investigated a traffic issue near Countryside Elementary school
- Responded to an armed robbery on Kalamazoo Ave
- Had a walk in at the South Precinct of a Domestic Assault that occurred at 84th and Kalamazoo in a vehicle
- Investigated a nuisance parking issue on Sienna Dr SE
- Assisted Allegan County S.O. on an investigation they were working
- Responded to a 12-year-old that was unresponsive on Sugarmill CT
- Completed a VIN verification for a resident while looking into a zoning infraction on S Division
- Met with Pine Rest over KCSO response. Discussed policy on CFS and gathering information
- Adjusted shift hours to incorporate extra patrols in areas hard hit by stolen vehicle thefts
- Numerous rechecks of parking issues on Rapid Dr
- Assisted the road patrol with the commercial truck into the building 6500blk of S Division
- Investigated a neighbor issue / trespassing complaint on Hanna Lake Ave
- Investigated a repeat business alarm issue in the 6700blk of Kalamazoo Ave
- Investigated a landlord / tenant issue 2400blk of 84th ST
- Investigated a roommate issue on Piedmont Dr
- Assisted a mother with getting treatment for autistic child on College Ave

- Investigated an ordinance violation on Manilla St SE
- Investigated a driving complaint on 100th St
- Investigated a neighbor issue involving an aggressive dog on Eastern Ave
- Assisted on a death investigation on Cobblefield Circle SE
- Assisted road patrol with a neighbor issue on Old Lantern Dr SE
- Attended a meeting with Dan Wells, Supervisor DeWard, and members from Dutton FD in reference to some ordinance changes
- Investigated a zoning ordinance violation on Sundale Dr SE

ONGOING / UPCOMING

- Continued early morning extra patrols along Kalamazoo, 60th St, and in Woodfield for stolen vehicles.
- Continued rechecks of Rapids Dr parking issues
- Follow up on a tenant issue on Woodfield Dr
- Follow up on a tenant issue on East Amber Dr SE

PRELIMINARY * AGENDA

GAINES CHARTER TOWNSHIP BOARD OF TRUSTEES MEETING

February 22, 2021

Opening Prayer 7 PM ~ Rob DeWard

ZOOM LOGIN:

Meeting ID:

Password:

Items Highlighted are Action Items

Meeting called by Supervisor Rob DeWard

Attendees: Supervisor Rob DeWard, Clerk Michael Brew, Treasurer Laurie Lemke, Trustees Tim Haagsma, Bob Terpstra, Dan Fryling, Kathy Vander Stel, Planner Dan Wells

CALL TO ORDER AND ATTENDANCE AT 7 PM – ATTENDEES MUST STATE LOCATION (i.e., Rob DeWard joining the meeting from my office at the Township Hall)

Declaration of any Conflict of Interest

Approval of Agenda

I. CUSTOMARY ITEMS

- 1) **Recognition of Individuals and/or Delegations** - *3-minute time limit for unscheduled speakers

II. New Business

- 1) **Funding of Public Safety Services**

INFORMATION PROVIDED:

- a) Historic and future cost of providing safety services to Township
- b) Millage vs Special Assessment
- c) Definition and information regarding “Millage”
- d) Definition and information regarding “Special Assessment”

ACTION ITEM:

- a) **Determine if Township wants to establish a source of additional revenue to fund public safety – if so, should additional revenue be raised via a millage or a special assessment.**
- b) **Create committee to move forward with implementing millage/assessment (which every is chosen). Stress time line – members must be committed to moving this forward.**

NON-ACTION:

- a) Encourage board members to submit any questions (regarding process, etc.) to Kim who will be working with attorney's office.

Recognition of Individuals and/or Delegations *Limit 3 Minutes*

III. **COMMENTS & DISCUSSION**

- 1) Township Board
- 2) Supervisor
- 3) Miscellaneous

IV. **ADJOURNMENT**

- 1) The March Board meeting will be held **March 8 2021**

Any interested persons are invited to attend and participate. Persons with disabilities needing any special accommodations should contact the Township offices one week prior to the meeting to request mobility, visual or any other assistance.

Preliminary Agenda – Subject to Change



**HISTORIC & ANTICIPATED
EXPENSES**

HISTORICAL EXPENDITURE DATA

	<u>Cutlerville Fire</u>	<u>Dutton Fire</u>	<u>Kent County Sheriff</u>	
2012	378,814.69	282,999.54	758,096.86	1,419,911.09
2013	594,153.12	288,367.73	758,096.86	1,640,617.71
2014	552,426.00	263,578.26	799,616.17	1,615,620.43
2015	375,514.06	283,255.90	890,240.51	1,549,010.47
2016	470,928.11	336,880.84	876,958.45	1,684,767.40
2017	553,248.63	375,345.22	868,487.96	1,797,081.81
2018	483,867.42	395,002.28	841,737.41	1,720,607.11
2019	531,790.65	415,706.25	849,406.17	1,796,903.07
2020 *	768,956.73	477,597.32	817,578.33	2,064,132.38

* estimated

Dollar amounts quoted are from historic budget documents that list total expenditures for the prior year

TOTALS DO NOT INCLUDE CAPITAL EXPENDITURES

Gaines Township Anticipated Staffing Changes (for long term planning)

Cutlerville FD

- Cutlerville FD needs to hire a minimum of 3 additional full-time firefighters at an anticipated 2021 cost of \$310,000/year. Gaines contribution (60%) \$186,000/year.
- Current AFG Safer Grant Open (until Mar 12), 3 years, no municipal match.
- Recommend applying for this grant.
- Contingency: fund the hiring of 3 additional full-time firefighters for Cutlerville FD.

Dutton FD

Dutton FD is appropriately staffed for the current demand however demand is poised to increase and the certainty of an appropriate number of POC responders is uncertain which may necessitate an increase in number of FT staff and the hours they cover. Financial preparation needs to be made for this reality.

Command Staff

The current command staff model of a part-time chief covering both departments needs to be evaluated.

- Recommendation to contract a consultant to evaluate the management needs of the departments.

	In Service Year	Useful Life Years	2019 Replacement Cost (5% Price Increase/Yr)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
E35	2015	Frontline / 5 Reser	\$ 562,000.00		\$ 645,000.00														
E36	2002	20	\$ 550,000.00											\$ 880,000.00					
P37	2003	20	\$ 1,260,000.00				\$ 1,300,000.00												
R39	2015	10	\$ 175,000.00						\$ 210,000.00										
M38	2017	10	\$ 50,000.00					\$ 65,000.00					\$ 72,000.00						
SCBA	2017/2018	15	\$ 150,000.00	\$ 7,500.00												\$ 2,625,000.00			
Extrication Tools	2016	10	\$ 46,000.00		\$ 30,000.00				\$ 46,000.00										
Building Maint	Ongoing	Ongoing		\$ 7,500.00						\$ 50,000.00									
CFD Gaines 50%				\$ 7,500.00	\$ 337,500.00		\$ 650,000.00	\$ 32,500.00	\$ 128,000.00	\$ 25,000.00			\$ 36,000.00	\$ 440,000.00		\$ 131,250.00			
Engine 67	2002	20	675000		\$ 736,000.00														
T 68	2005	20	360000						\$ 475,000.00										
E 69	2009	20	675000										\$ 875,000.00						
Utility/Inspect (Repl current Brush)		10	80000				\$ 96,000.00												
Off Road Brush (Repl current Brush)		10	30000				\$ 42,000.00												
R 66	2018	10	130000									\$ 190,000.00							
C 60	2018	10	40000					\$ 65,000.00					\$ 72,000.00						
SCBA	2018/2019	15																\$ 115,000.00	\$ 115,000.00
Extrication Tools (incl struts/airbags)						\$ 52,000.00													
Building Maint															\$ 50,000.00				
Gaines Total Estimated Cap Exp				\$ 7,500.00	\$ 1,113,500.00	\$ 52,000.00	\$ 788,000.00	\$ 97,500.00	\$ 603,000.00	\$ 25,000.00	\$ -	\$ 190,000.00	\$ 983,000.00	\$ 440,000.00	\$ 50,000.00	\$ 131,250.00	\$ -	\$ 115,000.00	\$ 115,000.00
Gaines Allocation				\$ 7,500.00	\$ 637,500.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00
Cap Balance				\$ 100,000.00	\$ (376,000.00)	\$ 22,000.00	\$ (316,000.00)	\$ 36,500.00	\$ (116,500.00)	\$ 308,500.00	\$ 758,500.00	\$ 1,018,500.00	\$ 485,500.00	\$ 495,500.00	\$ 895,500.00	\$ 1,214,250.00	\$ 1,664,250.00	\$ 1,999,250.00	\$ 2,334,250.00

MILLAGE VS. SPECIAL ASSESSMENT

MILLAGE vs SPECIAL ASSESSMENT

Property taxes are approved, collected, and increased under one set of rules. Special assessment are not property taxes, and they are established, collected and increased under different sets of rules.

	Township Property Tax	Special Assessment PA 33 of 1951 Police/Fire/or Emergency Services
When Collected	December	December tax bill
Life Span	20 years maximum. except allocated, Charter millage, or debt	No limit, except substantial capital expenditures are limited to 15 years (see 261 Mich. App.308)
Subject Property	Real and Personal	Real Property ONLY; may be township- wide
Exempt Property	Property exempt from taxation under the General Property Tax Act	Property exempt from property taxes is exempt from PA 33 special assessment (MCL 41.801(3)) (including facility-but not land-subject to PA 198 industrial facilities tax MCL211.7k)
Apportioned by	Uniform tax rate based on taxable value of assessed property	Ad valorem millage rate based on Taxable Value of Real Property ONLY
Subject to 15/18 or 50-mill limit?	Yes	No, except for 10- mill maximum for capital
Subject to Headlee rollback?	Yes	Improvements – NO
Voter approval to establish or renew?	Yes	Yes, upon petition of owners of 10% or more of land
Voter approval to increase?	Yes	No
Property Tax Admin Fee?	Yes	No

Special assessments under Public Act 33 of 1951, or other special assessment acts, even though township wide and based upon a **millage** rate, are not controlled by the 15 or 50 mill tax limitations. These special assessments are annually renewed by holding a public hearing on the estimated annual costs and the amount to be levied to cover all or any portion of such costs, preceded by the appropriate notices required by the special assessment acts.

An **ad valorem special assessment** (such as a special assessment under Public Act 33 of 1951) levied on property after December 31, 1998 shall be levied on the property's **taxable value** as determined under MCL 211.44c. These special assessment can only be levied on real property not exempt from taxation.

All township **millage** rates are subject to a millage reduction fraction referred to as the Headlee Amendment "rollback". In practice this means that a new millage with a rate of 2 mills will be "rolled back" (reduced) to less than two mills in the second year it is levied, and rolled back again in the third year it is levied – experiencing a rollback for every subsequent year it is levied until it expires.

A township can get back to the original millage rate of a property tax in two ways:

- 1) **Increase:** After a property tax expires, a township can simply place on the ballot a proposal for the same millage rate and purposes(s) as the initial or "original" tax. But the township cannot label the proposal a "renewal" of the previous millage.
- 2) **Renewal plus increase:** After a property tax expires, a township can seek voter approval of a renewal of the tax (at the rate it was at when it expired), AND seek voter approval of an increase the represents the difference between the renewal rate and the original rate.

If the increase is .5 mills or less, the renewal and increase can be combined in one question. If the increase is over .5 mills, the renewal and increase must be presented as two separate ballot questions.

A **millage** (other than allocated millage) can be approved for a "life span" (duration) of a minimum of one year up to a maximum of 20 years. The ballot proposal must state the duration of the millage in years. (MCL 211.24f)

A township **millage** can be levied (certified for collection) and collected only on the December property tax bill.

Millage proposals cannot be placed on a ballot by citizen petition (except for a petition for a tax for a free public library (MCL 397.210)). *Citizens may petition for a referendum on establishing a **special assessment** district for police or fire protection under Public Act 33 of 1951 (MCL 41.801, et seq.) but that ballot question is not a property tax proposal, even though the special assessment is apportioned by millage rate.)*

The use of Township funds regarding a ballot question is statutorily regulated. The Michigan Campaign Finance Act, MCL 169.201, et seq., regulates the use of public money for ballot questions. Under the Act, using public money to influence elections is strictly prohibited. Any committees organized to run a campaign for a ballot question must be funded with private

donations. Michigan courts, attorney General opinions, and Secretary of State interpretive statements conclude that governmental units cannot use public monies or resources to “expressly advocate” voting “yes” or “no” on a millage. Township stationery cannot be used for letters, memos, or other communications expressly advocating that voters vote “yes” or “no” on a ballot question. Campaign materials expressly advocating a “yes” or “no” vote cannot be posted on township property.

**MILLAGE FACTS FOR
CHARTER TOWNSHIPS**

MILLAGE FACTS FOR CHARTER TOWNSHIPS

- A charter township does not receive allocated millage (Article 9, Section 6, Michigan Constitution of 1963).
- All charter townships may levy up to 10 mills, determined on assessed value (not counting debt service millage). However, the Charter Township Act does not require a charter township to levy any or all of the additional mills available to it under the Act. MCL 42.27
- MCL 42.27 authorizes a charter township board to annually provide for a levy of taxes upon real and personal property that cannot exceed 5 mills. Townships can automatically levy up to the first 5 mills (“charter millage”) without additional voter approval, and without limit in the number of years.
- Townships may then levy up to 5 additional mills* (for a maximum of 10 mills), but only by voter approval and limited to 20 years. MCL 42.27
- **BUT** following the 1978 Headlee Amendment, Attorney General Opinion (AGO) 6285 if 1985 stated: “[C]harter townships incorporated after December 22, 1978, the effective date [the Headlee Amendment], by final resolution of the township board and without an approving vote of the township’s electors, are prohibited from levying millage at a charter township rate higher than the township’s previously authorized millage limitation as a general law township”.

It needs to be noted that the Charter Act does not specifically require this restriction, and some municipal attorneys have questioned the reasoning in AGO 6285, as *Attorney General Opinions are not binding on townships*.

There have been several cases that have set precedence as to the number of mills that can be levied. It is strongly suggested that a charter township board incorporated by resolution after 1978, who is considering exercising the automatic authority to levy, should consult with its attorney for specific guidance.

Our Township attorney has advised that AGO 6285 is binding.

- Gaines Charter Township incorporated by resolution (not public vote) in 1990, 12 years after the Headlee Amendment. Depending on which school of thought you follow, we could either legally levy 4.1636 mills for an unspecified time (*5 mills minus our current*

millage rate of .8364), or 0.1295 mills for an unspecified time (difference between 1990 rate of .9659 and today's rate of .8364), without putting the millage question on a ballot.

- ALL township millage rates are subject to a millage reduction fraction (Headlee Amendment "rollback"), which is annually applied to a township's maximum authorized millage rates to ensure that the total revenues raised on existing property do not increase more than the rate of inflation. The only exception is when a NEW millage (increase) is approved by the voters after May 1 and levied (collected) in December of that same calendar year; that millage will be levied "intact" in that first levy.

PUTTING A MILLAGE REQUEST ON THE BALLOT

- The Township Board must adopt (by roll call vote) a resolution stating the ballot language and indicating the Board's intention to place it before the voters on a specified election date (MCL 211.24e).

MCL 211.24f states a ballot proposal must include:

1. **The extra-voted millage amount in dollars per thousand dollars of taxable value.** For example, a fire protection millage of 2 mills (the millage amount) equals \$2 for every \$1,000 of taxable value. Property with a taxable value of \$50,000 would be taxed \$100 for the millage.
2. **The purpose for the millage.** The taxes raised by the millage are restricted funds that may be used only for the purpose(s) listed in the ballot language. The more specific the language used, the more restricted the uses for the revenues raised. For example, if the purpose is "to purchase fire equipment for the Cutlerville and Dutton Fire Departments", then the millage cannot be used for payroll or overhead costs of the departments. A broader purpose such as "to provide fire protection services: may include operating a fire department or contracting with another unit for fire protection.
3. **The number of years that the millage will be effective.** A property tax cannot exceed 20 years, but a township board may wish to use a shorter "life span" because the millage would be subject to rollback (Headlee Amendment) and will be subject to levy less and less each year. A short life span, such as three to five years, brings the levy up for renewal before it is rolled back very much. A millage can be renewed by election at its original amount upon its expiration. Short life spans also give a board flexibility to recover a rolled back millage or to not renew it.

The duration of the millage determines when it will come up for renewal – and what election the renewal question might be scheduled for.

4. **The estimated revenue the township will collect in the first year of the levy.** This is the Township's total taxable value divided by 1,000 and multiplied by the number of mills. Using the 2-mill fire millage example:

Gaines 2020 taxable value = \$957,875,761.00 divided by 1,000 = \$957,875.77 x 2 = \$1,915,751.54

Gaines would state in the ballot language that it expects to levy an estimated total of \$1,915,751.54 in the first year the millage is levied. A new millage (increase) approved after April 30 will not be rolled back in its first year it is levied in that same year (MCL 211.34d(9)).

5. **Whether the millage is new (an increase) or a renewal (of a previous voted increase).** Technically, a renewal is also an increase, but the ballot language can say that the previous voted increase is being “renewed” instated of increased”. A millage proposal is a renewal if it states the same number of mills and the same purpose stated in the previous ballot proposal. Also, if there will be a gap of one or more tax years between the last collection of the previous millage and the first collection of the proposed millage, then the proposal is an increase, not a renewal. A renewal of a rollback of .5 mills or less can be a single ballot. Otherwise, two ballot questions are required.

NOTE – CAMPAIGN FINANCE REGULATIONS APPLY TO MILLAGE BALLOT QUESTIONS.

**TOWNSHIP MILLAGE
QUESTIONS**

An Introduction to

Township Millage Questions



Michigan Townships Association

P.O. Box 80078

Lansing, MI 48908-0078

www.michigantownships.org

(April 2017)

Table of Contents

1. Is the township a general law or charter township?	3
General Law Townships.....	3
Allocated Millage (General Operating)	3
Extra-Voted Millage.....	3
Charter Townships	4
2. Be sure you intend to levy a property tax.	5
3. Understand the Headlee rollback.....	7
The Headlee rollback affects the type of millage language that can be used.....	7
Increase	7
Renewal	7
Offsetting the Headlee rollback	8
4. When should a millage proposal be put on the ballot?	9
A. Know where the millage is in its “life span.” When does it expire?.....	9
B. Does the board prefer one election date to another?.....	10
C. Does the board prefer one election year to another?	10
D. “It’s not over ‘til it’s over!”	10
E. How many times can a township put millage proposals on the ballot?.....	10
5. How does a millage question get on the ballot?	11
What information must a millage proposal include?	11
Bond Issues	12
Campaign finance regulations apply to millage ballot questions	13
How does an approved millage question get on the tax bill?	14
How does a millage question approved in November get on the tax bill?	14
Sample Resolution to Adopt Millage Ballot Language	15
General Law Township Extra-Voted Millage Language	16
Charter Township Millage Language.....	18
Form L-4034 Millage Reduction Fraction Calculation	19
Form L-4029 Tax Rate Request	20
Getting the Word Out (Campaign Finance Act Restrictions).....	22

This Michigan Townships Association packet was prepared by MTA Staff and MTA Legal Counsel for informational purposes (updated April 2017). The sample language provided is not intended as legal advice, and townships are urged to consult with their local legal counsel to ensure that any ballot language used is appropriate to the individual township’s specific needs and circumstances.

Getting Started—Some Ground Rules

To choose the correct sample millage ballot language, a township board must understand its options.

1

■ Is the township a general law or charter township?

General law townships and charter townships must take different approaches to property taxes:

General Law Townships

Allocated Millage (General Operating)

A general law township is authorized to levy a minimum of one mill for general operating purposes. ([MCL 211.211\(4\)](#))

This minimum general operating millage is allocated to townships by the county allocation process in one of two ways by the Property Tax Limitation Act, Public Act 62 of 1933, [MCL 211.201, et seq.](#):

1) Allocated by Fixed (“pegged”) Millage Established by Vote of the Electors:

The allocated millage (separate tax limitation) may be established by the electors, up to an 18-mill limit. (The ballot question for this vote is submitted by the county board of commissioners to the county clerk for a countywide ballot, according to [MCL 211.205g](#).) As of 2003, 73 Michigan counties had fixed allocated millages. ([MCLs 211.204a](#) to 211.205l)

2) Allocated by County Allocation Board: A county allocation board establishes allocated tax rates up to a 15-mill limit. As of 2003, 10 counties had allocation boards. ([MCLs 211.208](#) to 211.217a)

Charter townships and school districts are not included in allocated millage.

Allocated millage is **unrestricted general operating revenue** that the township board may use for any lawful purpose.

Extra-Voted Millage

The electors must vote to approve any extra millage over and above the allocated millage before a township may levy that additional millage. ([MCL 211.203](#)) This includes any additional general operating millage or any millage voted for a **specific purpose**, such as emergency medical services, recreation, or roads.

A general law township is limited in how much millage it can levy of the 50-mill limit on all property taxes (excluding debt service millage) levied within the township by any taxing entity. ([Article 9, Section 6, Michigan Constitution of 1963](#))

The revenues raised by an extra-voted millage for **specific purpose(s)** are restricted and may be used only for the purpose(s) listed in the ballot question that the voters approved. So it is very important that the ballot language include any use(s) intended for those revenues. ([MCL 211.24f](#))

Charter Townships

A charter township does not receive allocated millage. ([Article 9, Section 6, Michigan Constitution of 1963](#)) All charter townships may levy up to 10 mills, determined on assessed value (not counting debt service millage). The Charter Township Act does not require a charter township to levy any or all of the additional mills available to it under the Act. ([MCL 42.27](#))

There are two schools of thought on when a charter township must go to the voters for millage approval.

MCL 42.27 authorizes a charter township board to annually provide for a levy of taxes upon real and personal property that cannot exceed 5 mills. The township board may choose to automatically levy up to the first 5 mills ("charter millage") without additional voter approval, and without limit in the number of years. The township may then levy up to five additional mills (for a maximum of 10 mills), but only by voter approval and limited to 20 years. (MCL 42.27)

But following the 1978 Headlee Amendment, Attorney General Opinion 6285 of 1985 stated: "[C]harter townships incorporated after December 22, 1978, the effective date [the Headlee Amendment], by final resolution of the township board and without an approving vote of the township's electors, are prohibited from levying millage at a charter township rate higher than the township's previously authorized millage limitation as a general law township."

Based on AGO 6285, MTA Legal Counsel have taken a "conservative" approach to avoid exposing a township to the risk of litigation and advised that a charter township that incorporated after 1978 by board resolution (not election) has the authority to levy only the total authorized millage rate it had as a general law township when it incorporated (subject to rollbacks) for its authorized charter millage. The township can levy additional mills only by voter approval, up to the maximum 10 mills.

However, it needs to be noted that the Charter Act does not specifically require this restriction, and other municipal attorneys have questioned the reasoning in AGO 6285. (*Note that Attorney General opinions are not binding on townships.*)

Since that opinion, the Michigan Supreme Court has held, in the case of *American Axle and Manufacturing, Inc. v Hamtramck*, 461 Mich 352, p.357 (2000), "that the Headlee exemption of taxes authorized by law when the section was ratified permits the levying of previously authorized taxes even where they were not being levied at the time Headlee was ratified and even though the circumstances making the tax or rate applicable did not exist before that date."

The *American Axle* opinion calls into question the continued validity of restricting a charter township that incorporated by resolution to a charter millage levy of less than 5 mills (i.e. original allocated rolled back millage). ***A charter township board that incorporated by resolution after 1978 that is considering exercising the automatic authority to levy should consult with its attorney for specific legal guidance.***

2. Be sure you intend to levy a property tax.

Property taxes are approved, collected, and increased under one set of rules. Special assessments are not property taxes, and they are established, collected, and increased under different sets of rules. Fees, such as for garbage collection, are established, collected, and increased under yet another set of rules.

	Township Property Tax	Special Assessment PA 188 of 1954 Public Improvements	Special Assessment PA 33 of 1951 Police / Fire / or Emergency Services	Fee
When Collected	December	Annually, at any time	December tax bill	At any time (annually, monthly, as service is provided)
Life Span	20 years maximum, except allocated, charter millage, or debt	No limit	No limit, except substantial capital expenditures are limited to 15 years (See 261 Mich. App. 308)	No limit
Subject Property	Real and Personal	Real Property ONLY on which the public improvement confers a special benefit	Real Property ONLY; may be township-wide	Property or persons served.
Exempt Property	Property exempt from taxation under the General Property Tax Act	Personal Property / (also any Real Property on which a benefit is not conferred)	Property exempt from property taxes is exempt from PA 33 special assessment [MCL 41.801(3)] (including facility--but not land--subject to PA 198 industrial facilities tax MCL211.7k)	No exemptions
Apportioned By	Uniform tax rate based on Taxable Value of assessed property	The cost of the special benefit conferred by the public improvement	Ad valorem millage rate based on Taxable Value of Real Property ONLY	Portion of or entire cost of service to that property/user
Subject to 15/18 or 50-mill limit?	Yes	No	No, except for 10-mill maximum for capital improvements	No
Subject to Headlee rollback?	Yes	No	No	No
Voter approval to establish or renew?	Yes	No	Yes, upon petition of owners of 10% or more of land	No
Voter approval to increase?	Yes	No	No	No
Property Tax Admin. Fee?	Yes	No	No	No

NOTE: Special assessments under [Public Act 33 of 1951](#), or other special assessment acts, even though township-wide and based upon a millage rate, are not controlled by the 15- or 50-mill tax limitations. These special assessments are annually renewed by holding a public hearing on the estimated annual costs and the amount to be levied to cover all or any portion of such costs, preceded by the appropriate notices required by the special assessment acts. (See the specific act, and [Public Act 162 of 1962, MCL 211.741, et seq.](#))

An ad valorem special assessment (such as a special assessment under [Public Act 33 of 1951](#)) levied on property after December 31, 1998, shall be levied on the property's **taxable value** as determined under [MCL 211.44c](#). These special assessments can only be levied on real property not exempt from taxation.

3. Understand the Headlee rollback

All township millage rates are subject to a millage reduction fraction referred to as the Headlee Amendment “rollback,” which is annually applied to a township’s maximum authorized millage rates to ensure that the total revenues raised on existing property do not increase more than the rate of inflation.

The only exception is when a **new** millage (an increase) is approved by the voters after May 1 and levied (collected) in December of that same calendar year; that millage will be levied “intact” in that first levy.

(Note that millage revenues are subject to other potential reductions in the equalization process, but the Headlee rollback is automatically applied by operation of law.)

In practice, this means that a new millage with a rate of 2 mills will be “rolled back” (reduced) to less than two mills in the second year it is levied, and rolled back again in the third year it is levied—experiencing a rollback for every subsequent year it is levied until it expires.

For example:

Levy Year 1	Levy Year 2	Levy Year 3	Levy Year 4	Levy Year 5
2.0000	1.9598	1.9327	1.9100	1.8949

The Headlee rollback affects the type of millage language that can be used:

Increase

Technically, every millage question is an “increase.” To understand this concept, imagine a rubber band around your wrist. This represents the township’s current allocated millage. Pulling the band away from your wrist represents any additional millage. Millage over and above the township’s allocated millage has a “life span” of no more than 20 years. When the millage expires, the rubber band snaps back to your wrist.

To illustrate the effect of the Headlee rollback, imagine pulling the band away from your wrist to represent a 1-mill property tax. Then lower the band a little bit. That represents the first annual rollback. Lower the band a second time to represent the next annual rollback. Over time, the rubber band will be much closer to your wrist, and it will snap back to your wrist when it expires.

Renewal

So what does a “renewal” look like in our example? According to the law, a property tax increase may be called a “renewal” when it is approved at the same or lower millage rate the previous millage was at **when it expired**. Let’s say a township had a 2-mill road millage for five years. With the annual rollbacks, the road millage rate was at 1.8755 in the last year the millage was levied. If the township wants to use a renewal ballot question—and label the millage as a “renewal”—it must ask the voters to approve the road millage at 1.8755. (**Note:** Under [MCL 211.34d\(11\)](#), if the election occurs before June 1, the millage reduction is based on the immediately preceding year’s millage reduction applicable to that millage. If the election occurs after May 31 of a year, the millage reduction shall be based on that year’s millage reduction applicable to that millage had it not expired.)

So, pull out the rubber band for the initial millage, lower it a few times to represent the rollbacks, let it snap back to show the millage expiring—and then pull the band out only as far as it was before you let it snap back. That's a renewal.

Offsetting the Headlee rollback

Wait a minute, ... what about getting back to the full 2 mills again? That is possible, just not as a renewal.

A township board can get back to the original millage rate of a property tax in two ways:

1) **Increase:** After a property tax expires, a township can simply place on the ballot a proposal for the same millage rate and purpose(s) as the initial or "original" tax. But the township cannot label the proposal a "renewal" of the previous millage. **OR**

2) **Renewal plus increase:** After a property tax expires, a township can seek voter approval of a renewal of the tax (at the rate it was at when it expired), AND seek voter approval of an increase that represents the difference between the renewal rate and the original rate.

If the increase is .5 mills or less, the renewal and increase can be combined in one question. It is the opinion of MTA Legal Counsel that this combined millage ballot question may be called a "renewal."

If the increase is over .5 mills, the renewal and increase must be presented as two separate ballot questions.

4. When should a millage proposal be put on the ballot?

There are several factors a township board should consider in determining when to place a millage proposal on the ballot:

A. Know where the millage is in its “life span.” When does it expire?

A millage (other than allocated millage) can be approved for a “life span” (duration) of a minimum of one year up to a maximum of 20 years. The ballot proposal must state the duration of the millage in years. (MCL 211.24f)

A township millage can be levied (certified for collection) and collected only on the December property tax bill. If a millage question says the millage will be levied “for five years, 2017 through 2021, exclusive,” then the millage will be collected in December 2017, December 2018 ... and so on, through the December 2021 tax collection.

Be careful! The language “2017 through 2021, inclusive” is NOT for four years! Don’t subtract the years to determine the number of collections. **Tip:** Count each year in the sequence on a finger—2017, 2018, 2019, 2020, and 2021—to correctly count the five years the millage will be collected. A four-year millage starting in 2017 would end in 2020. Know how many years you want the millage to be levied—or what year you want the millage to come up for renewal, and be sure the ballot language agrees.

For example, let’s say our sample 2-mill property tax is an initial millage (increase) approved for five years at an election in August 2017. It would be levied for the first time in December 2017. Count each December tax collection after that until you’ve counted five total collections. This millage would expire (be levied for the last time) with the December 2021 tax collection.

Dec. 2017	Dec. 2018	Dec. 2019	Dec. 2020	Dec. 2021
2.0000	1.9598	1.9327	1.9100	1.8949

The proper time to place a question to renew the millage on the ballot is in the calendar year following its last levy. This millage expires after the December 2021 tax collection. To be renewed, it should be approved at an election no later than November 2022. If approved, the renewed millage is levied for the first time as part of the December 2022 tax collection, and there is no gap or overlap between the last year of the expiring millage and the first year of the renewed millage.

Year 2, Dec. '18	Year 3, Dec. '19	Year 4, Dec. '20	Expires Dec. '21	Year 1, Dec. '22
1.9598	1.9327	1.9100	1.8949	1.8949*

*(*If on the ballot before the rollback for that year is known, use the last rollback rate in the question. Actual levy is subject to the rollback rate for that tax year.)*

If a millage is **renewed** too “early” (in any year prior to the year in which it expires), it is subject to the Headlee rollback for each year between its approval and expiration, regardless of whether it is actually levied. (Attorney General Opinion 7193 of 2006) If a millage is approved and **actually levied** before a previous millage expires, then two millages will be collected, both subject to the rollback.

If a millage expires and there is a gap of one or more years before a millage to replace it is approved and levied, then the new millage cannot be a renewal or a renewal plus increase; it can only be an increase.

B. Will the board prefer one election date to another? With consolidated elections, there are at least four “regular” election dates available in any calendar year. A millage ballot question may be placed on any election ballot, starting with February, May, August, up through the November election. **But, to be levied intact (without a Headlee Rollback) in its first year**, a new millage (an increase) must be approved at an election held between May 1 ([MCL 211.34d\(9\)](#)) up through the first Tuesday after the first Monday in November. ([MCL 211.36\(4\)](#))

C. Will the board prefer one election year to another? Different township boards may have different “theories” about when a millage has the best chance for approval.

All township offices come up for election in even-numbered years. All elected township officials serve the same four-year township term, and vacancies that occur in the first part of the term are filled at the “mid-term” primary and general election held in the even-numbered year two years after the term begins. (All township offices will be elected in the 2016 primary and general election—also a presidential election; vacancies in current township offices will be filled at the 2014 mid-term primary and general election—a gubernatorial election.)

The establishment of consolidated election dates has increased the likelihood of three to four elections being held in any given year.

Whether a board prefers even-numbered years to odd-numbered years, or vice versa, the important thing to remember is that:

If a millage expires (will be levied for the last time) in an **odd**-numbered year, it will go on the ballot for renewal at an election in an **even**-numbered year.

If a millage expires (will be levied for the last time) in an **even**-numbered year, it will go on the ballot for renewal at an election in an **odd**-numbered year.

D. “It’s not over ’til it’s over!” A millage proposal may be placed on the November election ballot, and if it’s approved, it the county board of commissioners must meet to certify that millage in time to levy it on the December tax bill. ([MCL 211.36\(4\)](#))

E. How many times can a township put millage proposals on the ballot?

Under [MCL 211.24f](#), a township can take millage proposals to the electors twice in one calendar year. A township may place as many millage questions as it wishes on the ballots for those two elections. If a township has put millage questions on the May ballot, it can still put millage questions on either the August or November ballot.

5. ■ How does a millage ballot question get on the ballot?

To place a millage proposal on a ballot, the township board must adopt by roll call vote a resolution stating the ballot language and indicating the board's intention to place it before the voters on a specified election date (MCL 211.24e). See the sample resolution on page 15.

Millage proposals cannot be placed on a ballot by citizen petition (except for a petition for a tax for a free public library (MCL 397.210)). [*Citizens may petition for a referendum on establishing a special assessment district for police or fire protection under Public Act 33 of 1951 (MCL 41.801, et seq.), but that ballot question is not a property tax proposal, even though the special assessment is apportioned by millage rate.*]

What information must a millage proposal include?

According to MCL 211.24f, a millage ballot proposal must include the following:

1. The extra-voted millage amount in dollars per thousand dollars of taxable value.

For example, a fire protection millage of 2 mills (the millage amount) equals \$2 for every \$1,000 of taxable value. A property with a taxable value of \$50,000 would be taxed \$100 for the millage.

2. The purpose for the millage. The taxes raised by the millage are restricted funds that may be used only for the purpose(s) listed in the ballot language. The more specific the language used, the more restricted the uses for the revenues raised. For example, if the purpose is “to purchase fire equipment for Apex Township Fire Department,” then that millage cannot be used for payroll or overhead costs of the Apex Township Fire Department, and it cannot be used to purchase equipment for another fire department. A broader purpose such as “to provide fire protection services” may include operating a fire department or contracting with another unit for fire protection.

3. The number of years that the millage will be effective. A property tax cannot exceed 20 years, but a township board may wish to use a shorter “life span.” A millage is subject to rollback and will be subject to levy less and less each year. A short life span, such as three to five years, brings the levy up for renewal before it is rolled back very much. A millage can be renewed by election at its original amount upon its expiration. Short life spans also give a board flexibility to recover a rolled back millage or to not renew it.

Also, the duration of the millage determines when it will come up for renewal—and what elections the renewal question might be scheduled for.

4. The estimated revenue the township will collect in the first year of the levy. This is the township's total taxable value divided by 1,000 and multiplied by the number of mills. Using our 2-mill fire millage example, a township with a total taxable value of \$67 million would state in the ballot language that it expects to levy an estimated total of \$134,000 in the first year the millage is levied. A new millage (increase) approved after April 30 will not be rolled back in its first year if it is levied in that same year (MCL 211.34d(9)).

5. Whether the millage is new (an increase) or a renewal (of a previous voted increase). Technically, a renewal is also an increase, but the ballot language can say that the previous voted increase is being “renewed,” instead of “increased.” A millage proposal is a renewal if it **states the same number of mills and the same purpose** stated in the previous ballot proposal. Also, if there will be a gap of one or more tax years between the last collection of the previous millage and the first collection of the proposed millage, then the proposal is an increase, not a renewal. A renewal of a rollback of .5 mills or less can be a single ballot. Otherwise, two ballot questions are required.

6. Each local unit of government to which the revenue from that millage will be disbursed. [MCL 211.24f\(1\)](#) requires a millage ballot question to “fully disclose each local unit of government to which the revenue from that millage will be disbursed.” Local unit is then defined to include “county, city, village, township, school district, intermediate school district, community college district, public library, or local authority created under state law.”

MTA Legal Counsel have indicated that “the application of this requirement becomes difficult when multiple ‘local units of government’ may receive disbursements from the proposed millage. This is especially difficult when the millage is for a number of years within which time the recipients of any portion of the millage may change. Where millage may be captured under a tax increment financing program by an authority [such as a downtown development authority] during the period of the levy, language should be used or added which would afford flexibility in eliminating named ‘local units of government’ and adding currently unknown ‘local units of government.’ Such broad additional language could be as follows: “ ... and such other or fewer local units of government as the Township Board determines appropriate.”

Bond Issues

[MCL 211.24f](#) also addresses requirements for ballot proposals to issue bonds: In addition to any other requirement provided by law, when submitting a proposal to authorize the issuance of bonds, the ballot shall state all of the following: (a) The principal amount to be borrowed; (b) The maximum number of years the bonds may be outstanding, exclusive of any refunding; and (c) A clear statement of the purpose for which the proceeds of the bonds will be used.

Bond issues involve complicated procedures and require specialized expertise that is beyond the scope of this informational material. Any township considering a bond issue should consult with a bond attorney.

Campaign finance regulations apply to millage ballot questions

It is beyond the scope of this material to discuss campaign finance regulations in depth. But township officials should be aware that the use of township funds regarding a ballot question is statutorily regulated.

The [Michigan Campaign Finance Act, MCL 169.201, et seq.](#), regulates the use of public money for ballot questions. Under the Act, using public money to influence elections is strictly prohibited. Any committees organized to run a campaign for a ballot question must be funded with private donations. Michigan courts, Attorney General opinions, and Secretary of State interpretive statements conclude that governmental units cannot use public monies or resources to "expressly advocate" voting "yes" or "no" on a millage. Township stationery cannot be used for letters, memos, or other communications expressly advocating that voters vote "yes" or "no" on a ballot question. Campaign materials expressly advocating a "yes" or "no" vote cannot be posted on township property.

[MCL 41.110c](#) authorizes townships to appropriate money or expend funds to maintain and circulate a publication to distribute information regarding township improvements, activities, and functions. However, the township board must take extreme caution that the information presented does not expressly advocate that voters vote to approve a millage or other ballot proposal.

No public or governmental employee may promote an opinion about a proposed millage during working hours ([MCL 15.404](#)). However, township officials and employees may advocate for a proposed millage on "their own time and dime." It may impress voters that officials are willing to work hard to get the millage passed.

Public Act 264 of 1995 added [Section 57 \(MCL 169.257\)](#) to Michigan's Campaign Finance Act to specifically prohibit a public body or anyone acting for a public body from making contributions or expenditures as defined in the Act. Effective March 28, 1996, actions that could be construed as a campaign contribution or expenditure became a felony offense, subject to a fine of up to \$20,000.

How does an approved millage question get on the tax bill?

On or before September 30 of each year, the township clerk must deliver to the supervisor and county clerk a certified copy of all statements and certificates on file (Form L-4029 for each tax levying entity) and all records of any vote or resolution authorizing or directing money to be raised in the township by taxation for any purpose, along with a statement of the aggregate amount to be raised.

In September, the township board must authorize the millage amount it will levy that December and report it to the county board of commissioners on the Form L-4029.

The township clerk and supervisor must sign a Millage Request Report to the County Board of Commissioners ([Form L-4029](#)) and submit it to the county clerk and equalization department on or before October 1.

The supervisor delivers the tax roll and warrant to the township treasurer on or before December 1.

How does a millage question approved at a November election get on the December tax bill?

If a millage election is held at the November election, and the millage passes, it will be certified and levied on the December tax bill in that same year. ([MCL 211.36\(4\)](#))

Within five days after any election that includes a township millage proposal, a certified copy of the official election results must be filed with the county treasurer. (MCL 211.203)

Where the millage election is held in November, it still may be submitted to the county for levy in that year because [MCL 211.36\(4\)](#) requires the county board of commissioners to meet to amend the L-4029. See page 21 for a copy of Form L-4029.

SAMPLE RESOLUTION TO ADOPT MILLAGE BALLOT LANGUAGE

_____ Township, _____ County
Resolution Number _____

WHEREAS, the Township Board of _____ Township wishes to provide
(*indicate purpose of millage*) _____; and

WHEREAS, townships may provide _____ (*indicate purpose of millage*) _____, as authorized
by Public Act _____ of _____, MCL _____ (*indicate the statute that authorizes a
township to do the purpose of the millage*); and

(**Optional:** *May use the following if the township will use the millage to contract/
cooperate with other entities:* WHEREAS, townships may contract and cooperate with
other entities to provide _____ (*indicate purpose of millage*) _____, as authorized by the
Michigan Constitution of 1963 and other laws; and)

WHEREAS, townships may impose and levy ad valorem property taxes to finance lawful
public services, as authorized by the Michigan Constitution of 1963 and other laws; and

WHEREAS, the Township Board of _____ Township wishes to levy _____ mills
to _____ (*indicate purpose of millage*) _____;

NOW, THEREFORE, BE IT RESOLVED that the Township Board of _____
Township, _____ County, approves the following millage ballot question
language and directs the Clerk to submit it to be placed on the _____, 20____,
election ballot:

(insert ballot language)

Motion made by _____. Seconded by _____.

Upon roll call vote the following voted

"Aye": _____
(*list names of members voting "Aye"*)

"No": _____
(*list names of members voting "No"*)

The Supervisor declared the resolution adopted.

_____(*name*)_____, Clerk

CERTIFICATE

I, _____, the duly elected and acting Clerk of _____ Township, hereby
certify that the foregoing resolution was adopted by the Township Board by a roll call vote at a
regular (*or special*) meeting of the Board held on _____, 20____, at which meeting a
quorum was present; and that this resolution was ordered to take immediate effect.

_____(*name*)_____, Clerk

General Law Township Extra-Voted Millage Language

NOTE—All Samples Revised February 2007. The previously included language will work, but this language more clearly identifies what is being levied.

Note: To comply with [MCL 211.24f\(1\)](#), if applicable, add the following language at the asterisk (*) in any of the sample ballot questions:

Where the millage will be disbursed to a specific unit or units, include that unit by name:

“ ... of which a portion will be disbursed to the _____ Downtown Development Authority.”

Where the millage may be disbursed to multiple units or units under an agreement or contract subject to change, the following broad, additional language could be used as follows:

“ ... of which a portion will be disbursed to such other or fewer local units of government as the Township Board determines appropriate.”

Extra-Voted Millage

May be for general operating purposes or a specified purpose

1. **Initial** Question for Extra-Voted Millage (Increase)

Shall _____ Township impose an increase of up to ____ mills (\$__ per \$1,000 of taxable value) in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution and levy it for ____ (*number of years of levy*) years, 20__ through 20__ inclusive, for (*general township operating purposes or insert language identifying specified purpose*)), which ____-mills increase will raise an estimated \$_____ in the first year the millage is levied*.

[] Yes
[] No

2. **Renewal** Question for Extra-Voted Millage (Renewal)

Shall the expired previous voted increase in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution in _____ Township, of ____ mills (\$__ per \$1,000 of taxable value), reduced to ____ mills (\$__ per \$1,000 of taxable value) by the required millage rollbacks, be renewed at up to ____ mills (*must be the same number as the reduced mills--identical to the rate levied in the immediately preceding year--or a lesser amount*) (\$__ per \$1,000 of taxable value) and levied for ____ (*number of years of levy*) years, 20__ through 20__ inclusive, for (*general township operating purposes or insert language identifying specified purposes*)), raising an estimated \$_____ in the first year the millage is levied*.

[] Yes
[] No

3. **Renew and Increase** Extra-Voted Millage to Offset Headlee Rollbacks

To “renew” at the original voted millage rate

Increase is .5 mills or less (One question may be used and called a “Renewal”):

Shall the expired previous voted increase in the tax limitations imposed under Article IX, Sec. 6 of the Michigan Constitution in _____ Township, of ____ mills (\$__ per \$1,000 of taxable value), reduced to ____ mills (\$__ per \$1,000 of taxable value) by the required millage rollbacks, be renewed at and increased up to the original voted ____ mills (\$__ per \$1,000 of taxable value) and levied for ____ (*number of years of levy*) years, 20__ through 20__ inclusive, for (*general township operating purposes or insert language identifying specified purposes*), raising an estimated \$_____ in the first year the millage is levied*.

[] Yes

[] No

Increase is over .5 mills (2 questions required):

Renewal

1. Shall the expired previous voted increase in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution in _____ Township, of ____ mills (\$__ per \$1,000 of taxable value), reduced to ____ mills (\$__ per \$1,000 of taxable value) by the required millage rollbacks, be renewed by up to ____ mills (*must be the same number as the reduced mills--identical to the rate levied in the immediately preceding year--or a lesser amount*) (\$__ per \$1,000 of taxable value) and levied for ____ (*number of years of levy*) years, 20__ through 20__ inclusive, for (*general township operating purposes or insert language identifying specified purposes*), raising an estimated \$_____ in the first year the millage is levied*.

[] Yes

[] No

Increase

2. Shall the expired previous voted increase in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution in _____ Township, of ____ mills (\$__ per \$1,000 of taxable value), reduced to ____ mills (\$__ per \$1,000 of taxable value) by the required millage rollbacks, be increased by up to ____ mills (\$__ per \$1,000 of taxable value) to recover that millage reduction and levied for ____ (*number of years of levy*) years, 20__ through 20__ inclusive, for (*general township operating purposes or insert language identifying specified purposes*), which ____-mills increase will raise an estimated \$_____ in the first year the millage is levied*.

[] Yes

[] No

Charter Township Millage Language

NOTE—All Samples Revised February 2007. The previously included language will work, but this language more clearly identifies what is being levied.

Note: To comply with [MCL 211.24f\(1\)](#), if applicable, add the following language at the asterisk (*) in any of the sample ballot questions:

Where the millage will be disbursed to a specific unit or units, include that unit by name:
“ ... of which a portion will be disbursed to the _____ Downtown Development Authority.”

Where the millage may be disbursed to multiple units or units under an agreement or contract subject to change, the following broad, additional language could be used as follows:

“ ... of which a portion will be disbursed to such other or fewer local units of government as the Township Board determines appropriate.”

Sample 1. To authorize additional millage beyond the initial 5 mills (or to authorize any mills beyond the authorized rate when the township incorporated if the township incorporated by resolution after 1978)

Note: *When a charter township goes to the voters for approval of additional millage, the township must identify a purpose in the ballot language—it may be for general operating or a specific purpose (which will restrict that millage to that purpose).*

Shall the Charter Township of _____ impose an increase of up to ____ mills (\$____ per \$1,000 of taxable value) in the charter township tax levy limitation imposed under MCL 42.27 and levy it for ____ (number of years of levy up to 20 years) years, 20__ through 20__ inclusive, for (insert language identifying specified purpose, including general operating), which ____-mills increase will raise an estimated \$_____ in the first year the millage is levied*.

[] Yes
[] No

Sample 2. To “offset the Headlee rollback of “charter millage”; not limited in duration of years

Shall the authorized charter millage for the Charter Township of _____, established at ____ mills (\$____ per \$1,000 of taxable value) and reduced to ____ mills (\$____ per \$1,000 of taxable value) by the required millage rollbacks, be increased by up to ____ mills (\$____ per \$1,000 taxable value) to the original authorized charter millage rate to recover that millage reduction, which ____-mills increase will raise an estimated \$_____ in the first year the millage is levied*.

[] Yes
[] No

2017 Millage Reduction Fraction Calculations Worksheet

Including Millage Reduction Fraction Calculations Not Specifically Assigned to the County Equalization Director by Law

County	Taxing Jurisdiction
--------	---------------------

2016 Total Taxable Value.....

Losses

Additions.....

2017 Total Taxable Value Based on SEV

2017 Total Taxable Value Based on Assessed Value (A.V.)

2017 Total Taxable Value Based on CEV

NOTE: The last two items above are only needed when it is necessary to calculate a Truth in Assessing or Truth in County Equalization Rollback Fraction.

1. Section 211.34d, MCL, "Headlee" (for each unit of local government)

$$\frac{(2016 \text{ Total Taxable Value} - \text{Losses}) \times \text{Inflation Rate of 1.009}}{(2017 \text{ Total Taxable Value Based on SEV} - \text{Additions})} =$$

2017 Millage Reduction Fraction (Headlee). Round to 4 decimal places in the conventional manner. If number exceeds 1.0000, line through and enter 1.0000.

See State Tax Commission Bulletins No. 3 of 1995 and 19 of 2002 regarding the calculation of losses and additions.

See also the Supplements to STC Bulletin No. 3 of 1995 contained in STC Bulletin No. 3 of 1997.

2a. Section 211.34, MCL, "Truth in Assessing" (for cities and townships if S.E.V. exceeds A.V. for 2017 only)

$$\frac{2017 \text{ Total Taxable Value Based on Assessed Value for all Classes}}{2017 \text{ Total Taxable Value Based on SEV for all Classes}} =$$

2017 Rollback Fraction (Truth in Assessing)
Round to 4 decimal places in the conventional manner.

See State Tax Commission Bulletin 3 of 2017 for more information regarding this calculation.

2b. Section 211.34, MCL, "Truth in County Equalization" (for villages, counties and authorities if S.E.V. exceeds C.E.V. for 2017 only)

$$\frac{2017 \text{ Total Taxable Value Based on CEV for all Classes}}{2017 \text{ Total Taxable Value Based on SEV for all Classes}} =$$

2017 Rollback Fraction (Truth in County Equalization)
Round to 4 decimal places in the conventional manner.

See State Tax Commission Bulletin 3 of 2017 for more information regarding this calculation.

3. Section 211.24e, MCL, "Truth in Taxation" (for each taxing jurisdiction that levied more than 1 mill for operating purposes in 2016 only).

$$\frac{(2016 \text{ Total Taxable Value} - \text{Losses})}{(2017 \text{ Total Taxable Value Based on SEV} - \text{Additions})} =$$

2017 Base Tax Rate Fraction (Truth in Taxation)
Round to 4 decimal places in the conventional manner.

Use the same amounts for additions and losses as were used for the 211.34d ("Headlee") rollback.

NOTE: The truth in taxation BTRF is independent from the cumulative millage reductions provided by sections 211.34d and 211.34. The Base Tax Rate equals the BTRF X 2016 Operating Rate levied.

2017 Tax Rate Request (This form must be completed and submitted on or before September 30, 2017)

Carefully read the instructions on page 2.

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes	2017 Taxable Value of ALL Properties in the Unit as of 5-22-17
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2017 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2017 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2016 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2017 Current Year "Headlee" Millage Reduction Fraction	(7) 2017 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized

Prepared by	Telephone Number	Title of Preparer	Date
-------------	------------------	-------------------	------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☐ Clerk

Signature

☐ Secretary

Print Name

Date

☐ Chairperson

Signature

Print Name

Date

☐ President

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2017 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Instructions For Completing Form 614 (L-4029) 2017 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 3 of 2017 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2016 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2016 permanently reduced rate can be found in column 7 of the 2016 Form L-4029. For operating millage approved by the voters after April 30, 2016, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2017 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2017 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2017. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2017 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2017 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2017 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 3 of 2017. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2017 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 3 of 2017. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004 regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

Getting the Word Out:

Campaign Finance Act Compliance (*PA 269 of 2015 is under permanent injunction*)

Township boards are often asked to take a position on issues of importance to their community. And many townships put millage or other questions on the ballot. But Section 57 of the Michigan Campaign Finance Act (MCFA) limits how a public body can use public funds or property when it comes to campaigning for ballot questions or candidates.

Here's what a township board or township board members may do in their official capacity:

- A township board may advocate (lobby) for or against legislation to state and federal legislators or officials. (*Hays v. City of Kalamazoo*, 316 Mich. 443, 1947)
- A board member may express his or her views in their policy-making capacity.
- A township board may produce and distribute factual information concerning issues relevant to township functions. This includes informing the “electors in a fair and objective manner of the facts surrounding an upcoming ballot proposal.” (*Attorney General Opinion 6531 of 1988*)
- A township board may adopt a resolution to support or oppose a ballot question, as long as the ballot question relates to township concerns, property or government.” The township cannot use township funds, property or resources to distribute such a resolution in any way that differs from any other township resolution.
- A township board may allow any candidate or campaign committee to use a township facility that is already open for public use by policy, as long as any candidate or campaign committee may use the public facility.

Here's what individual board members may do as private individuals:

- Elected or appointed public officials or employees of a township may express their own personal views when they are not acting for the township, on their own personal time, expending their own personal funds, or providing their own personal volunteer services. They may use their township titles, for example, sending a letter to the editor and signing it as “Clerk of Cherry Lake Township.”

What a township board or board members must avoid doing:

- It is not lawful to use township funds, township-owned office space or other property to **expressly advocate** a vote for or against a candidate or ballot question. “Expressly advocate” means to state support for the passage or defeat of a ballot question or the election or defeat of a candidate. In other words, to say “Vote yes for” (or no) or “Support” (or defeat) a candidate or ballot question.
- A township cannot put links on its website only to sites that expressly advocate only for or against one candidate, one slate of candidates or one side of a ballot question.
- A township board cannot authorize or use public resources for a payroll deduction plan to collect for a campaign committee.

The Michigan Secretary of State is permanently enjoined from enforcing MCL 169.257 (3) as enacted in P.A. 269 of 2015, per Consent Agreement as ordered by U.S. District Court, Eastern District of Michigan, Southern Division on April 28, 2016.

FREQUENTLY ASKED QUESTIONS
SPECIAL ASSESSMENTS

MILLAGE FACTS FOR CHARTER TOWNSHIPS

- A charter township does not receive allocated millage (Article 9, Section 6, Michigan Constitution of 1963).
- All charter townships may levy up to 10 mills, determined on assessed value (not counting debt service millage). However, the Charter Township Act does not require a charter township to levy any or all of the additional mills available to it under the Act. MCL 42.27
- MCL 42.27 authorizes a charter township board to annually provide for a levy of taxes upon real and personal property that cannot exceed 5 mills. Townships can automatically levy up to the first 5 mills (“charter millage”) without additional voter approval, and without limit in the number of years.
- Townships may then levy up to 5 additional mills* (for a maximum of 10 mills), but only by voter approval and limited to 20 years. MCL 42.27
- **BUT** following the 1978 Headlee Amendment, Attorney General Opinion (AGO) 6285 if 1985 stated: “[C]harter townships incorporated after December 22, 1978, the effective date [the Headlee Amendment], by final resolution of the township board and without an approving vote of the township’s electors, are prohibited from levying millage at a charter township rate higher than the township’s previously authorized millage limitation as a general law township”.

It needs to be noted that the Charter Act does not specifically require this restriction, and some municipal attorneys have questioned the reasoning in AGO 6285, as *Attorney General Opinions are not binding on townships*.

There have been several cases that have set precedence as to the number of mills that can be levied. It is strongly suggested that a charter township board incorporated by resolution after 1978, who is considering exercising the automatic authority to levy, should consult with its attorney for specific guidance.

Our Township attorney has advised that AGO 6285 is binding.

- Gaines Charter Township incorporated by resolution (not public vote) in 1990, 12 years after the Headlee Amendment. Depending on which school of thought you follow, we could either legally levy 4.1636 mills for an unspecified time (*5 mills minus our current*

millage rate of .8364), or 0.1295 mills for an unspecified time (difference between 1990 rate of .9659 and today's rate of .8364), without putting the millage question on a ballot.

- ALL township millage rates are subject to a millage reduction fraction (Headlee Amendment "rollback"), which is annually applied to a township's maximum authorized millage rates to ensure that the total revenues raised on existing property do not increase more than the rate of inflation. The only exception is when a NEW millage (increase) is approved by the voters after May 1 and levied (collected) in December of that same calendar year; that millage will be levied "intact" in that first levy.

PUTTING A MILLAGE REQUEST ON THE BALLOT

- The Township Board must adopt (by roll call vote) a resolution stating the ballot language and indicating the Board's intention to place it before the voters on a specified election date (MCL 211.24e).

MCL 211.24f states a ballot proposal must include:

1. **The extra-voted millage amount in dollars per thousand dollars of taxable value.** For example, a fire protection millage of 2 mills (the millage amount) equals \$2 for every \$1,000 of taxable value. Property with a taxable value of \$50,000 would be taxed \$100 for the millage.
2. **The purpose for the millage.** The taxes raised by the millage are restricted funds that may be used only for the purpose(s) listed in the ballot language. The more specific the language used, the more restricted the uses for the revenues raised. For example, if the purpose is "to purchase fire equipment for the Cutlerville and Dutton Fire Departments", then the millage cannot be used for payroll or overhead costs of the departments. A broader purpose such as "to provide fire protection services: may include operating a fire department or contracting with another unit for fire protection.
3. **The number of years that the millage will be effective.** A property tax cannot exceed 20 years, but a township board may wish to use a shorter "life span" because the millage would be subject to rollback (Headlee Amendment) and will be subject to levy less and less each year. A short life span, such as three to five years, brings the levy up for renewal before it is rolled back very much. A millage can be renewed by election at its original amount upon its expiration. Short life spans also give a board flexibility to recover a rolled back millage or to not renew it.

The duration of the millage determines when it will come up for renewal – and what election the renewal question might be scheduled for.

4. **The estimated revenue the township will collect in the first year of the levy.** This is the Township's total taxable value divided by 1,000 and multiplied by the number of mills. Using the 2-mill fire millage example:

Gaines 2020 taxable value = \$957,875,761.00 divided by 1,000 = \$957,875.77 x 2 = \$1,915,751.54

Gaines would state in the ballot language that it expects to levy an estimated total of \$1,915,751.54 in the first year the millage is levied. A new millage (increase) approved after April 30 will not be rolled back in its first year it is levied in that same year (MCL 211.34d(9)).

5. **Whether the millage is new (an increase) or a renewal (of a previous voted increase).** Technically, a renewal is also an increase, but the ballot language can say that the previous voted increase is being “renewed” instated of increased”. A millage proposal is a renewal if it states the same number of mills and the same purpose stated in the previous ballot proposal. Also, if there will be a gap of one or more tax years between the last collection of the previous millage and the first collection of the proposed millage, then the proposal is an increase, not a renewal. A renewal of a rollback of .5 mills or less can be a single ballot. Otherwise, two ballot questions are required.

NOTE – CAMPAIGN FINANCE REGULATIONS APPLY TO MILLAGE BALLOT QUESTIONS.

PA 33 OF 1951
AS AMENDED

NOTICE OF SPECIAL ASSESSMENT HEARINGS

Act 162 of 1962

AN ACT to prescribe the method of giving notice of special assessment hearings; to provide for the inclusion of appeal information with a notice of special assessment; to prescribe duties of persons and certain public officials in connection with the keeping and maintaining of tax assessment records; to prescribe the effects of failure to give notice of special assessment hearings; and to validate certain special assessment hearings.

History: 1962, Act 162, Imd. Eff. May 10, 1962;—Am. 1989, Act 64, Eff. July 31, 1989.

The People of the State of Michigan enact:

211.741 Notice of hearings in special assessment proceedings; service on owners or parties appearing on last local tax assessment records; statement that appearance and protest at hearing required for appeal; personal appearance; filing appearance or protest by letter; record of parties appearing to protest.

Sec. 1. (1) For each special assessment made against property, notice of all hearings in the special assessment proceedings shall be given as provided in this act in addition to any notice of hearings to be given by publication or posting as required by statute, charter, or ordinance. The provisions of this act in respect to service of notice by mail shall supersede any existing statutory, charter, or ordinance requirements for mailing notice. Notice of hearings in special assessment proceedings shall be given to each owner of or party in interest in property to be assessed whose name appears upon the last local tax assessment records by mailing by first class mail addressed to that owner or party at the address shown on the tax records at least 10 days before the date of the hearing. The last local tax assessment records means the last assessment roll for ad valorem tax purposes that has been reviewed by the local board of review, as supplemented by any subsequent changes in the names or the addresses of the owners or parties listed on that roll.

(2) The notice of hearing shall include a statement that appearance and protest at the hearing in the special assessment proceedings is required in order to appeal the amount of the special assessment to the state tax tribunal and shall describe the manner in which an appearance and protest shall be made.

(3) An owner or party in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required.

(4) The governing body shall maintain a record of parties who appear to protest at the hearing. If a hearing is terminated or adjourned for the day before a party is provided the opportunity to be heard, a party whose appearance was recorded is considered to have protested the special assessment in person.

History: 1962, Act 162, Imd. Eff. May 10, 1962;—Am. 1989, Act 64, Eff. July 31, 1989.

211.742 Tax assessment records; filing of names; changes of names and addresses.

Sec. 2. Where any person claims an interest in real property whose name and correct address do not appear upon the last local tax assessment records, he shall be obligated to file immediately his name and address with the local tax assessing officer. This requirement shall be deemed effective only for the purpose of establishing a record of the names and addresses of those persons entitled to notice of hearings in special assessment proceedings. It shall be the duty of each tax assessing officer to immediately enter on the local tax assessment records any changes in the names and addresses of owners or parties in interest filed with him and at all times to keep such tax assessment records current and complete and available for public inspection.

History: 1962, Act 162, Imd. Eff. May 10, 1962.

211.743 Notice of hearings; mailing.

Sec. 3. On and after 30 days following the effective date of this act, any officer whose duty it is to give notice of hearings in special assessment proceedings may rely upon the last local tax assessment records in giving notice of hearing by mail. The method of giving notice by mail as provided in this act is declared to be the method that is reasonably certain to inform those to be assessed of the special assessment proceedings.

History: 1962, Act 162, Imd. Eff. May 10, 1962.

211.744 Invalidation of assessment; reassessment.

Sec. 4. Any failure to give notice as required in section 1 shall not invalidate an entire assessment roll but only the assessments on property affected by the lack of notice. A special assessment shall not be declared invalid as to any property if the owner or the party in interest thereof has actually received notice, has waived

notice, or has paid any part of the assessment. If any assessment is declared void by court order or judgment, a reassessment against the property may be made.

History: 1962, Act 162, Imd. Eff. May 10, 1962;—Am. 1989, Act 64, Eff. July 31, 1989.

211.745 Notice of hearings; validation of previously held hearings.

Sec. 5. Notwithstanding the lack of a statute, charter or ordinance provision for the mailing of notice of hearings, each special assessment hearing heretofore held is validated insofar as any notice of hearing is concerned, if notice was given by mail to the owners or parties in interest whose names appeared at the time of mailing on the last local tax assessment records. Any such special assessment hearing is also validated as to any owner or party in interest who has actually received notice of hearing, has waived such notice, or has paid any part of the special assessment.

History: 1962, Act 162, Imd. Eff. May 10, 1962.

211.746 Statement of right to file written appeal.

Sec. 6. If a special assessment is made against property, the notice of the special assessment sent to the property owner or person responsible for payment of the ad valorem property taxes under the general property tax act, Act No. 206 of the Public Acts of 1893, being sections 211.1 to 211.157 of the Michigan Compiled Laws, shall include, in addition to any other requirements by statute or charter, a statement that the owner or any person having an interest in the real property may file a written appeal of the special assessment with the state tax tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

History: Add. 1989, Act 64, Eff. July 31, 1989.

10 STEPS TO CREATING A SPECIAL ASSESSMENT DISTRICT

STEP SHEET TO CREATE A SPECIAL ASSESSMENT DISTRICT PURSUANT TO PUBLIC ACT 33 OF 1951

This step sheet sets forth the procedure for establishing a Special Assessment District pursuant to Act 33 of 1951, for the purpose of levying a special assessment for police protection.

TARGET DATE	DESCRIPTION
	Step 1 <u>Resolution/Estimate of Cost/Set Public Hearing</u> The Township Board estimates the costs and expenses of fire/rescue/police vehicles, apparatus, equipment, housing and patrols (where applicable). In addition, the Township Board fixes the date, time, and place of a public hearing on the estimate, and the question of creating a special assessment district and defraying the expenses of the special assessment district by special assessment on the property to be especially benefited MCL 41801(4).
	Step 2 <u>Notice of Public Hearing</u> (a) Notice of the time, date, and place of the meeting at which the public hearing will be held must be given as required by the Open Meetings Act MCL 41.801(4). (b) The Township must publish in a newspaper of general circulation in the Township a notice stating the date, time, place and purpose of the public hearing. This notice must be published not less than five (5) days before the hearing. MCL 41.801(4). (c) The Township must mail the notice of the public hearing by first class mail to each owner of or party in interest in property to be assessed whose name appears on the last Township tax assessment records. The notice must be mailed by first class mail at least ten (10) days before the hearing. MCL 211.741(1). The notice must include a statement that appearance and protest at the hearing held for the purpose of confirming the roll. MCL211.746; 205.73.
	Step 3 <u>Public Hearing</u> The Township Board conducts the public hearing to hear objections that may be offered against the cost estimate and the creation of the special assessment district. MCL 41.801(4).

	Step 4 <u>Resolution/District/Amount</u> After the public hearing in Step 3 (which can be at the same meeting if the Township Board desires), the Township Board shall, by resolution, determine the boundaries of the special assessment district and the amount of the special assessment levy, and shall direct the Supervisor to spread the assessment levy on the taxable value of all lands and premises to be especially benefited according to the benefits received except lands and premises exempt from the collection of property taxes under the General Property Tax Act. MCL 41.801(4).
	Step 5 <u>Set Public Hearing</u> After the Supervisor prepares the spread of the assessment levy (i.e., the proposed assessment roll), the Township Board shall fix the date, time and place of a public hearing on objections to the distribution of the special assessment levy (i.e., the special assessment roll). (This is an annual public hearing). MCL: 41.801 (4).
	Step 6 <u>Notice of Public Hearing</u> Notice of the public hearing must be given as follows: (a) Notice of the time, date, place, and purpose of the meeting at which the public hearing will be held must be given as required by the Open Meetings Act. MCL 41.801 (4). (b) The township must publish in a newspaper of general circulation in the Township a notice stating the date, time, place, and purpose of the public hearing. This notice must be published not less than five (5) days before the hearing. MCL 41.801 (4). (c) The township must mail the notice of the public hearing by first class mail to each owner of or party in interest in property to be assessed whose name appears on the last Township tax assessment records. The notice must be mailed at least ten (10) days before the hearing. MCL 211.741 (1). The notice must include a statement that appearance and protest at the hearing is required in order to appeal the amount of the special assessment to the Tax Tribunal and the notice must describe the manner in which an appearance and protest shall be made. MCL 211.741 (2). The notice must also include a statement that the owner of any person having an interest in the property may file a written appeal of the special assessment with the Tax Tribunal within 35 days after confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll. MCL 211.746; 205.735a (6).
	Step 7 <u>Public Hearing</u> The Township Board conducts the public hearing to hear objections to the distribution of the special assessment levy (i.e., the special assessment roll). MCL 41.801 (4).

	Step 8 <u>Resolution/Determination/Assessment Roll</u> After the public hearing in Step 7 (which can be at the same meeting if the Township Board desires), the Township Board shall determine the amount to be assessed in the special assessment district and shall direct the Supervisor to distribute the special assessment levy (i.e., to confirm the special assessment roll). (This is an annual determination). The assessment may be made in a special assessment roll or in a column provided in the regular tax roll. The assessment shall be distributed and shall become due and collected at the same time as Township taxes are assessed, levied, and collected, and shall be returned in the same manner for nonpayment. If the Township has a July property tax levy, up to 2 mills of the assessment may be collected with the July levy. MCL 41.801 (4).
	Step 9 <u>Assessment Appeals</u> Property owners who have protested the special assessment roll at the public hearing in Step 7 may appeal the roll to the Michigan Tax Tribunal within 35 days of the confirmation of the roll. After that time period has passed, the Tax Tribunal does not have jurisdiction to hear appeals. MCL 211.746; 205.735; 205.735a(6).
	Step 10 <u>Appropriation</u> After the creation of the special assessment district, the Township Board may appropriate annually the sum necessary for the maintenance and operation of police services. MCL 41.801 (4).

**CITIZEN'S GUIDE TO SPECIAL ASSESSMENT
FOR PUBLIC SAFETY SERVICES**



CITIZEN'S GUIDE TO SPECIAL ASSESSMENT FOR PUBLIC SAFETY SERVICES

TABLE OF CONTENTS

Contents

Section 1 – INTRODUCTION TO SPECIAL ASSESSMENTS.....	3
Special Assessment Defined	3
Special Benefit.....	3
Special Assessment District (SAD).....	3
Allocation of Costs	3
Special Assessment Hearings and Objections.....	4
SECTION 2 – INITIATION AND CREATION OF A SPECIAL ASSESSMENT DISTRICT (SAD) UNDER P33 OF 1951	4
Step 1: Resolution	4
Step 2: Notice of 1 st Public Hearing.....	4
Step 3: 1 st Public Hearing	5
Step 3: Resolution #2	5
Step 4: Resolution #3	5
Step 5: Notice of 2 nd Public Hearing.....	5
Step 6: 2 nd Public Hearing	5
Step 7: Resolution #4	6
Step 8: Notice of Assessment	6
Step 9: Implement Assessments.....	6
SECTION 3 – STATUTES AND RELEVANT INFORMATION	6

This guide describes the step-by-step process for the creation of a special assessment district and its administration. This document is not intended as legal advice and the applicable statutes should be referred to for all purposes in connection with special assessments and the matters discussed in this guide.

Section 1 – INTRODUCTION TO SPECIAL ASSESSMENTS

Various state statutes authorize townships to make public improvements and provide services to their residents and taxpayers. The special assessment process is one way a township can expend public money for public safety (police/fire/or emergency services) expenses. PA 33 of 1951 authorizes townships to utilize special assessment procedures to fund the costs of providing police, fire, or emergency services.

Special Assessment Defined

A special assessment is a charge against property for a public improvement (or public safety service) that confers a special benefit to that property.

Special assessments are different from general property taxes. Differences include:

- Cannot be imposed against personal property
- Are not subject to constitutional and statutory limitations (millage limitations, uniformity requirements, rollbacks)
- Generally, not tax deductible
- May be township wide

Special Benefit

In theory, the proportional share of the cost of the improvement/service defrayed by special assessments against the benefitted property will be generally offset by the increase in the property's value. In other words, any public improvement/service that would increase the market value of a property could be considered a special benefit.

Special Assessment District (SAD)

A SAD is a defined grouping of properties especially benefitted by the improvement/service. PA 33 of 1951 allows for a township to initiate a SAD for police/fire/emergency services.

Allocation of Costs

There are significant differences between a special assessment levy and what most people regard as "property taxes", the ad valorem tax. Both taxes use "market value" in the determination of the propriety of the levy. Ad valorem levies use market value to generate the tax. Special assessments require a change in market value to apportion the levy.

Special Assessment Hearings and Objections

There are two public hearings in the special assessment process. At the first public hearing, the Township Board will hear objections to the special assessment district. The second public hearing is to review and hear any objections to the special assessment roll. Advance notice of the public hearings will be published in the newspaper and mailed to the property owners to be assessed.

Objections can be made in one of two ways. The first is by written letter delivered to the Township Clerk before or at the time of the public hearings. The second way is to attend the public hearing(s) and state the objections in person. It must be noted that if a property owner wishes to challenge the special assessment, they must have made an official protest at the appropriate public hearing.

SECTION 2 – INITIATION AND CREATION OF A SPECIAL ASSESSMENT DISTRICT (SAD) UNDER P33 OF 1951

Step 1: Resolution

Once the cost estimates have been completed, the Township Board of Trustees will consider a resolution tentatively approving its intention to designate the special assessment district, and setting a date and time for the first public hearing. The resolution will also direct that the cost estimates are to be given to the Township Clerk and made available for public inspection prior to the first public hearing.

Step 2: Notice of 1st Public Hearing

Notice of public hearings in special assessment proceedings are mailed to each record owner of, or party of interest in, the properties to be included in the district, at least 10 days before the date of the hearing. Notice must also be published twice before the public hearing in a newspaper circulating in the township, with the first publication also being at least 10 days before the date of the public hearing. The notice of hearing should contain the following:

- Date, time and location of the hearing
- Description of the proposed special assessment district
- Advise that cost estimates are on file at the office of the Township Clerk and are available for public inspection
- A statement that appearance and protest at the hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal, and describing the manner in which an appearance and protest must be made, and that protests may be filed by letter (MCL 211.741(2)).

Step 3: 1st Public Hearing

The first public hearing will be held by the Township board as required under PA 33 of 1951, as amended, to hear objections to the proposed assessment or the district.

Step 3: Resolution #2

After the conclusion of the 1st public hearing, the Township Board will consider adoption of a resolution doing all of the following:

- Describing the public safety services
- Approving the cost estimates as presented
- Designating the boundaries of the district
- Specifying the amount of the public safety services to be paid by the Township
- Designating the term of the special assessment district's existence
- If periodic redeterminations of cost will be necessary, such necessity and the dates when such redeterminations will be made must be stated
- Directing the supervisor to prepare the special assessment roll

Step 4: Resolution #3

Once the special assessment roll has been created, the Township Board of Trustees will consider a resolution setting a date and time for the second public hearing. The completed special assessment roll will be given to the Township Clerk to be made available for public inspection prior to the second public hearing.

Step 5: Notice of 2nd Public Hearing

Notice of public hearings in special assessment proceedings shall be given to each record owner, or the party of interest in of the properties to be included in the district, at least 10 days before the date of the hearing. Notice shall also be published twice before the public hearing in a newspaper circulating in the township, with the first publication also being at least 10 days before the date of the public hearing. The notice of public hearing should contain:

- Date, time and location of the hearing
- Description of the proposed special assessment district
- Advise that cost estimates are on file at the office of the Township Clerk and are available for public inspection
- A statement that appearance and protest at the hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal, and describing the manner in which an appearance and protest must be made, and that protests may be filed by letter (MCL 211.741(2)).

Step 6: 2nd Public Hearing

The second public hearing will be held by the Township Board as required under Public Act 188 of 1954, as amended, to hear objections to the assessment roll.

Step 7: Resolution #4

After the 2nd public hearing, the Township Board of Trustees will consider a resolution to confirm the special assessment roll.

Step 8: Notice of Assessment

A notice of special assessment will be mailed to affected property owners within 20 days after confirmation of the special assessment roll.

Step 9: Implement Assessments

The Township will begin the process of collecting the special assessments against the individual properties within the special assessment district.

SECTION 3 – STATUTES AND RELEVANT INFORMATION

This section is designed to provide the reader with information on how to obtain copies of the relevant statutes, and access other related documents and information pertaining to establishing a SAD within the Township.

There are various public acts which describe the process for administering special assessments for public improvements and services from ambulance to weed control. Each specific act outlines the details and forms the basis behind the itemized steps described in Sections 1 and 2 of this document as they pertain to public safety services.

Copies of the acts (not included as part of this document) can be found through the search engine at www.legislature.mi.gov:

PA 33 OF 1951:	Police and Fire Protection
PA 162 OF 1954:	Notice of Special Assessments Hearings (part of General Property Tax Act)
PA 225 OF 1976:	Deferment of special Assessments on Homesteads
PA 267 OF 1976:	Open Meetings Act

Documents pertaining to deferment can be found at the following links:

Frequently Asked Questions (FAQs) about Deferred Special Assessments:
https://www.michigan.gov/documents/treasury/DeferredSpecialAssessments_189257_7.pdf

AREA TOWNSHIP
MILLAGE RATES

**2020 KENT COUNTY
CERTIFIED PROPERTY TAX RATES
(PER \$1000 OF TAXABLE VALUE)**

		K-12 SCHOOLS										INTERMEDIATE SCHOOLS					TWP/CITIES/VILLAGES					AUTHORITIES		COUNTY					TOTAL														
G.U. & STATE CODE	PUBLIC SCHOOL NAME BY ASSESSING UNIT	STATE EDUCATION TAX	NON-HOMESTEAD TAX	COMMERCIAL PERSONAL MILLAGE	EXTRA VOTED MILLAGES	BUILDING & SITE	DEBT	COLLEGE GRNC	ALLOCATED OPERATING	VOTED SPECIAL ED/ HANDICAP	VOTED VOCATIONAL EDUCATION	ALLOCATED OR CHARTER	VOTED OPERATING	DEBT or STREET LIGHTS REALMONY	LIBRARY	INTER URBAN TRANSIT PARTNERSHIP	ALLOCATED OPERATING	JAIL	SENIOR CITIZIEN VETERANS	ZOO/ MUSEUM	READY BY FIVE	TOTAL MILLS																					
ADA TWP																																											
41110	Forest Hills - Summer	6.0000		2.9734	0.4951			1.7472	0.0877	4.5120	0.9687				1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.3600																				
	Forest Hills - Winter	6.0000	0.0000	5.8467	0.9901	0.0000		1.7472	0.0877	4.5120	0.9687	0.8935	2.0648	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	10.0221																				
	TOTAL-HOMESTEAD											0.8935	2.0648										31.3821																				
	Forest Hills - Summer	6.0000		8.9234	0.4951			1.7472	0.0877	4.5120	0.9687				1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.2834																				
	Forest Hills - Winter	6.0000	8.9233	2.9233	0.4950			1.7472	0.0877	4.5120	0.9687	0.8935	2.0648	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	18.9454																				
	TOTAL-NON-HOME	6.0000	17.8467	5.8467	0.9901	0.0000	6.6500	1.7472	0.0877	4.5120	0.9687	0.8935	2.0648	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	49.2288																				
41170	Lowell - Summer	6.0000		2.7690	0.4800			1.7472	0.0877	4.5120	0.9687				1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.5199																				
	Lowell - Winter	6.0000	0.0000	5.5380	0.0000	0.9600	7.0000	1.7472	0.0877	4.5120	0.9687	0.8935	2.0648	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	10.1821																				
	TOTAL-HOMESTEAD											0.8935	2.0648										31.7020																				
	Lowell - Summer	6.0000	8.7690	2.7690	0.4800		3.5000	1.7472	0.0877	4.5120	0.9687	0.8935	2.0648	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.2889																				
	Lowell - Winter	6.0000	17.5380	5.5380	0.0000	0.9600	7.0000	1.7472	0.0877	4.5120	0.9687	0.8935	2.0648	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	18.9511																				
	TOTAL-NON-HOME	6.0000										0.8935	2.0648										49.2400																				
41025	Northview - Summer	6.0000		3.0000	0.3582		3.1540	1.7472	0.0877	4.5120	0.9687				1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.6414																				
	Northview - Winter	6.0000	0.0000	6.0000	0.7165	1.1786	6.3080	1.7472	0.0877	4.5120	0.9687	0.8935	2.0648	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	10.3037																				
	TOTAL-HOMESTEAD											0.8935	2.0648										31.9451																				
	Northview - Summer	6.0000	9.0000	3.0000	0.3582	0.5893	3.1540	1.7472	0.0877	4.5120	0.9687				1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.6414																				
	Northview - Winter	6.0000	9.0000	3.0000	0.3583	0.5893	3.1540	1.7472	0.0877	4.5120	0.9687	0.8935	2.0648	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	19.3037																				
	TOTAL-NON-HOME	6.0000	18.0000	6.0000	0.7165	1.1786	6.3080	1.7472	0.0877	4.5120	0.9687	0.8935	2.0648	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	49.9451																				
ALGOMA TWP																																											
41070	Cedar Springs - Summer	6.0000		5.9172	0.0000	0.9734	7.0000	1.7472	0.0877	4.5120	0.9687				1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	25.5133																				
	Cedar Springs - Winter	6.0000	0.0000	5.9172	0.0000	0.9734	7.0000	1.7472	0.0877	4.5120	0.9687	0.7530	0.9366	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	4.9334																				
	TOTAL-HOMESTEAD											0.7530	0.9366										30.4467																				
	Cedar Springs - Summer	6.0000	17.9172	5.9172		0.9734	7.0000	1.7472	0.0877	4.5120	0.9687	0.7530	0.9366	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	43.4305																				
	Cedar Springs - Winter	6.0000		5.9172	0.0000	0.9734	7.0000	1.7472	0.0877	4.5120	0.9687	0.7530	0.9366	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	4.9334																				
	TOTAL-NON-HOME	6.0000	17.9172	5.9172								0.7530	0.9366										48.3639																				
41210	Rockford - Summer	6.0000		2.6752	0.4700	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687				1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.7568																				
	Rockford - Winter	6.0000	0.0000	5.3504	0.4699	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687	0.7530	0.9366	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	9.1502																				
	TOTAL-HOMESTEAD											0.7530	0.9366										30.9070																				
	Rockford - Summer	6.0000		8.6752	0.4700	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687				1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.4320																				
	Rockford - Winter	6.0000	8.6752	2.6752	0.4699	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687	0.7530	0.9366	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	17.8254																				
	TOTAL-NON-HOME	6.0000	17.3504	5.3504	0.9399	0.4938	7.0000	1.7472	0.0877	4.5120	0.9687	0.7530	0.9366	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	48.2574																				
41240	Sparta - Summer	6.0000		3.0000	0.5750		3.5000	1.7472	0.0877	4.5120	0.9687				1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.6149																				
	Sparta - Winter	6.0000	0.0000	6.0000	0.0000	1.1500	7.0000	1.7472	0.0877	4.5120	0.9687	0.7530	0.9366	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	9.0084																				
	TOTAL-HOMESTEAD											0.7530	0.9366										30.6233																				
	Sparta - Summer	6.0000	9.0000	3.0000		0.5750	3.5000	1.7472	0.0877	4.5120	0.9687	0.7530	0.9366	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.6149																				
	Sparta - Winter	6.0000	18.0000	6.0000	0.0000	1.1500	7.0000	1.7472	0.0877	4.5120	0.9687	0.7530	0.9366	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	18.0084																				
	TOTAL-NON-HOME	6.0000										0.7530	0.9366										48.6233																				

2020 KENT COUNTY CERTIFIED PROPERTY TAX RATES (PER \$1000 OF TAXABLE VALUE)																								
		K-12 SCHOOLS					COLLEGE	INTERMEDIATE SCHOOLS					TWP /CITIES/VILLAGES				AUTHORITIES		COUNTY					TOTAL
GU & STATE CODE	PUBLIC SCHOOL NAME BY ASSESSING UNIT	STATE EDUCATION TAX	NON- HOMESTEAD TAX	COMMERCIAL PERSONAL MILLAGE	EXTRA VOTED MILLAGES	BUILDING & SITE	DEBT	GRCC	ALLOCATED OPERATING	VOTED SPECIAL ED/ VOCATIONAL EDUCATION	ALLOCATED OR CHARTER	VOTED OPERATING	DEBT or STREET LIGHTS REASONLY	LIBRARY	INTER URBAN TRANSIT PARTNERSHIP	ALLOCATED OPERATING	JAIL	SENIOR CITIZIEN VETERANS	ZOO/ MUSEUM	READY BY FIVE	TOTAL MILLS			
ALPINE TWP																								
41080	Comstock Park - Summer	6.0000		6.0000		0.9801	9.9500	1.7472	0.0877	4.5120	0.9687						4.2243	0.7717	0.4888	0.0487	0.4301	28.4700		
	TOTAL-HOMESTEAD	6.0000	0.0000	6.0000	0.0000	0.9801	9.9500	1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	8.1454		
	Comstock Park - Summer	6.0000	18.0000	6.0000		0.9801	9.9500	1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	36.6154		
	TOTAL - NON-HOME	6.0000	18.0000	6.0000	0.0000	0.9801	9.9500	1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	46.4700		
41145	Kenowa - Summer	6.0000		6.0000		4.6700		1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	22.2099		
	TOTAL-HOMESTEAD	6.0000	0.0000	6.0000	0.0000	4.6700		1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	8.1454		
	Kenowa - Summer	6.0000	18.0000	6.0000		4.6700		1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	40.2099		
	TOTAL - NON-HOME	6.0000	18.0000	6.0000	0.0000	4.6700		1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	48.3553		
41240	Sparta - Summer	6.0000		3.0000		0.5750	3.5000	1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	21.6149		
	TOTAL-HOMESTEAD	6.0000	0.0000	3.0000	0.0000	1.1500	7.0000	1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	33.8353		
	Sparta - Summer	6.0000	9.0000	3.0000		0.5750	3.5000	1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	30.6149		
	TOTAL - NON-HOME	6.0000	18.0000	6.0000	0.0000	1.1500	7.0000	1.7472	0.0877	4.5120	0.9687	0.9337	3.9659	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	51.8353		
BOWNE TWP																								
41050	Caledonia - Summer	6.0000		3.0000		3.5000		1.7472	0.0877	4.5120	0.9687						4.2243	0.7717	0.4888	0.0487	0.4301	21.0399		
	TOTAL-HOMESTEAD	6.0000	0.0000	3.0000	0.0000	7.0000		1.7472	0.0877	4.5120	0.9687	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	30.1583		
	Caledonia - Summer	6.0000	9.0000	3.0000		3.5000		1.7472	0.0877	4.5120	0.9687	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	30.0399		
	TOTAL - NON-HOME	6.0000	18.0000	6.0000	0.0000	7.0000		1.7472	0.0877	4.5120	0.9687	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	48.1982		
34090	Lakewood - Summer	6.0000		5.9730		7.0000			0.1313	4.7377	0.0000	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	10.2243		
	TOTAL-HOMESTEAD	6.0000	0.0000	5.9730	0.0000	7.0000		0.0000	0.1313	4.7377	0.0000	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	17.5273		
	Lakewood - Summer	6.0000	17.9730	5.9730		7.0000			0.1313	4.7377	0.0000	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	27.7516		
	TOTAL - NON-HOME	6.0000	17.9730	5.9730	0.0000	7.0000		0.0000	0.1313	4.7377	0.0000	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	35.5003		
41170	Lowell - Summer	6.0000		2.7690		3.5000		1.7472	0.0877	4.5120	0.9687	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	21.5199		
	TOTAL-HOMESTEAD	6.0000	0.0000	2.7690	0.0000	7.0000		1.7472	0.0877	4.5120	0.9687	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	31.1582		
	Lowell - Summer	6.0000	8.7690	2.7690		3.5000		1.7472	0.0877	4.5120	0.9687	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	30.2899		
	TOTAL - NON-HOME	6.0000	17.5380	5.5380	0.0000	7.0000		1.7472	0.0877	4.5120	0.9687	0.8335	1.5810	1.2581			4.2243	0.7717	0.4888	0.0487	0.4301	48.6962		

(PER \$1000 OF TAXABLE VALUE)

		K-12 SCHOOLS										INTERMEDIATE SCHOOLS				TWP./CITIES/VILLAGES				AUTHORITIES		COUNTY					TOTAL
CID & STATE CODE	PUBLIC SCHOOL NAME BY ASSESSING UNIT	STATE EDUCATION TAX	NON-HOMESTEAD TAX	COMMERCIAL PERSONAL MILLAGE	EXTRA VOTED MILLAGES	BUILDING & SITE	DEBT	COLLEGE GRCC	ALLOCATED OPERATING	VOTED SPECIAL ED. HANDICAP	VOTED VOCATIONAL EDUCATION	ALLOCATED OR CHARTER	VOTED OPERATING	DEBT or STREET LIGHTS REALONLY	LIBRARY	INTER-URBAN PARTNERSHIP	ALLOCATED OPERATING	MIL	SENIOR CITIZEN	VETERANS	MUSEUM	ZOO/	READY BY FIVE	TOTAL MILLS			
BOVONE TWP - Cont.																											
41910 Thornapple - Summer		6.0000					9.6500	1.7472	0.0877	4.5120	0.9687		0.8335	1.5810				4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	17.5399			
TOTAL-HOMESTEAD		6.0000	0.0000	6.0000	0.0000	0.0000	9.6500	1.7472	0.0877	4.5120	0.9687		0.8335	1.5810	0.0000			4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	14.0502			
Thornapple - Summer		6.0000					9.6500	1.7472	0.0877	4.5120	0.9687		0.8335	1.5810				4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	17.5399			
Thornapple - Winter		6.0000	18.0000	6.0000			9.6500	1.7472	0.0877	4.5120	0.9687		0.8335	1.5810	0.0000			4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	32.0502			
TOTAL - NON-HOME		6.0000	18.0000	6.0000	0.0000	0.0000	9.6500	1.7472	0.0877	4.5120	0.9687		0.8335	1.5810	0.0000			4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	49.5901			
BYRON TWP																											
41040 Byron - Summer		6.0000					3.5000	1.7472	0.0877	4.5120	0.9687							4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.5304			
TOTAL-HOMESTEAD		6.0000	0.0000	6.0000	0.0000	0.0000	3.5000	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	9.4543			
Byron - Summer		6.0000	9.0000	3.0000			3.5000	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.5304			
Byron - Winter		6.0000	9.0000	3.0000			3.5000	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	18.4543			
TOTAL - NON-HOME		6.0000	18.0000	6.0000	0.0000	0.0000	7.0000	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	48.9847			
41130 Grandville - Summer																											
TOTAL-HOMESTEAD		6.0000	0.0000	5.2174	0.0000	1.3791	5.0500	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	23.9690			
Grandville - Winter		6.0000	17.2174	5.2174	0.0000	1.3791	5.0500	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	35.4638			
TOTAL - NON-HOME		6.0000	17.2174	5.2174	0.0000	1.3791	5.0500	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	29.4328			
41160 Kentwood - Summer																											
TOTAL-HOMESTEAD		6.0000	0.0000	6.0000	0.0000	0.0000	4.2500	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	41.1864			
Kentwood - Summer		6.0000	9.0000	3.0000			2.1250	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	29.4635			
Kentwood - Winter		6.0000	9.0000	3.0000			2.1250	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	17.3874			
TOTAL - NON-HOME		6.0000	18.0000	6.0000	0.0000	0.0000	4.2500	1.7472	0.0877	4.5120	0.9687		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	46.8509			
03040 Wayland Union - Summer																											
TOTAL-HOMESTEAD		6.0000	0.0000	6.0000	0.0000	0.0000	8.4000	0.0000	0.1393	3.0318	1.7694		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	14.4243			
Wayland Union - Winter		6.0000	9.0000	3.0000			4.2000	0.0000	0.1393	3.0318	1.7694		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	16.6043			
Wayland Union - Summer		6.0000	9.0000	3.0000			4.2000	0.0000	0.1393	3.0318	1.7694		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	29.0286			
Wayland Union - Winter		6.0000	9.0000	3.0000			4.2000	0.0000	0.1393	3.0318	1.7694		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	23.6043			
TOTAL - NON-HOME		6.0000	18.0000	6.0000	0.0000	0.0000	8.4000	0.0000	0.1393	3.0318	1.7694		0.7100	0.0000	1.5100	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	47.0286			
CALEDONIA TWP																											
41050 Caledonia - Summer		6.0000					3.5000	1.7472	0.0877	4.5120	0.9687							4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.0399			
TOTAL-HOMESTEAD		6.0000	0.0000	6.0000	0.0000	0.0000	7.0000	1.7472	0.0877	4.5120	0.9687							4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	9.5739			
Caledonia - Summer		6.0000	9.0000	3.0000			3.5000	1.7472	0.0877	4.5120	0.9687							4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.0399			
Caledonia - Winter		6.0000	9.0000	3.0000			3.5000	1.7472	0.0877	4.5120	0.9687							4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	18.5739			
TOTAL - NON-HOME		6.0000	18.0000	6.0000	0.0000	0.0000	7.0000	1.7472	0.0877	4.5120	0.9687							4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	48.6138			

2020 KENT COUNTY CERTIFIED PROPERTY TAX RATES (PER \$1000 OF TAXABLE VALUE)																								
		K-12 SCHOOLS					COLLEGE	INTERMEDIATE SCHOOLS					TWP./CITIES/VILLAGES			AUTHORITIES		COUNTY					TOTAL	
G/L & STATE CODE	PUBLIC SCHOOL NAME BY ASSESSING UNIT	STATE EDUCATION TAX	NON-HOMESTEAD TAX	COMMERCIAL PERSONAL MILLAGE	EXTRA VOTED MILLAGES	BUILDING & SITE	DEBT	GRC	ALLOCATED OPERATING	VOTED SPECIAL ED. HANDICAP	VOTED VOCATIONAL EDUCATION	ALLOCATED OR CHARTER	VOTED OPERATING	DEBT or STREET LIGHTS REASONLY	LIBRARY	INTER URBAN TRANSIT PARTNERSHIP	ALLOCATED OPERATING	JAIL	SENIOR CITIZIANS	VETERANS	MUSEUM	READY BY FIVE	TOTAL MILLS	
CASCADE TWP - Cont.																								
41170	Lowell - Summer	6.0000		2.7690		0.4800		1.7472	0.0877	4.5120	0.9687	0.9632	2.4839		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.5199	
	Lowell - Winter	6.0000	0.0000	5.5380	0.0000	0.4800		1.7472	0.0877	4.5120	0.9687	0.9632	2.4839	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	10.6709	
	TOTAL-HOMESTEAD																						32.1908	
	Lowell - Summer	6.0000	8.7690	2.7690		0.4800		1.7472	0.0877	4.5120	0.9687	0.9632	2.4839		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.2889	
	Lowell - Winter	6.0000	8.7690	2.7690		0.4800		1.7472	0.0877	4.5120	0.9687	0.9632	2.4839	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	19.4399	
	TOTAL - NON-HOME	6.0000	17.5380	5.5380	0.0000	0.9600		1.7472	0.0877	4.5120	0.9687	0.9632	2.4839	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	49.7288	
COURTLAND TWP																								
41070	Cedar Springs - Summer	6.0000		5.9172		0.9734		1.7472	0.0877	4.5120	0.9687	0.7771	0.9851		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	25.5133	
	Cedar Springs - Winter	6.0000	0.0000	5.9172	0.0000	0.9734		1.7472	0.0877	4.5120	0.9687	0.7771	0.9851	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	5.0060	
	TOTAL-HOMESTEAD																						30.5193	
	Cedar Springs - Summer	6.0000	17.9172	5.9172		0.9734		1.7472	0.0877	4.5120	0.9687	0.7771	0.9851		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	43.4305	
	Cedar Springs - Winter	6.0000	17.9172	5.9172	0.0000	0.9734		1.7472	0.0877	4.5120	0.9687	0.7771	0.9851	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	5.0060	
	TOTAL - NON-HOME	6.0000	17.9172	5.9172	0.0000	0.9734		1.7472	0.0877	4.5120	0.9687	0.7771	0.9851	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	48.4365	
41210																								
	Rockford - Summer	6.0000		2.6752		0.4700		1.7472	0.0877	4.5120	0.9687	0.7771	0.9851		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.7568	
	Rockford - Winter	6.0000	0.0000	2.6752	0.4699	0.2469		1.7472	0.0877	4.5120	0.9687	0.7771	0.9851	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	9.2228	
	TOTAL-HOMESTEAD																						30.9796	
	Rockford - Summer	6.0000	8.6752	2.6752	0.4700	0.2469		1.7472	0.0877	4.5120	0.9687	0.7771	0.9851		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.4320	
	Rockford - Winter	6.0000	8.6752	2.6752	0.4699	0.2469		1.7472	0.0877	4.5120	0.9687	0.7771	0.9851	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	17.0707	
	TOTAL - NON-HOME	6.0000	17.3504	5.3504	0.9399	0.4938		1.7472	0.0877	4.5120	0.9687	0.7771	0.9851	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	48.3300	
GAINES TWP																								
41040	Byron - Summer	6.0000		3.0000		0.4905		1.7472	0.0877	4.5120	0.9687	0.8364			1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.5304	
	Byron - Winter	6.0000	0.0000	3.0000	0.0000	0.4905		1.7472	0.0877	4.5120	0.9687	0.8364	0.0000	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	7.5802	
	TOTAL-HOMESTEAD																						29.6011	
	Byron - Summer	6.0000	9.0000	3.0000		0.4905		1.7472	0.0877	4.5120	0.9687	0.8364			1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.5304	
	Byron - Winter	6.0000	9.0000	3.0000	0.4905	0.4905		1.7472	0.0877	4.5120	0.9687	0.8364			1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	17.0707	
	TOTAL - NON-HOME	6.0000	18.0000	6.0000	0.0000	0.9810		1.7472	0.0877	4.5120	0.9687	0.8364	0.0000	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	47.6011	
41050																								
	Caledonia - Summer	6.0000		3.0000		0.0877		1.7472	0.0877	4.5120	0.9687	0.8364			1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.0399	
	Caledonia - Winter	6.0000	0.0000	3.0000	0.0000	0.0000		1.7472	0.0877	4.5120	0.9687	0.8364	0.0000	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	7.5802	
	TOTAL-HOMESTEAD																						28.6201	
	Caledonia - Summer	6.0000	9.0000	3.0000		0.0877		1.7472	0.0877	4.5120	0.9687	0.8364			1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.0399	
	Caledonia - Winter	6.0000	9.0000	3.0000		0.0877		1.7472	0.0877	4.5120	0.9687	0.8364			1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	16.5802	
	TOTAL - NON-HOME	6.0000	18.0000	6.0000	0.0000	0.0000		1.7472	0.0877	4.5120	0.9687	0.8364	0.0000	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	46.6201	
41160																								
	Kentwood - Summer	6.0000		3.0000		0.7986		1.7472	0.0877	4.5120	0.9687	0.8364			1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	20.4635	
	Kentwood - Winter	6.0000	0.0000	3.0000	0.0000	0.7986		1.7472	0.0877	4.5120	0.9687	0.8364	0.0000	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	7.0038	
	TOTAL-HOMESTEAD																						27.4673	
	Kentwood - Summer	6.0000	9.0000	3.0000		0.7986		1.7472	0.0877	4.5120	0.9687	0.8364			1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	29.4635	
	Kentwood - Winter	6.0000	9.0000	3.0000	0.0000	0.7986		1.7472	0.0877	4.5120	0.9687	0.8364	0.0000	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	16.0038	
	TOTAL - NON-HOME	6.0000	18.0000	6.0000	0.0000	1.5972		1.7472	0.0877	4.5120	0.9687	0.8364	0.0000	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	45.4673	

**2020 KENT COUNTY
CERTIFIED PROPERTY TAX RATES
(PER \$1000 OF TAXABLE VALUE)**

		K-12 SCHOOLS										COLLEGE				INTERMEDIATE SCHOOLS				TWP/CITIES/VILLAGES				AUTHORITIES		COUNTY				TOTAL
CU & STATE CODE	PUBLIC SCHOOL NAME BY ASSESSING UNIT	STATE EDUCATION TAX	NON-HOMESTEAD TAX	COMMERCIAL PERSONAL MILLAGE	EXTRA VOTED MILLAGES	BUILDING & SITE	DEBT	GRCC	ALLOCATED OPERATING	VOTED SPECIAL ED/ HANDICAP	VOTED VOCATIONAL EDUCATION	ALLOCATED OR CHARTER	VOTED OPERATING	DEBT or STREET LIGHTS REALINITY	LIBRARY	INTER URBAN TRANSIT PARTNERSHIP	ALLOCATED OPERATING	JAIL	SENIOR CITIZEN	VETERANS	ZOO/ MUSEUM	READY BY FIVE	TOTAL MILLS							
OAKFIELD - Cont.																														
41210	Rockford - Summer	6.0000		2.6752	0.4700	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687		0.7480	0.4843		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.7568						
	Rockford - Winter	6.0000	0.0000	2.6752	0.4699	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687		0.7480	0.4843	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	8.6929						
	TOTAL-HOMESTEAD			5.3504	0.9399	0.4938	7.0000																	30.4497						
	Rockford - Summer	6.0000		8.6752	0.4700	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687		0.7480	0.4843		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.4320						
	Rockford - Winter	6.0000		8.6752	0.4699	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687		0.7480	0.4843	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	17.3681						
	TOTAL - NON-HOME			17.3504	0.9399	0.4938	7.0000																	47.8001						
59070	Greenville - Summer	6.0000		5.9442			7.2000	2.7054	0.1734	3.4838	0.0000		0.7480	0.4843		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	10.2243						
	Greenville - Winter	6.0000	0.0000	5.9442	0.0000	0.0000	7.2000	2.7054	0.1734	3.4838	0.0000		0.7480	0.4843	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	18.0387						
	TOTAL-HOMESTEAD																							28.2630						
	Greenville - Summer	6.0000		5.9442			7.2000	2.7054	0.1734	3.4838	0.0000		0.7480	0.4843		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	10.2243						
	Greenville - Winter	6.0000	17.9442	5.9442	0.0000	0.0000	7.2000	2.7054	0.1734	3.4838	0.0000		0.7480	0.4843	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	35.9829						
	TOTAL - NON-HOME																							46.2072						
PLAINFIELD TWP																														
41080	Comstock Park - Summer	6.0000		6.0000	0.9801	9.9500	1.7472	0.0877	4.5120	0.9687			3.7000	0.4856		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	28.4700						
	Comstock - Winter	6.0000	0.0000	6.0000	0.0000	0.9801	9.9500	1.7472	0.0877	4.5120	0.9687		3.7000	0.4856	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	7.4294						
	TOTAL-HOMESTEAD																							35.8994						
	Comstock Park - Summer	6.0000		18.0000	0.9801	9.9500	1.7472	0.0877	4.5120	0.9687			3.7000	0.4856		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	46.4700						
	Comstock - Winter	6.0000		18.0000	0.0000	0.9801	9.9500	1.7472	0.0877	4.5120	0.9687		3.7000	0.4856	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	7.4294						
	TOTAL - NON-HOME																							53.8994						
41145	Kenowa - Summer	6.0000		6.0000		4.6700	1.7472	0.0877	4.5120	0.9687			3.7000	0.4856		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	22.2099						
	Kenowa - Winter	6.0000	0.0000	6.0000	0.0000	4.6700	1.7472	0.0877	4.5120	0.9687			3.7000	0.4856	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	7.4294						
	TOTAL-HOMESTEAD																							29.6393						
	Kenowa - Summer	6.0000		18.0000	0.0000	4.6700	1.7472	0.0877	4.5120	0.9687			3.7000	0.4856		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	40.2099						
	Kenowa - Winter	6.0000		18.0000	0.0000	4.6700	1.7472	0.0877	4.5120	0.9687			3.7000	0.4856	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	7.4294						
	TOTAL - NON-HOME																							47.6393						
41025	Northview - Summer	6.0000		3.0000	0.3582	0.5893	3.1540	1.7472	0.0877	4.5120	0.9687		3.7000	0.4856		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.6414						
	Northview - Winter	6.0000	0.0000	3.0000	0.3583	0.5893	3.1540	1.7472	0.0877	4.5120	0.9687		3.7000	0.4856	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	11.5310						
	TOTAL-HOMESTEAD																							33.1724						
	Northview - Summer	6.0000		9.0000	0.3582	0.5893	3.1540	1.7472	0.0877	4.5120	0.9687		3.7000	0.4856		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.6414						
	Northview - Winter	6.0000	0.0000	9.0000	0.3583	0.5893	3.1540	1.7472	0.0877	4.5120	0.9687		3.7000	0.4856	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	20.5310						
	TOTAL - NON-HOME																							51.1724						
41210	Rockford - Summer	6.0000		2.6752	0.4700	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687		3.7000	0.4856		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.7568						
	Rockford - Winter	6.0000	0.0000	2.6752	0.4699	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687		3.7000	0.4856	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	11.6462						
	TOTAL-HOMESTEAD																							33.4030						
	Rockford - Summer	6.0000		8.6752	0.4700	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687		3.7000	0.4856		1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.4320						
	Rockford - Winter	6.0000		8.6752	0.4699	0.2469	3.5000	1.7472	0.0877	4.5120	0.9687		3.7000	0.4856	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	17.3681						
	TOTAL - NON-HOME																							50.7554						

**2020 KENT COUNTY
CERTIFIED PROPERTY TAX RATES
(PER \$1000 OF TAXABLE VALUE)**

		K-12 SCHOOLS										COLLEGE				INTERMEDIATE SCHOOLS				TWP/CITIES/VILLAGES				AUTHORITIES		COUNTY				TOTAL
CU & STATE CODE	PUBLIC SCHOOL NAME BY ASSESSING UNIT	STATE EDUCATION TAX	NON-HOMESTEAD TAX	COMMERCIAL PERSONAL MILLAGE	EXTRA VOTED MILLAGES	BUILDING & SITE	DEBT	GRNC	ALLOCATED OPERATING	VOTED SPECIAL ED/ HANDICAP	VOTED VOCATIONAL EDUCATION	ALLOCATED OR CHARTER	VOTED OPERATING	DEBT or STREET LIGHTS REASONLY	LIBRARY	INTER URBAN TRANSIT PARTNERSHIP	ALLOCATED OPERATING	JAIL	SENIOR CITIZEN	VETERANS	ZOO/ MUSEUM	READY BY FIVE	TOTAL MILLS							
VERGENNES TWP																														
41170	Lowell - Summer	6.0000		2.7690		0.4800	3.5000	1.7472	0.0877	4.5120	0.9687							4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	21.5199						
	Lowell - Winter			2.7690		0.4800	3.5000					0.8196			1.2581				0.7717	0.4888	0.0487	0.4301	0.2464	8.0434						
	TOTAL-HOMESTEAD	6.0000	0.0000	5.5380	0.0000	0.9600	7.0000	1.7472	0.0877	4.5120	0.9687	0.8196	0.0000	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	29.5633							
	Lowell - Summer	6.0000		2.7690		0.4800	3.5000	1.7472	0.0877	4.5120	0.9687	0.8196			1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	30.2889							
	Lowell - Winter			2.7690		0.4800	3.5000					0.8196			1.2581				0.7717	0.4888	0.0487	0.4301	0.2464	16.8124						
	TOTAL - NON-HOME	6.0000	17.5380	5.5380	0.0000	0.9600	7.0000	1.7472	0.0877	4.5120	0.9687	0.8196	0.0000	0.0000	1.2581		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	47.1013							
CEDAR SPRINGS CITY																														
41070	Cedar Springs - Summer	6.0000		5.9172		0.9734	7.0000	1.7472	0.0877	4.5120	0.9687	15.0642	1.3772	2.5921			4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	44.5468							
	Cedar Springs - Winter			5.9172		0.9734	7.0000	1.7472	0.0877	4.5120	0.9687	15.0642	1.3772	2.5921	0.0000		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	1.9857							
	TOTAL-HOMESTEAD	6.0000	0.0000	5.9172	0.0000	0.9734	7.0000	1.7472	0.0877	4.5120	0.9687	15.0642	1.3772	2.5921	0.0000		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	46.5325							
	Cedar Springs - Summer	6.0000		5.9172		0.9734	7.0000	1.7472	0.0877	4.5120	0.9687	15.0642	1.3772	2.5921			4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	62.4640							
	Cedar Springs - Winter			5.9172		0.9734	7.0000					15.0642	1.3772	2.5921	0.0000		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	1.9857							
	TOTAL - NON-HOME	6.0000	17.9172	5.9172	0.0000	0.9734	7.0000	1.7472	0.0877	4.5120	0.9687	15.0642	1.3772	2.5921	0.0000		4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	64.4497							
E GRAND RAPIDS CITY																														
41090	E Grand Rapids - Summer	6.0000		6.0000	1.2035	0.4585	9.9500	1.7472	0.0877	4.5120	0.9687	12.0322	1.8346	0.9582	1.2581	1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	45.4226							
	E Grand Rapids - Winter			6.0000	1.2035	0.4585	9.9500	1.7472	0.0877	4.5120	0.9687	12.0322	1.8346	0.9582	1.2581	1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	3.2438							
	TOTAL-HOMESTEAD	6.0000	0.0000	6.0000	1.2035	0.4585	9.9500	1.7472	0.0877	4.5120	0.9687	12.0322	1.8346	0.9582	1.2581	1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	48.6664							
	E Grand Rapids - Summer	6.0000		6.0000	1.2035	0.4585	9.9500	1.7472	0.0877	4.5120	0.9687	12.0322	1.8346	0.9582	1.2581	1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	63.4226							
	E Grand Rapids - Winter			6.0000	1.2035	0.4585	9.9500					12.0322	1.8346	0.9582	1.2581	1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	3.2438							
	TOTAL - NON-HOME	6.0000	18.0000	6.0000	1.2035	0.4585	9.9500	1.7472	0.0877	4.5120	0.9687	12.0322	1.8346	0.9582	1.2581	1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	66.6664							
GRAND RAPIDS CITY																														
41050	Caledonia - Summer	6.0000		6.0000			7.0000	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073			1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	34.7926							
	Caledonia - Winter			6.0000	0.0000		7.0000	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073	0.0000		1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	1.9857							
	TOTAL-HOMESTEAD	6.0000	0.0000	6.0000	0.0000		7.0000	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073	0.0000		1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	36.7783							
	Caledonia - Summer	6.0000		6.0000			7.0000	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073			1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	52.7926							
	Caledonia - Winter			6.0000			7.0000	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073	0.0000		1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	1.9857							
	TOTAL - NON-HOME	6.0000	18.0000	6.0000	0.0000		7.0000	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073	0.0000		1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	54.7783							
41110	Forest Hills - Summer	6.0000		5.8467	0.3901		6.6500	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073			1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	35.4327							
	Forest Hills - Winter			5.8467	0.3901		6.6500	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073	0.0000		1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	1.9857							
	TOTAL-HOMESTEAD	6.0000	0.0000	5.8467	0.3901		6.6500	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073	0.0000		1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	37.4184							
	Forest Hills - Summer	6.0000		5.8467	0.3901		6.6500	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073			1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	53.2794							
	Forest Hills - Winter			5.8467	0.3901		6.6500					5.8997	2.9073	0.0000		1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	1.9857							
	TOTAL - NON-HOME	6.0000	17.8467	5.8467	0.3901	0.0000	6.6500	1.7472	0.0877	4.5120	0.9687	5.8997	2.9073	0.0000		1.4457	4.2243	0.7717	0.4888	0.0487	0.4301	0.2464	55.2651							

PRELIMINARY * AGENDA
GAINES CHARTER TOWNSHIP BOARD OF TRUSTEES
MEETING

March 8, 2021

Opening Prayer 6 PM ~ Bob Terpstra

Pledge of Allegiance

ZOOM MEETING

For login information please send a request to info@gainestownship.org

Items Highlighted are Action Items

Meeting called by Supervisor Rob DeWard

Attendees: Supervisor Rob DeWard, Clerk Michael Brew, Treasurer Laurie Lemke, Trustees Tim Haagsma, Bob Terpstra, Dan Fryling, Kathy Vander Stel, Planner Dan Wells

CALL TO ORDER AND ATTENDANCE AT 7 PM – ATTENDEES MUST STATE LOCATION (i.e., Rob DeWard joining the meeting from my office at the Township Hall)

Declaration of any Conflict of Interest

Approval of Agenda

INTERVIEW OF CANDIDATES FOR TOWNSHIP MANAGER POSITION

I. CUSTOMARY ITEMS

- 1) **Recognition of Individuals and/or Delegations** - *3-minute time limit for unscheduled speakers

Consent agenda items are listed under item II, including payment of the bills. All items are considered to be routine by the Board. *There will not be separate discussion of these items.* If discussion is desired, that item will be removed from the Consent Agenda upon request of any Board Member. If you would like any item removed from the consent agenda so that it may be considered separately; please contact Kim by 10:00 a.m., the day of the meeting.

II. CONSENT AGENDA

- 1) **Board Meeting Minutes**

- A. Meeting Minutes from February 8, 2021
B. Meeting Minutes from February 22, 2021

2) Building Department

- A. Building Department February 2021 Revenue Reports– Summary for Mechanical & Plumbing Permits, Electrical Revenue Report - *(In an effort to condense the size of meeting packets, we will be providing a Summary Report each month. A copy of the full report is on file and can be obtained by contacting Kim Triplett at kim.triplett@gainestownship.org.*

3) Clerk's Office

- A. Check Register for February 5, 2021 thru February 26, 2021
B. Payments of the bills from in the amount of \$257,684.24

Motion to Approve Consent Agenda - ACTION ITEM

III. DEPARTMENT/OFFICE REPORTS

1) Clerk's Office

- a) Professional Development Request – Clerk
b) Professional Development Request – Deputy Clerk

2) Planning

- a) 2st Read – Zoning Ordinance Amendment - request to rezone 2410 68th Street
b) 1st read – Cook's Crossing – major PUD amendment
c) Hoffman Meadows – Preliminary Plat Approval
d) Preservation Lakes – Phase 4 – Final Preliminary Plat Approval
e) Mobile Defenders – 6155 E Paris – IFT Request

NON-ACTION

- f) Planning and Zoning 2020 Annual Report

3) Treasurer's Department -NONE

4) Assessing Department

NON-ACTION

- a) Assessing Dept. 2020 Annual Report

5) Water & Sewer Department - NONE

6) Building Department

Recognition of Individuals and/or Delegations *Limit 3 Minutes*

IV. SUPERVISOR'S OFFICE

1) Action Items:

- a) Liquor License Renewals:
a. Briarwood
b. Carmelos
c. Celebration Cinema
d. Grinning Mitten, LLC (Railtown)

- e. Logans
- f. Peppinos
- g. TSFR Apple Holdings (Applebee's)
- h. RedWater (Fire Rock Grille)

B) Purchase of large screen TV on stand for lower level

c) Employee's Insurance Benefits

CLOSED SESSION REGARDING TOWNSHIP MANAGER POSITION

d) Vote regarding matter discussed in close session

2) NON-ACTION

- a) Website stats for February 2021 11,278 Visits
- b) Jason Vander Molen – Report
- c) 2021 KCRC Road Projects
- d) 2020 4th Qtr. Kent County Sheriff Reports

V. COMMENTS & DISCUSSION

- 1) Township Board
- 2) Supervisor
- 3) Miscellaneous

VI. ADJOURNMENT

- 1) There will be a Board meeting April 12, 2021
- 2) There will be a second April meeting on the 25th

Any interested persons are invited to attend and participate. Persons with disabilities needing any special accommodations should contact the Township offices one week prior to the meeting to request mobility, visual or any other assistance.

Preliminary Agenda – Subject to Change

**MINUTES OF GAINES CHARTER TOWNSHIP BOARD
FOR THE REGULAR MEETING
February 08, 2021**

The meeting was held as a virtual meeting via Zoom – Meeting # 899 8172 9216 – Password – 029481. Public who attended the meeting obtained meeting information and password by sending a request to info@gainestownship.org on the day of the meeting.

Present: DeWard from home, Brew from 8555 Kalamazoo Avenue, Lemke from 8555 Kalamazoo Avenue, Fryling from 8555 Kalamazoo Avenue, Haagsma from home, Terpstra from home, VanderStel from home, Dan Wells from home, Chief Paul Sheely from Dutton Fire Department, John Stuyfzand from home, Kim Triplett from home

Trustee Dan Fryling opened in prayer.

Supervisor DeWard led the Pledge of Allegiance

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

2. Question of Conflict of Interest

None.

3. Proposed Agenda

Motioned by Lemke and supported by VanderStel to approve the agenda.

ROLL CALL VOTE: Brew – yes, DeWard – yes, Fryling – yes, Haagsma – yes, Lemke – yes, Terpstra - yes, VanderStel – yes Motion carried.

4. Recognition of Individuals and/or Delegations.

Chief Paul Sheely discussed Cutlerville Fire Department's new Engine 35. Using a picture he described the many features of the engine.

Fryling noted township calendar errors that need to be corrected.

5. Consent Agenda

Fryling questioned the use of both Buist Electric and Meekhof Electric for projects in the township.

Motioned by Haagsma and supported by VanderStel to approve the consent agenda including bills totaling \$636,856.65 for 01-08-2021 and 01-29-2021 .

ROLL CALL VOTE: DeWard – yes, Fryling – yes, Haagsma – yes, Lemke – yes, Terpstra - yes, VanderStel – yes, Brew – yes Motion carried.

6. Department/Office Reports

A. Planning Department

1) 1st read Major PUD Amendment to the OTP Planned Unit Development for Vision Real Estate

Motioned by Haagsma and supported by VanderStel to approve the content of the major PUD amendment.

ROLL CALL VOTE: Fryling – yes, Haagsma – yes, Lemke – yes, Terpstra - yes, VanderStel – yes, Brew – yes, DeWard – yes Motion carried.

Motioned by Haagsma and supported by Terpstra to set the Public Hearing for March 8th, 2021 during the regular township board meeting.

ROLL CALL VOTE: Haagsma – yes, Lemke – yes, Terpstra - yes, VanderStel – yes, Brew – yes, DeWard – yes, Fryling – yes Motion carried.

2) 2nd read request to rezone 17 & 21 Willman and 6536 & 6540 South Division Avenue

Motioned by Haagsma and supported by Lemke to approve the rezone of 17 & 21 Willman and 6536 & 6540 South Division to C-2 Commercial.

ROLL CALL VOTE: Lemke – yes, Terpstra - yes, VanderStel – yes, Brew – yes, DeWard – yes, Fryling – yes, Haagsma – yes Motion carried.

B. Treasurer's Department

1) Accept and File 4th Quarter 2020 Financial Report

Motion by Fryling and supported by Haagsma to accept and file the 4th Quarter 2020 Financial Report as presented by the Treasurer.

ROLL CALL VOTE: Terpstra - yes, VanderStel – yes, Brew – yes, DeWard – yes, Fryling – yes, Haagsma – yes, Lemke – yes Motion carried.

C. Building Department

1) Purchase of BS&A Online Permit Processing Module

Fryling said our permit fees are often higher than the job the permit is for. With a surplus of over \$1 million in the building department, DeWard commented our fees should be studied. John Stuyfzand compared how Gaines permit costs are, at worst, half what the City of Grand Rapids charges. DeWard also discussed again how building department monies will start being allocated to other departments to cover their costs in assisting the building department.

Motioned by VanderStel and supported by Haagsma to approve the purchase of the Online Permit Processing Module from BS&A for \$7,700 and to absorb the \$2.00 online fee charged by BS&A.

ROLL CALL VOTE: VanderStel – yes, Brew – yes, DeWard – yes, Fryling – yes, Haagsma – yes, Lemke – yes, Terpstra – yes Motion carried.

7. Recognition of individuals and/or delegations

None.

8. Supervisor's Office

1. Use of PEG Funds to upgrade visual system in Board Room

Motioned by Lemke and supported by Terpstra to approve the use of the Comcast Grant Funds to upgrade the board room audio visual system.

ROLL CALL VOTE: Brew – yes, DeWard – yes, Fryling – yes, Haagsma – yes, Lemke – yes, Terpstra – yes, VanderStel – yes Motion carried.

2. Request for Road Closures for 2021 Diemer 5K

Motioned by VanderStel and supported by Lemke to approve the road closings as presented.

ROLL CALL VOTE: DeWard – yes, Fryling – yes, Haagsma – yes, Lemke – yes, Terpstra – yes, VanderStel – yes, Brew – yes Motion carried.

3. Set Wage for Cutlerville Fire new full-time firefighter according to years of experience

Motioned by Lemke and supported by VanderStel to approve the Cutlerville Fire Board recommendation to set the hire wage of Geoff Evans to \$22.20/hour and to require a new physical.

ROLL CALL VOTE: Fryling – yes, Haagsma – yes, Lemke – yes, Terpstra – yes, VanderStel – yes, Brew – yes, DeWard – yes Motion carried.

4. Road Closure Request for Neverthesame Mud Run

Motioned by VanderStel and supported by Terpstra to approve the 2021 August event for the Neverthesame Mud Run.

ROLL CALL VOTE: Haagsma – yes, Lemke – yes, Terpstra – yes, VanderStel – yes, Brew – yes, DeWard – yes, Fryling – yes Motion carried.

5. Quote from Everett's for Apple Orchard pruning

Motioned by VanderStel and supported by Terpstra to approve the Parks and Trail Committee's recommendation to accept the quote from Everett's of \$3996.00 to prune the apple trees and around the trees in Prairie Wolf Park.

ROLL CALL VOTE: Lemke – yes, Terpstra – yes, VanderStel – yes, Brew – yes, DeWard – yes, Fryling – yes, Haagsma – yes Motion carried.

9. Comments and Discussion

DeWard commented on the Cutlerville Fire Board meeting including the spending of “gift funds” up to \$500.00 with Supervisors of both townships approving of the expenditure. The Intergovernmental agreement has not allowed the Cutlerville Fire Department to establish a 501-c4 like the Dutton Fire Department.

DeWard discussed the interview process for the Township Manager position. About 14 applications have been received. Terpstra will begin to investigate social media pertaining to the candidates.

February 22 is another Township Board Meeting to discuss the possibility of a special assessment for Public Safety.

10. Adjournment

Motion by Haagsma and supported by VanderStel to adjourn the meeting at 8:20 p.m.

VOICE VOTE: All Ayes.

Michael Brew, Clerk

Robert DeWard, Supervisor

**MINUTES OF GAINES CHARTER TOWNSHIP BOARD
FOR THE REGULAR MEETING
February 22, 2021**

The meeting was held as a virtual meeting via Zoom – Meeting # 857 9801 8165 – Password – 318729. Public who attended the meeting obtained meeting information and password by sending a request to info@gainestownship.org on the day of the meeting.

Present: DeWard from home, Brew from 8555 Kalamazoo Avenue, Lemke from home, Fryling from 8555 Kalamazoo Avenue, Haagsma from home, Terpstra from home, VanderStel from home, Dan Wells from home, Chief Paul Sheely from Dutton Fire Department, Dave VanPatten from home, Brett Holmes from Home, Ken Van Hall from Home, Greg from The Sun and News office, Kim Triplett from home

Supervisor DeWard opened in prayer.

Supervisor DeWard led the Pledge of Allegiance

1. The meeting was called to order at 7:03 p.m. by Supervisor DeWard

2. Question of Conflict of Interest

None.

3. Proposed Agenda

Motioned by VanderStal and supported by Lemke to approve the agenda.

ROLL CALL VOTE: VanderStel – yes, Terpstra– yes, Lemke – yes, Haagsma – yes, Fryling – yes, DeWard – yes, Brew – yes Motion carried.

4. Recognition of Individuals and/or Delegations.

None.

5. New Business

A. Funding of Public Safety Services

1) Review of provided materials

Motioned by Brew and supported by Haagsma to pursue a source of additional revenue to be raised for public safety.

ROLL CALL VOTE: Brew – yes, VanderStel – yes, Terpstra– yes, Lemke - yes, Haagsma – yes, Fryling – no, DeWard – yes Motion carried.

Motioned by Brew and supported by Haagsma to pursue a special assessment with the rate determined by a special committee.

ROLL CALL VOTE: DeWard – yes, Brew – yes, VanderStel - yes, Terpstra– yes, Lemke – yes, Haagsma – yes, Fryling – yes Motion carried.

Motioned by Brew and supported by Haagsma to set the special committee membership to members Treasurer Laurie Lemke, Chief Paul Sheely, Trustee Tim Haagsma, Supervisor Robert DeWard, and Executive Secretary Kim Triplett .

ROLL CALL VOTE: Fryling – yes, DeWard – yes, Brew – yes, VanderStel - yes, Terpstra– yes, Lemke – yes, Haagsma – yes Motion carried.

Motioned by Lemke and supported by VanderStel to adjourn at 8:47 pm.

VOICE VOTE: All Ayes.

Michael Brew, Clerk

Robert DeWard, Supervisor



Revenue Breakdown Report

Page: 1 of 1

03/02/2021

Filter: All Records, Transaction.DateToPostOn Between 2/1/2021 12:00:00 AM AND 2/28/2021 11:59:59 PM

Unit Totals		
Unit Name	Records	Revenue
	111	20,392.00
TOTAL	111	20,392.00

Record Type Totals		
Unit:	Records	Revenue
Name	5	90.00
Permit	106	20,302.00
UNIT TOTAL:	111	20,392.00

Record Type Breakdowns		
Unit:		
Record Type: Name	Records	Revenue
	5	90.00
TOTAL:	5	90.00

Record Type: Permit	Records	Revenue
Building	18	7,734.00
Electrical	20	2,891.00
Mechanical	46	6,340.00
Plumbing	20	3,167.00
Storm Drain	2	170.00
TOTAL:	106	20,302.00

03/04/2021 09:08 AM
User: MBREW
DB: Gaines Township

CHECK REGISTER FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 02/01/2021 - 02/28/2021

Page: 1/4

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN CHEMICAL BANK						
02/05/2021	GEN	29175	ALL STAR	ALL STAR PRINTING COMPANY	LOGO AND NAME ON SHIRT	38.00
02/05/2021	GEN	29176	APOLLO	APOLLO FIRE EQUIPMENT CO.	MOUNTING APPLIANCES FOR NEW E35	2,048.85
02/05/2021	GEN	29177	ARROW	ARROWASTE INC	BLAIN CEMETARY RUBBISH	52.36
					CFD RUBBISH	133.79
					DFD RUBBISH	44.48
					TWP OFFICE RUBBISH	66.43
					LIBRARY RUBBISH	61.72
						358.78
02/05/2021	GEN	29178	AUTOZONE	AUTOZONE	TORQUE LOCK NUTS, FLANGE BOLT, BACK-UP A	20.43
02/05/2021	GEN	29179	BOUND TREE	BOUND TREE MEDICAL LLC	BLOOD GLUCOSE TEST STRIPS, CURAPLEX PATI	280.06
					G3 PERFUSION, RED, BBP RESISTANT, 22 IN	274.00
					G3 PERFUSION, RED, BBP RESISTANT, 22 IN	274.00
						828.06
02/05/2021	GEN	29180	CENTER FOR	CENTER FOR EDUCATION&EMPLOYMENT LAW	ONE YEAR SUBSCRIPTION TO PUBLIC EMPLOYME	159.00
02/05/2021	GEN	29181	CHARTER CO	CHARTER COMMUNICATIONS	INTERNET SERVICES	154.97
					INTERNET	154.97
						309.94
02/05/2021	GEN	29182	COMCAST	COMCAST	DFD TELEPHONE SERVICES	187.07
					CFD TELEPHONE SERVICES	419.54
						606.61
02/05/2021	GEN	29183	DINGES FIR	DINGES PARTNERS GROUP LLC	4,5,6' LEATHER FRONT WITH SEWN OR RECESS	70.09
02/05/2021	GEN	29184	EPS	E.P.S.INC.	CFD SECURITY SYSTEM	378.00
02/05/2021	GEN	29185	EVERETT'S	EVERETT'S LANDSCAPE MANAGEMENT INC	LANDSCAPE ESTIMATE PATH TO BREWER PARK A	20.00
02/05/2021	GEN	29186	GAINES W&S	GAINES WATER & SEWER FUND	WATER AND SEWER TWP HALL	400.80
					DFD WATER AND SEWAGE USEAGE	131.88
						532.68
02/05/2021	GEN	29187	NAPA	GENUINE PARTS COMPANY-GRAND RAPIDS	OIL DRY AND WINDSHIELD WASH	282.59
02/05/2021	GEN	29188	HORIZON	HORIZON COMMUNITY PLANNING LLC	CALLS, EMAILS, MINUTES, HOFFMAN MEADOWS	3,570.00
02/05/2021	GEN	29189	INTEGRITY	INTEGRITY OFFICE	BINDER CLIPS	2.88
					TABBED INDEX DIVIDERS, PENS BLACK, BLUE,	54.71
						57.59
02/05/2021	GEN	29190	IPM	IPM SERVICES	CFD PEST CONTROL	25.00
					DFD PEST CONTROL	25.00
						50.00
02/05/2021	GEN	29191	J&B	J&B MEDICAL SUPPLY	NITRILE GLOVES, WOOL BLANKET	131.95
02/05/2021	GEN	29192	JACK'S	JACK'S LAWN & SNOWPLOWING, INC	SNOW REMOVAL	1,399.87
					DFD SNOW REMOVAL	681.94
					LIBRARY SNOW REMOVAL	716.04
					SHERIFF SNOW REMOVAL	479.32
						3,277.17

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/05/2021	GEN	29193	K&S PLUMB	K & S PLUMBING CO. INC.	REPLACED AUTO EYE FLUSH VALVE WITH MANUA	150.80
02/05/2021	GEN	29194	KCI	KENT COMMUNICATIONS INC	POSTAGE FOR MAILING	3,033.03
02/05/2021	GEN	29195	LAURIE L	LAURIE LEMKE	MILEAGE AND COFFEE	79.83
02/05/2021	GEN	29196	MCDONALD	MCDONALD PLUMBING INC	REMOVING OBSTRUCTIONS FROM 2 TOILETS	373.00
02/05/2021	GEN	29197	MEYERS CLE	MEYERS CLEANING SERVICE INC	GENERAL CLEANING OF TWP OFFICE AND LIBRA	2,257.00
02/05/2021	GEN	29198	MIKA	MIKA, MEYERS, BECKETT & JONES	FIREMAN HIRING QUESTONS WITH SUPERVISOR	140.00
02/05/2021	GEN	29199	PEOPLE	PEOPLE IT	SERVER CONTRACT, BACKUP, MICROSOFT OFFIC	369.00
02/05/2021	GEN	29200	PURITY	PURITY CYLINDER GASES INC	PORTIBLE MEDICAL, MEDIUM MEDICAL, CYL MA	33.54
02/05/2021	GEN	29201	SAFEWARE	SAFEWARE INC	N95 MASKS	130.00
02/05/2021	GEN	29202	TARG SOL	TARGETSOLUTIONS LEARNING LLC	ONLINE TRAINING CONTRACT	5,921.82
02/05/2021	GEN	29203	SUN NEWS	THE SUN AND NEWS	NOTICES	285.12
02/05/2021	GEN	29204	HCC PUBLIC	TOKIO MARINE HCC	ANEMA CLAIM OF APPEAL DEDUCTIBLE	2,500.00
02/05/2021	GEN	29205	MARATHON	WEX BANK	DFD FUEL	399.94
02/05/2021	GEN	29206	ZYLSTRA DO	ZYLSTRA DOOR INC	DFD REPLACED FAULTY 3 BUTTON STATION ON	295.12
02/05/2021	GEN	29207	ADVANCED I	ADVANCED IMAGING SOLUTIONS INC	COPIER SERVICE AGREEMENT	713.45
02/05/2021	GEN	29208	TWP-CONSUM	CONSUMERS ENERGY	LED LIGHTS AND STREETLIGHTS, BLAIN CEMET	14,107.64
02/05/2021	GEN	29209	TWP-CONSUM	CONSUMERS ENERGY	DIVISION STREET LIGHTS	456.29
02/05/2021	GEN	29210	TWP-CONSUM	CONSUMERS ENERGY	TWP OFFICE, LIBRARY, CFD, DFD, DUTTON CE	5,258.46
02/05/2021	GEN	29211	FIRST BANK	FIRST BANKCARD CENTER	ACROBAT, SCANNERS, CALCULATOR, HEADSET,	4,677.03
02/05/2021	GEN	29212	FIRST BANK	FIRST BANKCARD CENTER	COFFEE, 3 LAPTOPS, ACROBAT	2,030.87
02/05/2021	GEN	29213	FIRST BANK	FIRST BANKCARD CENTER	INTEREST CHARGE TO BE REVERSED	8.50
02/05/2021	GEN	29214	FIRST BANK	FIRST BANKCARD CENTER	CROWBAR HOLDER, LAUNDRY DETERGENT, PET T	921.11
02/05/2021	GEN	29215	HUIZ LAWN	HUIZINGA LAWN SPRINKLING INC	REPAIR AND MAINTENANCE TO BOBCAT GOLF CA	150.00
02/05/2021	GEN	29216	TWP-SIEGFR	SIEGFRIED CRANDALL VOS & LEWIS	ASSISTANCE WITH YEAR END PAYROLL AND TEC	875.00
02/05/2021	GEN	29217	ITP	INTERURBAN TRANSIT PARTNERSHIP	RUAL LINEHAUL SERVICE	3,776.10
					RUAL GO BUS SERVICE	767.50
						4,543.60
02/05/2021	GEN	29218	THYSSENKRU	THYSSENKRUPP ELEVATOR CORP	PHONE MONITORING ELEVATOR	373.80
					PLATINUM-FULL MAINTENANCE ELEVATOR	3,123.00
						3,496.80
02/10/2021	GEN	29219	AUTOZONE	AUTOZONE	WHEEL CLEANER	24.16
02/10/2021	GEN	29220	BINDERLIFT	BINDER LIFT LLC	PASTIENT LIFT ASSIST DEVICE WITH BAG	799.00
02/10/2021	GEN	29221	BLOOM	BLOOM SLUGGETT	ANEMA FOIA EMAILS AND PHONE CALLS, SWITC	1,474.70
02/10/2021	GEN	29222	BURNHAM	BURNHAM AND FLOWER AGENCY	2021 PROPERTY & LIABILITY INSURANCE FOR	49,205.65
02/10/2021	GEN	29223	CINTAS	CINTAS CORPORATION #301	FLOOR MATS	34.60
02/10/2021	GEN	29224	EM REPORT	EMERGENCY REPORTING	FIRE & EMS PACKAGE, GOOGLE MAPS, VISION	3,894.59
02/10/2021	GEN	29225	FIRE SALES	FIRE FIGHTER SALES & SERVICE	FIRE EXTINGUISHER TEST AND RECHARGE, HOS	81.09
02/10/2021	GEN	29226	GRX	GRAND RAPIDS GRAPHIX	EMBROIDERY ON 4 GARMENTS	84.00
02/10/2021	GEN	29227	MEDMUTUAL	MEDMUTUAL LIFE	LIFE INSURANCE	266.65
02/10/2021	GEN	29228	MENARDS	MENARDS- WYOMING	CAT 5 COUPLER, CAT 6 NETWORK CABLE	5.98
					SANDING SUPPLIES	33.63
					HOSE NOZZLE WITH GRIP, ZINC HOSE REPAIR,	42.74
						82.35
02/10/2021	GEN	29229	MML EDUC	MICHIGAN MUNICIPAL LEAGUE	WEBSITE AD FOR TOWNSHIP MANAGER	491.28
02/10/2021	GEN	29230	PROF CODE	PROFESSIONAL CODE INSPECTIONS INC	MECHANICAL, PLUMBING AND ELECTRIC INSPEC	8,200.00
02/10/2021	GEN	29231	TDS	TDS METROCOM	TWP OFFICE TELEPHONE	287.07
02/10/2021	GEN	29232	BDI TEAM	THE BDI TEAM	EMT TRAINING	8,750.00
02/16/2021	GEN	29233	BURNHAM	BURNHAM AND FLOWER AGENCY	2021 PROPERTY & LIABILITY INSURANCE	14.85
02/19/2021	GEN	29234	ACCIDENT	ACCIDENT FUND	WORKERS COMP	3,160.61
02/19/2021	GEN	29235	ACTIONCHEM	ACTION CHEMICAL INC	HEPA VAC, VACBAGS, HEPA FILTER, DRIVE BE	388.86
02/19/2021	GEN	29236	AJILON	AJILON	BUILDING DEPARTMENT TEMP WORKER	1,255.20
02/19/2021	GEN	29237	AUTOZONE	AUTOZONE	PAINTERS TAPE	61.33
02/19/2021	GEN	29238	BLUE HSA	BLUE CROSS HSA	HEALTH INSURANCE HSA	12,385.85

03/04/2021 09:08 AM
 User: MBREW
 DB: Gaines Township

CHECK REGISTER FOR GAINES CHARTER TOWNSHIP
 CHECK DATE FROM 02/01/2021 - 02/28/2021

Page: 3/4

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/19/2021	GEN	29239	BREATHING	BREATHING AIR SYSTEMS	PREVENTATIVE MAINTENANCE	682.69
02/19/2021	GEN	29240	BYRON REC	BYRON TOWNSHIP RECREATION DEPT	SUMMER RECREATION	7,500.00
02/19/2021	GEN	29241	BYRONTREAS	BYRON TOWNSHIP TREASURER	CUTLERVILLE FIRE DEPARTMENT O & M (OCT -	3,169.30
02/19/2021	GEN	29242	CLARK	CLARK HILL	FC GRAND RAPIDS MI LANDLORD LLC	72.00
					SILICONATURE USA	120.00
					MOBILE DEFENDERS LLC	408.00
						600.00
02/19/2021	GEN	29243	DELTA DENT	DELTA DENTAL	DENTAL INSURANCE	1,966.17
02/19/2021	GEN	29244	DINGES FIR	DINGES PARTNERS GROUP LLC	FIRE - BRAKE CLASS A FOAM CONCENTRATE	509.70
02/19/2021	GEN	29245	NAPA	GENUINE PARTS COMPANY-GRAND RAPIDS	STICK ON REFLECTOR, ADH ERASER WHEEL	47.28
02/19/2021	GEN	29246	GORDON	GORDON WATER	H\A COOLER RENT	10.00
02/19/2021	GEN	29247	IPM	IPM SERVICES	PEST CONTROL TOWNSHIP OFFICE	42.00
					PEST CONTROL CFD	25.00
					PEST CONTROL LIBRARY	25.00
						92.00
02/19/2021	GEN	29248	JND	JND SNOWPLOWING INC	SNOWPLOWING SERVICE FEBRUARY PYMT 4 OF 7	2,000.00
02/19/2021	GEN	29249	KC TREAS	KENT COUNTY TREASURER	TOWNSHIP LAW	57,115.39
02/19/2021	GEN	29250	MEEKHOF EL	MEEKHOF ELECTRIC INC	REPAIRS TO LIBRARY REQUIRED BY THE FIRE	1,842.00
					EAST GROUND ENTANCE SIGN CONVERT TO LED	1,240.00
						3,082.00
02/19/2021	GEN	29251	MINER	MINER SUPPLY COMPANY	JANITORIAL SUPPLIES	124.44
02/19/2021	GEN	29252	REVIZE LLC	REVIZE LLC	ANNUAL SUBSCRIPTION SERVICE, SSL CERTIFI	1,675.00
02/19/2021	GEN	29253	STAPLES 3	STAPLES	OFFICE SUPPLIES	67.19
02/19/2021	GEN	29254	ULINE	ULINE SHIPPING SUPPLY	PORTABLE SPEED BUMP	732.71
02/19/2021	GEN	29255	UNUM	UNUM LIFE INSURANCE COMPANY	LONG AND SHORT TERM DISABILITY	203.22
02/26/2021	GEN	29256	ACTIONCHEM	ACTION CHEMICAL INC	PAPER TOWEL, TOILET BRUSH, KITCHEN PAPER	73.16
02/26/2021	GEN	29257	B&K GRAPHI	B&K GRAPHICS	R39, P37, R38, E36 DOOR BADGES TO MATCH	855.00
					NEW GRAPHICS FOR STATION DOORS AND EPUIP	619.00
						1,474.00
02/26/2021	GEN	29258	BLUE CROSS	BLUE CROSS BLUE SHIELD TRADITIONAL	HEALTH INSURANCE TRADITIONAL	3,004.90
02/26/2021	GEN	29259	BS&A SOFTW	BS&A SOFTWARE	DEPOSIT ON BUILDING PERMIT MODULE	250.00
02/26/2021	GEN	29260	BUIST	BUIST ELECTRIC INC	TROUBLE SHOOT SECTION OF STREET LIGHTS N	88.50
02/26/2021	GEN	29261	CLIA LAB	CLIA LABORATORY PROGRAM	CERTIFICATE FEE	180.00
02/26/2021	GEN	29262	COMCAST	COMCAST	DFD INTERNET	177.67
02/26/2021	GEN	29263	DTE	DTE ENERGY	TWP HALL GAS, DFD, CFD, LIBRARY STILL HA	4,365.48
02/26/2021	GEN	29264	FIRE SALES	FIRE FIGHTER SALES & SERVICE	ANNUAL FIRE EXTINGUISHER SERVICE AND INS	71.60
02/26/2021	GEN	29265	NAPA	GENUINE PARTS COMPANY-GRAND RAPIDS	STICK ON RD REFLECTOR	3.29
02/26/2021	GEN	29266	HOLLAND BU	HOLLAND BUS COMPANY	CAMERA REARSIGHT	175.00
02/26/2021	GEN	29267	IPM	IPM SERVICES	PEST CONTROL CFD	25.00
02/26/2021	GEN	29268	KCI	KENT COMMUNICATIONS INC	ASSESSMENT PRINTING AND MAILING	1,198.08
02/26/2021	GEN	29269	KC HEALTH	KENT COUNTY HEALTH DEPARTMENT	2021 ANNUAL SITE VISIT AND MONITORING FO	250.00
02/26/2021	GEN	29270	KLEYN	KLEYN MOBILE REPAIR LLC	INSPECTION AND REPAIR OF 2015 FORD F-550	574.75
02/26/2021	GEN	29271	MENARDS	MENARDS- WYOMING	ALLUM TUBE, DUCK AP ELECT TAPE, 3 PANS	24.20
02/26/2021	GEN	29272	PITNEY	PITNEY BOWES GLOBAL FINANCIAL SRVCS	POSTAGE MACHINE LEASE	558.84
02/26/2021	GEN	29273	PLUMMERS	PLUMMERS DISPOSAL SERVICE	PRARIE WOLF PARK WHEELCHAIR ACESIBLE UN	140.00
02/26/2021	GEN	29274	RICHMOND	RICHMOND STAMP WORKS INC	MECHANICAL STAMP	68.60
02/26/2021	GEN	29275	ROBERT	ROBERT SHAVER CO	STREET LIGHT FIXTURES	4,860.00
02/26/2021	GEN	29276	STAR	STAR 2 STAR COMMUNICATIONS	DFD TELEPHONE	355.49
					TWP OFFICE TELEPHONES	790.02
						1,145.51

03/04/2021 09:08 AM
User: MBREW
DB: Gaines Township

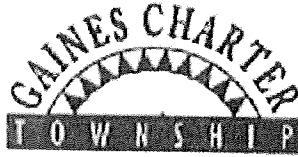
CHECK REGISTER FOR GAINES CHARTER TOWNSHIP
CHECK DATE FROM 02/01/2021 - 02/28/2021

Page: 4/4

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/26/2021	GEN	29277	TOTAL FIRE	TOTAL FIRE PROTECTION	LIFT CHARGE	1,860.04
02/26/2021	GEN	29278	WATERWAY	WATERWAY OF MICHIGAN LLC	REPLACEMENT FOR LADDER THAT DID NOT PASS	650.00

GEN TOTALS:

Total of 104 Checks:	257,684.24
Less 0 Void Checks:	0.00
Total of 104 Disbursements:	257,684.24



CLEAR FORM

Professional Development
Seminar/Accreditation/Workshop/Conference
Attendance Request Form

Employee Name: Michael Brew Job Title: Clerk
Supervisor: _____ Date: 3/5/2021

Check One:

____ Seminar ____ Accreditation Course ____ Workshop ☒ Conference ____ Other

Title of Activity: International Conference

Organization Name: International Institute Municipal Clerks

Location: Grand Rapids, Michigan

Dates of Attendance: May 9 - 13 Number of training hours: 36

Registration Cost: \$600 Cost of Housing: _____

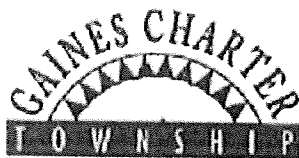
Estimated Mileage: 110 Estimated Cost of Meals: \$100

List specific knowledge or skill will you learn: Ideas from International Clerks

How will the acquired knowledge/skill help improve your performance and/or prepare you for more advanced responsibilities? form development, records retention ideas, electronic storage and retrieval

Employee Signature: Michael Alex Brew Date: 3/5/2021

Attach a description of the training with a completed registration form and forward to the Supervisor for approval.



CLEAR FORM

Professional Development
Seminar/Accreditation/Workshop/Conference
Attendance Request Form

Employee Name: Amber VanderMolen Job Title: Deputy Clerk
Supervisor: Michael Brew Date: 3/5/2021

Check One:

☐ Seminar ☐ Accreditation Course ☐ Workshop ☒ Conference ☐ Other

Title of Activity: International Conference

Organization Name: International Institute Municipal Clerk

Location: Grand Rapids, Michigan

Dates of Attendance: May 9 - 13 Number of training hours: 36

Registration Cost: \$600 Cost of Housing: _____

Estimated Mileage: 110 Estimated Cost of Meals: \$100

List specific knowledge or skill will you learn: Ideas from international clerks

How will the acquired knowledge/skill help improve your performance and/or prepare you for more advanced responsibilities? cemetery management, election management payroll ideas

Employee Signature: Amber VanderMolen Date: 3/5/2021

Attach a description of the training with a completed registration form and forward to the Supervisor for approval.



CHARTER TOWNSHIP OF GAINES
KENT COUNTY, MICHIGAN

PUBLIC NOTICE OF POSTING OF PROPOSED ORDINANCE TO AMEND THE GAINES CHARTER TOWNSHIP ZONING ORDINANCE AS PROVIDED IN CHAPTER 27 THEREOF BY AMENDING SECTION 1.6 AND THE TOWNSHIP ZONING MAP.

At a Regular Meeting of the Township Board of the Charter Township of Gaines, held on Monday, November 9, 2020 the township Board introduced for first reading proposed Ordinance to amend the Gaines Charter Township Zoning Ordinance as provided for in Chapter 27 thereof by amending Section 1.6 and the Township Zoning Map, so as to rezone the following parcel from Residential - 14 to Residential – 10, the land being commonly described as parcel 41-22-10-101-002 located at 2410 68th Street. The legal description is as follows:

Those parts of Sections 9 and 10, T5N, R11W, Gaines Township, Kent County Michigan described as: Beginning at the Northwest corner of said section 10; thence S89°27'13" E 566.88 feet along the North Line of said Section 10; thence S00°28'01"W 2353.07 feet along the West line of the East 760 of the West ½ of the Northwest ¼ of said Section 10; thence N89°18'01"W 562.37 feet along the North line of the South 300 feet of the Northwest ¼ of said Section 10; thence 89°27'26"W 709.74 feet along the North line of the South 300 feet of the Northeast ¼ of said Section 9; thence N00°29'00"E 1179.57 feet along the East line of the West 618.75 feet of the East ½ of the Northeast ¼ of said Section 9; thence S89°24'31"E 622.13 feet parallel with the North line of said Section 9; thence N00°21'24"E 1172.60 feet; thence S89°24'31"E 85.00 feet along the North line of said Section 9 to the point of beginning. Subject to highway right-of-way for 68th Avenue on the North. Parcel contains 51.96 acres.

The Township Board of the Charter Township of Gaines will consider the proposed amendment for adoption at its Regular Meeting on Monday, March 8, 2021 at 7:00PM. Meetings of the Township Board of the Charter Township of Gaines are regularly held at the Gaines Township Office, 8555 Kalamazoo Ave., SE, Caledonia, MI 49316. Masks will be required and social distancing will be observed. Should restrictions require the meeting be held via ZOOM, notification will be posted on our website at www.gainestownship.org and meeting login information can be obtained by sending a request to info@gainestownship.org.

A true and complete copy of the proposed Ordinance to Amend The Gaines Charter Township Zoning Ordinance as Provided For in Thereof by Amending The Township Zoning Map and can be inspected or obtained in the office of the Township Clerk at the following location:

Charter Township of Gaines
8555 Kalamazoo Ave., SE
Caledonia, MI 49316
616-698-6640

Charter Township of Gaines
Michael A. Brew, Township Clerk

Gaines Charter Township Board Memo

Meeting Date: March 8, 2021

PROPOSED REQUEST: Rezone portion of parcel
from RL-14 to RL-10

ADDRESS: 2410 68th Street

PARCEL NUMBER: 41-22-10-101-002

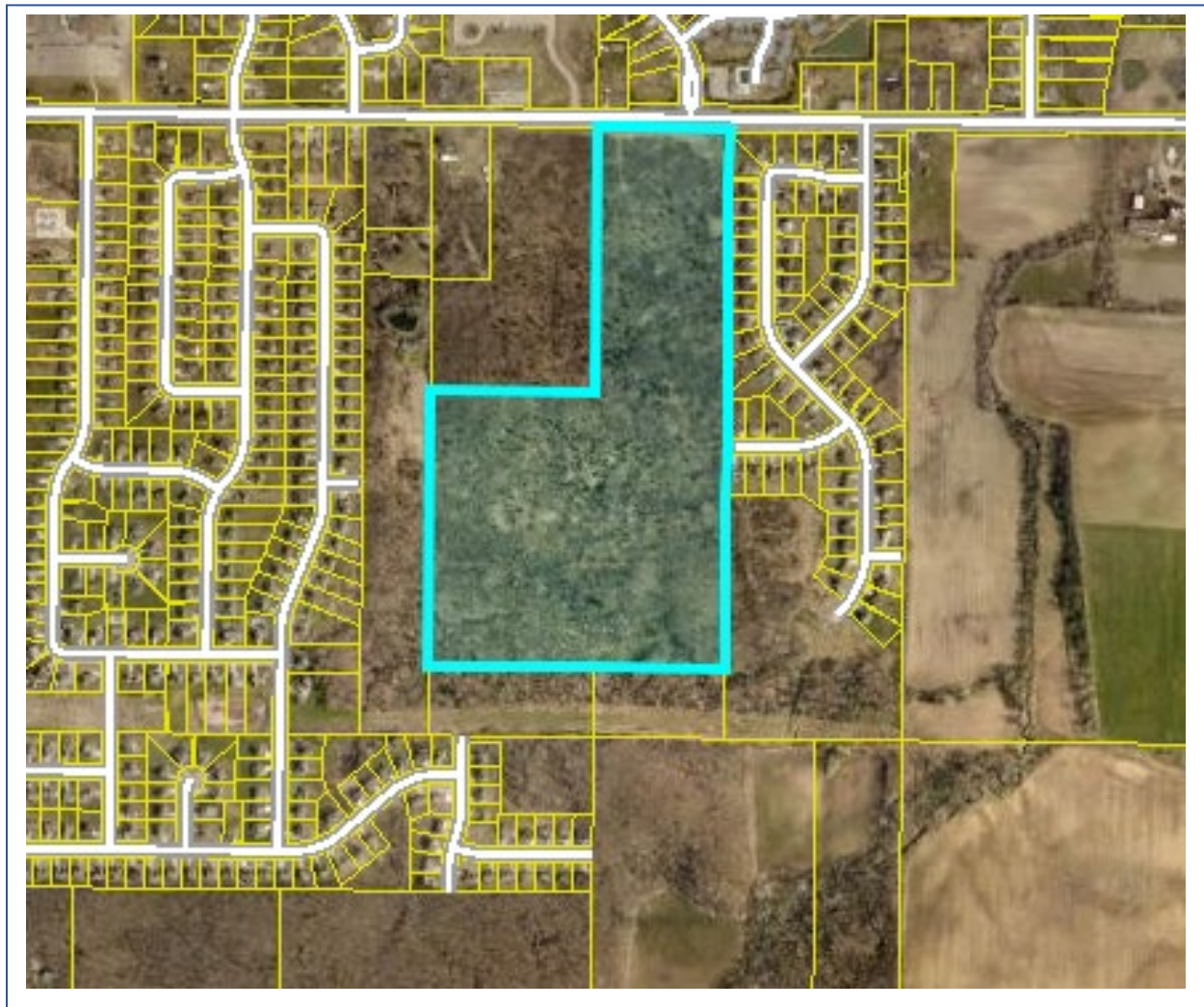
FILE NUMBER: 200917CVH

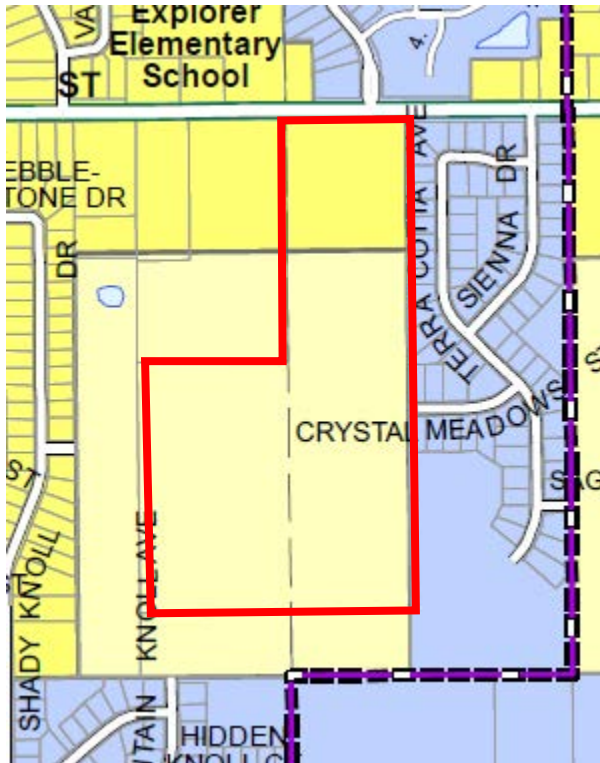
APPLICANT: Chris Vander Hoff

PROPERTY ZONING DISTRICT: Residential-10
and Residential-14

PROPERTY SIZE: 51.96 Acres

REPORT BY: Dan Wells, Community
Development Director



OVERVIEW

The applicant requests a rezoning of part of the parcel from Residential-14 to Residential-10. The applicant intends to develop the property with single family residences through the platting process and possibly duplexes along 68th Street.

The parcel is split zoned, with RL-10 zoning applied to its northern end and RL-14 to its middle and southern end, so the rezone is requested to develop the parcel with consistent RL-10 zoning.

The proposed preliminary plat has been reviewed by Planning Commission and is on the agenda for tentatively approval.

The Planning Commission reviewed the application at their October 22nd meeting via a public hearing and recommended the rezoning and to send it to the Township Board for consideration.

The first read by the Township Board of the rezone was on December 7, 2020.

Surrounding zoning:

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

STANDARDS OF REVIEW

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

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

Section 27.4

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

Meets standard. The future land use plan designates this parcel as Low-Density Residential use. The proposed RL-10 zoning designation corresponds to this future land use category.

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

Meets standard. The property will be platted and developed for single family homes, which is the established pattern to the north, east, and west. To the south, the Alexander Trails PUD was recently approved, so this rezone request is compatible with those surrounding areas. Applying a consistent parcel size of 10,000 square feet is compatible with surrounding developments.

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

Meets standard. All public services and facilities are currently available for residential use and would not be adversely affected by the rezone from RL-14 to RL-10.

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

Meets standard. Rezoning the parcels in order to make them a consistent parcel size is reasonable and would not violate the intent of the zoning ordinance. RL-14 parcels are a minimum of 14,000 square feet (ca. 3.1 dwelling units per acre), while RL-10 parcels are a minimum of 10,000 square feet (ca. 4.3 dwelling units per acre), so the change to a consistent RL-10 is not a significant change in zoning.

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

Meets standard. This area of the township has been considered to be an appropriate area for residential development for years. Utilities serving the area are in place and sufficient to serve the needs of future residents.

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

Meets standard. The allowed use of RL-14 is only slightly less dense than RL-10, and rezoning to RL-10 is an appropriate housing density for the area.

RECOMMENDATION

Staff and the Planning Commission recommend approval of the rezoning application based on the relatively minor change in residential density and the presence of sufficient utilities to support development of the site at the RL-10 density. The proposed rezoning has been published and public notice has been given.

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

At a _____ meeting of the Township Board for Gaines Charter Township held at the Township offices on _____, 2020, beginning at ____ p.m., the following Ordinance was offered for adoption by Township Board Member _____, and was seconded by Township Board Member _____:

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

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

Section 1. Amendment. The Gaines Charter Township Zoning Ordinance is hereby amended by the amendment of Section 1.6 thereof, the Zoning Map, so as to rezone a portion of the following parcel from Residential-14 to Residential-10, in order to apply consistent zoning across the entire parcel, the land being commonly described as parcel 41-22-10-101-002 located at 2410 68th Street. The legal description is as follows:

Those parts of Sections 9 and 10, T5N, R11W, Gaines Township, Kent County Michigan described as: Beginning at the Northwest corner of said section 10; thence S89°27'13"E 566.88 feet along the North line of said Section 10; thence S00°28'01"W 2353.07 feet along the West line of the East 760 feet of the West ½ of the Northwest ¼ of said Section 10; thence N89°18'01"W 562.37 feet along the North line of the South 300 feet of the Northwest ¼ of said Section 10; thence 89°27'26"W 709.74 feet along the North line of the South 300 feet of the Northeast ¼ of said Section 9; thence N00°29'00"E 1179.57 feet along the East line of the West 618.75 feet of the East ½ of the Northeast ¼ of said Section 9; thence S89°24'31"E 622.13 feet parallel with the North line of said Section 9; thence N00°21'24"E 1172.60 feet; thence S89°24'31"E 85.00 feet along the North line of said Section 9 to the point of beginning. Subject to highway right-of-way for 68th Avenue on the North. Parcel contains 51.96 acres

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

The vote in favor of this Ordinance was as follows:

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED

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

Gaines Charter Township

Board of Trustees Memo

Meeting Date: March 8, 2021

PROPOSED REQUEST: Major PUD Amendment

ADDRESS: 1089, 1103, and 1115 84th Street

PARCEL NUMBERS: 41-22-17-300-052;
41-22-17-300-053; 41-22-17-300-056

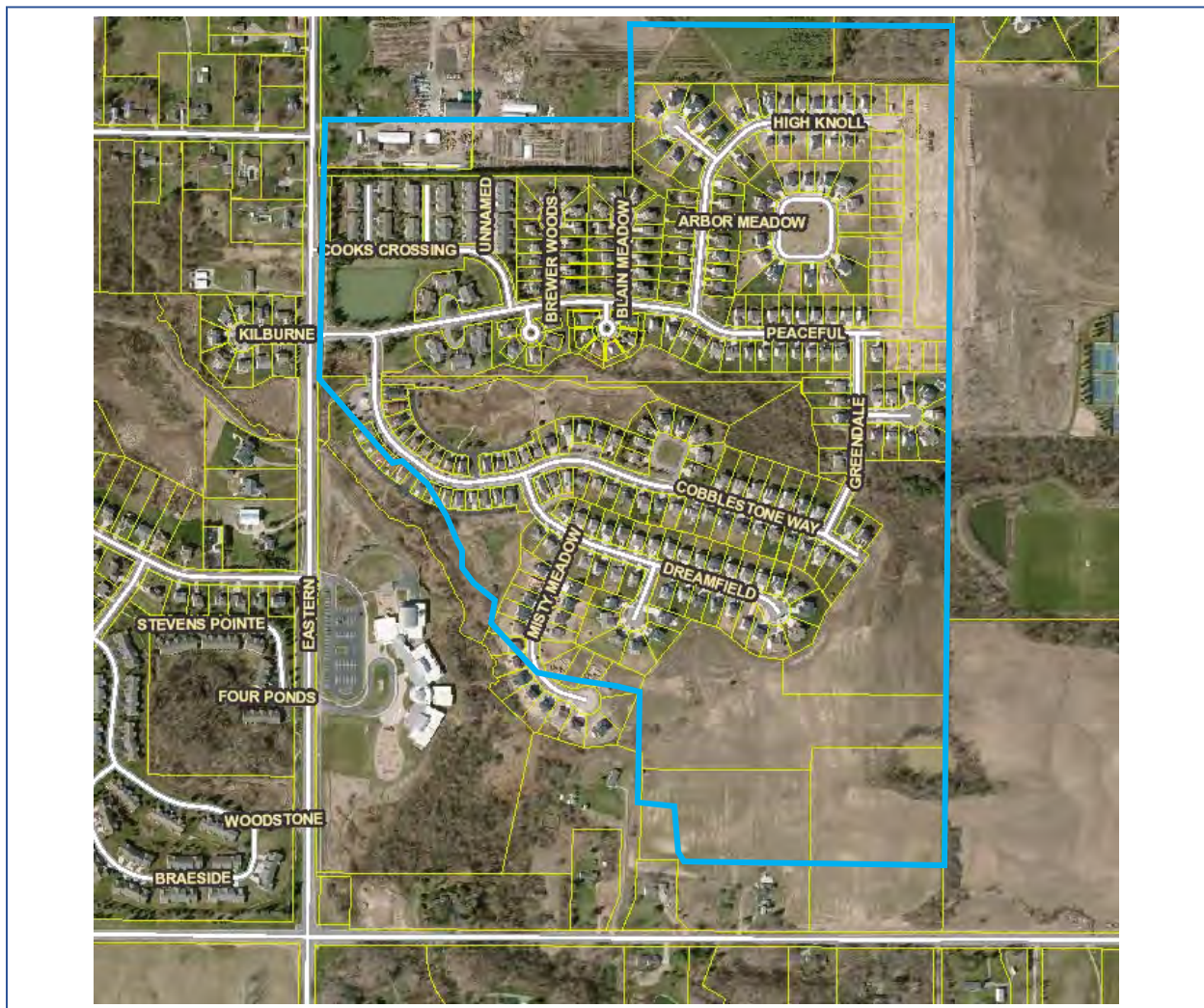
APPLICANT: Signature Land Development/
Mike McGraw

FILE NUMBER: 201224MM

PROPERTY ZONING DISTRICT: Cooks
Crossing/Cobblestone Corners PUD

PROPERTY SIZE: 160 +/- Acres (affected area
40.86 acres)

REPORT BY: Dan Wells, Community
Development Director; David Jirousek, AICP,
Planning Consultant



OVERVIEW

The applicant requests a Planned Unit Development (PUD) amendment for several changes to phases 3-5 of Cook's Crossing South within the Cook's Crossing/Cobblestone Corners PUD. In addition to establishing private street names, the applicant proposes amendments to increase the total number of dwelling units, vary the dwelling types, adjust lot lines, add landscaped park areas, and modify the private street layout. The application must be processed as a major PUD amendment per Section 10.11 D of the Gaines Charter Township Zoning Ordinance.

The approved Cook's Crossing/Cobblestone Corners PUD includes 499 dwelling units within single-family detached residences, attached ranch dwellings, and townhomes. The project includes site condominium and conventional condominium development phases.

A general summary of amendments is presented below.

1. **Street Names.** Street names were approved for Cook's Crossing South were approved by the Kent County Road Commission and were added to the plan.
2. **Total Dwelling Units.** The total number of dwelling units is proposed to increase by eight dwelling units, from a total of 499 to 507 total dwelling units. The applicant states that the overall project density will remain 55 units less than the previously approved Bosgraaf PUD purchased by Eastbrook.
3. **Single-Family Detached Condo Units.** The street and lot layouts in Phases 3-4 of Cook's Crossing South were revised to allow 11 additional single-family detached condominium units. Lot widths range between 58-70 feet within these phases, consistent with existing phases within the PUD. It should be noted that some condominium units in Cook's Crossing North are as narrow as 54 feet in width.
4. **Replacement of Townhomes.** Three townhome buildings with 18 units were removed from phase 5. The applicant proposes 15 single-family detached terrace homes in their place, a decrease of three units.
5. **Parks.** Five park areas are proposed within phases 3 and 5. While most of this space was already shown as open space in the approved plan, the applicant added additional park area and clarified the amenities available for future residents.
6. **Street Layouts.** The Carriage Pass Court cul-de-sac is proposed to be extended, and the phase 5 streets are proposed to be adjusted to accommodate the change from townhomes to terrace homes.
7. **Other.** Additional minor changes include lot numbering and phasing, as noted in the applicant's supplemental materials.

FIRE DEPARTMENT REVIEW

Fire Department review is ongoing. There are still concerns from the Fire Inspector regarding the turn radii and street widths. However, it is anticipated that compliance will not result in a major redesign of building layouts and the street plan.

PLANNING COMMISSION RECOMMENDATION

If the amendment is acceptable to the Board, a public hearing date may be set, and publication undertaken.

The Planning Commission recommended approval with the following condition: Secure all Township department and outside agency approvals, including:

1. Township Engineer/BGUA.
2. Fire Department.
3. Kent County Road Commission.
4. Kent County Drain Commission.



TRANSMITTAL

Date: December 21, 2020

To: Gaines Charter Township
8555 Kalamazoo Ave SE
Caledonia, MI 49316-8270

Attn: *David Jirousek, Dan Wells*

Re: Cook's Crossing PUD Amendment

ENCLOSURES

- 1 Application
- 2 (1) \$1,000 check for a Major PUD Amendment
- 3 (1) \$2,000 check for escrow
- 4 (3) copies of PUD Amendment Plan
- 5 (3) copies of the Schematic Utility Plan

Remarks:

Signature Land Development Company formally requests to be placed on the January 21, 2021 Planning Commission agenda, seeking approval of a proposed amendment to the Cook's Crossing PUD pre the following narrative.

1. Inclusion of street names, as approved by the Kent County Road Commission (all Pvt.).
 1. Currently named Street Name A proposed as Brickley Street.
 2. Street Name B as Carriage Pass Court.
 3. Street Name D as Freshfield Drive.
 4. Street Name E as Stagecoach Drive.
 5. Currently unnamed N/S connection road between Stagecoach Drive (Street Name E) and Freshfield Drive (Street Name D) proposed as Gingerbrick Drive.
2. Unit Count and Product Type Changes
 1. Replacement of (57) single family units with (68) single family units (+11 units)
 - i. New configuration supplies lots ranging from 58' to 70'.
 - ii. Slight adjustments to cul-de-sac configuration increases frontage availability, so the proposed lots remain in-line with sizes found in other areas of the development.



- iii. More efficient allocation of corner lots and lots fronting on curves allows for an increase in the overall single family unit count with a minimal impact to buildable widths.
- 2. Replacement of two, six-unit, alley-loaded townhome buildings (12 units total) with (10) Terrace Homes (-2 units).
- 3. Replacement of (6), six-unit, front-loaded townhome on proposed Gingerbrick Drive with (5) Terrace Homes (-1 unit).
- 4. Total adjustment counts: overall (+8), detached (+26), attached (-18).
- 5. The proposed layout remains much less dense than the original Bosgraaf PUD in place at the time of Eastbrook's purchase, and incorporates more detached units than the currently approved PUD plan:

Unit Counts - Cobblestone and Cook's Crossing South			
	Previously Approved Bosgraaf PUD	Current/Active PUD	Proposed PUD (after amendment)
Single Family (trad. lot)	48	196	207
Other Detached	104	27	42
Attached	196	62	44
Total	348	285	293

- 3. Addition of (5) landscaped park areas for use by Cook's Crossing homeowners. The parks are (i) between Freshfield Drive, TH10, and T11-T15, (ii) between T3 and T4, (iii) between TH1 and S92, (iv) between S89 and Cook's Corner Drive, and (v) at the entrance – intersection of 84th Street and Cook's Corner Drive.
 - 2. Proposed amenities/inclusions by park area
 - i. Walking paths, parking, and swing set with play structure.
 - ii. Parking and CBU mailbox delivery.
 - iii. Patio with benches.
 - iv. Open space to relax the 'feel' of Cook's Corner Drive.
 - v. Entry landscaping – manicured beds which incorporate flowers, ferns and/or bushes, and deciduous and/or evergreen trees.
- 3. Adjustment of the cul-de-sac configuration of Carriage Pass Court. The cul-de-sac is now elongated and includes a landscaped island.
- 4. Realignment of the townhome/terrace home streets and subsequently the southern portion of Brickley Street (Pvt.).
- 5. Minor updates to Phases 3-4 based on utility layout and grading. Subsequent tweaks to unit numbering were made.



6. Addition of Phase 5 designation to townhome/terrace home area, but timing of construction will be determined based on demand; it may be built either with or before Phase 4.
7. Revisions to the corresponding Schematic Utility Payout per the layout changes specified in this transmittal.

General Rezoning Review Standards (responses):

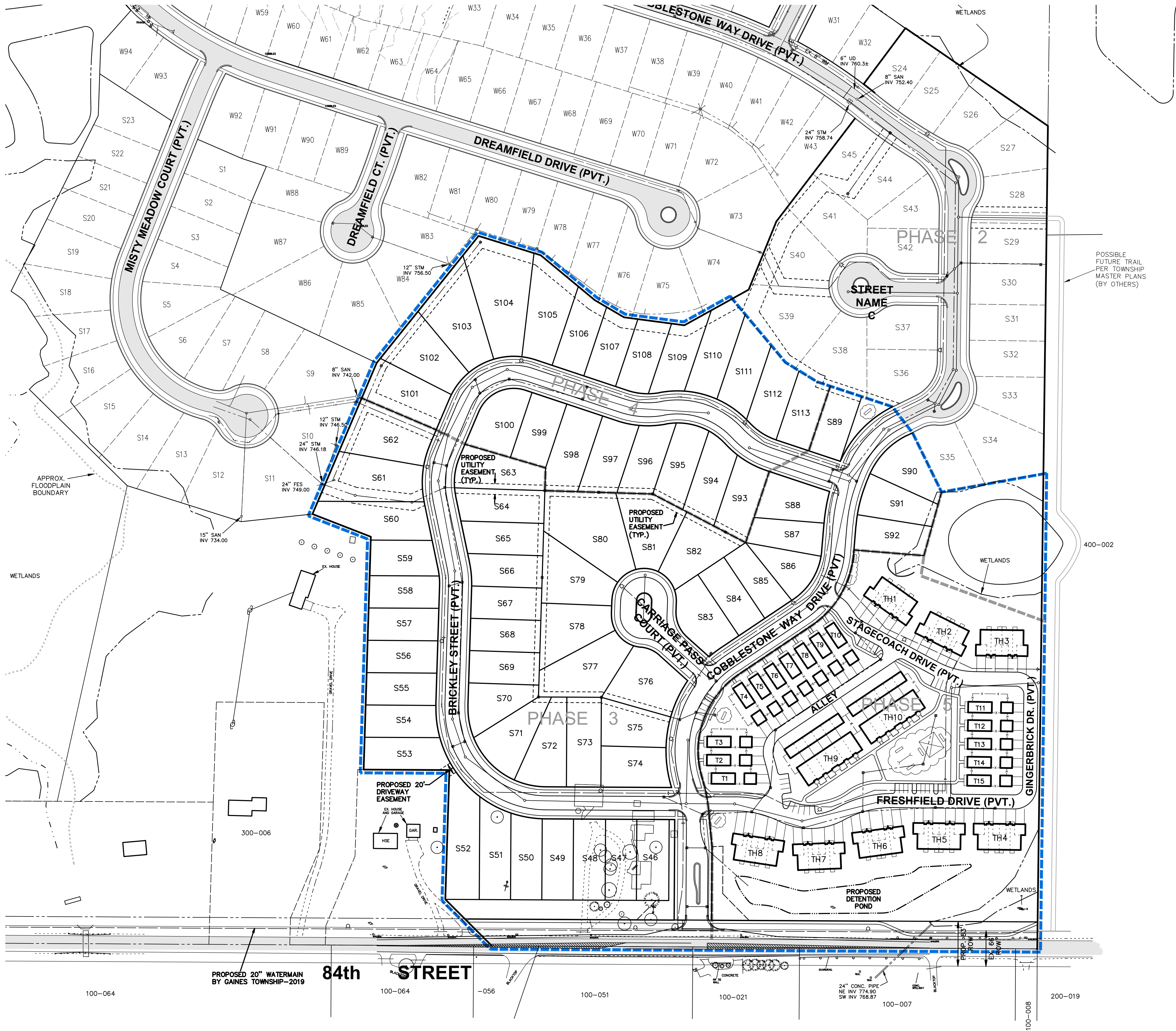
1. If the request to rezone is to correct an error, state the circumstances and how the proposed amendment will result in a correction.
 - i. Doesn't apply.
2. Explain changed or changing conditions that make the proposed amendment reasonably necessary to the promotion of public health, safety, and general welfare.
 - i. No tangible change from currently approved PUD plan.
3. List circumstances, factors and reasons supporting the proposed amendment.
 - i. We have found that the product types and varieties sold throughout the rest of the development, including North Phases 1-3, have been well-received by customers and do not see a need to change approach in the remaining units of the PUD.
4. Indicate the section and reason for text amendments to the current Zoning Ordinance.
 - i. No section applies, all changes proposed impact the site plans and associated language of the PUD.

Respectfully,

A handwritten signature in blue ink, appearing to read "Michael R. McGraw", with a long horizontal flourish extending to the right.

Michael R. McGraw
Vice President
Signature Land Development Company
O: 616-988-1324
C: 616-745-5028
mmcgraw@eastbrookhomes.com

P:\Projects\2020\01800\Drawings\201800-P-OVERALL-PUD.dwg, PUD-UTIL, 12/21/2020 2:07:24 PM, jroot



- PROPOSED UTILITIES LEGEND
- REPRESENTS PROPOSED 8" WATERMAIN (UNLESS NOTED OTHERWISE)
 - REPRESENTS PROPOSED 8" SAN SEWER
 - REPRESENTS PROPOSED STORM SEWER

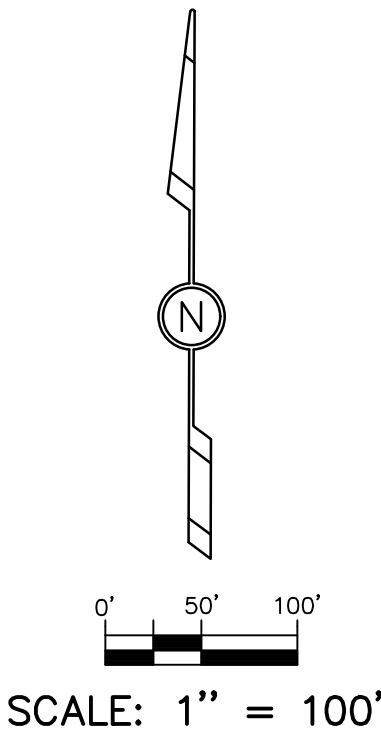
**COOK'S CROSSING SOUTH
SCHEMATIC UTILITY PLAN**

For: **EASTBROOK HOMES (455-0200)**
ATTN: MIKE MCGRAW
1180 EAST PARIS AVENUE SE# SUITE 100
GRAND RAPIDS, MICHIGAN 49546
In: PART OF THE W 1/2 OF SECTION 17, T8N, R11W
GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

REVISIONS:



12/21/20 REV. COOK'S CROSSING SOUTH	DRAWN BY: JDR	PROJ. ENG.: DDG	SHEET
4/22/19 REVISED (JDR)	APPROVED BY: DDG	PROJ. SURV.: BMF	2 of 2
10/24/18 ADD PHASE LINES (JDR)	FILE NO.: 172116E	DATE: 9/27/2018	



CHARTER TOWNSHIP OF GAINES COUNTY OF KENT, MICHIGAN

ORDINANCE NO.

The following Ordinance was offered and adopted by the Gaines Charter Township Board of Trustees at a regular meeting held on _____, 2021.

Members Present:

Member Absent:

The following Resolution 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 Signature Land Development to amend phases 3-5 of Cook's Crossing South within the Cook's Crossing/Cobblestone Corners PUD.

AN ORDINANCE TO AMEND COOK'S CROSSING/COBBLESTONE CORNERS PUD FOR SIGNATURE LAND DEVELOPMENT AT 1089, 1103, AND 1115 84TH STREET

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

Section 1. Amendment. The Gaines Charter Township Board of Trustees approves a major amendment to phases 3-5 of Cook's Crossing South within the Cook's Crossing/Cobblestone Corners PUD. The approved plans are titled "Cook's Crossing/Cobblestone Corners P.U.D. Plan" and were prepared by Exxel Engineering and last revised December 21, 2020. The proposed amendments are itemized in a transmittal submitted by Signature Land Development dated December 21, 2020. The property subject to the major PUD amendment is located at 1089, 1103, and 1115 84th Street (parcel numbers 41-22-17-300-052; 41-22-17-300-053; and 41-22-17-300-056) and is described as follows:

Description of Cook's Crossing South Units S46-S113 and Cook's Crossing South Townhomes and Terrace Homes: (Dec. 2020)

Part of the SW 1/4, Section 17, T5N, R11W, Gaines Township, Kent County, Michigan, described as: Beginning at the South 1/4 corner of said Section 17; thence N89°41'29"W 1011.92 feet along the South line of said SW 1/4; thence N44°57'47"W 122.16 feet; thence N01°46'50"E 240.00 feet; thence N89°41'29"W 159.00 feet; thence N01°46'50"E 432.25 feet; thence N68°43'44"W 116.38 feet; thence N23°01'38"E 304.72 feet; thence N38°44'29"E 302.15 feet; thence S72°43'37"E 120.66 feet; thence S50°20'49"E 130.50 feet; thence S59°34'05"E 62.79 feet; thence S82°26'46"E 112.99 feet; thence N60°59'14"E 100.76 feet; thence S39°56'20"E 154.82 feet; thence S59°08'18"E 68.61 feet; thence

S71°40'35"E 146.96 feet; thence S37°36'04"E 61.22 feet; thence S26°08'00"E 122.34 feet; thence N79°45'05"E 191.99 feet to the N-S 1/4 line of Section 17; thence S00°44'32"W 881.91 feet along said N-S 1/4 line to the place of beginning.

Section 2. Findings. For the relevant findings of fact and details, please see Resolution No. 2021-____.

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.

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. 2021-_____

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a regular meeting held on _____, 2021, at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

Members Present:

Member Absent:

The following Resolution was offered for adoption by Member _____ and supported by Member _____ to document the findings and decision by the Gaines Charter Township Board of Trustees regarding a request made by Signature Land Development to amend phases 3-5 of Cook's Crossing South within the Cook's Crossing/Cobblestone Corners PUD.

COOK'S CROSSING/COBBLESTONE CORNERS PUD MAJOR AMENDMENT FOR SIGNATURE LAND DEVELOPMENT AT 1089, 1103, AND 1115 84TH STREET

Section I General Background:

1. The applicant, Signature Land Development, requested a major amendment to phases 3-5 of Cook's Crossing South within the Cook's Crossing/Cobblestone Corners PUD for several amendments identified in the applicant's submittal package and revised PUD plan. The subject plans are titled "Cook's Crossing/Cobblestone Corners P.U.D. Plan" and were prepared by Exxel Engineering and last revised December 21, 2020. The proposed amendments are itemized in a transmittal submitted by Signature Land Development dated December 21, 2020. A general summary of amendments is presented below.
 - a. Street Names. Street names were approved for Cook's Crossing South were approved by the Kent County Road Commission and were added to the plan.
 - b. Total Dwelling Units. The total number of dwelling units is proposed to increase by eight dwelling units, from a total of 499 to 507 total dwelling units. The overall project density will remain 55 units less than the previously approved Bosgraaf PUD purchased by Eastbrook.

Resolution No. 21-_____
Cook's Crossing/Cobblestone Corners PUD
_____, 2021

- c. Single-Family Detached Condo Units. The street and lot layouts in Phases 3-4 of Cook's Crossing South were revised to allow 11 additional single-family detached condominium units. Lot widths range between 58-70 feet within these phases, consistent with existing phases within the PUD. It should be noted that some condominium units in Cook's Crossing North are as narrow as 54 feet in width.
 - d. Replacement of Townhomes. Three townhome buildings with 18 units were removed from phase 5. The applicant proposes 15 single-family detached terrace homes in their place, a decrease of three units.
 - e. Parks. Five park areas are proposed within phases 3 and 5. While most of this space was already shown as open space in the approved plan, the applicant added additional park area and clarified the amenities available for future residents.
 - f. Street Layouts. The Carriage Pass Court cul-de-sac is proposed to be extended, and the phase 5 streets are proposed to be adjusted to accommodate the change from townhomes to terrace homes.
 - g. Other. Additional minor changes include lot numbering and phasing, as noted in the applicant's supplemental materials.
2. The property subject to the major PUD amendment is located at 1089, 1103, AND 1115 84th Street (parcel numbers 41-22-17-300-052; 41-22-17-300-053; and 41-22-17-300-056) and is described as follows:

Description of Cook's Crossing South Units S46-S113 and Cook's Crossing South Townhomes and Terrace Homes: (Dec. 2020)

Part of the SW 1/4, Section 17, T5N, R11W, Gaines Township, Kent County, Michigan, described as: Beginning at the South 1/4 corner of said Section 17; thence N89°41'29"W 1011.92 feet along the South line of said SW 1/4; thence N44°57'47"W 122.16 feet; thence N01°46'50"E 240.00 feet; thence N89°41'29"W 159.00 feet; thence N01°46'50"E 432.25 feet; thence N68°43'44"W 116.38 feet; thence N23°01'38"E 304.72 feet; thence N38°44'29"E 302.15 feet; thence S72°43'37"E 120.66 feet; thence S50°20'49"E 130.50 feet; thence S59°34'05"E 62.79 feet; thence S82°26'46"E 112.99 feet; thence N60°59'14"E 100.76 feet; thence S39°56'20"E 154.82 feet; thence S59°08'18"E 68.61 feet; thence S71°40'35"E 146.96 feet; thence S37°36'04"E 61.22 feet; thence S26°08'00"E 122.34 feet; thence N79°45'05"E 191.99 feet to the N-S 1/4 line of Section 17; thence S00°44'32"W 881.91 feet along said N-S 1/4 line to the place of beginning.

3. The Planning Commission held a public hearing on the PUD amendment on January 28, 2021, and directed Staff to prepare a Resolution in support of the major PUD amendment and to conditionally approve the final site plan. The Planning Commission recommended approval of the major PUD amendment on February 25, 2021.

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 presentation at the public hearing, and Township Staff and Planning Commission recommendation, and other factors, the Township Board of Trustees hereby adopts the following findings against Section 11.1 Planned Unit Development General Review Standards.

a) **Consistency with Master Plan and Zoning Ordinances.**

The project is consistent with the general intent and spirit of the Master Plan and Zoning Ordinance as it would allow for connectivity to 84th Street, provide a variety of housing units with a range of price points, and increase the amount of active amenity space for future Township residents.

b) **Aesthetics.**

The proposed changes are not significant enough to impact the character and aesthetics of the previously approved development. Aside from a variation of the proportion of single-family detached and attached housing products, the changes will have a negligible impact on the anticipated look and feel of the future neighborhood. Green space and the variety of Eastbrook housing types will ensure an attractive setting for future Township residents.

c) **Compatibility with Adjacent Uses.**

The amended phases of the Cook’s Crossing/Cobblestone Corners PUD are adjacent to South Christian High School, Township property, and a limited number of existing residences. The previously approved PUD was determined to be compatible with nearby properties and land uses, and the amendments are not anticipated to have an impact on neighborhood compatibility.

d) **Density.**

The overall density is proposed to be increased by less than two percent. The number of units in the southern portion of the PUD remains 55 units less than the previously approved Bosgraaf PUD.

e) **Traffic.**

The proposed amendments will allow the applicant to develop a more marketable neighborhood to meet regional housing demand. The added benefit of the development of Cook’s Crossing South is to bring the 84th Street connection closer to reality, a project that will improve the traffic flow throughout the entire planned development. Additionally, a net increase of eight dwellings is not anticipated to have a noticeable effect on overall traffic impact.

Concerning pedestrian accommodations, the project retains a trailway connection to the Township property to the east (between S28 and S29), and sidewalks are included on both sides of the private streets within site condo phases. Within phase 5, sidewalks are included on one side of the private streets, but this is consistent with the current approved plans. Additionally, a sidewalk is proposed within the 84th Street public right-of-way.

f) **Protection of Natural Environment.**

The proposed amendments have no impact on the protection of open space and wetlands. Additional active park areas have been detailed in the proposal to provide added amenities for future residents.

g) **Schools.**

The addition of eight additional dwelling units will have a negligible impact on the public school system. The comprehensive sidewalk system will accommodate pedestrian travel within the neighborhood and allow the ability to connect to off-site locations.

h) **Public Facilities.**

The overall infrastructure and utility plan was assessed and accepted by the Township Board as part of past approvals. The proposed changes are not considered significant enough to impact Township services and infrastructure, nor are the changes anticipated to have a negative fiscal impact on the Township.

i) **Water, Sewer, and Drainage Systems.**

All public infrastructure must be approved by the Township Engineer and stormwater facilities must be approved by the Kent County Drain Commission. A detailed assessment will occur during individual phase reviews. No significant changes to the overall utility and stormwater management plans are proposed.

j) **Open Space.**

The proposed amendments will have no impact on the protection of open space and wetlands.

k) **Non-Motorized Trail Network.**

The PUD anticipates a connection to a future multi-use trail.

TOWNSHIP BOARD DECISION

The Township Board of Trustees has determined that the preceding findings support the major amendment to phases 3-5 of Cook's Crossing South within the Cook's Crossing/Cobblestone Corners PUD. The Township Board approves the major PUD amendment with the following condition: Secure all Township department and outside agency approvals, including:

1. Township Engineer/BGUA.
2. Fire Department.
3. Kent County Road Commission.
4. Kent County Drain Commission.

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

AYES: _____
NAYS: _____
ABSENT: _____

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Board at a regular meeting held on _____, 2021.

Respectfully submitted,

Michael Brew, Clerk
Gaines Charter Township

Dated: _____, 2021

Gaines Charter Township

Board of Trustees Memo

Meeting Date: March 8, 2021

PROPOSED REQUEST: Tentative Preliminary
Plat Review, Hoffman Meadows Phase 1

ADDRESS: 2410 68th Street

PARCEL NUMBER: 41-22-10-101-002

APPLICANT: Chris Vander Hoff

FILE NUMBER: 201209CVH

PROPERTY ZONING DISTRICT: RL-10

PROPERTY SIZE: 14.85 Acres

REPORT BY: Dan Wells, Community
Development Director; David Jirousek, AICP,
Planning Consultant



OVERVIEW

The applicant requests a tentative preliminary plat review for Phase 1 of Hoffman Meadows. Phase 1 is 14.85 acres and includes 40 single-family lots. Within the platting process, the Township Board's role is to approve, approve with conditions, or deny preliminary plat plans. Action must be taken on the preliminary plat at the March 8th meeting to comply with the 90-day review requirement of the Michigan Land Division Act.

Section 112 (4) of the Land Division Act provides for initial acceptance of the overall development concept but does not consider detailed engineering design or final details. The Land Division Act states that “[t]entative approval....confers upon the proprietor for a period of 1 year from date, approval of lot sizes, lot orientation, and street layout, and application of the then-current subdivision regulations.” Details concerning wetland impact, utilities, and final stormwater management design are addressed in later review phases.

Surrounding zoning:

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

STANDARDS OF 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

PLANNING COMMISSION AND STAFF FINDINGS

The Planning Commission and Staff have reviewed the preliminary plat and associated application package and find that the plans are generally in order for this stage of the plat approval process. The following are the primary subject areas with comments.

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. It should be noted that the property is currently dual-zoned with RL-10 and RL-14 designations, and the rezoning to RL-10 is not yet approved by the Township Board or effective.

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. Staff and the Planning Commission recommend that the 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. Staff and the Planning Commission recommend that the graphic representation requirement on the preliminary plat is unnecessary at this time and notes that the 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 are shown along both sides of public streets within the development.

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

The development will be served by extensions of municipal water and sanitary sewer lines. A storm drainage system consisting of both above ground and underground drainage facilities will also be installed, and the streets will be public. Provisions for the installation of buried power, telephone, gas distribution, and cable TV lines are also to be included. The applicant shall be required to comply with all utility and stormwater recommendations of the Township Engineer.

CONDITIONS

On February 25th, 2021 the Planning Commission recommended that the Township Board tentatively approve the preliminary plat for Hoffman Meadows phase 1 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. The applicant shall adhere to all review comments provided by the Township Engineer.

Additionally, tentative approval of the preliminary plat should not become effective until the RL-10 rezoning of the property is approved and effective. The Township Board Resolution includes this final condition.

CHARTER TOWNSHIP OF GAINES COUNTY OF KENT, MICHIGAN

RESOLUTION NO. 2021-_____

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a regular meeting held on _____, 2021, at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

Members Present:

Member Absent:

The following Resolution was offered for adoption by Member _____ and supported by Member _____ to document the findings and decision by the Gaines Charter Township Board of Trustees regarding a request made by Chris Vander Hoff (Audacia Land Company) for tentative approval of the preliminary plat approval for Phase 1 of Hoffman Meadows.

TENTATIVE APPROVAL OF THE PRELIMINARY PLAT FOR HOFFMAN MEADOWS PHASE 1

WHEREAS, Chris Vander Hoff (Audacia Land Company), the “Applicant” has submitted preliminary plat for Hoffman Meadows Phase 1 (the “Plat”);

WHEREAS, the proposed plat consists of 40 single-family lots located within the 14.85-acre Phase 1 area of the proposed residential development; and

WHEREAS, the Planning Commission has considered the application and the proposed preliminary plat, and at a meeting on February 25, 2021, recommended that the Gaines Charter Township Board of Trustees grant tentative preliminary approval of the plat, upon certain terms and conditions.

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. Tentative Preliminary Plat.

The Gaines Charter Township Board of Trustees hereby grants tentative approval of the preliminary plat for Hoffman Meadows Phase 1, as shown on the plat dated February 18, 2021, upon the terms and subject to the conditions stated in this Resolution. This Resolution recommends approval of the overall layout and tentative plan for lots, streets, open space, sidewalks, stormwater infrastructure, and utilities.

2. Lots.

The phase 1 Plat shall consist of 40 residential lots, for one single-family detached dwelling each, numbered from lot 1 through lot 40, inclusive. Residential construction shall comply with the Township Zoning Ordinance and subdivision requirements.

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

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

4. Other Required Approvals.

Written approvals from other agencies having jurisdiction over the Plat shall be obtained, and copies shall be provided to the Township in accordance with the Land Division Act.

5. Conditions of Approval.

- a. 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.
- b. Staff shall enforce the street tree requirement of the GCTZO Section 16.13 A at the time of building permitting.
- c. The applicant shall request the creation of a Street Light Assessment District before applying for residential building permits.
- d. The applicant shall adhere to all review comments provided by the Township Engineer.
- e. Tentative approval of the preliminary plat shall not become effective until the RL-10 rezoning of the subject property is approved and effective.

TOWNSHIP BOARD DECISION

Based on the above, the Gaines Charter Township Board of Trustees hereby adopts Resolution No. 2021-___ and tentatively approves the preliminary plat for Hoffman Meadows Phase 1, subject to conditions documented herein.

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

AYES: _____
NAYS: _____
ABSENT: _____

RESOLUTION DECLARED ADOPTED

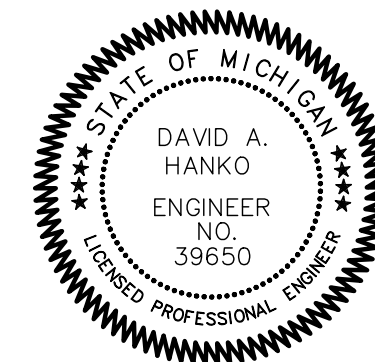
CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Board at a regular meeting held on _____, 2021.

Respectfully submitted,

Michael Brew, Clerk
Gaines Charter Township

Dated: _____, 2021



www.CALL811.com

REVISIONS
LAYOUT - 2-18-21

LEGEND

FOR: AUDACIA LAND CO LLC
4910 68TH STREET SE
CALEDONIA, MI 49316
(616) 554-3700

PART OF THE NORTHEAST 1/4 OF SECTION 9 AND PART OF THE NORTHWEST 1/4 OF SECTION 10, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

7482 Main Street Phone: 616.457.7050
Jenison, MI 49428 www.feenstra-inc.com

C1

Contains 49.27 acres

1. PROJECT DESCRIPTION:
A RESIDENTIAL DEVELOPMENT WITH 121 SINGLE FAMILY HOME LOTS.
STREETS TIE INTO 68TH ST. AND CRYSTAL MEADOW ST. WITH FUTURE
STUBS TOWARD HARTMAN ST. AND MOUNTAIN KNOLL AVE.

2. ZONING REQUIREMENTS: RL-10 (LOW DENSITY RESIDENTIAL) ZONING

FRONT YARD: 35 FEET
REAR YARD: 35 FEET
SIDE YARD: 8 FEET
LOT AREA: 10,000 SQUARE FEET
MINIMUM FRONTAGE: 80 FEET

- ### 3. OVERALL PLAT STATISTICS

GROSS ACREAGE: 49.27 ACRES
NET ACREAGE: 38.66 ACRES
GROSS DENSITY: 2.46 UNITS/ACRE
NET DENSITY: 3.13 UNITS/ACRE

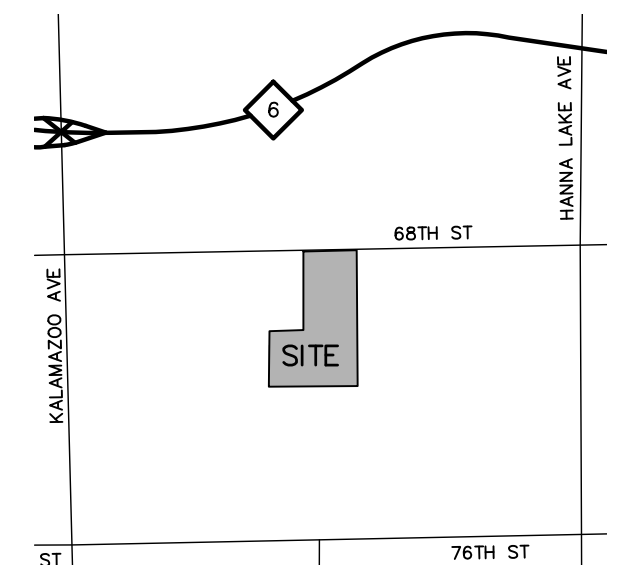
- ### 3. PHASE 1 STATISTICS

GROSS ACREAGE: 14.85 ACRES
NET ACREAGE: 11.04 ACRES
GROSS DENSITY: 2.69 UNITS/ACRE
NET DENSITY: 3.62 UNITS/ACRE

- #### 4. PROPOSED IMPROVEMENTS

- a. All street right of ways shall be public, 66 feet in width.
- b. Streets shall be 30 foot bituminous valley curb and gutter per Kent County Road Commission standards and specifications.
- c. This plat shall be serviced with public water and sewer.
- d. Drainage design shall conform to the Kent County Drain Commission standards and specifications.
- e. Gas mains shall be installed per KRCR requirements.
- f. There shall be a 10 foot private easement for public utilities adjacent to all street right of ways.
- g. Lot sizes are approximate and may vary with the final plat.
- h. Sidewalks shall be placed at the time of house construction in public right of ways.
- i. Street trees shall be planted in accordance to Section 16.13.A of the Gaines Charter Township Zoning Ordinance.

1. Staff shall confirm that no less than five house models that meet the requirements of the GCTZO Section 6.4 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 permit.
3. The applicant shall request the creation of a Street Light Assessment District before applying for residential building permits.



LOCATION MAP



Memo

To: Gaines Charter Township Board of Trustees
From: Dan Wells, Community Development Director
Date: March 8th, 2021
Re: Final Approval of Preliminary Plat- Preservation Lakes Phase 4

Overview

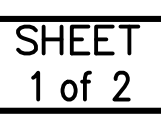
In accordance with the Michigan Land Division Act, the proprietor must secure approval from other agencies having jurisdiction over a plat prior to requesting final municipal approval of a preliminary plat. As such, the proprietor has provided preliminary approvals from the following agencies: Kent County Drain Commission, Kent County Road Commission, Kent County Plat Board, and the Michigan Department of Environment, Great Lakes & Energy (EGLE).

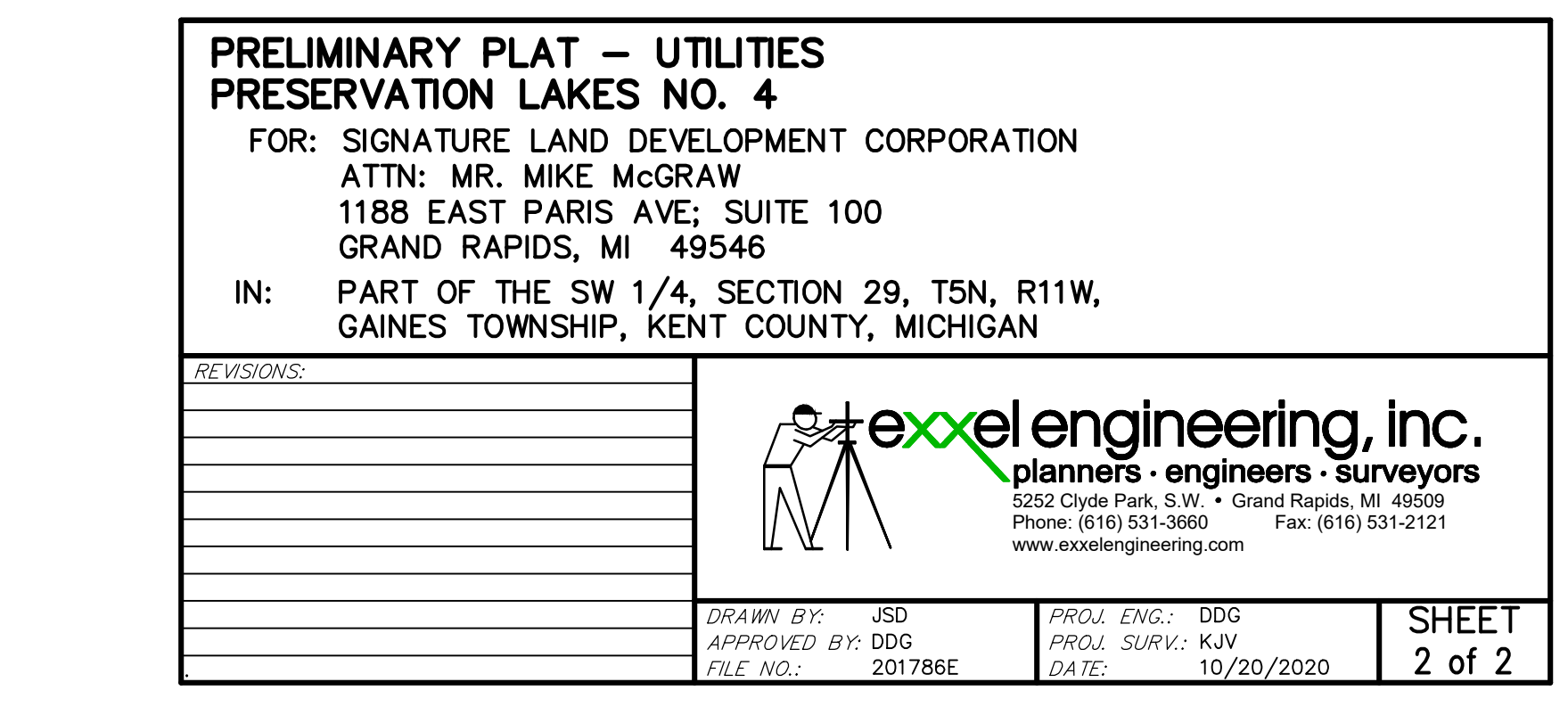
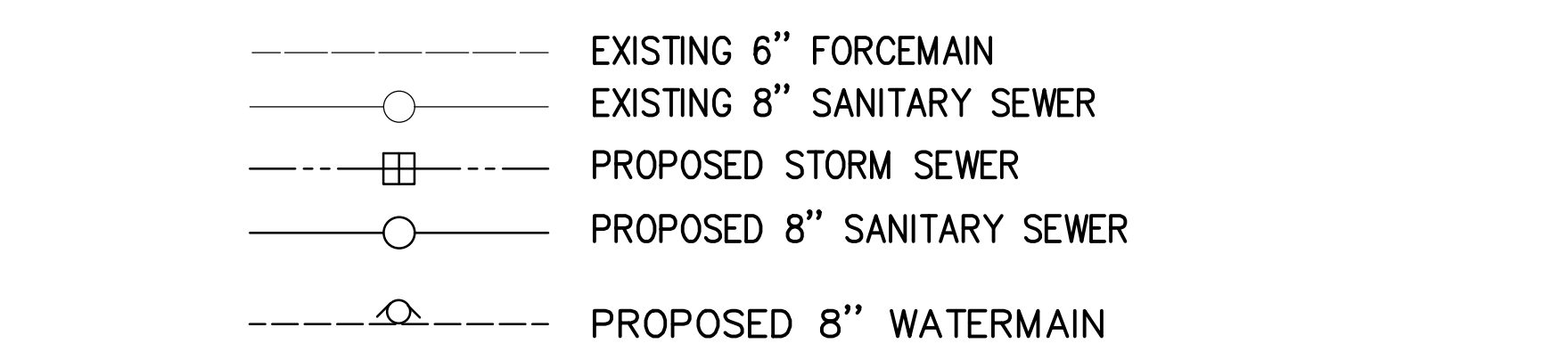
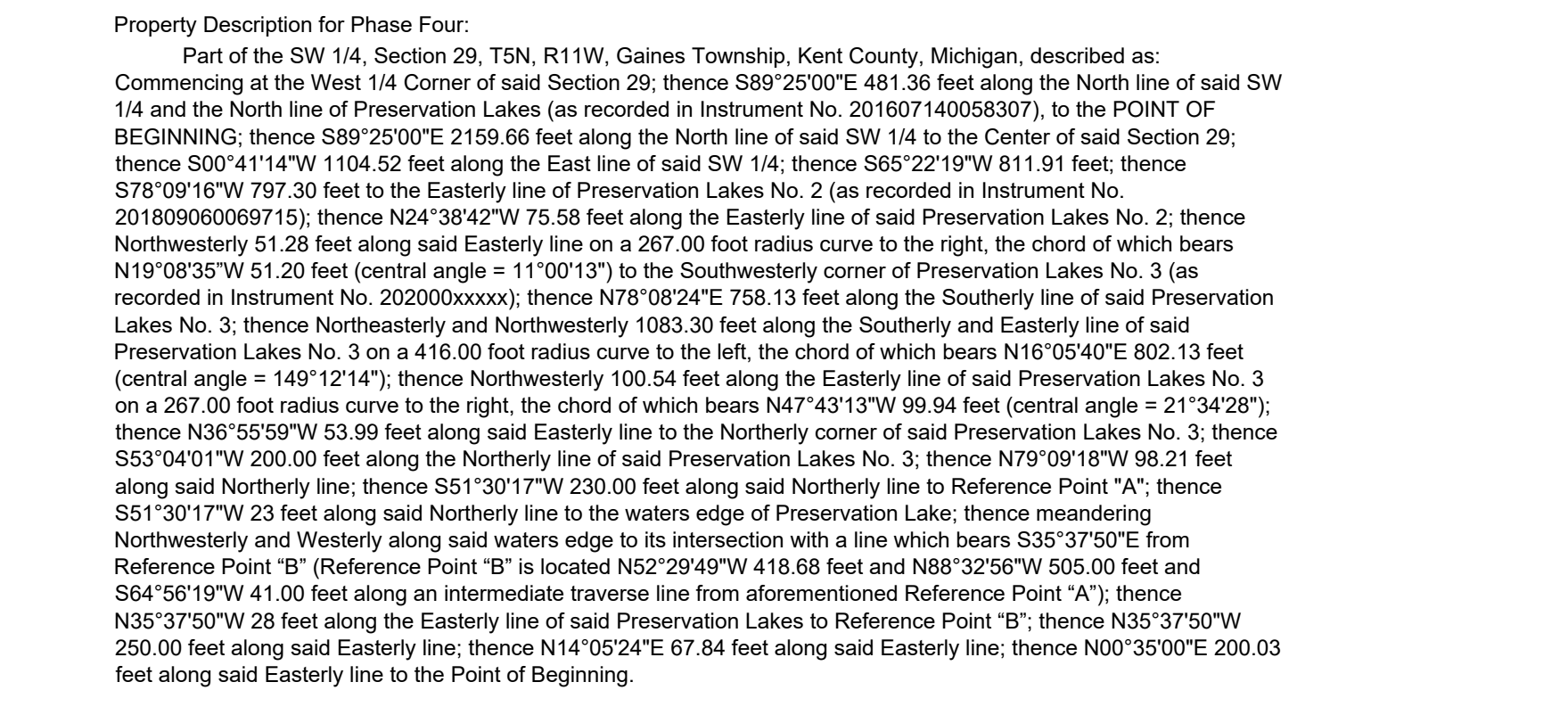
The preliminary plat for Phase 4 remains unchanged since tentative preliminary approval, as the only requirement for final approval of the preliminary plat is to provide the letter from the applicable outside agencies. All conditions of tentative preliminary plat approval are included in the resolution for final approval.

In accordance with Section 120 of the Land Division Act, final approval of the preliminary plat confers upon the proprietor for a period of two years from the date of approval the conditional right that the general terms and conditions under which preliminary plat approval was granted will not be changed. The two-year period may be extended if applied for by the proprietor and granted by the governing body in writing. Written notice of the extension shall be sent by the governing body to the other approving authorities.

Attached Items

- Resolution for Final Approval of the Preliminary Plat
- Preliminary Plat
- Preliminary Plat- Utilities
- Agency Approval Letters





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

RESOLUTION NO. 2021-_____

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a regular meeting held on _____, 2021, at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

Members Present:

Member Absent:

The following Resolution was offered for adoption by Member _____ and supported by Member _____ to document the findings and decision by the Gaines Charter Township Board of Trustees regarding a request made by REP6 Land Investments, LLC, for final approval of the preliminary plat for Phase 4 of the Preservation Lakes PUD.

**FINAL APPROVAL OF THE PRELIMINARY PLAT
FOR PRESERVATION LAKES PHASE 4**

WHEREAS, REP6 Land Investments, LLC (the "Applicant") requests final approval of the preliminary plat for Preservation Lakes Phase 4 (the "Plat");

WHEREAS, the proposed Plat consists of 29 lots and one park located within the 36.5-acre Phase 4 area of the Preservation Lakes PUD; and

WHEREAS, the Planning Commission has considered the application and the proposed Plat, and at a meeting on November 19, 2020, recommended that the Gaines Charter Township Board of Trustees grant tentative preliminary approval of the Plat, upon certain terms and conditions.

WHEREAS, the Township Board tentatively approved the preliminary plat at its meeting on December 9, 2020.

WHEREAS, the applicant has provided a list of all authorities required by Sections 113 to 119 of the Land Division Act to review the preliminary plat, certifying that the list shows all authorities as required by Sections 113 to 119.

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. Preliminary Plat.

The Gaines Charter Township Board of Trustees hereby grants final approval of preliminary plat for Preservation Lakes Phase 4, as shown on the Plat dated October 20, 2020, upon the terms and subject to the conditions stated in this Resolution. In accordance with Section 120 of the Land Division Act, final approval of the preliminary plat confers upon the proprietor for a period of two years from date of approval the conditional right that the general terms and conditions under which preliminary plat approval was granted will not be changed. The two-year period may be extended if applied for by the proprietor and granted by the governing body in writing. Written notice of the extension shall be sent by the governing body to the other approving authorities.

2. Lots.

The Plat shall consist of 29 residential lots, for one single-family detached dwelling each, numbered from lot 92 through lot 120, inclusive, in addition to a 20.9-acre park. Residential construction shall comply with the requirements for the Preservation Lakes PUD and other applicable Township Zoning Ordinance and subdivision requirements.

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

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

4. Other Required Approvals.

The applicant provided copies of written approvals from other agencies having jurisdiction over the plat, including: Kent County Drain Commission, Kent County Road Commission, Kent County Plat Board, and the Michigan Department of Environment, Great Lakes & Energy (EGLE). All final approvals shall be secured.

5. Conditions of Approval.

Final approval of the preliminary plat is conditioned on the following:

- a. Housing Variety. The developer will continue to incorporate the same variety of house models as occurring in Phases 1, 2, and 3.
- b. Street Trees. Street trees shall be planted on each lot within six (6) months of the issuance of the lot's Certificate of Occupancy in accordance with PUD requirements.

- c. Street Light Assessment District. The developer must make a request in writing to Gaines Charter Township for the creation of a Street Light Assessment District before a residential building permit will be issued by the Township in accordance with PUD requirements.
- d. Sidewalks. Sidewalks shall be constructed as proposed and shall meet Township construction requirements.
- e. Township Engineering Approval. The developer shall adhere to all review comments provided by the Township Engineer.
- f. Final approvals from all other agencies having jurisdiction over the plat shall be secured prior to site development and construction.

TOWNSHIP BOARD DECISION

Based on the above, the Gaines Charter Township Board of Trustees hereby adopts Resolution No. 2021-___ which is a final approval of the preliminary plat for Preservation Lakes Phase 4, subject to conditions documented herein.

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

AYES: _____
NAYS: _____
ABSENT: _____

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Board at a regular meeting held on _____, 2021.

Respectfully submitted,

Michael Brew, Clerk
Gaines Charter Township

Dated: _____, 2021



OFFICE OF THE DRAIN COMMISSIONER

Ken Yonker, Drain Commissioner

December 17, 2020

Don DeGroot, P.E.
Exxel Engineering, Inc.
5252 Clyde Park Ave, SW
Grand Rapids, MI 49509-9788

**RE: Preservation Lakes No 4
Section 29, T5N, R11W, Gaines Township
KCDC File No. 1962**

Dear Mr. DeGroot,

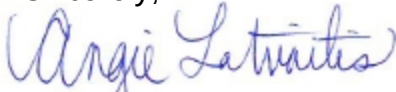
The Drain Commissioner's Office pursuant to the Land Division Act, ACT 288 of 1967, and the published Development Drainage Rules has reviewed the preliminary plan and construction plans submitted separately on December 1, 2020 and December 7, 2020 for Preservation Lakes No 4. Preliminary approval is granted at this time. We offer the following comments:

1. Stabilization measures and soil erosion control measures for the protection of the storm sewer system shall be included on the construction plans. The following measures are required on backyard drainage swale and storm sewer structures:
 - Extend the matting on the drainage swales in the drainage swale within Lots 106-107.
 - Make it clear on the grading plan that no inlet shall have silt fence surrounding it but shall have the filter sock as called out in the Yard Drain Protection detail.
 - No under the grate silt sacks will be allowed in backyard yard basins. These types of sedimentation control measures have not worked in the past and typical result in failure. Silt-Saver with filter Frames shall replace these measures that perform at the surface and can be reused. Make note on plan.
 - At the storm sewer discharge point into the wetlands, a sediment basin shall be placed at Lot 116. It recommended that only one discharge point be provided into the wetlands to reduce the sedimentation.
2. Label easements on grading plans that will match the Final Plat. The easement on Lots 106-107 is private. Lot 108 shall be labeled as "Private easement for drainage, storm sewer, and floodway to the Preservation Lakes Drainage District". The easement shown on the plans places the 30-ft easement onto the back slope of the lot. The easement shall be centered on the drainage swale and adjusted to placed further into the lot.

3. The yard basins along Lots 110-114 are placed at the toe of slope and shall be moved at least 5-7 feet away from the slope to prevent sedimentation and debris from covering the basin.
4. Provide access easements to the yard basins between Lots 107/108 and 113/114 and label as such.
5. Extend and add lands to the existing drainage district under Section .433 (5) of the Drain Code. The developer shall deposit 5% of the construction costs up to \$2500 for all branches added to the drainage district.
6. Call out the grate to which will be placed on the yard basins. We recommend EJIW #6508. We also ask that the 2-ft sump be increased to 3-ft.

Final construction approval will be granted when the items listed in this letter have been addressed and resolved. Please address the above comments in a response letter along with digital copies of the revised computations and plans. If you have any questions, please contact the Drain Office.

Sincerely,



Angie E. Latvaitis
Deputy Drain Commissioner
Office of the Kent County Drain Commissioner

cc. file
Plat Board
Darren Vink, Road Commission
Mike McGraw, Signature Land Development Corp
Jeff Gritter, Vriesman & Korhorn



Kent County Road Commission

December 8, 2020

The Board of County Road Commissioners of the County of Kent (KCRC), at a regular meeting held on December 8, 2020, authorized preliminary plat approval, with conditions included below in this letter of the following proposed project:

Name of Project: **Preservation Lakes No. 4.**

Name of Owner: Signature Land Development Corporation

Surveyor & Engineer: Exxel Engineering, Inc. (Mr. Don De Groot, PE)

Township: Gaines (T5N, R11W) Description: SW 1/4 Section 29

Approval expires on: December 8, 2022

Preliminary plat approval covers lot layout (Lots 92-120), location, street alignment, width of right-of-way, and street cross section only. All project plans and documents shall conform to the current "Requirements and Specifications for Plat Development". Final approval will be given after all the requirements are fulfilled for the following roadway(s):

Waters Bluff Drive (1300± feet)

Subject to the following special conditions, requirements, and modifications:

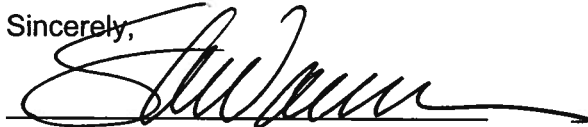
- (1) Proprietor shall provide title commitment to demonstrate that there are no existing encumbrances within limits of proposed street right of ways for review and evaluation by staff.
- (2) Proprietor shall acquire termination of encumbrances, easements, restrictions, and mortgages, etc., in favor of the Board of County Road Commissioners for all lands that are proposed to be public streets.
- (3) Proprietor is advised to abstain from encumbering land proposed to be conveyed to the Board without obtaining prior concurrence from the Deputy Managing Director, Engineering (County Highway Engineer).
- (4) Proprietor shall provide storm water runoff/sewer discharge easement(s) in format with terms and conditions acceptable to staff.
- (5) Proprietor shall obtain the required permits from the Kent County Drain Commission and provide copies to KCRC staff.

Preservation Lakes No. 4 – Preliminary Plat
December 8, 2020

- (6) Proprietor shall provide private utility easements adjoining the proposed streets for private public utilities which shall in no way encroach, nor encumber, proposed street right of way. Recommend coordinating with private public utilities to accommodate their specific requirements to the extent possible.
- (7) Proprietor is advised to require that private public utilities design and install their facilities in conformance with the Board's requirements, regulations, specifications, etc., including obtaining highway permit for said private public utility facilities.
- (8) The Board retains the sole discretion to determine time and conditions for the take-over of proposed public streets.

Kent County Road Commission promotes Complete Streets and permits amenities within the public road right-of-way to the extent practical.

Sincerely,



Steven A. Warren, Managing Director
Kent County Road Commission

Attachment(s)

c: Exxel Engineering, Inc.
Clerk, Gaines Township
Kent County Drain Commission
County of Kent Plat Board (care of the Kent County Register of Deeds office)
Consumers Energy
Michigan Consolidated Gas Company
AT&T
USPS
File

REGISTER OF DEEDS

KENT COUNTY ADMINISTRATION BUILDING
300 MONROE AVENUE, N.W.
GRAND RAPIDS, MICHIGAN 49503
TELEPHONE (616) 632-7610



LISA POSTHUMUS LYONS
County Clerk/Register

JEROME CZAJA
Chief Deputy Register

December 3, 2020

Exxel Engineering Inc
5252 Clyde Park SW
Grand Rapids, MI 49509

To Whom This Matter Concerns:

The Kent County Plat Board Met on December 3, 2020. Tentative approval was given to the preliminary plat **Preservation Lakes No. 4**, located in the Township of Gaines. Tentative approval is given, subject to the approval of all other units of government receiving copies of the preliminary plat.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerome Czaja", is written over a horizontal line. The signature is stylized and fluid.

Jerome Czaja
Chief Deputy Register of Deeds



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

January 27, 2021

Mr. James A. Swanson, P.L.S.
Exxel Engineering, Inc.
5252 Clyde Park, S.W.
Grand Rapids, Michigan 49509

Dear Mr. Swanson:

SUBJECT: File No. LDA-00034; Preservation Lakes Subdivision No.4;
Preservation Lake, Section 29, T5N, R11W; Gaines Township; Kent County

The preliminary plat of Preservation Lakes Subdivision No. 4, which includes lots 92 through 102, is conditionally approved by the Department of Environment, Great Lakes, and Energy (EGLE) under Sections 116 and 117 of the Land Division Act, 1967 PA 288, as amended. This conditional approval is valid for a period of two years unless otherwise notified.

The 100-year flood elevation of the Preservation Lake has not been determined. Our analysis of available information was made, however, and indicates that residential development may take place with a reasonable degree of safety from flooding from the Preservation Lake above a freeboard elevation of 827.0 feet National Geodetic Vertical Datum of 1929 (NGVD 29). This was agreed to by Mr. Paul Veldhuizen of your office on the occasion of the approval of Preservation Lakes Subdivision Phase 1. The establishment of a freeboard line, above which all residential development must take place, meets the intent of Section 138 of the Land Division Act.

No permit is granted by this letter. Permits are required from EGLE prior to any construction, filling, or excavation within the floodplain, wetland, or below the ordinary highwater mark of the Preservation Lake. A permit application form is available upon request or can be downloaded from the EGLE's website at www.michigan.gov/jointpermit. Note that the \$500 fee paid for this review may be credited toward future Water Resources Division (WRD) permit fees related to this project.

Final Plat Approval

The following items will be required on the final plat and in the Restrictive Deed Covenants:

Final Plat

1. Section 560.138 of Act 288 requires that the final plat show the floodplain contour when any part of a subdivision lies within or abuts a floodplain area. The final plat is to show the freeboard line within the subdivision as a contour line labeled "Freeboard Line, as established by the Department of Environment, Great Lakes, and Energy, elevation 827.0 feet, N.G.V. Datum of 1929". The freeboard line is to be dimensioned from the street or traverse line along each affected side lot line, and at any crossing of the plat boundary or intermediate traverse line.

2. The proprietor's certificate on the final plat must state that lots embracing waters of the Preservation Lake are subject to the correlative rights of other riparian owners and the public trust in these waters.

Restrictive Deed Covenants

3. Restrictive deed covenants shall define the freeboard elevation "as a line established by the Department of Environment, Great Lakes, and Energy, elevation 827.0, N.G.V. Datum of 1929, which will provide residential development a reasonable degree of safety above any expected flooding" and specify that "no filling or occupation below the freeboard line will be allowed without prior written approval from EGLE
4. Residential building restrictions shall require that all residential buildings be constructed above and landward of the freeboard line, and that there will be no openings into the basement below the elevation of the freeboard line.
5. These restrictions are to be observed in perpetuity, excluded from any time limitation paragraph set forth in the declaration, and may not be amended without prior written approval from EGLE.
6. Do not record the restrictive deed covenants. They should be submitted with the final plat to the Department of Licensing and Regulatory Affairs (LARA). Once approved, LARA will submit the documents to the County Register of Deeds for simultaneous recording.

A copy of the conditionally approved preliminary plat is enclosed. The Subdivision Administrative Rules are available on our website or upon request. If you have any questions, please contact me fuscom@michigan.gov; 517-256-4458, or EGLE, Water Resources Division. Hydrologic Studies and Dam Safety Unit, Constitution Hall, 525 West Allegan Street, Lansing, Michigan 48933

Sincerely,



Mario Fusco, Jr., M.S., P.E., Supervisor
Hydrologic Studies and Dam Safety Program
Water Resources Division
517-256-4458

Enclosed: Preliminary Plat
cc: Kent County Plat Board
Gaines Township Building Official
Mr. Mike McGraw, Developer (w/plat)
Mr. Michael Barger, LARA (w/plat)
Ms. Cory Brown, EGLE

Memo

To: Gaines Charter Township Board of Trustees
From: Dan Wells, Community Development Director
Date: March 8, 2021
Re: Industrial Facilities Tax Request for 6155 East Paris/Mobile Defender

Introduction

The Township has received an application from MD-3990, LLC (Mobile Defenders) for an Industrial Facilities Tax Exemption under Public Act 198, as amended (PA 198). The request is for a 12-year tax exemption that would abate local real property tax for 12 years and personal property tax for 6 years by 50%, and they intend to apply for and they intend to apply for an abatement from the State for an additional 6 mills of the State Education Tax. The first step in the process is for the Township Board to consider whether to establish an Industrial Development District for a new facility. If this is approved, the company would then be able to apply for a tax exemption certificate.



The applicant received site plan approval by the Planning Commission on December 17, 2020 for a proposed 89,430 square foot building and associated site improvements. Since then, the applicant has notified staff that the building has changed to 94,774 square feet, but has not submitted a revised site plan to verify specific changes. Based on the square footage increase it is likely they will need a major amendment.

The proposed uses include general office space, electronic device servicing and warehousing. The

estimated investment includes approximately \$5.1 million in construction and they plan to hire approximately 30 employees over the next five years with average salary of ca. \$50,000 annually.

Activities that the applicant intends to carry out on the site include:

- Harvesting parts (including microelectronics, semiconductors and electronic equipment) from damaged or inoperable equipment for use in device repair;
- Testing product specifications for accuracy (including electronic equipment and digital communication and imaging devices);
- Testing microelectronic components like proximity sensors, charge ports and camera modules to ensure performance;
- Measuring voltage and amperage for batteries and accessories;
- Utilizing magnification devices to find pixel imperfections and inconsistencies in device screens;
- Measuring product performance and specifications including screen brightness, color accuracy, screen thickness and viewing angle; and
- Studying wireless chargers and their effects on radio frequency and touch response in smart phone applications.

Analysis

Township staff including the Assessor, Treasurer and Community Development Director have reviewed the application to determine conformance with PA 198 and the Gaines Charter Township PA 198 Property Tax Abatement Policy (Attachment 1). In addition, the application was reviewed by legal counsel for conformance with PA 198 (see that analysis, Attachment 2).

Per the Gaines Charter Township Policy;

- 1. Commencement of Process; Filing of Application; Definitions**
They have filed form 1012, and a map of the proposed district with legal description as required.
- 2. Site Plan Approval before Considering Establishment of a District**
The Mobile Defenders site plan for 6155 East Paris SE was reviewed and approved by the planning commission on December 17, 2020. As noted above, the approved site plan may be subject to a future amendment based on square footage changes.
- 3. Establishment and Boundary of a District;**
The applicant has requested the district include the entire property, and a future certificate would apply to the specific building envelope.
- 4. Limit on Term of District**
The applicant has requested a 12-year abatement. The Board has the option to limit the term of the abatement if they desire.
- 5. Maximum Term of Tax Abatement**
The maximum term could be 12 years real property, 6 years personal property based on \$1m+ investment.

6. Minimum Amount of Investment

The minimum amount of investment under the policy is \$100,000 so they meet this requirement.

7. No Extension of Term

If granted the full 12-year term, no abatement term extensions could be granted.

8. No Speculative Buildings

As stated in the Application, the Company will be leasing only approximately 50% of the space, with the other 50% being leased to currently unknown third party tenants. The applicant also states they intend to occupy the entire space in the future but does not provide a specific timeline for expansion (see Attachment 2).

9. Transfer of Certificates

The applicant may not transfer a certificate to a sublease if they lease space without Township approval.

10. Application Fee

A \$2,000 application fee has been paid. Based on the proposed investment amount they will not likely meet the fee threshold of "(b) two percent (2%) of the total property taxes abated under Act 198 for the term of years that the IFT Certificate is in effect".

11. Fee Affidavit

A fee affidavit must be attached to an application that states that no payment of any kind in excess of the fee allowed by Section 5(3) of Act 198 has been made or promised in exchange for favorable consideration of the application. This will be done after board consideration, if approved for a public hearing.

12. Agreement

The approval of an application shall be subject to the execution of a Tax Abatement Agreement between the Township and the operator of the facility outlining conditions and recourse to be upheld during the term of the IFT Certificate.

This will be drafted after board consideration, if approved.

13. Revocation of Certificate

This language will be included in the agreement.

14. Variances

The site plan was approved by the Planning Commission without need for zoning variances, but as noted above, may be subject to an amendment based on square footage changes.

15. Checklist of Procedures

Staff has provided the applicant with the checklist and they have followed the instructions and provided all the info listed on it.

16. Inconsistencies

None are anticipated.

17. Schedule of Hearings

Once the Township Board determines eligibility for the site, either the Supervisor or the Township Board may set a public hearing for consideration of the industrial development district and application for tax abatement.

Recommendations

Based on the analysis of the township counsel, the Board of Trustees must determine whether the applicant meets the definition of a manufacturer per the act. Also, the Board must determine whether parts of the building are speculative or not. If the Board determines that the applicant meets that definition as a manufacturer and the building isn't speculative, they may set a public hearing for consideration to establish an industrial development district.



Dear Mr. DeWard,

Mobile Defenders is planning to expand into an approximately 92,785 square foot facility in Gaines Charter Township at 6155 East Paris SE, Caledonia, MI 49316. As part of the expansion, Mobile Defenders and its related entities will be making significant investments in real and personal property located in Gaines Charter Township.

MD-6155 LLC, a Michigan limited liability company, which is one of Mobile Defenders' real estate holding companies, has acquired the land for a purchase price of \$836,000. Upon closing the sale of Mobile Defenders' current location at 3990 44th Street SE, Kentwood, Michigan 49512, MD-6155 LLC will transfer the property to one of Mobile Defenders' holding companies, MD-3990, LLC, a Michigan limited liability company. The only reason for this multi-step real estate transfer is to preserve the benefits afforded by a 1031 exchange, in which MD-3990, LLC will reinvest any earnings realized from the sale of 3990 44th Street SE into the new facility located at 6155 East Paris SE.

As part of this expansion, MD-3990, LLC proposes to invest an additional \$5,165,458 to construct a new state-of-the-art industrial complex on the property at 6155 East Paris SE. MD-3990, LLC will then lease ~50% of the newly constructed facility to Mobile Defenders' operating company, MD II Holdings, LLC, a Delaware limited liability company. MD II Holdings, LLC is Mobile Defenders operating company that is responsible for the day-to-day business operations that make up Mobile Defenders' core business. The remaining 50% of the newly constructed facility will be leased to third-party tenants. Notwithstanding Mobile Defenders planned leasing of only 50% of the newly constructed facility, pursuant to its lease agreement, and as the operator of the newly constructed facility, MD II Holdings, LLC will be directly responsible for the payment of all real estate taxes and assessments levied against the property.

With this expansion, Mobile Defenders plans to hire approximately 30 employees over the next 5 years with average salaries of approximately \$50,000 per year. Mobile Defenders requests an industrial facilities tax exemption for MD II Holdings, LLC, to help offset the costs of Mobile Defenders' significant investment in Gaines Charter Township.

Since establishing an Industrial Development District (IDD) is the first step in the process of granting a possible industrial facilities tax exemption, Mobile Defenders requests that the Township create an IDD encompassing the real property located at

MOBILE DEFENDERS

3990 44th Street SE, Kentwood, MI 49512

w. www.mobiledefenders.com | **e.** sales@mobiledefenders.com | **p.** 616-551-2286



6155 East Paris SE, Caledonia, MI 49316. Enclosed with its application, Mobile Defenders has provided a copy of its construction proposal for the new facility, a copy of its site plan approval, and an addendum addressing its qualification for the industrial facilities tax exemption.

We look forward to working with Gaines Charter Township in connection with this proposed expansion of Mobile Defenders' facility, and we very much appreciate any support that the Township may offer to make this project possible. Should you have any questions, please feel free to contact me directly.

Sincerely,

Jordan Notenbaum
Jordan Notenbaum

CEO

MOBILE DEFENDERS

3990 44th Street SE, Kentwood, MI 49512

w. www.mobiledefenders.com | **e.** sales@mobiledefenders.com | **p.** 616-551-2286

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit

STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) MD II Holdings, LLC (Mobile Defenders)		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 423690	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 6155 East Paris Ave SE, Caledonia, MI 49316		▶ 1d. City/Township/Village (indicate which) Gaines Charter Township	▶ 1e. County Kent
▶ 2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Transfer ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(6)) ☐ Research and Development (Sec. 2(10)) ☐ Increase/Amendment		▶ 3a. School District where facility is located Caledonia	▶ 3b. School Code 41050
4. Amount of years requested for exemption (1-12 Years) 12			
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. Please see attached addendum.			
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		▶ 5,165,458.00 Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		▶ 159,000.00 Personal Property Costs	
6c. Total Project Costs * Round Costs to Nearest Dollar		▶ 5,324,458.00 Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
		Begin Date (M/D/Y)	End Date (M/D/Y)
Real Property Improvements ▶	01/01/2021	12/31/2022	▶ ☐ Owned ☒ Leased
Personal Property Improvements ▶	01/01/2021	12/31/2022	▶ ☒ Owned ☐ Leased
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No			
▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 63		▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 18	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation. a. TV of Real Property (excluding land) b. TV of Personal Property (excluding inventory) c. Total TV			
▶ 12a. Check the type of District the facility is located in: ☒ Industrial Development District ☐ Plant Rehabilitation District			
▶ 12b. Date district was established by local government unit (contact local unit)		▶ 12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Jordan Notenbaum	13b. Telephone Number (616) 885-2656	13c. Fax Number	13d. E-mail Address jordan@mobiledefenders.com
14a. Name of Contact Person Jordan Notenbaum	14b. Telephone Number (616) 885-2656	14c. Fax Number	14d. E-mail Address jordan@mobiledefenders.com
▶ 15a. Name of Company Officer (No Authorized Agents) Jordan Notenbaum			
15b. Signature of Company Officer (No Authorized Agents) <i>Jordan Notenbaum</i>		15c. Fax Number	15d. Date
15e. Mailing Address (Street, City, State, ZIP Code) 3990 44th St SE, Kentwood, MI 49512		15f. Telephone Number (616) 885-2656	15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Instruction for Completing Form 1012, *Industrial Facilities Tax Exemption (IFT) Application*

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.):

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad

valorem real and/or personal property tax liability.

The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. **Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.**
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. **Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).**
5. **Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).**
6. **Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be**

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request.*)

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: **www.legislature.mi.gov/**. For more information and Frequently Asked Questions, visit **www.michigan.gov/propertytaxexemptions**.



Supplemental Addendum to Application for Industrial Facilities

Exemption Certificate Application (Form 1012)

Background

Mobile Defenders (MD) was founded in 2013 by local Grand Valley State University business students, and MD is a supplier and service provider that tests, refurbishes, recycles and distributes mobile device replacement parts for phones, tablets, laptops and Chromebooks utilized by phone repair stores and K-12 schools. In connection with its day-to-day operations, MD performs several value-add services related to its high-technology activities. These services include:

- Disassembly of Chromebooks for harvesting of parts from damaged or inoperable equipment so that working parts may be reused;
- Disassembly of newly-released technology to record and plan for the most up-to-date technology;
- Recycling broken smartphone screens for refurbishment through a Broken Screen Buyback Program;
- Recycling batteries used in mobile technology products;
- Testing microelectronic components for optimal performance, including proximity sensors, charge ports and camera modules;
- Testing product specifications including screen brightness, color accuracy, screen thickness and viewing angle;
- Testing screen replacement parts to find pixel imperfections and inconsistencies in device systems;
- Measuring voltage and amperage for batteries and accessories; and
- Studying wireless chargers and their effects on radio frequency and touch response in smart phone applications.

MD's business centers on the reuse and recycling of existing technology products. MD works to provide its retail partners and K-12 schools with high-quality replacement parts in an effort to keep devices in use rather than in landfills. To accomplish this goal, MD uses several technology-specific tools, instruments and software applications to improve the performance and specifications of the component parts sold by MD. MD continuously tests device components and replacement parts for phones, tablets, laptops and Chromebooks in order to fine-tune these parts and to increase their performance and longevity. Such improvements include adjusting performance and specifications affecting screen brightness, color accuracy and touch functionality.

MD recently signed a contract with Apple, Inc. which will increase the company's OEM volume considerably. MD is also an authorized distributor for Motorola, LG, OnePlus, Lenovo, and Google. These OEM parts manufacturers ship "raw parts" to MD directly from the factories, and MD then takes these parts and "kits" them into a usable product. By way of example, a replacement OLED screen may come in a bulk tray directly from the manufacturer. MD then takes the trays, adds

MOBILE DEFENDERS

3990 44th Street SE, Kentwood, MI 49512

w. www.mobiledefenders.com | **e.** sales@mobiledefenders.com | **p.** 616-551-2286



additional parts and consumables, adds barcodes and labels and packages these materials to prepare a “kit” that can then be used by a repair technician to repair a smartphone device.

In addition to its standard parts business, MD's new division (eduPARTS) focuses on the teardown, parts harvesting, and resale of OEM parts for K-12 students using Chromebooks and other laptops. MD aims to stay at the forefront of electronic technology by continuously testing and developing its product knowledge to provide optimal device performance post-repair. The core of MD's mission is to keep technology operating as long as possible in order to reduce the environmental burden placed on the planet by continuously evolving technology.

MD's expansion into the new facility at 6155 East Paris Ave. SE is a critical step in meeting these goals, as it will allow MD to grow its new eduPARTS program and provide increased parts harvesting and recycling and provide for an area in which MD plans to expand its in-house refurbishing of Chromebooks used in the education sector.

Expansion into 6155 East Paris Ave SE

The MD group plans to invest over \$6 million (including the cost of the vacant land) into the construction of an approximately 92,785 square foot industrial complex located at 6155 East Paris Ave SE. The requested industrial facilities tax exemption will be critical to the company's ability to fund this extensive expansion project. MD's investment in the property at 6155 East Paris Ave SE will have a positive economic impact on Gaines Charter Township because it will allow MD to grow and hire approximately 30 employees over the next 5 years with average salaries of approximately \$50,000 per year.

MD's business fits within the definition of a “High-Technology Activity” used for purposes of determining whether a property is an “Industrial Property” qualifying for the industrial facilities tax exemption. See *MCL 207.552(7)*. The Michigan Economic Growth Act defines “High-Technology Activity” in part as “Electronic device technology, which is any technology that involves microelectronics, semiconductors, electronic equipment, and instrumentation, radio frequency, microwave and millimeter electronics, and optical and optic-electric devices, or data and digital communications and imaging devices.” *MCL 207.803(m)(iv)*.

As summarized above, the core of MD's business revolves around a “high-technology activity.” MD's business relies on its assembly, testing, harvesting, refurbishing and recycling of several electronic devices and components that fit squarely within Michigan Economic Growth Act's definition of “High-Technology Activity.” For these reasons, MD qualifies for the industrial facilities tax exemption and requests that Gaines Charter Township create the requisite Industrial Development District and approve MD's application for the IFT certificate.

MOBILE DEFENDERS

3990 44th Street SE, Kentwood, MI 49512

w. www.mobiledefenders.com | **e.** sales@mobiledefenders.com | **p.** 616-551-2286



Equipment and Fixtures

Equipment that will be part of the new facility includes the following items: conveyor belt system, Hi-Lo's & electronic pallet jacks, packaging machines, warehouse shelving, furniture, mobile devices, printers, technician teardown stations, and refurbishment machinery, which is listed on the following page.

MOBILE DEFENDERS

3990 44th Street SE, Kentwood, MI 49512

w. www.mobiledefenders.com | **e.** sales@mobiledefenders.com | **p.** 616-551-2286



Schedule of Machinery, equipment, furniture and fixtures

	Date of Installation	Cost
Conveyor Belt System	11/1/2021 (proposed)	\$50,000
Hi-Lo	7/1/2018	\$20,000
Electric Pallet Jacks	11/1/2021 (proposed)	\$12,000
Voidfill Dispensing Machines	11/1/2019	\$12,000
Warehouse shelving	11/1/2021 (proposed)	\$10,000
Furniture	11/1/2021 (proposed)	\$20,000
Mobile devices (for testing)	1/1/2020	\$5,000
Label Printers	1/1/2020	\$8,000
Teardown Stations	1/1/2020	\$12,000
Refurbishment Machines	11/1/2021 (proposed)	\$10,000
Totals		\$159,000

MOBILE DEFENDERS

3990 44th Street SE, Kentwood, MI 49512

w. www.mobiledefenders.com | **e.** sales@mobiledefenders.com | **p.** 616-551-2286

LEASE
BETWEEN
MD-3990, LLC
AND
MD II HOLDINGS, LLC

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 PREMISES	... 1
SECTION 2 TERM	... 1
SECTION 3 BASE RENT AND SECURITY DEPOSIT	... 2
SECTION 4 ADDITIONAL RENT	... 3
SECTION 5 USE	... 5
SECTION 6 ALTERATIONS AND INSTALLATIONS	... 5
SECTION 7 REPAIRS AND MAINTENANCE OF THE PREMISES	... 7
SECTION 8 INDEMNIFICATION AND INSURANCE	... 7
SECTION 9 SIGNS	... 8
SECTION 10 ASSIGNMENT AND SUBLETTING	... 8
SECTION 11 CASUALTY	... 8
SECTION 12 CONDEMNATION	... 9
SECTION 13 LANDLORDS REMEDIES UPON DEFAULT	. 10
SECTION 14 DISCHARGE OF LIENS AND TENANTS INABILITY TO BIND LANDLORD	. 11
SECTION 15 LIABILITY OF LANDLORD	. 12
SECTION 16 RIGHTS OF LANDLORD	. 12
SECTION 17 MORTGAGE SUBORDINATION AND ESTOPPEL LETTER	. 13
SECTION 18 NO WAIVER	. 14
SECTION 19 VACATION OF PREMISES	. 14
SECTION 20 MEMORANDUM OF LEASE	. 14
SECTION 21 NOTICES	. 14
SECTION 22 APPLICABLE LAW AND CONSTRUCTION	. 14
SECTION 23 FORCE MAJEURE	. 15
SECTION 24 NO PARTNERSHIP	. 15
SECTION 25 QUIET ENJOYMENT	. 15
SECTION 26 HOLDING OVER	. 15
SECTION 27 CAPTIONS	. 16
SECTION 28 VARIATION IN PRONOUNS	. 16
SECTION 29 JURY WAIVER	. 16
SECTION 30 COMPLETE AGREEMENT	. 16
SIGNATURES	. 17

LEASE

WITNESSETH:

SECTION 1 PREMISES

This Lease Agreement dated this 1st day of October, 2021 (the "Effective Date") by and between MD-3900, LLC a Michigan Limited Liability Company ("Landlord") and MD II Holdings, LLC a Delaware limited liability company ("Tenant") whereby Landlord agrees to rent to Tenant and Tenant agrees to lease from Landlord in consideration of the covenants and agreements hereinafter contained certain space known as Suite **B** which is approximately 12,500 RSF (the "Premises"). The Premises will be located in a facility located at 6155 EAST PARIS AVE SE CALEDONIA, MI 49316 (the "Property").

SECTION 2 TERM

(a) The term of this Lease shall commence on the Effective Date, which shall be the later of October 1, 2021 or when construction on the Property and Premises are complete if such date is after October 1, 2021 and shall continue until 12:00 noon on the Expiration Date (as hereinafter defined) ("Term"), unless this Lease is sooner terminated under any other provision of this Lease.

(b) The Expiration Date means October 31, 2028. However, at the end of each lease year, the Term will be extended for an additional year if Landlord has not received written notice of cancellation from Tenant prior to ninety (90) days before the end of such lease year. For example, if Tenant does not provide Landlord with notice of Tenant's intent to cancel the lease prior to August 2, 2022, the Expiration Date shall automatically extend until October 31, 2029.

SECTION 3 BASE RENT AND SECURITY DEPOSIT

(a) Subject to adjustment pursuant to Section 3(e), during the Term, Tenant shall pay to Landlord, without demand and without any deduction or setoff, Base Rent for the Premises as follows: \$6.95 per rentable square foot plus NNN. The Base Rent for each Lease year during the Term hereof subsequent to the first Lease year shall be increased in the same amount of any increase in the Consumer Price Index during the preceding Lease year. Such increase shall be calculated by multiplying the annual Base Rent by a fraction whose numerator is the Consumer Price Index for the twelfth month of the preceding Lease year and whose denominator is the Consumer Price Index for the first month of such Lease year. In no event shall the Base Rent be decreased due to changes in the Consumer Price Index. For purposes hereof "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982-84=100). Tenant and Landlord acknowledge that, except as otherwise provided to the contrary in this Lease, it is their intent and agreement that this Lease be a "TRIPLE NET" lease and that as such, the provisions contained in this Lease are intended to pass on to Tenant or reimburse Landlord for the costs and expenses reasonably associated with this Lease, the Building and the Project, and Tenant's

operation therefrom. To the extent such costs and expenses payable by Tenant cannot be charged directly to, and paid by, Tenant, such costs and expenses shall be paid by Landlord but reimbursed by Tenant as Additional Rent.

(b) Any installment of Base Rent or Additional Rent (as hereinafter defined) not received by Landlord within five (5) days after the same first becomes due shall bear interest at the rate of ten percent (10%) per annum from the original due date until paid (the Default Rate); provided, however, that in no event shall such rate exceed the rate allowable by law. In addition, Tenant shall pay to Landlord a one (1) time late charge per late installment equal to One Hundred and 00/100ths dollars (\$100.00) of any amount not paid within five (5) days of the original due date. The parties agree that this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of the late charge by Landlord shall neither constitute a waiver of Tenant's default with respect to the overdue amount nor prevent Landlord's exercising any other rights available hereunder, at law or in equity.

(c) Every demand for Base Rent or Additional Rent wherever and whenever made shall have the same effect as if made at the time it falls due and at the place of payment. After the service of any notice or commencement of any suit or final judgment therein, Landlord may receive and collect any Base Rent or Additional Rent due, and such collection or receipt shall not operate as a waiver of or otherwise affect such notice, suit, or judgment.

(d) Upon execution of this Lease, Tenant shall deposit with Landlord a Security Deposit equal to two (2) month's rent to be held by Landlord during the Term pursuant to Section 3 hereof. The Security Deposit shall be held by Landlord, without interest, as security for the performance by Tenant of Tenant's covenants and obligations under this Lease; it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Landlord may, in its sole discretion, from time to time without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any default under this Lease or to satisfy any other covenant or obligation of Tenant hereunder. Landlord needs to provide notice if this occurs. If Tenant defaults of any material term, covenant, or condition on Tenant's part to be performed, then, within ten (10) days after demand by Landlord, Tenant shall increase the amount of the Security Deposit to an amount equal to one fourth (1/4 th) of the annual Base Rent then in effect, provided tenant has been notified and has had an opportunity to cure. Further, following any application of the Security Deposit by Landlord, Tenant shall pay to Landlord, on demand, the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant after deducting therefrom any unpaid obligation of Tenant to Landlord as may arise under this Lease, including, without limitation, the obligation to restore the Premises

SECTION 4 ADDITIONAL RENT

(a) All sums payable by Tenant under this Lease other than Base Rent are "Additional Rent"; the term "Rent" includes both Base Rent and Additional Rent. Landlord will estimate in advance and charge to Tenant the following costs ("Total Operating Costs"), which Tenant will pay with the Base Rent on a monthly basis throughout the Occupancy Period: (a) all Real Property Taxes for which Tenant is liable hereunder; (b) all utility costs (to the extent utilities are not separately metered) for which Tenant is liable hereunder; (c) all insurance premiums for which Tenant is liable hereunder; and (d) all Operating Expenses for which Tenant is liable hereunder, if

any. Landlord may adjust its estimates of Total Operating Costs at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments will be effective as of the next Rent payment date after notice to Tenant. "Occupancy Period" means the period from the time Tenant first enters the Premises, throughout the Lease Term and thereafter as long as Tenant remains in the Premises. After the end of each fiscal year during the Term, Landlord will deliver to Tenant a statement setting forth, in reasonable detail, the Total Operating Costs paid or incurred by Landlord during the preceding fiscal year. Within thirty (30) days after Tenant's receipt of such statement, there will be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be).

SECTION 5

USE

(a) The Premises may be occupied and used solely for general, non-retail, non-medical business purposes, and for no other purpose.

(b) Tenant, at Tenant's sole cost and expense, shall use and occupy the Premises in accordance with all governmental laws, ordinances, rules, and regulations, including, without limitation, the so-called Americans with Disabilities Act (collectively, Laws). Tenant shall not use, or allow the Premises to be used, for any purposes other than those specified herein and shall not use the Premises, or permit them to be used, for any unlawful, disreputable, or immoral purpose, in any way that might injure the reputation of the Premises or in any way that would cause or result in any environmental concerns, risks or difficulties. Without limiting the generality of the foregoing, Tenant covenants and agrees that unless Landlord shall specifically consent in writing, Tenant shall not bring into or use within the Premises in particular, any hazardous, toxic, or regulated waste, substance or material, as such items are from time to time determined by the federal or state environmental agencies or any Laws.

SECTION 6

ALTERATIONS AND INSTALLATIONS

(a) Except for interior, nonstructural, cosmetic alterations or cosmetic changes to the Premises that do not involve any roof, floor or wall penetration and that do not affect the structure of the Premises (the Decor Changes), Tenant shall not make material alterations, changes, or improvements to the Premises without the prior written approval of Landlord, which approval may be withheld, limited or conditioned, in Landlord's sole and absolute discretion. Tenant may not make any Decor Changes to the Premises without the prior written approval of Landlord, which approval Landlord agrees not to unreasonably withhold. Landlord may, in any event, impose such conditions or requirements upon the making of any Decor Changes that Landlord approves as Landlord reasonably deems appropriate.

(b) All alterations, improvements and additions to the Premises permitted to be made by Tenant shall be made in accordance with all Laws, and, except for removable trade fixtures, shall at once when made or installed be deemed to have attached to the free-hold and to have become the property of Landlord and shall remain for the benefit of Landlord at the end of the term or other expiration of this Lease in as good of order and condition as they were when installed, reasonable wear and tear accepted; provided, however, that if prior to the termination of this Lease or within fifteen (15) days thereafter, Landlord so directs, by notice to Tenant, Tenant shall

promptly remove the additions, improvements, fixtures and installations that were made to the Premises by Tenant and which are designated in said notice and Tenant shall repair any damage occasioned by the original installation thereof and/or such removal and restore the Premises to their original condition; and in default thereof, Landlord may effect said removals and repairs at Tenant's sole cost and expense.

SECTION 7 REPAIRS AND MAINTENANCE OF THE PREMISES

Landlord shall maintain and repair, as a part of operating costs, the standard plumbing, electrical, mechanical and utility systems serving the Premises, except to the extent that any maintenance or repair is necessitated by the act, failure to act, negligence, misuse or abuse by Tenant, in which event Landlord shall perform such maintenance and repair at Tenant's sole cost and expense. All other maintenance and repair to the Premises and the systems serving the Premises, so as to at all times cause the Premises to be in good condition and repair, shall be performed by Tenant, at Tenant's sole cost and expense, including, without limitation, all maintenance and repair of all interior glass and interior doors. Tenant, at Tenant's sole cost and expense, shall comply with, and shall keep the interior of the Premises in the condition required by all applicable Laws, as the same may be in effect from time to time, including, without limitation, Tenant making any repairs, alterations and replacements that are or may be necessary or appropriate to cause the interior of the Premises to comply with all Laws. Tenant shall permit no waste, damage, or injury to the Premises. At the expiration of the tenancy created hereunder, Tenant shall surrender the Premises to Landlord in the condition required in the Lease.

SECTION 8 INDEMNIFICATION AND INSURANCE

(a) Tenant will indemnify, defend and save Landlord harmless from and against any and all claims, actions, damages, liability, and expense in connection with any loss, damage, or injury to persons or property occurring in, on, or about, arising out of the Premises, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, contractors, customers, or employees.

(b) Tenant shall, at all times during the Term and during any other period that Tenant actually occupies any portion of the Premises, at its sole cost and expense, keep in full force and effect commercial general liability insurance with minimum combined single limit of One Million Dollars (\$1,000,000.00) on account of personal or bodily injuries to or the death of one (1) or more persons and on account of damage to property, naming Landlord and each mortgagee of Landlord of whom Tenant has notice (Mortgagee) as additional insured. Tenant shall deliver to Landlord prior to the Commencement Date or date Tenant first occupies the Premises, whichever is earlier, a certificate of insurance evidencing the coverage required herein. The policy shall provide that the insurer may not cancel the policy without at least thirty (30) days prior written notice to Landlord and to each Mortgagee.

(c) Tenant shall not carry on any activity in or about the Premises that will in any way cause an increase in the insurance rates for the Premises. Tenant shall pay, as Additional Rent, upon demand, any increases in such insurance rates resulting from its use of the Premises.

(d) Landlord and Tenant each agree to and hereby do waive all rights of recovery and causes of action against the other for damage to property (whether tangible or intangible, real or personal) caused by any of the perils coverable (whether or not covered) by so-called special form policy of casualty and/or contents insurance, with malicious mischief endorsements, whether or not such insurance is in effect, notwithstanding that any such damage or destruction may be due to the negligence of either party, or persons claiming under or through them. In addition, Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for damage to property, whether tangible or intangible, real or personal, sustained by, Tenant or any person claiming through Tenant resulting from any accident or occurrence in, about, or upon the Premises.

SECTION 8

SIGNS

Tenant shall be permitted to install the company business signage, directional signage, property address, business hours, parking signage and such other signage such as property security, loitering and other similar signage all as permitted by municipal ordinance at Tenant's sole expense, subject to Tenant obtaining any required signage permitting from the municipality. This signage may, at Tenant's option, be placed on the building, at the road, on building doors and/or windows, in the parking lot, at public road access points, all as permitted by municipal ordinance.

SECTION 9

ASSIGNMENT AND SUBLETTING

(a) Tenant shall not, without the prior written consent of Landlord in each instance, which consent may be arbitrarily withheld except as hereinafter provided: (i) assign, convey, mortgage or hypothecate this Lease or any interest therein; (ii) allow any transfer hereof or any lien upon Tenant's interest by operation of law; (iii) sublet or license the Premises or any part thereof; or (iv) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant or for any purpose other than as provided herein. Any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership or power to vote, on a cumulative basis, of a majority of its outstanding voting stock, ownership or partnership interests shall constitute an assignment for purposes of this Lease. Landlord agrees not to unreasonably withhold its consent to an assignment of this Lease pursuant to the sale of Tenant's entire business. Without limiting the provisions of this Section. Consent to any such assignment, conveyance or subletting by Landlord shall not operate as a waiver of the necessity for a consent to any subsequent assignment, conveyance or subletting and the terms of such consent shall be binding upon any person holding by, under or through Tenant. Any such consent shall not relieve Tenant from liability hereunder for the payment of Base Rent or Additional Rent or performance or observance of any of the terms and conditions of this Lease. If this Lease is assigned or if the Premises are sublet in whole or in part, then any option to extend the term of this Lease beyond the expiration of the then current portion of the Term shall be void and of no force or effect. Concurrently with any request for consent to assignment or subletting, Tenant shall deliver to Landlord the sum of Five Hundred Dollars (\$500.00) to compensate Landlord for legal and other costs in evaluating such request.

(b) In the event of any permitted assignment or subletting of this Lease by Tenant, fifty percent (50%) of any rent or other charges that Tenant receives, directly or indirectly, pursuant to any assignment or sublease in excess of the Base Rent and the Additional Rent otherwise payable pursuant to the Lease shall be paid to Landlord directly by the assignee or subtenant concurrently with the monthly installments of Base Rent.

SECTION 10
CASUALTY

(a) If the Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date the repair work is commenced (as determined by Landlord, in its reasonable discretion), Landlord shall notify Tenant within ninety (90) days after the happening of such destruction or injury whether Landlord will repair or rebuild. If Landlord elects not to repair or rebuild, this Lease shall be terminated. If Landlord elects to repair, then Tenant shall not be entitled to surrender possession of the Premises nor, except as provided in the last sentence of this Section 14(a), shall Tenant's liability to pay Base Rent and Additional Rent under this Lease cease without the mutual consent of the parties hereto; and Landlord shall repair the damage or injury with all reasonable speed once Landlord receives the insurance proceeds paid on account of such damage or destruction. If during such period Tenant shall be deprived of the use of all or any portion of the Premises, a proportionate allowance shall be made to Tenant from the Base Rent and the Additional Rent corresponding to the time during which and to the portion of the Premises of which Tenant shall be so deprived.

(b) If such destruction or injury cannot reasonably be repaired within one hundred eighty (180) days from the date the repair work commences (as determined by Landlord, in its sole discretion), Landlord shall notify Tenant within ninety (90) days after the happening of such destruction or injury whether Landlord will repair or rebuild. If Landlord elects not to repair or rebuild, this Lease shall be terminated without further liability to either party. If Landlord shall elect to repair or rebuild, Landlord shall specify the time within which such repairs or reconstruction will be completed, and Tenant shall have the right, within fifteen (15) days after the receipt of such notice, to terminate this Lease and any further liability hereunder. In the event Tenant does not elect to terminate this Lease, Landlord shall restore the Premises to the same condition as originally delivered to Tenant within the time specified in such notice, and Tenant's obligation to pay Base Rent or Additional Rent shall be abated to the extent provided in Section 14(a).

(c) In addition to all rights to cancel or terminate this Lease given to the parties in Sections 14(a), and (b) hereof, if the Premises are destroyed or damaged during the last year of the Term to the extent of fifty percent (50%) or more of the then value of the Premises, then Landlord shall have the right to cancel and terminate this Lease as of the date of such damage or destruction by giving notice thereof to Tenant within thirty (30) days after the date of said damage or destruction.

(d) Notwithstanding anything to the contrary contained in Sections 14(a), (b) or (c) hereof, Landlord may cancel this Lease with no further liability to Tenant if, following destruction or injury to the Premises, any Mortgagee elects to require Landlord to apply any insurance proceeds paid to Landlord as a result of the casualty to reduce any debt secured.

SECTION 11
CONDEMNATION

(a) If the entire Premises shall be taken by condemnation or right of eminent domain, or voluntarily conveyed under threat thereof, then this Lease shall terminate as of the day possession shall be taken by the taking authority, and Landlord and Tenant shall be released from any additional liability hereunder thereafter accruing. If only a portion of the Premises shall be taken

by condemnation or right of eminent domain or voluntarily conveyed under threat thereof, and if the portion so taken or conveyed renders the balance unsuitable for the purpose of this Lease, either Landlord or Tenant shall be entitled to terminate this Lease, such termination to become effective as of the day possession shall be taken or conveyed, provided thirty (30) days written notice of such termination is given to the other party. If in such case this Lease is not terminated, then Landlord agrees to restore the Premises with reasonable speed to an architectural unit as nearly like its condition prior to such taking or conveyance as shall be practicable, and if during and/or after the work of restoration, Tenant is deprived of the use of all or a part of the Premises, a proportionate reduction of Base Rent and Additional Rent corresponding to the time during which and the portion of the Premises of which Tenant is so deprived shall be granted by Landlord.

(b) All damages awarded in connection with the taking or conveyance of the Premises, whether allowed as compensation for diminution in value to the leasehold or to the fee of the Premises, shall belong to Landlord. Notwithstanding the foregoing, solely to the extent that there is a separately awarded, specifically identifiable allocation therefor by the taking authority, Tenant shall be entitled to make a separate claim against the condemning or taking authority for damage to merchandise and fixtures, and for removal, re-installation, and moving expenses.

(c) Notwithstanding anything to the contrary contained in Sections 15(a) or (b) hereof, Landlord may cancel this Lease with no further liability to Tenant if, following a taking by condemnation or right of eminent domain, any Mortgagee elects to require Landlord to apply any proceeds paid to Landlord as a result of the condemnation or eminent domain proceedings to reduce any debt secured.

SECTION 12 LANDLORD'S REMEDIES UPON DEFAULT

(a) If Tenant shall at any time:

(i) be in default in the payment of Base Rent, Additional Rent, or other sums of money required to be paid by Tenant, and Tenant shall fail to remedy such default within five (5) days after written or verbal notice that the same is past due;

(ii) be in default in the performance of any other covenant, term, condition, provision, rule, or regulation of this Lease, and fail to remedy such default within fifteen (15) days after receipt of written notice thereof [but Tenant shall not be deemed to be in default if such default cannot reasonably be cured within fifteen (15) days but Tenant commences in good faith to remedy said default within said fifteen (15) day period and diligently and in good faith proceeds therewith to remedy same with all due diligence];

(iii) commit waste upon the Premises;

(iv) substantially vacate the Premises or fail to continuously substantially occupy and conduct its business, in good faith, at the Premises; or

(v) become insolvent or make an assignment for the benefit of creditors, or if a receiver or trustee of Tenant's property shall be appointed, or if proceedings under any chapter of the United States Bankruptcy Code shall be instituted by or against Tenant and shall not be dismissed within sixty (60) days after being filed, or if any event shall happen

which, aside from this provision, would cause any assignment or devolution of Tenant's interest or occupancy hereunder by operation of law;

then, in any such event, Landlord, in addition to all other rights and remedies given to Landlord at law or in equity, Tenant shall be obligated to repay to Landlord, in full, all allowances, concessions, free rent, commissions and inducements that Landlord provided or paid pursuant to or in connection with this Lease, including, without limitation, moving allowances, architectural and/or space planning fees, and improvement allowances, and Landlord may further, by written notice to Tenant, terminate this Lease, or without terminating this Lease, re-enter the Premises by summary proceedings or otherwise. In any event, Landlord may dispossess Tenant, it being the understanding between the parties that under no circumstances is this Lease to be an asset for Tenant's creditors by operation of law or otherwise.

In the event of re-entry, Landlord may relet the Premises without being obligated to do so, and in the event of a reletting, shall apply the rent therefrom first to the payment of Landlord's costs and expenses (including reasonable attorneys' fees incurred in the reletting and/or by reason of Tenant's default and the expense of reletting, including, without limitation, repairs, renovation, or alteration of the Premises and payment of any broker's commission), then to the amount of all allowances, concessions, free rent, commissions and inducements that Landlord provided or paid pursuant to or in connection with this Lease, and then to the amount of Base Rent, Additional Rent, and all other sums due from Tenant hereunder, Tenant remaining liable for all other sums due from Tenant hereunder and for any deficiency plus interest at the Default Rate from the time of the expenditure by Landlord until payment in full by Tenant. Any and all such deficiencies shall be payable by Tenant monthly on the date herein provided for the payment of Base Rent.

(b) In the event of a default not timely cured by Tenant of any of the terms, provisions, covenants, conditions, rules or regulations of this Lease, Landlord shall have the right to invoke any remedy permitted to Landlord at law or in equity, including the right to terminate this Lease at any time prior to such default being cured. Such remedies also shall include the right to cure such default at the cost and expense of Tenant, as well as the right to sue immediately for any and all damages, including immediate payment of all Base Rent and Additional Rent for the remainder of the Term and the right to recoup the full amount of all allowances, concessions, free rent, commissions and inducements that Landlord provided or paid pursuant to or in connection with this Lease. No termination of this Lease and no taking or recovery of possession of the Premises shall deprive Landlord of any of its remedies or actions against Tenant and Tenant shall remain liable for all past and future Base Rent, Additional Rent, and all other charges payable by Tenant under this Lease, during and for the balance of the Term. The bringing of any action for rent or other default shall not be construed as a waiver by Landlord of the right to obtain possession of the Premises or as an election of remedies. If Landlord cures any default of Tenant, then, within five (5) days after demand by Landlord, Tenant shall reimburse Landlord for the cost and expense thereof, with interest at the Default Rate from the time of such expenditure by Landlord to the time of payment in full by Tenant.

(c) If suit shall be brought for recovery of possession of the Premises, for the recovery of rent, or for any other amount due under this Lease, or because of the breach of any other covenant of Tenant hereunder, and breach shall be established, Tenant shall pay to Landlord all costs and expenses incurred therefor, including reasonable attorney's fees, plus interest at the Default Rate from the time of payment by Landlord until repayment in full by Tenant.

(d) Notwithstanding anything in this Lease to the contrary, if Tenant fails to pay any amount payable by Tenant hereunder within five (5) days of the original due date two (2) times in any twelve (12) month period, irrespective of whether such failures are thereafter cured or remedied, then the third (3rd) or any subsequent failure to pay any amount within five (5) days of the original due date shall be deemed, at the option of Landlord, a noncurable default; in which event Tenant shall have no right to cure or remedy same and Landlord may exercise any rights available to Landlord hereunder or at law or in equity without giving Tenant notice of such failure or the opportunity to cure or remedy same.

(e) All rights and remedies provided herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive such party's right to the exercise of any or all of the other available rights and remedies. Notwithstanding anything in this Lease to the contrary, in the event of any default by Tenant under this Lease, Tenant agrees that Landlord has no duty or obligation to mitigate Landlord's damages pursuant to this Lease and that nothing herein contained shall be construed as imposing upon Landlord any duty or obligation to mitigate Landlord's damages. Without limiting the generality of the foregoing, Tenant agrees that the failure of Landlord to attempt to relet, to relet, or if relet, to collect rent or other charges under such reletting shall not release, reduce or otherwise affect Tenant's liability for Landlord's damages pursuant to this Lease.

SECTION 13

DISCHARGE OF LIENS AND TENANT'S INABILITY TO BIND LANDLORD

Tenant shall not do or suffer anything to be done whereby the Premises or any part thereof may be encumbered by any liens of mechanics, laborers, or materialmen, chattel mortgages or any other liens. Furthermore, Tenant shall have no authority to create any lien for labor or material on or against the Premises or of Landlord's interest therein. Tenant shall, whenever and as often as any such liens are filed purporting to be for labor or material furnished or to be furnished to Tenant, discharge the same of record within ten (10) days after the date of filing by payment, bonding or otherwise, as provided by law. Tenant, upon reasonable notice and request in writing from Landlord, shall also defend for Landlord, at Tenant's sole cost and expense, any action, suit, or proceeding which may be brought on or for the enforcement of any such lien. Tenant shall pay any damages and satisfy and discharge any judgments entered in such action, suit, or proceeding and save harmless the Landlord from any liability, claim, or damages resulting therefrom. In default of Tenant procuring the discharge, as aforesaid, of any such lien, Landlord may, with ten (10) days prior notice, procure the discharge thereof by bonding or payment or otherwise, and all costs and expenses incurred by Landlord in obtaining such discharge, together with interest at the Default Rate from the time of such expenditure by Landlord, shall be paid by Tenant within ten (10) days after notice from Landlord of the amount thereof.

SECTION 14

LIABILITY OF LANDLORD

If Landlord shall fail to perform any covenant, term, or condition required under this Lease and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment against the right, title, and interest of Landlord in the Premises., as the same may then be encumbered, and neither Landlord nor any of its members/officers, shall be personally liable for any deficiency. In no event shall Tenant have any right to execute against any property of Landlord other than Landlord's interest in the

Premises, as the same may be encumbered. Such right of execution shall be subordinate and subject to any mortgage or other encumbrance upon the Premises. In the event of the sale or other transfer of Landlord's right, title, and interest in the Premises, provided that the transferee assumes or becomes responsible for Landlord's obligations thereafter accruing, Landlord shall be released from all liability and obligations hereunder accruing after the date of such sale or other transfer.

If the holder of record of any mortgage covering the Premises shall have given prior written notice to Tenant that it is the holder of said mortgage and such notice includes the address at which notices to such Mortgagee are to be sent, then Tenant agrees to give to the holder of record of such mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided and agrees that the holder of record of such mortgage shall have the right, within sixty (60) days after receipt of said notice, to correct or remedy such default before Tenant may take any action under this Lease by reason of such default.

SECTION 15 RIGHTS OF LANDLORD

(a) Landlord reserves the right at all reasonable times, by itself or by its duly authorized agents, to go upon and inspect the Premises and every part thereof, and at its option to make repairs, alterations, and additions to the Premises.

(b) If Landlord shall make any payments that are Tenant's obligations hereunder, any amounts so paid by Landlord shall be due and payable to Landlord by Tenant, with interest at the Default Rate at the time specifically set forth in this Lease, or absent such specified time, with the next installment of Base Rent due thereafter under this Lease.

(c) Landlord reserves the following rights:

(i) to change: (1) the street address of the Premises; (2) the name of the Premises; and (3) the arrangement, size, design or location of entrances, passageways, doors, doorways, corridors, toilets or other common areas of the Premises without liability to Tenant;

(ii) to designate all sources furnishing signs, sign painting, lettering, vending machines, towel or toilet supplies, electricity, gas, telephone service, cable service or any other utilities or similar type services required in the Premises;

(iii) at any time or times Landlord, either voluntarily or pursuant to governmental requirement, may, at Landlord's expense, make repairs, alterations or improvements in or to the Premises or any part thereof, and during such times temporarily close entrances, doors, corridors or other common area facilities; and

(v) to charge Tenant any cost or expense (including overtime or premium costs incurred by Landlord) if repairs, alterations, decorating or other work in the Premises are, at Tenant's request, not made during ordinary business hours.

Landlord may exercise all or any of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use and occupancy, without being liable in any manner to Tenant, and without elimination or abatement of Base Rent or Additional Rent, or payment of other compensation, and such acts shall in no way affect this Lease.

(d) If, during the last ninety (90) days of the term of this Lease, Tenant shall have removed all or substantially all of Tenant's property from the Premises, Landlord may immediately enter and alter, renovate or redecorate the Premises without elimination or abatement of Base Rent, Additional Rent or other compensation and such action shall have no effect on this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, supervision or repair of the Premises except in this Lease otherwise provided.

SECTION 16 MORTGAGE SUBORDINATION AND ESTOPPEL LETTER

(a) Tenant understands, acknowledges and agrees that this Lease is and shall be subordinate to any mortgage, ground lease or other lien now existing or hereafter placed on or affecting the Premises or any part thereof, and to any renewals, refinancing or extensions and to all advances made or hereafter to be made upon the security thereof. This provision shall be self-operative and no further instrument of subordination shall be required by any Mortgagee or lender. However, Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage or other lien now existing or hereafter placed upon the Premises. Furthermore, Tenant agrees, within ten (10) days after demand or request of any party in interest, to execute any instruments or certificates required to carry out the intent hereof.

(b) Notwithstanding Section 20(a) hereof, any Mortgagee may at any time subordinate the lien of its mortgage to the operation and effect of this Lease without obtaining Tenant's consent thereto by giving Tenant written notice thereof, in which event this Lease shall be deemed to be senior to such mortgage without regard to the respective dates of execution, delivery, and/or recordation among the land records of the county in which the Premises is located, and thereafter such Mortgagee shall have the same rights under this Lease as it would have had were this Lease executed and delivered before the recording of such mortgage.

(c) Tenant shall, within ten (10) days of request by Landlord, execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default) and further stating such other matters as Landlord or its Mortgagee(s) shall reasonably require.

(d) The terms of this Lease are subject to approval by Mortgagee or any other lender(s) of Landlord and such approval is a condition precedent to Landlord's obligations hereunder.

(e) Tenant hereby attorns to any assignee or transferee of Landlord (the Assignee). This attornment shall be effective immediately upon the acquisition by the Assignee of title to the Premises without the execution of any further instruments; provided however, that Tenant shall execute such further evidences of attornment as the Assignee shall request. Assignee, at its option,

may accept or reject any such attornment. This attornment shall not be terminated by a foreclosure on the Premises.

SECTION 18
NO WAIVER

No waiver of any of the terms, covenants, provisions, conditions, rules, and regulations imposed or required by this Lease, and no waiver of any legal or equitable relief or remedy shall be implied by the failure of a party to assert any rights or to declare any forfeiture, or for any other reason. No waiver of any of said terms, provisions, covenants, rules, and regulations shall be valid unless it shall be in a writing signed by the party being charged with the alleged waiver. No waiver of any pledge of this Lease or the forgiveness of performance of any one or more of the terms, provisions, conditions, rules, and regulations of this Lease may be claimed or pleaded by Tenant to excuse a subsequent pledge or failure of performance of any other terms, provisions, conditions, covenants, rules, and regulations of this Lease.

SECTION 19
VACATION OF PREMISES

Tenant shall deliver and surrender to Landlord possession of the Premises, and all fixtures permanently attached to the Premises during the Term, upon the expiration of the Term or the termination of this Lease in any other way, broom clean and in as good condition and repair (ordinary wear and tear and insured casualty excepted) as existed on the Commencement Date; provided, however, that upon Landlord's request, Tenant shall remove all improvements and alterations made by Tenant and all fixtures and equipment affixed to the Premises by Tenant, and restore the Premises to the condition required hereby at Tenant's sole expense. Such removal shall be performed prior to the earlier of the end of the Term or the date Tenant is required to vacate the Premises.

SECTION 20
MEMORANDUM OF LEASE

This Lease shall not be recorded, but either party may record a Memorandum of Lease in which shall be described the property herein demised and the Term, and which shall refer to this Lease. The party requesting that the Memorandum of Lease be recorded shall prepare, and pay all costs of recording, the Memorandum of Lease, and the other party agrees to execute at any and all times such instruments as may be reasonably required for such recording.

SECTION 21
NOTICES

Any notices or consents required to be given by or on behalf of either party upon the other shall be in writing and shall be personally delivered or given by confirmed telecopy, by any nationally recognized next day delivery service, or by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the parties at the addresses noted above or at such other address as may be specified from time to time by either party in a writing delivered to the other party. Notice shall be deemed given upon the earlier of when received or two (2) postal delivery days following the date such notice is mailed as herein specified.

SECTION 22
APPLICABLE LAW AND CONSTRUCTION

The laws of the State of Michigan shall govern the validity, performance, enforcement, and interpretation of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and becomes effective only upon execution and delivery thereof by Landlord and Tenant. This Lease sets forth the entire agreement of the parties and all negotiations, considerations, representations, and understandings between the parties are incorporated herein and may be modified or altered only by agreement in writing between the parties.

SECTION 23
FORCE MAJEURE

If either party shall be delayed, hindered in, or prevented from the performance of, any act required hereunder by reason of strikes, lockouts, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or by any other reason of a like nature not the fault of such party, then such performance shall be excused for the period of the delay and the period of performance shall be extended for a period equivalent to the period of such delay; except that in no event shall the provisions of this Section excuse or delay the time for the payment of any monies required to be paid hereunder by Tenant.

SECTION 24
NO PARTNERSHIP

Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of Tenant's business or otherwise, a joint venturer, or a member of a joint enterprise with Tenant, by virtue of this Lease.

SECTION 25
QUIET ENJOYMENT

Landlord hereby covenants and agrees that if Tenant shall perform all of its covenants and agreements hereunder, Tenant shall at all times during the Term have quiet enjoyment of the Premises without any manner of hindrance from Landlord or anyone lawfully claiming through Landlord.

SECTION 26
HOLDING OVER

If at the expiration of the Term or of any renewal thereof Tenant continues to occupy the Premises, such holding over shall not constitute a renewal of this Lease, but Tenant shall be a tenant from month to month. In the event of any holding over by Tenant, the agreed Base Rent during any holdover period shall be two (2) times the highest Base Rent payable pursuant to this Lease. In addition, Tenant hereby acknowledges and agrees that Tenant shall not have any right to hold over and that if Landlord incurs or suffers any loss, cost, expense or damage as a direct or indirect result, in whole or in part, of any holding over by Tenant, Tenant shall be liable and responsible for same, including, without limitation, any loss, cost, expense or damage that Landlord may incur by reason of not having the Premises timely available for construction for or by, or for delivery to a new tenant.

SECTION 27 CAPTIONS

Any paragraph or section titles or captions contained in this Lease are for convenience only and shall not be deemed a part of the context of this Lease.

SECTION 28 VARIATION IN PRONOUNS

All of the terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number and any other gender, as the context or sense of this Lease or any sections, paragraph or clause hereof may require, the same as if such words had been fully and properly written in the number and gender so required.

SECTION 29 JURY WAIVER

Landlord and Tenant each hereby waives any right to a trial by jury, at law or in equity, in any action, proceeding or counterclaim brought by either of the parties to this Lease against the other on any matter or matters whatsoever arising out of or in any way connected with or related to this Lease, the relationship of or between Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim for loss, injury or damage, howsoever the same may be couched or characterized, arising out of, in connection with or relating to any alleged breach, negligence, intentional misconduct, failure to perform, fraud, misrepresentation, or the like and Landlord and Tenant each agrees that any such action, proceeding or counterclaim shall be tried before a court and not before a jury. If Landlord commences any action or proceeding under this Lease including, without limitation, any action or proceeding for recovery of rent or other charges or for recovery of possession of the Premises, then Tenant shall not have the right, and Tenant hereby covenants and agrees not to interpose any counterclaim of any nature or description in any such action or proceeding; provided, however, that the foregoing shall not be construed as a waiver of Tenant's right to assert such claim in a separate action or proceeding instituted by Tenant, which separate action or proceeding may not be consolidated with the action or proceeding by Landlord unless Landlord consents in writing to such consolidation.

SECTION 30 COMPLETE AGREEMENT

This Lease contains the entire agreement between the parties hereto, and no agent, representative, salesperson or officer of Landlord hereto has authority to make or has made any statement, agreement or representation, oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modifications of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth by their respective signatures.

LANDLORD:

MD-3990, LLC

By: [Signature]

Its: CEO

Dated: 11/17/2020

TENANT:

MD II Holdings, LLC

By: [Signature]

Its: CEO

Dated: 11/17/2020

STATE OF MICHIGAN)
) SS:

COUNTY OF CUYAHOGA)

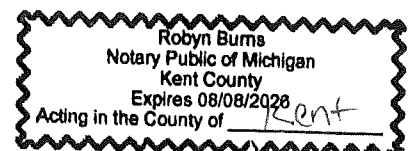
The foregoing instrument was acknowledged before me, a Notary Public, this 17th day of November, 2020 by MD-3900, LLC, by Jordan Notenhorn, its CEO, who acknowledged that the same was his free act and deed in such capacity and the free act and deed of said limited liability company.

[Signature]
Notary Public

[SEAL]

expires: 08/2026

My commission



LEASE
BETWEEN
MD-3990, LLC
AND
MD II HOLDINGS, LLC

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 PREMISES	... 1
SECTION 2 TERM	... 1
SECTION 3 BASE RENT AND SECURITY DEPOSIT	... 2
SECTION 4 ADDITIONAL RENT	... 3
SECTION 5 USE	... 5
SECTION 6 ALTERATIONS AND INSTALLATIONS	... 5
SECTION 7 REPAIRS AND MAINTENANCE OF THE PREMISES	... 7
SECTION 8 INDEMNIFICATION AND INSURANCE	... 7
SECTION 9 SIGNS	... 8
SECTION 10 ASSIGNMENT AND SUBLETTING	... 8
SECTION 11 CASUALTY	... 8
SECTION 12 CONDEMNATION	... 9
SECTION 13 LANDLORDS REMEDIES UPON DEFAULT	. 10
SECTION 14 DISCHARGE OF LIENS AND TENANTS INABILITY TO BIND LANDLORD	. 11
SECTION 15 LIABILITY OF LANDLORD	. 12
SECTION 16 RIGHTS OF LANDLORD	. 12
SECTION 17 MORTGAGE SUBORDINATION AND ESTOPPEL LETTER	. 13
SECTION 18 NO WAIVER	. 14
SECTION 19 VACATION OF PREMISES	. 14
SECTION 20 MEMORANDUM OF LEASE	. 14
SECTION 21 NOTICES	. 14
SECTION 22 APPLICABLE LAW AND CONSTRUCTION	. 14
SECTION 23 FORCE MAJEURE	. 15
SECTION 24 NO PARTNERSHIP	. 15
SECTION 25 QUIET ENJOYMENT	. 15
SECTION 26 HOLDING OVER	. 15
SECTION 27 CAPTIONS	. 16
SECTION 28 VARIATION IN PRONOUNS	. 16
SECTION 29 JURY WAIVER	. 16
SECTION 30 COMPLETE AGREEMENT	. 16
SIGNATURES	. 17

LEASE

WITNESSETH:

SECTION 1 PREMISES

This Lease Agreement dated this 1st day of October, 2021 (the "Effective Date") by and between MD-3900, LLC a Michigan Limited Liability Company ("Landlord") and MD II Holdings, LLC a Delaware limited liability company ("Tenant") whereby Landlord agrees to rent to Tenant and Tenant agrees to lease from Landlord in consideration of the covenants and agreements hereinafter contained certain space known as Suite A which is approximately 25,000 RSF (the "Premises"). The Premises will be located in a facility located at 6155 EAST PARIS AVE SE CALEDONIA, MI 49316 (the "Property").

SECTION 2 TERM

(a) The term of this Lease shall commence on the Effective Date, which shall be the later of October 1, 2021 or when construction on the Property and Premises are complete if such date is after October 1, 2021 and shall continue until 12:00 noon on the Expiration Date (as hereinafter defined) ("Term"), unless this Lease is sooner terminated under any other provision of this Lease.

(b) The Expiration Date means October 31, 2028. However, at the end of each lease year, the Term will be extended for an additional year if Landlord has not received written notice of cancellation from Tenant prior to ninety (90) days before the end of such lease year. For example, if Tenant does not provide Landlord with notice of Tenant's intent to cancel the lease prior to August 2, 2022, the Expiration Date shall automatically extend until October 31, 2029.

SECTION 3 BASE RENT AND SECURITY DEPOSIT

(a) Subject to adjustment pursuant to Section 3(e), during the Term, Tenant shall pay to Landlord, without demand and without any deduction or setoff, Base Rent for the Premises as follows: \$6.95 per rentable square foot plus NNN. The Base Rent for each Lease year during the Term hereof subsequent to the first Lease year shall be increased in the same amount of any increase in the Consumer Price Index during the preceding Lease year. Such increase shall be calculated by multiplying the annual Base Rent by a fraction whose numerator is the Consumer Price Index for the twelfth month of the preceding Lease year and whose denominator is the Consumer Price Index for the first month of such Lease year. In no event shall the Base Rent be decreased due to changes in the Consumer Price Index. For purposes hereof "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982-84=100). Tenant and Landlord acknowledge that, except as otherwise provided to the contrary in this Lease, it is their intent and agreement that this Lease be a "TRIPLE NET" lease and that as such, the provisions contained in this Lease are intended to pass on to Tenant or reimburse Landlord for the costs and expenses reasonably associated with this Lease, the Building and the Project, and Tenant's

operation therefrom. To the extent such costs and expenses payable by Tenant cannot be charged directly to, and paid by, Tenant, such costs and expenses shall be paid by Landlord but reimbursed by Tenant as Additional Rent.

(b) Any installment of Base Rent or Additional Rent (as hereinafter defined) not received by Landlord within five (5) days after the same first becomes due shall bear interest at the rate of ten percent (10%) per annum from the original due date until paid (the Default Rate); provided, however, that in no event shall such rate exceed the rate allowable by law. In addition, Tenant shall pay to Landlord a one (1) time late charge per late installment equal to One Hundred and 00/100ths dollars (\$100.00) of any amount not paid within five (5) days of the original due date. The parties agree that this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of the late charge by Landlord shall neither constitute a waiver of Tenant's default with respect to the overdue amount nor prevent Landlord's exercising any other rights available hereunder, at law or in equity.

(c) Every demand for Base Rent or Additional Rent wherever and whenever made shall have the same effect as if made at the time it falls due and at the place of payment. After the service of any notice or commencement of any suit or final judgment therein, Landlord may receive and collect any Base Rent or Additional Rent due, and such collection or receipt shall not operate as a waiver of or otherwise affect such notice, suit, or judgment.

(d) Upon execution of this Lease, Tenant shall deposit with Landlord a Security Deposit equal to two (2) month's rent to be held by Landlord during the Term pursuant to Section 3 hereof. The Security Deposit shall be held by Landlord, without interest, as security for the performance by Tenant of Tenant's covenants and obligations under this Lease; it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Landlord may, in its sole discretion, from time to time without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any default under this Lease or to satisfy any other covenant or obligation of Tenant hereunder. Landlord needs to provide notice if this occurs. If Tenant defaults of any material term, covenant, or condition on Tenant's part to be performed, then, within ten (10) days after demand by Landlord, Tenant shall increase the amount of the Security Deposit to an amount equal to one fourth (1/4 th) of the annual Base Rent then in effect, provided tenant has been notified and has had an opportunity to cure. Further, following any application of the Security Deposit by Landlord, Tenant shall pay to Landlord, on demand, the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant after deducting therefrom any unpaid obligation of Tenant to Landlord as may arise under this Lease, including, without limitation, the obligation to restore the Premises

SECTION 4 ADDITIONAL RENT

(a) All sums payable by Tenant under this Lease other than Base Rent are "Additional Rent"; the term "Rent" includes both Base Rent and Additional Rent. Landlord will estimate in advance and charge to Tenant the following costs ("Total Operating Costs"), which Tenant will pay with the Base Rent on a monthly basis throughout the Occupancy Period: (a) all Real Property Taxes for which Tenant is liable hereunder; (b) all utility costs (to the extent utilities are not separately metered) for which Tenant is liable hereunder; (c) all insurance premiums for which Tenant is liable hereunder; and (d) all Operating Expenses for which Tenant is liable hereunder, if

any. Landlord may adjust its estimates of Total Operating Costs at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments will be effective as of the next Rent payment date after notice to Tenant. "Occupancy Period" means the period from the time Tenant first enters the Premises, throughout the Lease Term and thereafter as long as Tenant remains in the Premises. After the end of each fiscal year during the Term, Landlord will deliver to Tenant a statement setting forth, in reasonable detail, the Total Operating Costs paid or incurred by Landlord during the preceding fiscal year. Within thirty (30) days after Tenant's receipt of such statement, there will be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be).

SECTION 5

USE

(a) The Premises may be occupied and used solely for general, non-retail, non-medical business purposes, and for no other purpose.

(b) Tenant, at Tenant's sole cost and expense, shall use and occupy the Premises in accordance with all governmental laws, ordinances, rules, and regulations, including, without limitation, the so-called Americans with Disabilities Act (collectively, Laws). Tenant shall not use, or allow the Premises to be used, for any purposes other than those specified herein and shall not use the Premises, or permit them to be used, for any unlawful, disreputable, or immoral purpose, in any way that might injure the reputation of the Premises or in any way that would cause or result in any environmental concerns, risks or difficulties. Without limiting the generality of the foregoing, Tenant covenants and agrees that unless Landlord shall specifically consent in writing, Tenant shall not bring into or use within the Premises in particular, any hazardous, toxic, or regulated waste, substance or material, as such items are from time to time determined by the federal or state environmental agencies or any Laws.

SECTION 6

ALTERATIONS AND INSTALLATIONS

(a) Except for interior, nonstructural, cosmetic alterations or cosmetic changes to the Premises that do not involve any roof, floor or wall penetration and that do not affect the structure of the Premises (the Decor Changes), Tenant shall not make material alterations, changes, or improvements to the Premises without the prior written approval of Landlord, which approval may be withheld, limited or conditioned, in Landlord's sole and absolute discretion. Tenant may not make any Decor Changes to the Premises without the prior written approval of Landlord, which approval Landlord agrees not to unreasonably withhold. Landlord may, in any event, impose such conditions or requirements upon the making of any Decor Changes that Landlord approves as Landlord reasonably deems appropriate.

(b) All alterations, improvements and additions to the Premises permitted to be made by Tenant shall be made in accordance with all Laws, and, except for removable trade fixtures, shall at once when made or installed be deemed to have attached to the free-hold and to have become the property of Landlord and shall remain for the benefit of Landlord at the end of the term or other expiration of this Lease in as good of order and condition as they were when installed, reasonable wear and tear accepted; provided, however, that if prior to the termination of this Lease or within fifteen (15) days thereafter, Landlord so directs, by notice to Tenant, Tenant shall promptly remove the additions, improvements, fixtures and installations that were made to the

Premises by Tenant and which are designated in said notice and Tenant shall repair any damage occasioned by the original installation thereof and/or such removal and restore the Premises to their original condition; and in default thereof, Landlord may effect said removals and repairs at Tenant's sole cost and expense.

SECTION 7 REPAIRS AND MAINTENANCE OF THE PREMISES

Landlord shall maintain and repair, as a part of operating costs, the standard plumbing, electrical, mechanical and utility systems serving the Premises, except to the extent that any maintenance or repair is necessitated by the act, failure to act, negligence, misuse or abuse by Tenant, in which event Landlord shall perform such maintenance and repair at Tenant's sole cost and expense. All other maintenance and repair to the Premises and the systems serving the Premises, so as to at all times cause the Premises to be in good condition and repair, shall be performed by Tenant, at Tenant's sole cost and expense, including, without limitation, all maintenance and repair of all interior glass and interior doors. Tenant, at Tenant's sole cost and expense, shall comply with, and shall keep the interior of the Premises in the condition required by all applicable Laws, as the same may be in effect from time to time, including, without limitation, Tenant making any repairs, alterations and replacements that are or may be necessary or appropriate to cause the interior of the Premises to comply with all Laws. Tenant shall permit no waste, damage, or injury to the Premises. At the expiration of the tenancy created hereunder, Tenant shall surrender the Premises to Landlord in the condition required in the Lease.

SECTION 8 INDEMNIFICATION AND INSURANCE

(a) Tenant will indemnify, defend and save Landlord harmless from and against any and all claims, actions, damages, liability, and expense in connection with any loss, damage, or injury to persons or property occurring in, on, or about, arising out of the Premises, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, contractors, customers, or employees.

(b) Tenant shall, at all times during the Term and during any other period that Tenant actually occupies any portion of the Premises, at its sole cost and expense, keep in full force and effect commercial general liability insurance with minimum combined single limit of One Million Dollars (\$1,000,000.00) on account of personal or bodily injuries to or the death of one (1) or more persons and on account of damage to property, naming Landlord and each mortgagee of Landlord of whom Tenant has notice (Mortgagee) as additional insured. Tenant shall deliver to Landlord prior to the Commencement Date or date Tenant first occupies the Premises, whichever is earlier, a certificate of insurance evidencing the coverage required herein. The policy shall provide that the insurer may not cancel the policy without at least thirty (30) days prior written notice to Landlord and to each Mortgagee.

(c) Tenant shall not carry on any activity in or about the Premises that will in any way cause an increase in the insurance rates for the Premises. Tenant shall pay, as Additional Rent, upon demand, any increases in such insurance rates resulting from its use of the Premises.

(d) Landlord and Tenant each agree to and hereby do waive all rights of recovery and causes of action against the other for damage to property (whether tangible or intangible, real or personal) caused by any of the perils coverable (whether or not covered) by so-called special form policy of casualty and/or contents insurance, with malicious mischief endorsements, whether or not such insurance is in effect, notwithstanding that any such damage or destruction may be due to the negligence of either party, or persons claiming under or through them. In addition, Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for damage to property, whether tangible or intangible, real or personal, sustained by, Tenant or any person claiming through Tenant resulting from any accident or occurrence in, about, or upon the Premises.

SECTION 8 SIGNS

Tenant shall be permitted to install the company business signage, directional signage, property address, business hours, parking signage and such other signage such as property security, loitering and other similar signage all as permitted by municipal ordinance at Tenant's sole expense, subject to Tenant obtaining any required signage permitting from the municipality. This signage may, at Tenant's option, be placed on the building, at the road, on building doors and/or windows, in the parking lot, at public road access points, all as permitted by municipal ordinance.

SECTION 9 ASSIGNMENT AND SUBLETTING

(a) Tenant shall not, without the prior written consent of Landlord in each instance, which consent may be arbitrarily withheld except as hereinafter provided: (i) assign, convey, mortgage or hypothecate this Lease or any interest therein; (ii) allow any transfer hereof or any lien upon Tenant's interest by operation of law; (iii) sublet or license the Premises or any part thereof; or (iv) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant or for any purpose other than as provided herein. Any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership or power to vote, on a cumulative basis, of a majority of its outstanding voting stock, ownership or partnership interests shall constitute an assignment for purposes of this Lease. Landlord agrees not to unreasonably withhold its consent to an assignment of this Lease pursuant to the sale of Tenant's entire business. Without limiting the provisions of this Section. Consent to any such assignment, conveyance or subletting by Landlord shall not operate as a waiver of the necessity for a consent to any subsequent assignment, conveyance or subletting and the terms of such consent shall be binding upon any person holding by, under or through Tenant. Any such consent shall not relieve Tenant from liability hereunder for the payment of Base Rent or Additional Rent or performance or observance of any of the terms and conditions of this Lease. If this Lease is assigned or if the Premises are sublet in whole or in part, then any option to extend the term of this Lease beyond the expiration of the then current portion of the Term shall be void and of no force or effect. Concurrently with any request for consent to assignment or subletting, Tenant shall deliver to Landlord the sum of Five Hundred Dollars (\$500.00) to compensate Landlord for legal and other costs in evaluating such request.

(b) In the event of any permitted assignment or subletting of this Lease by Tenant, fifty percent (50%) of any rent or other charges that Tenant receives, directly or indirectly, pursuant to any assignment or sublease in excess of the Base Rent and the Additional Rent otherwise payable pursuant to the Lease shall be paid to Landlord directly by the assignee or subtenant concurrently with the monthly installments of Base Rent.

SECTION 10
CASUALTY

(a) If the Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date the repair work is commenced (as determined by Landlord, in its reasonable discretion), Landlord shall notify Tenant within ninety (90) days after the happening of such destruction or injury whether Landlord will repair or rebuild. If Landlord elects not to repair or rebuild, this Lease shall be terminated. If Landlord elects to repair, then Tenant shall not be entitled to surrender possession of the Premises nor, except as provided in the last sentence of this Section 14(a), shall Tenant's liability to pay Base Rent and Additional Rent under this Lease cease without the mutual consent of the parties hereto; and Landlord shall repair the damage or injury with all reasonable speed once Landlord receives the insurance proceeds paid on account of such damage or destruction. If during such period Tenant shall be deprived of the use of all or any portion of the Premises, a proportionate allowance shall be made to Tenant from the Base Rent and the Additional Rent corresponding to the time during which and to the portion of the Premises of which Tenant shall be so deprived.

(b) If such destruction or injury cannot reasonably be repaired within one hundred eighty (180) days from the date the repair work commences (as determined by Landlord, in its sole discretion), Landlord shall notify Tenant within ninety (90) days after the happening of such destruction or injury whether Landlord will repair or rebuild. If Landlord elects not to repair or rebuild, this Lease shall be terminated without further liability to either party. If Landlord shall elect to repair or rebuild, Landlord shall specify the time within which such repairs or reconstruction will be completed, and Tenant shall have the right, within fifteen (15) days after the receipt of such notice, to terminate this Lease and any further liability hereunder. In the event Tenant does not elect to terminate this Lease, Landlord shall restore the Premises to the same condition as originally delivered to Tenant within the time specified in such notice, and Tenant's obligation to pay Base Rent or Additional Rent shall be abated to the extent provided in Section 14(a).

(c) In addition to all rights to cancel or terminate this Lease given to the parties in Sections 14(a), and (b) hereof, if the Premises are destroyed or damaged during the last year of the Term to the extent of fifty percent (50%) or more of the then value of the Premises, then Landlord shall have the right to cancel and terminate this Lease as of the date of such damage or destruction by giving notice thereof to Tenant within thirty (30) days after the date of said damage or destruction.

(d) Notwithstanding anything to the contrary contained in Sections 14(a), (b) or (c) hereof, Landlord may cancel this Lease with no further liability to Tenant if, following destruction or injury to the Premises, any Mortgagee elects to require Landlord to apply any insurance proceeds paid to Landlord as a result of the casualty to reduce any debt secured.

SECTION 11
CONDEMNATION

(a) If the entire Premises shall be taken by condemnation or right of eminent domain, or voluntarily conveyed under threat thereof, then this Lease shall terminate as of the day possession shall be taken by the taking authority, and Landlord and Tenant shall be released from any

additional liability hereunder thereafter accruing. If only a portion of the Premises shall be taken by condemnation or right of eminent domain or voluntarily conveyed under threat thereof, and if the portion so taken or conveyed renders the balance unsuitable for the purpose of this Lease, either Landlord or Tenant shall be entitled to terminate this Lease, such termination to become effective as of the day possession shall be taken or conveyed, provided thirty (30) days written notice of such termination is given to the other party. If in such case this Lease is not terminated, then Landlord agrees to restore the Premises with reasonable speed to an architectural unit as nearly like its condition prior to such taking or conveyance as shall be practicable, and if during and/or after the work of restoration, Tenant is deprived of the use of all or a part of the Premises, a proportionate reduction of Base Rent and Additional Rent corresponding to the time during which and the portion of the Premises of which Tenant is so deprived shall be granted by Landlord.

(b) All damages awarded in connection with the taking or conveyance of the Premises, whether allowed as compensation for diminution in value to the leasehold or to the fee of the Premises, shall belong to Landlord. Notwithstanding the foregoing, solely to the extent that there is a separately awarded, specifically identifiable allocation therefor by the taking authority, Tenant shall be entitled to make a separate claim against the condemning or taking authority for damage to merchandise and fixtures, and for removal, re-installation, and moving expenses.

(c) Notwithstanding anything to the contrary contained in Sections 15(a) or (b) hereof, Landlord may cancel this Lease with no further liability to Tenant if, following a taking by condemnation or right of eminent domain, any Mortgagee elects to require Landlord to apply any proceeds paid to Landlord as a result of the condemnation or eminent domain proceedings to reduce any debt secured.

SECTION 12 LANDLORD'S REMEDIES UPON DEFAULT

(a) If Tenant shall at any time:

(i) be in default in the payment of Base Rent, Additional Rent, or other sums of money required to be paid by Tenant, and Tenant shall fail to remedy such default within five (5) days after written or verbal notice that the same is past due;

(ii) be in default in the performance of any other covenant, term, condition, provision, rule, or regulation of this Lease, and fail to remedy such default within fifteen (15) days after receipt of written notice thereof [but Tenant shall not be deemed to be in default if such default cannot reasonably be cured within fifteen (15) days but Tenant commences in good faith to remedy said default within said fifteen (15) day period and diligently and in good faith proceeds therewith to remedy same with all due diligence];

(iii) commit waste upon the Premises;

(iv) substantially vacate the Premises or fail to continuously substantially occupy and conduct its business, in good faith, at the Premises; or

(v) become insolvent or make an assignment for the benefit of creditors, or if a receiver or trustee of Tenant's property shall be appointed, or if proceedings under any

chapter of the United States Bankruptcy Code shall be instituted by or against Tenant and shall not be dismissed within sixty (60) days after being filed, or if any event shall happen which, aside from this provision, would cause any assignment or devolution of Tenant's interest or occupancy hereunder by operation of law;

then, in any such event, Landlord, in addition to all other rights and remedies given to Landlord at law or in equity, Tenant shall be obligated to repay to Landlord, in full, all allowances, concessions, free rent, commissions and inducements that Landlord provided or paid pursuant to or in connection with this Lease, including, without limitation, moving allowances, architectural and/or space planning fees, and improvement allowances, and Landlord may further, by written notice to Tenant, terminate this Lease, or without terminating this Lease, re-enter the Premises by summary proceedings or otherwise. In any event, Landlord may dispossess Tenant, it being the understanding between the parties that under no circumstances is this Lease to be an asset for Tenant's creditors by operation of law or otherwise.

In the event of re-entry, Landlord may relet the Premises without being obligated to do so, and in the event of a reletting, shall apply the rent therefrom first to the payment of Landlord's costs and expenses (including reasonable attorneys' fees incurred in the reletting and/or by reason of Tenant's default and the expense of reletting, including, without limitation, repairs, renovation, or alteration of the Premises and payment of any broker's commission), then to the amount of all allowances, concessions, free rent, commissions and inducements that Landlord provided or paid pursuant to or in connection with this Lease, and then to the amount of Base Rent, Additional Rent, and all other sums due from Tenant hereunder, Tenant remaining liable for all other sums due from Tenant hereunder and for any deficiency plus interest at the Default Rate from the time of the expenditure by Landlord until payment in full by Tenant. Any and all such deficiencies shall be payable by Tenant monthly on the date herein provided for the payment of Base Rent.

(b) In the event of a default not timely cured by Tenant of any of the terms, provisions, covenants, conditions, rules or regulations of this Lease, Landlord shall have the right to invoke any remedy permitted to Landlord at law or in equity, including the right to terminate this Lease at any time prior to such default being cured. Such remedies also shall include the right to cure such default at the cost and expense of Tenant, as well as the right to sue immediately for any and all damages, including immediate payment of all Base Rent and Additional Rent for the remainder of the Term and the right to recoup the full amount of all allowances, concessions, free rent, commissions and inducements that Landlord provided or paid pursuant to or in connection with this Lease. No termination of this Lease and no taking or recovery of possession of the Premises shall deprive Landlord of any of its remedies or actions against Tenant and Tenant shall remain liable for all past and future Base Rent, Additional Rent, and all other charges payable by Tenant under this Lease, during and for the balance of the Term. The bringing of any action for rent or other default shall not be construed as a waiver by Landlord of the right to obtain possession of the Premises or as an election of remedies. If Landlord cures any default of Tenant, then, within five (5) days after demand by Landlord, Tenant shall reimburse Landlord for the cost and expense thereof, with interest at the Default Rate from the time of such expenditure by Landlord to the time of payment in full by Tenant.

(c) If suit shall be brought for recovery of possession of the Premises, for the recovery of rent, or for any other amount due under this Lease, or because of the breach of any other covenant of Tenant hereunder, and breach shall be established, Tenant shall pay to Landlord all costs and

expenses incurred therefor, including reasonable attorney's fees, plus interest at the Default Rate from the time of payment by Landlord until repayment in full by Tenant.

(d) Notwithstanding anything in this Lease to the contrary, if Tenant fails to pay any amount payable by Tenant hereunder within five (5) days of the original due date two (2) times in any twelve (12) month period, irrespective of whether such failures are thereafter cured or remedied, then the third (3rd) or any subsequent failure to pay any amount within five (5) days of the original due date shall be deemed, at the option of Landlord, a noncurable default; in which event Tenant shall have no right to cure or remedy same and Landlord may exercise any rights available to Landlord hereunder or at law or in equity without giving Tenant notice of such failure or the opportunity to cure or remedy same.

(e) All rights and remedies provided herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive such party's right to the exercise of any or all of the other available rights and remedies. Notwithstanding anything in this Lease to the contrary, in the event of any default by Tenant under this Lease, Tenant agrees that Landlord has no duty or obligation to mitigate Landlord's damages pursuant to this Lease and that nothing herein contained shall be construed as imposing upon Landlord any duty or obligation to mitigate Landlord's damages. Without limiting the generality of the foregoing, Tenant agrees that the failure of Landlord to attempt to relet, to relet, or if relet, to collect rent or other charges under such reletting shall not release, reduce or otherwise affect Tenant's liability for Landlord's damages pursuant to this Lease.

SECTION 13

DISCHARGE OF LIENS AND TENANT'S INABILITY TO BIND LANDLORD

Tenant shall not do or suffer anything to be done whereby the Premises or any part thereof may be encumbered by any liens of mechanics, laborers, or materialmen, chattel mortgages or any other liens. Furthermore, Tenant shall have no authority to create any lien for labor or material on or against the Premises or of Landlord's interest therein. Tenant shall, whenever and as often as any such liens are filed purporting to be for labor or material furnished or to be furnished to Tenant, discharge the same of record within ten (10) days after the date of filing by payment, bonding or otherwise, as provided by law. Tenant, upon reasonable notice and request in writing from Landlord, shall also defend for Landlord, at Tenant's sole cost and expense, any action, suit, or proceeding which may be brought on or for the enforcement of any such lien. Tenant shall pay any damages and satisfy and discharge any judgments entered in such action, suit, or proceeding and save harmless the Landlord from any liability, claim, or damages resulting therefrom. In default of Tenant procuring the discharge, as aforesaid, of any such lien, Landlord may, with ten (10) days prior notice, procure the discharge thereof by bonding or payment or otherwise, and all costs and expenses incurred by Landlord in obtaining such discharge, together with interest at the Default Rate from the time of such expenditure by Landlord, shall be paid by Tenant within ten (10) days after notice from Landlord of the amount thereof.

SECTION 14

LIABILITY OF LANDLORD

If Landlord shall fail to perform any covenant, term, or condition required under this Lease and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment against the

right, title, and interest of Landlord in the Premises., as the same may then be encumbered, and neither Landlord nor any of its members/officers, shall be personally liable for any deficiency. In no event shall Tenant have any right to execute against any property of Landlord other than Landlord's interest in the Premises, as the same may be encumbered. Such right of execution shall be subordinate and subject to any mortgage or other encumbrance upon the Premises. In the event of the sale or other transfer of Landlord's right, title, and interest in the Premises, provided that the transferee assumes or becomes responsible for Landlord's obligations thereafter accruing, Landlord shall be released from all liability and obligations hereunder accruing after the date of such sale or other transfer.

If the holder of record of any mortgage covering the Premises shall have given prior written notice to Tenant that it is the holder of said mortgage and such notice includes the address at which notices to such Mortgagee are to be sent, then Tenant agrees to give to the holder of record of such mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided and agrees that the holder of record of such mortgage shall have the right, within sixty (60) days after receipt of said notice, to correct or remedy such default before Tenant may take any action under this Lease by reason of such default.

SECTION 15 RIGHTS OF LANDLORD

(a) Landlord reserves the right at all reasonable times, by itself or by its duly authorized agents, to go upon and inspect the Premises and every part thereof, and at its option to make repairs, alterations, and additions to the Premises.

(b) If Landlord shall make any payments that are Tenant's obligations hereunder, any amounts so paid by Landlord shall be due and payable to Landlord by Tenant, with interest at the Default Rate at the time specifically set forth in this Lease, or absent such specified time, with the next installment of Base Rent due thereafter under this Lease.

(c) Landlord reserves the following rights:

(i) to change: (1) the street address of the Premises; (2) the name of the Premises; and (3) the arrangement, size, design or location of entrances, passageways, doors, doorways, corridors, toilets or other common areas of the Premises without liability to Tenant;

(ii) to designate all sources furnishing signs, sign painting, lettering, vending machines, towel or toilet supplies, electricity, gas, telephone service, cable service or any other utilities or similar type services required in the Premises;

(iii) at any time or times Landlord, either voluntarily or pursuant to governmental requirement, may, at Landlord's expense, make repairs, alterations or improvements in or to the Premises, or any part thereof, and during such times temporarily close entrances, doors, corridors or other common area facilities; and

(v) to charge Tenant any cost or expense (including overtime or premium costs incurred by Landlord) if repairs, alterations, decorating or other work in the Premises are, at Tenant's request, not made during ordinary business hours.

Landlord may exercise all or any of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use and occupancy, without being liable in any manner to Tenant, and without elimination or abatement of Base Rent or Additional Rent, or payment of other compensation, and such acts shall in no way affect this Lease.

(d) If, during the last ninety (90) days of the term of this Lease, Tenant shall have removed all or substantially all of Tenant's property from the Premises, Landlord may immediately enter and alter, renovate or redecorate the Premises without elimination or abatement of Base Rent, Additional Rent or other compensation and such action shall have no effect on this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, supervision or repair of the Premises except in this Lease otherwise provided.

SECTION 16 MORTGAGE SUBORDINATION AND ESTOPPEL LETTER

(a) Tenant understands, acknowledges and agrees that this Lease is and shall be subordinate to any mortgage, ground lease or other lien now existing or hereafter placed on or affecting the Premises or any part thereof, and to any renewals, refinancing or extensions and to all advances made or hereafter to be made upon the security thereof. This provision shall be self-operative and no further instrument of subordination shall be required by any Mortgagee or lender. However, Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage or other lien now existing or hereafter placed upon the Premises. Furthermore, Tenant agrees, within ten (10) days after demand or request of any party in interest, to execute any instruments or certificates required to carry out the intent hereof.

(b) Notwithstanding Section 20(a) hereof, any Mortgagee may at any time subordinate the lien of its mortgage to the operation and effect of this Lease without obtaining Tenant's consent thereto by giving Tenant written notice thereof, in which event this Lease shall be deemed to be senior to such mortgage without regard to the respective dates of execution, delivery, and/or recordation among the land records of the county in which the Premises is located, and thereafter such Mortgagee shall have the same rights under this Lease as it would have had were this Lease executed and delivered before the recording of such mortgage.

(c) Tenant shall, within ten (10) days of request by Landlord, execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default) and further stating such other matters as Landlord or its Mortgagee(s) shall reasonably require.

(d) The terms of this Lease are subject to approval by Mortgagee or any other lender(s) of Landlord and such approval is a condition precedent to Landlord's obligations hereunder.

(e) Tenant hereby attorns to any assignee or transferee of Landlord (the Assignee). This attornment shall be effective immediately upon the acquisition by the Assignee of title to the Premises without the execution of any further instruments; provided however, that Tenant shall execute such further evidences of attornment as the Assignee shall request. Assignee, at its option, may accept or reject any such attornment. This attornment shall not be terminated by a foreclosure on the Premises.

SECTION 18 NO WAIVER

No waiver of any of the terms, covenants, provisions, conditions, rules, and regulations imposed or required by this Lease, and no waiver of any legal or equitable relief or remedy shall be implied by the failure of a party to assert any rights or to declare any forfeiture, or for any other reason. No waiver of any of said terms, provisions, covenants, rules, and regulations shall be valid unless it shall be in a writing signed by the party being charged with the alleged waiver. No waiver of any pledge of this Lease or the forgiveness of performance of any one or more of the terms, provisions, conditions, rules, and regulations of this Lease may be claimed or pleaded by Tenant to excuse a subsequent pledge or failure of performance of any other terms, provisions, conditions, covenants, rules, and regulations of this Lease.

SECTION 19 VACATION OF PREMISES

Tenant shall deliver and surrender to Landlord possession of the Premises, and all fixtures permanently attached to the Premises during the Term, upon the expiration of the Term or the termination of this Lease in any other way, broom clean and in as good condition and repair (ordinary wear and tear and insured casualty excepted) as existed on the Commencement Date; provided, however, that upon Landlord's request, Tenant shall remove all improvements and alterations made by Tenant and all fixtures and equipment affixed to the Premises by Tenant, and restore the Premises to the condition required hereby at Tenant's sole expense. Such removal shall be performed prior to the earlier of the end of the Term or the date Tenant is required to vacate the Premises.

SECTION 20 MEMORANDUM OF LEASE

This Lease shall not be recorded, but either party may record a Memorandum of Lease in which shall be described the property herein demised and the Term, and which shall refer to this Lease. The party requesting that the Memorandum of Lease be recorded shall prepare, and pay all costs of recording, the Memorandum of Lease, and the other party agrees to execute at any and all times such instruments as may be reasonably required for such recording.

SECTION 21 NOTICES

Any notices or consents required to be given by or on behalf of either party upon the other shall be in writing and shall be personally delivered or given by confirmed telecopy, by any nationally recognized next day delivery service, or by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the parties at the addresses noted above or at such other address as may be specified

from time to time by either party in a writing delivered to the other party. Notice shall be deemed given upon the earlier of when received or two (2) postal delivery days following the date such notice is mailed as herein specified.

SECTION 22
APPLICABLE LAW AND CONSTRUCTION

The laws of the State of Michigan shall govern the validity, performance, enforcement, and interpretation of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and becomes effective only upon execution and delivery thereof by Landlord and Tenant. This Lease sets forth the entire agreement of the parties and all negotiations, considerations, representations, and understandings between the parties are incorporated herein and may be modified or altered only by agreement in writing between the parties.

SECTION 23
FORCE MAJEURE

If either party shall be delayed, hindered in, or prevented from the performance of, any act required hereunder by reason of strikes, lockouts, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or by any other reason of a like nature not the fault of such party, then such performance shall be excused for the period of the delay and the period of performance shall be extended for a period equivalent to the period of such delay; except that in no event shall the provisions of this Section excuse or delay the time for the payment of any monies required to be paid hereunder by Tenant.

SECTION 24
NO PARTNERSHIP

Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of Tenant's business or otherwise, a joint venturer, or a member of a joint enterprise with Tenant, by virtue of this Lease.

SECTION 25
QUIET ENJOYMENT

Landlord hereby covenants and agrees that if Tenant shall perform all of its covenants and agreements hereunder, Tenant shall at all times during the Term have quiet enjoyment of the Premises without any manner of hindrance from Landlord or anyone lawfully claiming through Landlord.

SECTION 26
HOLDING OVER

If at the expiration of the Term or of any renewal thereof Tenant continues to occupy the Premises, such holding over shall not constitute a renewal of this Lease, but Tenant shall be a tenant from month to month. In the event of any holding over by Tenant, the agreed Base Rent during any holdover period shall be two (2) times the highest Base Rent payable pursuant to this Lease. In addition, Tenant hereby acknowledges and agrees that Tenant shall not have any right to hold over and that if Landlord incurs or suffers any loss, cost, expense or damage as a direct or indirect result, in whole or in part, of any holding over by Tenant, Tenant shall be liable and responsible for same, including, without limitation, any loss, cost, expense or damage that Landlord may incur by reason of not having the Premises timely available for construction for or by, or for delivery to a new tenant.

SECTION 27 CAPTIONS

Any paragraph or section titles or captions contained in this Lease are for convenience only and shall not be deemed a part of the context of this Lease.

SECTION 28 VARIATION IN PRONOUNS

All of the terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number and any other gender, as the context or sense of this Lease or any sections, paragraph or clause hereof may require, the same as if such words had been fully and properly written in the number and gender so required.

SECTION 29 JURY WAIVER

Landlord and Tenant each hereby waives any right to a trial by jury, at law or in equity, in any action, proceeding or counterclaim brought by either of the parties to this Lease against the other on any matter or matters whatsoever arising out of or in any way connected with or related to this Lease, the relationship of or between Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim for loss, injury or damage, howsoever the same may be couched or characterized, arising out of, in connection with or relating to any alleged breach, negligence, intentional misconduct, failure to perform, fraud, misrepresentation, or the like and Landlord and Tenant each agrees that any such action, proceeding or counterclaim shall be tried before a court and not before a jury. If Landlord commences any action or proceeding under this Lease including, without limitation, any action or proceeding for recovery of rent or other charges or for recovery of possession of the Premises, then Tenant shall not have the right, and Tenant hereby covenants and agrees not to interpose any counterclaim of any nature or description in any such action or proceeding; provided, however, that the foregoing shall not be construed as a waiver of Tenant's right to assert such claim in a separate action or proceeding instituted by Tenant, which separate action or proceeding may not be consolidated with the action or proceeding by Landlord unless Landlord consents in writing to such consolidation.

SECTION 30 COMPLETE AGREEMENT

This Lease contains the entire agreement between the parties hereto, and no agent, representative, salesperson or officer of Landlord hereto has authority to make or has made any statement, agreement or representation, oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modifications of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth by their respective signatures.

LANDLORD:

MD-3990, LLC

By: [Signature]

Its: CEO

Dated: 11/17/2020

TENANT:

MD II Holdings, LLC

By: [Signature]

Its: CEO

Dated: 11/17/2020

STATE OF MICHIGAN)
) SS:

COUNTY OF CUYAHOGA)

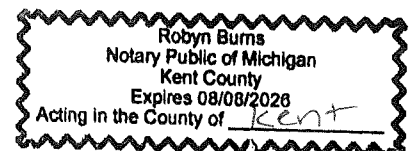
The foregoing instrument was acknowledged before me, a Notary Public, this 17th day of November 2020 by MD-3900, LLC, by Jordan Notenhay CEO, who acknowledged that the same was his free act and deed in such capacity and the free act and deed of said limited liability company.

[Signature]
Notary Public

[SEAL]

expires: 08/2026

My commission



FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE (this “**Amendment**”) is made as of January 29, 2021 (the “**Effective Date**”), by and between **MD-3990, LLC**, a Michigan limited liability company (“**Landlord**”), and **MD II Holdings, LLC**, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Landlord and Tenant entered into that certain Lease dated November 17, 2020, and effective as of October 1, 2021 (the “**Lease**”) for approximately 12,500 rentable square feet (the “**Premises**”) within the building to be constructed at 6155 East Paris Avenue SE, Caledonia, Michigan 49316 (the “**Building**”).

B. Landlord and Tenant desire to extend the term of the Lease and to amend the Lease to clarify the parties’ responsibility for the payment of real property taxes and assessments with respect to the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Term.** Section 2(b) of the Lease is hereby deleted in its entirety and replaced with the following:

(b) The Expiration Date means December 31, 2033. However, at the end of such Term, the Term will be extended for an additional period of one (1) year if Landlord has not received written notice of cancellation from Tenant prior to ninety (90) days before the end of such lease year. For example, if Tenant does not provide Landlord with notice of Tenant’s intent to cancel the lease prior to October 1, 2033 the Expiration Date shall automatically extend until December 31, 2034.

2. **Real Property Taxes.** Section 4 of the Lease is hereby amended such that the following shall be added as a new Subsection (b) and Subsection (c):

(b) Tenant shall pay all Real Estate Taxes with respect to the entire Building, notwithstanding the size or square footage of the Premises, directly to the appropriate governmental and/or taxing authority. The term “**Real Estate Taxes**” means (i) all taxes, assessments, levies, fees, water and sewer rents and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time during the Term hereof, imposed or levied on or assessed against (A) the Building, (B) any Base Rent, Additional Rent or other sum payable hereunder, and/or (C) this Lease or the leasehold estate hereby created, or which arise in respect of the operation, possession or use of the Building; (ii) all gross receipts or similar taxes imposed or levied on, assessed against or measured by any Base Rent; (iii) all sales, use and similar taxes at any time levied, assessed or payable on account of the acquisition, leasing or use of the Premises; (iv) all taxes, assessments, levies, fees or other charges imposed in lieu of any of the foregoing items in clauses (i) through (iii) of this Subsection (b); (v) all charges for utilities serving and/or consumed at the Premises; and (vi) all fines, penalties, interests and other costs which may be added for non-payment or late payment of any of the foregoing. If and to the extent that Landlord receives any bills or invoices for Real Estate Taxes, Landlord will promptly forward such bills or invoices to Tenant for payment by Tenant to the appropriate governmental and/or taxing authority. Any such Real Estate Taxes with respect to the Building for the then current tax period shall be apportioned as

of the Effective Date, and the pro rata share thereof shall be paid to Landlord or credited to Tenant, as the case may be. Tenant shall not, however, be required to pay any franchise, transfer, income, estate or similar tax of Landlord (other than any Real Estate Taxes referred to in clause (ii) above) unless such tax is imposed, levied or assessed in substitution for any other Real Estate Taxes that Tenant is required to pay pursuant to this Subsection 4(b). Tenant will furnish to Landlord proof of payment of all Real Estate Taxes within 10 business days after Tenant pays such Real Estate Taxes. Tenant shall pay, before the same become delinquent, all Real Estate Taxes; provided, however, that Tenant may elect to pay special assessments over the longest period of time permitted by the assessing authority.

(c) Tenant shall pay all taxes which may be lawfully charged, assessed, or imposed on all fixtures and equipment and personal property in the Premises, and Tenant shall pay all license fees and other charges which may lawfully be imposed on the business of Tenant conducted from the Premises.

3. **Effect of Amendment.** Except as expressly modified by this Amendment, the terms and conditions of the Lease remain in full force and effect. To the extent that the terms and conditions of the Lease conflict with this Amendment, the terms and conditions of this Amendment shall supersede and control. Any terms not defined in this Amendment shall have the same meaning provided to them in the Lease.

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of a copy of an executed counterpart of a signature page to this Amendment by fax, email or other transmission will be as effective as delivery of a manually executed signature page to this Amendment.

[Signatures on following page.]

WHEREOF, the parties have executed this Amendment as of the Effective Date.

LANDLORD:

MD-3990, LLC,

a Michigan limited liability company

By: Jordan Notenbaum
Jordan Notenbaum

Its: Chief Executive Officer

TENANT:

MD II Holdings, LLC,

a Delaware limited liability company

By: Jordan Notenbaum
Jordan Notenbaum

Its: Chief Executive Officer

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) is made as of January 29, 2021 (the “**Effective Date**”), by and between **MD-3990, LLC**, a Michigan limited liability company (“**Landlord**”), and **MD II Holdings, LLC**, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Landlord and Tenant entered into that certain Lease dated November 17, 2020, and effective as of October 1, 2021 (the “**Lease**”) for approximately 25,000 rentable square feet (the “**Premises**”) within the building to be constructed at 6155 East Paris Avenue SE, Caledonia, Michigan 49316 (the “**Building**”).

B. Landlord and Tenant desire to extend the term of the Lease and to amend the Lease to clarify the parties’ responsibility for the payment of real property taxes and assessments with respect to the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Term.** Section 2(b) of the Lease is hereby deleted in its entirety and replaced with the following:

(b) The Expiration Date means December 31, 2033. However, at the end of such Term, the Term will be extended for an additional period of one (1) year if Landlord has not received written notice of cancellation from Tenant prior to ninety (90) days before the end of such lease year. For example, if Tenant does not provide Landlord with notice of Tenant’s intent to cancel the lease prior to October 1, 2033 the Expiration Date shall automatically extend until December 31, 2034.

2. **Real Property Taxes.** Section 4 of the Lease is hereby amended such that the following shall be added as a new Subsection (b) and Subsection (c):

(b) Tenant shall pay all Real Estate Taxes with respect to the entire Building, notwithstanding the size or square footage of the Premises, directly to the appropriate governmental and/or taxing authority. The term “**Real Estate Taxes**” means (i) all taxes, assessments, levies, fees, water and sewer rents and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time during the Term hereof, imposed or levied on or assessed against (A) the Building, (B) any Base Rent, Additional Rent or other sum payable hereunder, and/or (C) this Lease or the leasehold estate hereby created, or which arise in respect of the operation, possession or use of the Building; (ii) all gross receipts or similar taxes imposed or levied on, assessed against or measured by any Base Rent; (iii) all sales, use and similar taxes at any time levied, assessed or payable on account of the acquisition, leasing or use of the Premises; (iv) all taxes, assessments, levies, fees or other charges imposed in lieu of any of the foregoing items in clauses (i) through (iii) of this Subsection (b); (v) all charges for utilities serving and/or consumed at the Premises; and (vi) all fines, penalties, interests and other costs which may be added for non-payment or late payment of any of the foregoing. If and to the extent that Landlord receives any bills or invoices for Real Estate Taxes, Landlord will promptly forward such bills or invoices to Tenant for payment by Tenant to the appropriate governmental and/or taxing authority. Any such Real Estate Taxes with respect to the Building for the then current tax period shall be apportioned as

of the Effective Date, and the pro rata share thereof shall be paid to Landlord or credited to Tenant, as the case may be. Tenant shall not, however, be required to pay any franchise, transfer, income, estate or similar tax of Landlord (other than any Real Estate Taxes referred to in clause (ii) above) unless such tax is imposed, levied or assessed in substitution for any other Real Estate Taxes that Tenant is required to pay pursuant to this Subsection 4(b). Tenant will furnish to Landlord proof of payment of all Real Estate Taxes within 10 business days after Tenant pays such Real Estate Taxes. Tenant shall pay, before the same become delinquent, all Real Estate Taxes; provided, however, that Tenant may elect to pay special assessments over the longest period of time permitted by the assessing authority.

(c) Tenant shall pay all taxes which may be lawfully charged, assessed, or imposed on all fixtures and equipment and personal property in the Premises, and Tenant shall pay all license fees and other charges which may lawfully be imposed on the business of Tenant conducted from the Premises.

3. **Effect of Amendment.** Except as expressly modified by this Amendment, the terms and conditions of the Lease remain in full force and effect. To the extent that the terms and conditions of the Lease conflict with this Amendment, the terms and conditions of this Amendment shall supersede and control. Any terms not defined in this Amendment shall have the same meaning provided to them in the Lease.

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of a copy of an executed counterpart of a signature page to this Amendment by fax, email or other transmission will be as effective as delivery of a manually executed signature page to this Amendment.

[Signatures on following page.]

WHEREOF, the parties have executed this Amendment as of the Effective Date.

LANDLORD:

MD-3990, LLC,

a Michigan limited liability company

By: *Jordan Notenbaum*
Jordan Notenbaum

Its: Chief Executive Officer

TENANT:

MD II Holdings, LLC,

a Delaware limited liability company

By: *Jordan Notenbaum*
Jordan Notenbaum

Its: Chief Executive Officer

October 7th, 2020

Jordan Notenbaum
Garry VonMyhr
Steve Barnes
Mobile Defenders
3990 44th St. SE
Kentwood, MI 49512



RE: Industrial Spec Building for Mobile Defenders

Dear Jordan, Garry and Steve,

We are pleased to provide you with the following budget costs for the design and construction of a new Industrial Spec Building to be located on East Paris Ave in Gaines Township, MI. The budget is based on the following bid documents and scope of work:

Bid Documents

1. Site plan provided by AJV dated: 10/7/2020

Assumptions

1. a.j. Veneklasen, Inc. will be the general contractor
2. Bills will be submitted on the 29th of the month, with payment due on or before the 10th of the following month
3. The local governing authority will approve the proposed site and building plans
4. There are no unknown underground or above ground obstructions to interfere with construction
5. The soil bearing capacity of the site will be at least 3,000 psf at 12" below grade
6. This budget has been established under the assumption that no dewatering will be needed for the site and construction process. If dewatering should be required, this would be handled on a Time and Material basis
7. Temporary heat and excessive snow removal (if needed) to be completed on a time and materials basis
8. No unsuitable soils existing within the proposed building area
9. Skylights will not be required due to the proposed lighting level
10. All construction to be completed during normal working hours

Administration

1. Compliance with all federal, state, and local applicable codes and ordinances
2. All freight and sales taxes for items "included" herein
3. Guarantee of all labor and material for one full year after substantial completion, or other product guarantees if regularly greater
4. Project Management and Supervision as required
5. Temporary Services – jobsite office, computer, telephone, dumpsters, and sanitary services required for construction are provided by a.j. Veneklasen, Inc.
6. All additional work requested by owner will be estimated in advance if possible, approved as a written Change Order and completed in accordance with the contract terms
7. Construction access and staging areas will be provided as required by the Owner
8. Builder's Risk Insurance provided by a.j. Veneklasen, Inc.
9. Building permit and associated fees provided by a.j. Veneklasen, Inc.

5000 Kendrick St SE, Grand Rapids, MI 49512
Tel: 616.957.3731 | Fax: 616.957.4085
www.ajvinc.com





Architectural, Structural, and Civil Engineering

1. Provide architectural, structural, and civil design development and sealed construction documents for permitting and construction

Material Testing

1. Testing as required by code including soil compaction, concrete construction, masonry construction, and steel construction

Surveying & Staking

1. Provide accurate layout of exterior building corners for building addition, including placement of offset witness irons and finish floor elevation
2. Provide staking for storm sewer
3. Final grade stakes for curbs, concrete and blacktop surfaces

Excavating

1. Provide and install soil erosion and sediment control measures
2. Strip existing topsoil and stock pile onsite for future use, excess soils to be exported from the site
3. Balance site
4. Dig and backfill footings and piers
5. Excavate stormwater detention basin
6. Import 12" of sand for building
7. Parking lot storm water system
8. Provide and install new storm piping for roof drain and trench drain connections
9. Provide and install new fire hydrants as needed
10. Connect to the existing 8" fire protection line
11. Provide and install 6" of 22A gravel in parking lot for standard duty
12. Provide and install 8" of 22A gravel in parking for heavy duty
13. Re-spread existing topsoil as needed for landscaping up to 6" thick

Asphalt

1. Fine grade and compact aggregate base
2. Provide and compact 3" thick asphalt in standard duty areas (car parking)
3. Provide and compact 4" thick asphalt in heavy duty areas (drives and truck traffic)
4. Layout and stripe

Fencing

1. Provide and install one (1) set of metal chain link fence gates with privacy slats for new dumpster enclosure

Landscaping and Irrigation

1. Provide and install seeding, edging, plantings and trees required by Gaines Township
2. Provide and install irrigation system and required sleeving



Concrete

1. Provide and pour concrete footings and reinforcing
2. Provide and pour footings pads and piers
3. Provide and pour 8" x 3' frost walls at an elevation of 99'-4"
4. Provide and install 2" perimeter foundation insulation
5. Provide and pour truck dock retaining walls
6. Provide and pour six (6) dock leveler pits
7. Form and pour 6" concrete floors
8. Provide and install 10 mil vapor barrier
9. Saw cut control joints and expansion joints
10. Apply one (1) coat of seal hard sealer
11. Form and pour approximately curb and gutter at entrance
12. Form and pour 6" thick truck dock slabs and dumpster pad reinforced with 2.9 welded wire mesh
13. Form and pour 6" thick concrete aprons outside five (5) overhead doors
14. Provide and pour 4" turn down edge sidewalks reinforced with welded wire mesh along building's south side
15. Set and concrete fill bump posts
16. Form, pour, and set trench drain at the loading docks

Masonry

1. Provide and install standard 8" masonry block up to 8' high for one (1) 3-sided 12'x12' dumpster enclosure

Miscellaneous Steel

1. Supply 6" diameter by 7' long prime painted pipe bollards at overhead doors
2. Supply two (2) 4" diameter by 7' long prime painted pipe bollards at backside of dumpster enclosure
3. Provide and install galvanized 2-line truck dock guardrails
4. Provide and install new galvanized canopy structures at the new south entrances
5. Supply trench grate covers and angle frames for trench drains at loading docks

Pre-Engineered Metal Building

1. Provide and erect a pre-engineered building (manufactured by VP Buildings)
2. Building designed per 2015 International Building Code, 35# ground snow load, 5 psf collateral load, 115MPH wind load, and a wind exposure category "C", standard occupancy structure
3. Main frames are continuous beam frames with a +/- 50'x55.5' Column Grid
4. Roof is gabled with a 0.250:12 pitch
5. Roof system is 24 gage, SSR roof, 24" wide with 3" tall ribs. Roof insulation system is based on an R-Value of R-32.9
6. Wall system is Insulated Metal Panel siding with concealed fasteners installed over framing with KXL finish and 25-year finish warranty.
7. Provide and install temporary fall protection as required
8. Provide and install all necessary flashing and trims
9. Supply anchor bolts
10. Provide and install gutters and downspouts turned inside



Thermal & Moisture Protection

1. Caulk exterior hollow metal frames
2. Caulk overhead door jambs
3. Caulk precast sill joints
4. Caulk exterior aluminum window and door frames

Doors & Windows

1. Aluminum, Glass & Glazing
 - a. Provide and install three (3) aluminum entries on the south side of the addition
 - b. Doors to be standard narrow stile design with 10" A.D.A. bottom rail
 - c. Provide and install factory standard hardware package (MS deadbolt lock with thumb turn, hinges, push/pull, and closer)
 - d. Entry doors to have 2"x 4-1/2" thermal aluminum storefront entrance/sidelight framing
 - e. Entry doors to have standard clear anodized aluminum finish with 1" standard tinted low-e insulated glass
 - f. Provide and install aluminum windows with standard tint low-e glass
2. Hollow Metal
 - a. Provide and install welded hollow metal frames and flush hollow metal doors
 - b. Provide and install heavy duty door hardware
3. Overhead Doors
 - a. Provide and install 14'-2" x 14'-0" 2" thick 24 ga. steel insulated overhead doors including:
 - 2" reverse angle mounted track
 - 96" high lift
 - Torsion spring
 - Extended solid shaft
 - Perimeter weather seals
 - Electric Operator
 - b. Provide and install 8'-2" x 9'-0" 2" thick 24 ga. steel insulated overhead doors (for docks) including:
 - 2" reverse angle mounted track
 - Full vertical lift
 - Torsion springs
 - Perimeter weather seals
 - Manual Operation

Painting

1. Paint hollow metal doors and frames
2. Paint pipe bollards
3. Paint new steel awnings at the front entries on the west side of the addition
4. Staining of the dumpster enclosure block walls to match the building

Specialties

1. Provide and install fire extinguishers per code



Dock Equipment

1. Provide and install 6'x6'x19" mechanical dock levelers
2. Provide and install 12"x13"x4" projection molded bumpers
3. Provide and install 8 piece curb angle for dock levelers
4. Provide and install 8'x9' non-tapered dock seals, 10" projection with 40 oz vinyl 8" wear pleats for the dock doors

Fire Protection

1. Fire protection to be design/build and is to include a complete engineered design
2. Provide and install new fire riser
3. The riser shall consist of control valve, main drain, water guage and water flow switch
4. An electric horn/strobe will be provided for local alarm
5. New system will be an ESFR system designed per NFPA 13
6. All area will have exposed piping with brass pendent sprinklers
7. Assumes sufficient water pressure at street (no fire pump included)

Plumbing

1. Plumbing to be design/build and is to include a complete engineered design
2. Connect to existing sanitary stub and extend PVC drain line through the building near the south wall
3. Provide and install five (5) 4" sanitary stubs for future sewer connections
4. Provide and install five (5) 24" x 24" interior precast catch basin with a cast iron ring and grate at overhead door locations and tie into sanitary line
5. Provide and install overhead water line along south wall
6. Provide and install foam pipe insulation on all overhead domestic water lines
7. Provide and install five (5) 1" valves for future water connections
8. Provide and install new underground storm lines for roof water runoff
9. Backfill and compact underground plumbing with existing soils

HVAC

1. HVAC to be design/build and is to include a complete engineered design
2. Provide and install unit heaters per code vented through the roof and piped independently for each proposed lease space
3. Provide and install circulation fans as required per code
4. Provide and install exhaust fans/fresh air hoods for ventilation requirements as required per code
5. Provide and install angle iron structures for unit heater support
6. Provide and install gas piping
7. Provide and install electronic thermostats and low voltage control wiring

Electrical

1. Electrical to be design/build and is to include a complete engineered design
2. Provide and install one (1) 200 am 480/277V Nema 3R house panel
3. Provide and install five (5) 400 amp 480/277V Nema 3R 3 phase disconnects
4. Provide and install five (5) 400 amp 480/277V 3 phase distribution panels
5. Provide and install five (5) 75 KVA transformers
6. Provide and install five (5) 200 amp 208/120 V 3 phase panels
7. Provide and install LED high bay light fixtures
8. **Note:** lighting ASHRAE 2013 compliant
9. Provide and install emergency lighting at exits per code



Electrical cont'd

10. Provide and install ten (10) exterior LED wall packs with photo cell controls
11. Provide and install three (3) light poles and concrete bases, poles to be 25' high with LED heads to cover the parking lot on the south side of the building
12. Provide and install general purpose 120v duplex receptacles on all columns
13. Provide and install 120v power connection to overhead door operators
14. Provide and install 120v power connections to mechanical equipment
15. Exit and emergency egress lighting as required by code
16. Provide conduit chases for five (5) future wall mounted signs
17. Provide and install one (1) Honeywell P2R horn strobe and make connections to new sprinkler valve tamper switch and water flow switch for sprinkler monitoring system
18. **Note:** Low voltage wiring and security wiring is **by Others**

Total Budget Costs... \$4,391,840.00

Alternates

1. Provide and install one (1) 167' long demising wall constructed of 6" metal stud framing and 1-layer of drywall each side, **please add...** **\$45,000.00**

Development Summary Breakdown (for your pro-forma use only):

- Building Size: 89,850 sq. ft.
- Building Cost: \$4,390,037 (\$48.86 / sq. ft.)
- T.I. Allowances (not in bld. cost): \$381,863 (5% @ \$85/sq. ft.)
- Signage and Demising walls: \$145,000
- Land Cost (est.): \$800,000
- Development Costs:
 - Construction Interest \$58,249
 - Commissions \$123,809
 - Legal \$25,000
 - Bank Fees \$12,500
 - Appraisal & Phase 1 (revise existing) \$9,000
 - Misc. Closing Fees \$20,000
- Total project: \$5,965,458
- Required Equity (20%): \$1,193,092
- Loan Value: \$4,772,366
- Expected Bank Terms (approx.): 3.25%, 25 yr. Am.
- Pro-Forma Rent: \$6.00 (M.D.) & \$6.50 (spec)/ sq. ft.
- Approx. Return (with 4% vacancy factor): 21.5% on cash, 27.7% IRR
- Due Diligence Duration: 2 months
- Construction Duration: 7-8 months

5000 Kendrick St SE, Grand Rapids, MI 49512
Tel: 616.957.3731 | Fax: 616.957.4085
www.ajvinc.com





Construction Budget Breakdown:

• General Requirements:	\$430,681
• Sitework:	\$700,780
• Concrete:	\$697,000
• Masonry:	\$9,000
• Conventional Steel:	\$61,030
• Thermal Protection:	\$6,650
• Doors and Windows:	\$83,000
• Finishes:	\$6,630
• Specialties:	\$1,450
• Equipment:	\$80,000
• Mechanical:	\$368,242
• Electrical:	\$205,000
• Steel:	\$1,442,896
• Carpentry:	\$42,600
• Builder OH&P (6%)	\$248,493

Thank you for the opportunity to pursue your project. By effectively coordinating the efforts of qualified professionals throughout the process, our VeneBuilt Services method of delivery generally results in significant savings of time, money and provides you with a single source of contact and accountability for project planning. Our process is timely, cost-efficient, and goal-oriented. During every phase of the project, we continually seek opportunities for cost reduction, schedule improvement, and innovative design solutions.

We look forward to working with you on the project.

Sincerely,

a.j. Veneklasen, Inc.

A handwritten signature in black ink, appearing to read "Chris Veneklasen".

Chris Veneklasen
a.j. Veneklasen, Inc.

5000 Kendrick St SE, Grand Rapids, MI 49512
Tel: 616.957.3731 | Fax: 616.957.4085
www.ajvinc.com



DESCRIPTION per Bell Title Commitment No. 20207247-HA:
THAT PART OF THE EAST 1/2, NE 1/4, OF SECTION 2, T8N R11W, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID NE 1/4, WHICH IS S 00 DEGREES 00' 00" E 650.00 FEET FROM THE NE CORNER OF SAID SECTION; THENCE S 00 DEGREES 00' E 340.0 FEET; THENCE S 89 DEGREES 56' 43" W 1336.03 FEET TO THE WEST LINE OF THE E 1/2, NE 1/4; THENCE N 00 DEGREES 14' 08" W 240.0 FEET ALONG SAID WEST LINE; THENCE N 89 DEGREES 56' 43" E 666.0 FEET; THENCE N 00 DEGREES 14' 08" W 100.0 FEET; THENCE N 89 DEGREES 56' 43" E 671.43 FEET TO THE PLACE OF BEGINNING.



-  = UTILITY POLE & GUY WIRE
 = HYDRANT
 = CATCH BASIN
 = MANHOLE
 = TELEPHONE BOX
 = BURIED FIBER OPTIC MARKER
 = BURIED GAS LINE MARKER
 = BURIED TELEPHONE MARKER
 = BURIED SANITARY MARKER
 = OVERHEAD WIRES

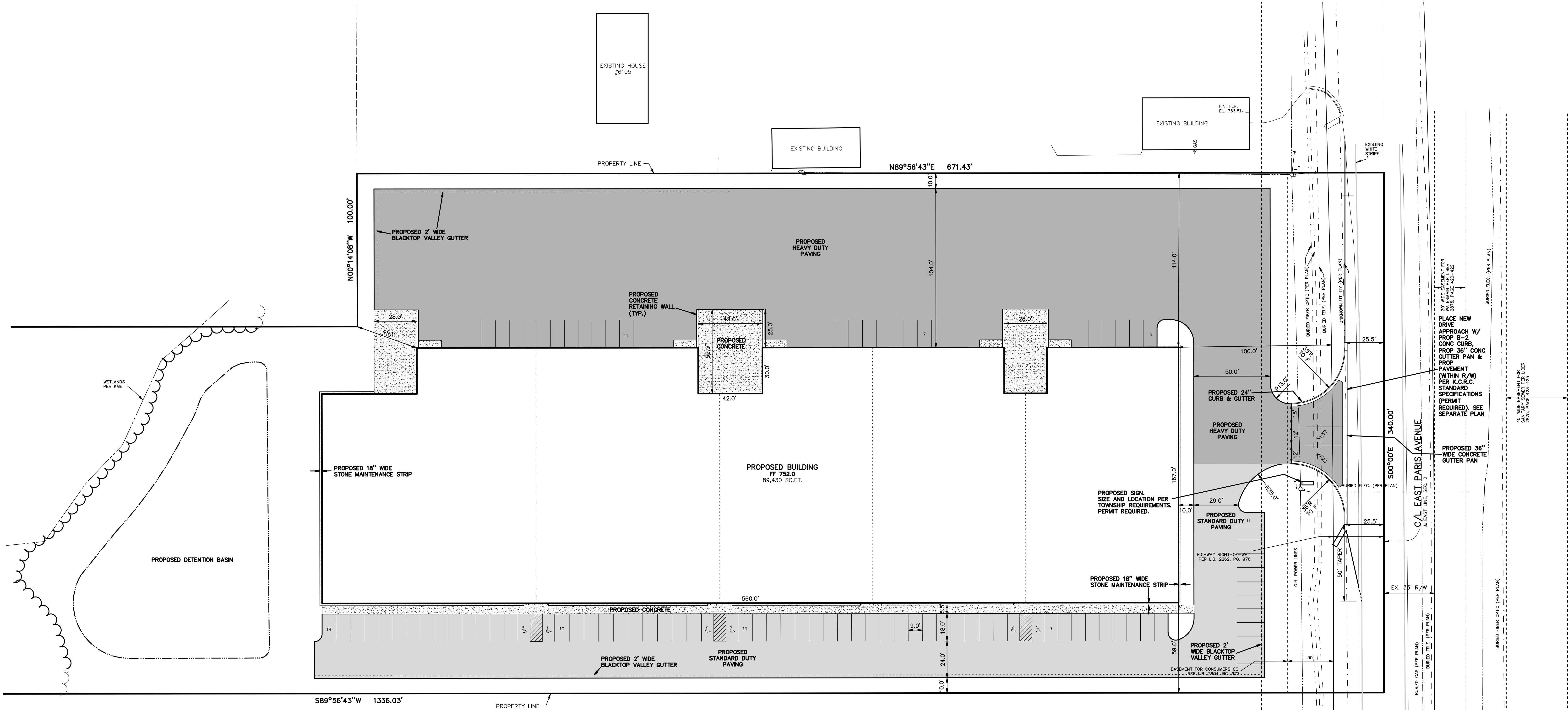
FOR: AJ VENEKLASEN
ATTN: CHRIS VENEKLASEN
5000 KENDRICK CT. SE
GRAND RAPIDS, MI 49512
PART OF THE NE 1/4, SECTION 2, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN



exxel engineering, inc.
 planners • engineers • surveyors
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 www.exxelengineering.com

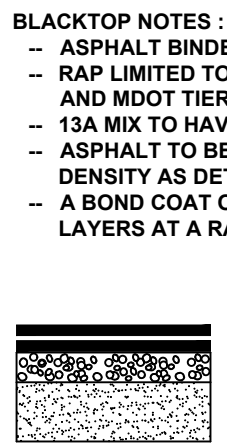
DRAWN BY: JSD	PROJ. ENG.: DDG	SHEET 1 of 4
APPROVED BY: DDG	PROJ. SURV.: VAD	
FILE NO.: 201207E	DATE: 11/16/2020	

BENCHMARK ELEV. 754.07 (NAVD88)
TOP OF SE FLANGE BOLT ON HYDRANT, 35'
EAST OF C/L EAST PARIS AVENUE, 50'±
SOUTH OF C/L DRIVE TO HOUSE #6141
(630'± SOUTH OF C/L 60TH STREET)

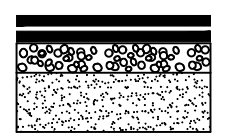


GENERAL NOTES :

- DESCRIPTION per Bell Title Commitment No. 20207247-HA:
THAT PART OF THE EAST 1/2, NE 1/4, OF SECTION 2, T5N R11W, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID NE 1/4, WHICH IS S 00 DEGREES 00' 00" E 650.00 FEET FROM THE NE CORNER OF SAID SECTION; THENCE S 00 DEGREES 00' E 340.0 FEET; THENCE S 89 DEGREES 56' 43" W 1336.03 FEET TO THE WEST LINE OF THE E 1/2, NE 1/4; THENCE N 00 DEGREES 14' 08" W 240.0 FEET ALONG SAID WEST LINE; THENCE N 89 DEGREES 56' 43" E 666.0 FEET; THENCE N 00 DEGREES 14' 08" W 100.0 FEET; THENCE N 89 DEGREES 56' 43" E 671.43 FEET TO THE PLACE OF BEGINNING.
- CURRENT ZONING: I-1 INDUSTRIAL (INCLUDING SURROUNDING PARCELS TO NORTH, SOUTH AND EAST; PARCEL TO WEST IS MULTIFAMILY PUD)
- SETBACKS:
FRONT - 100' ADJACENT TO PRIMARY ARTERIAL STREET
SIDE - 15'
REAR - 25' (50' ADJACENT TO MULTIFAMILY PUD TO WEST)
- REQUIRED PARKING:
 - PROPOSED BUILDING USE IS A COMBINATION OF MANUFACTURING AND WAREHOUSE
 - 1.5 SPACES PER 1000 SQ.FT. OF MANUFACTURING BUILDING (54,000 S.F. / 1000 = 81 SPACES)
 - 1.0 SPACE PER 4000 SQ.FT. OF WAREHOUSE BUILDING (36,000 S.F. / 4000 = 9 SPACES)
 - REQUIRED PARKING SPACES = 90
 - THIS SITE PROVIDES 92 PARKING SPACES AND INCLUDES 6 BARRIER FREE SPACES.
- SIGNAGE, LIGHTING & LANDSCAPING SHALL MEET TOWNSHIP REQUIREMENTS, TO BE DESIGNED BY OTHERS.



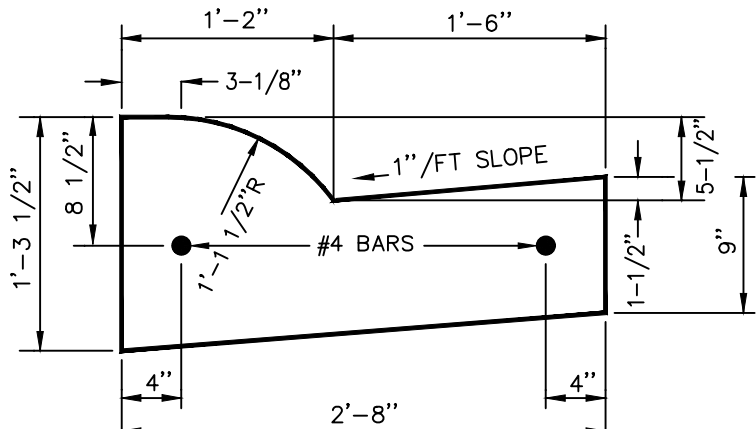
HEAVY DUTY PAVING SECTION



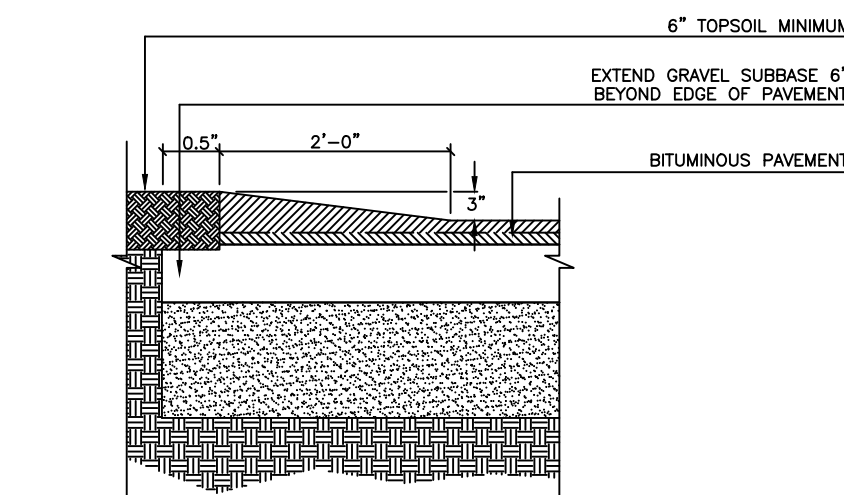
STANDARD DUTY PAVING SECTION
(OUTSIDE OF PUBLIC R/W)

PAVEMENT CROSS SECTIONS TO BE VERIFIED BY SOILS ENGINEER FOLLOWING COMPLETION OF GEOTECHNICAL REPORT

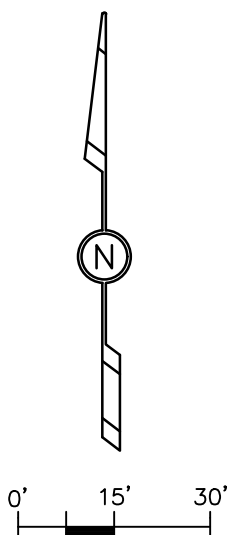
- BLACKTOP NOTES :
- ASPHALT BINDER PG58-28 FOR STANDARD DUTY PAVEMENT
 - RAP LIMITED TO MDOT TIER 1 (0-17% BY WEIGHT) FOR WEARING COURSE AND MDOT TIER 2 (18-27% BY WEIGHT) FOR LEVELING COURSE
 - 1.5A MIX TO HAVE 60% MINIMUM CRUSHED MATERIAL WITH 3% AIR VOIDS
 - ASPHALT TO BE COMPACTED TO 94-97% OF THEORETICAL MAXIMUM DENSITY AS DETERMINED BY THE RICE METHOD
 - A BOND COAT OF SS-1h EMULSION IS REQUIRED BETWEEN ASPHALT LAYERS AT A RATE OF 0.1 GALLONS/SYD



MDOT "B2" CURB DETAIL



BITUMINOUS VALLEY GUTTER



SCALE: 1" = 30'



Know what's below.
Call before you dig.

LEGEND

- UTILITY POLE & GUY WIRE
- HYDRANT
- CATCH BASIN
- MANHOLE
- TELEPHONE BOX
- BURIED FIBER OPTIC MARKER
- BURIED GAS LINE MARKER
- BURIED TELEPHONE MARKER
- BURIED SANITARY MARKER
- OVERHEAD WIRES

SITE DEVELOPMENT PLAN
6155 EAST PARIS AVENUE

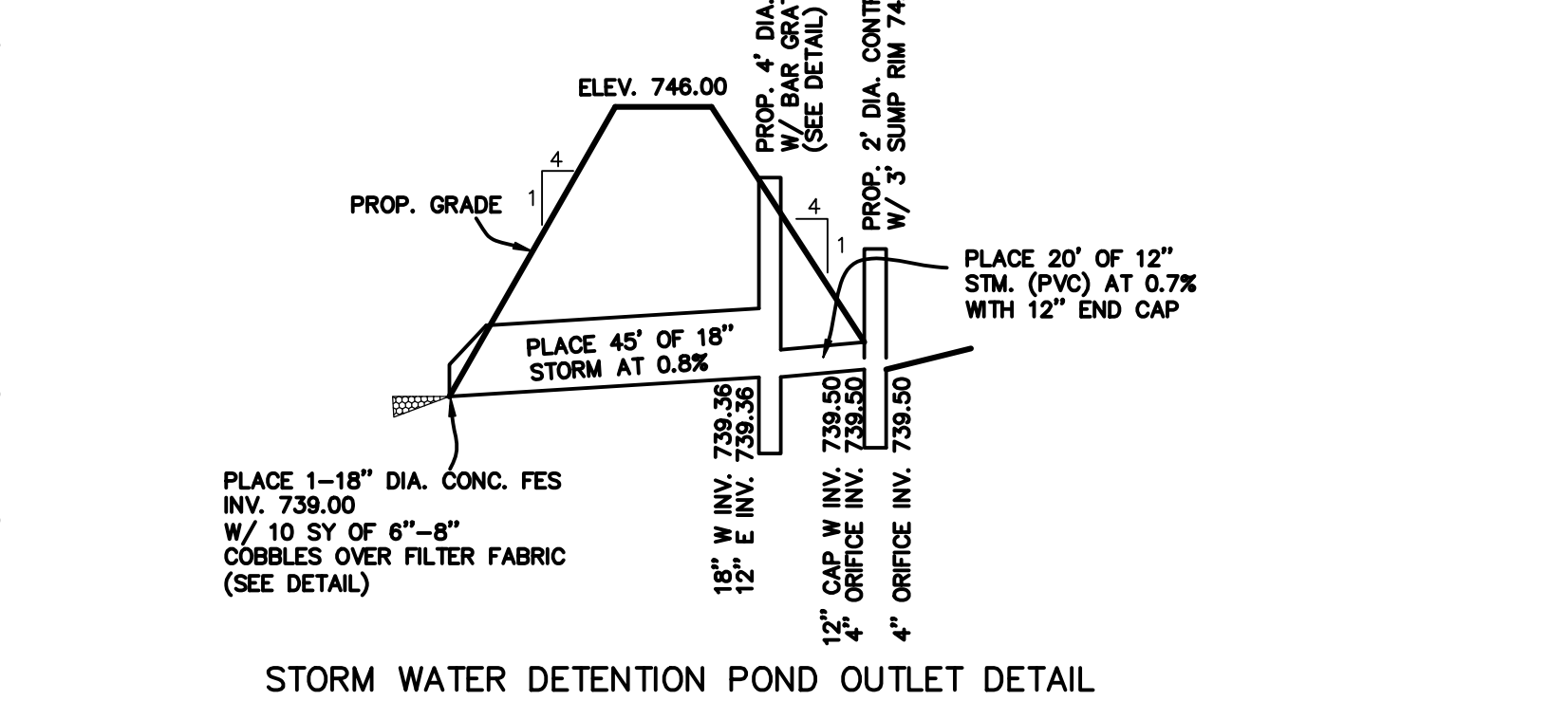
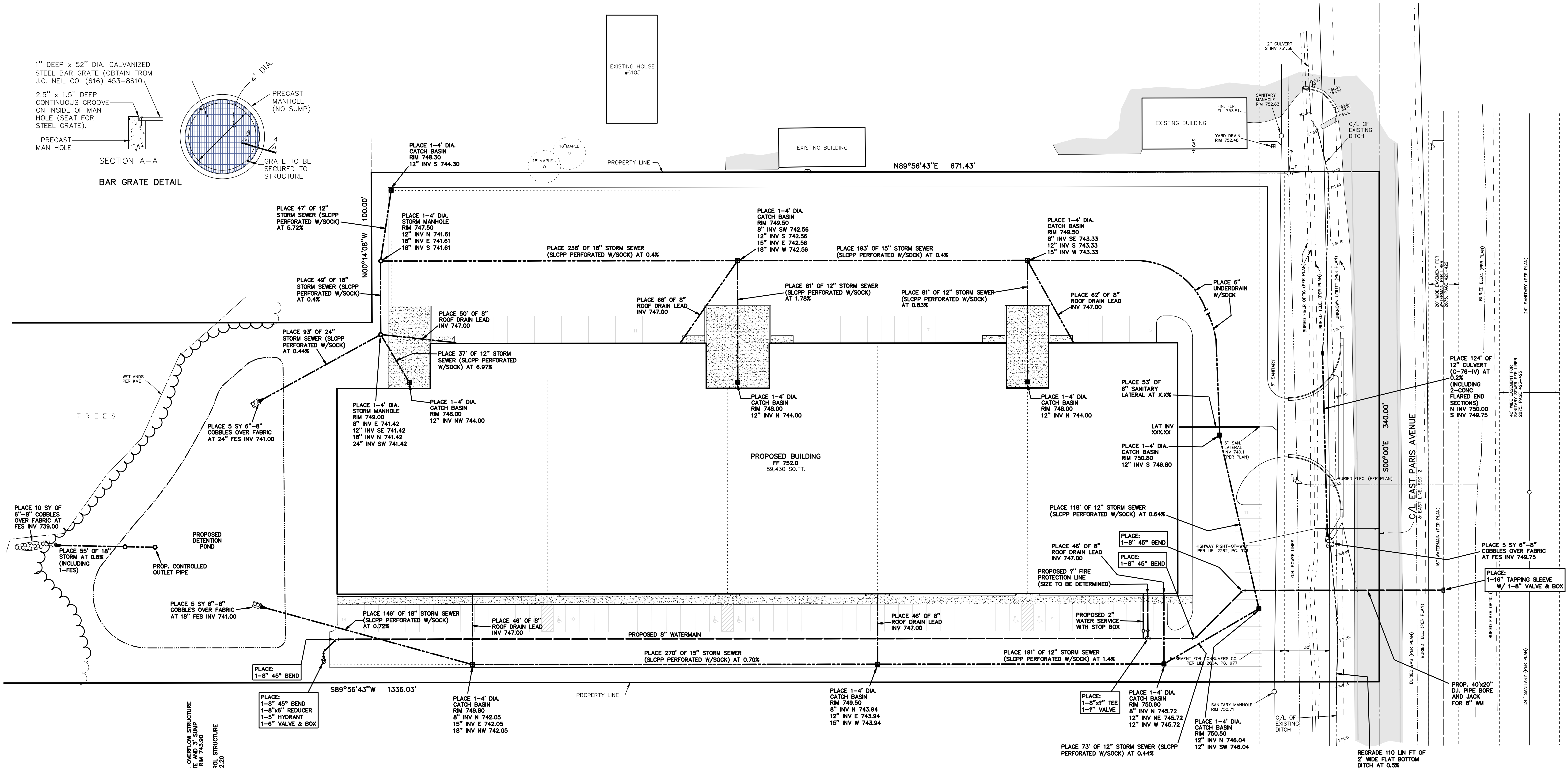
FOR: AJ VENEKLASEN
ATTN: CHRIS VENEKLASEN
5000 KENDRICK CT. SE
GRAND RAPIDS, MI 49512

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

						excel engineering, inc. planners · engineers · surveyors 5252 Clyde Park, S.W. • Grand Rapids, MI 49509 Phone: (616) 531-3660 www.excelengineering.com			
				DRAWN BY: JSD		PROJ. ENG.: DDG		SHEET	
				APPROVED BY: DDG		PROJ. SURV.: VAD		2 of 4	
				DATE: 201207E		DATE: 11/16/2020			
				BY					
				REVISION					
				DATE					

5282 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3660 www.excelengineering.com

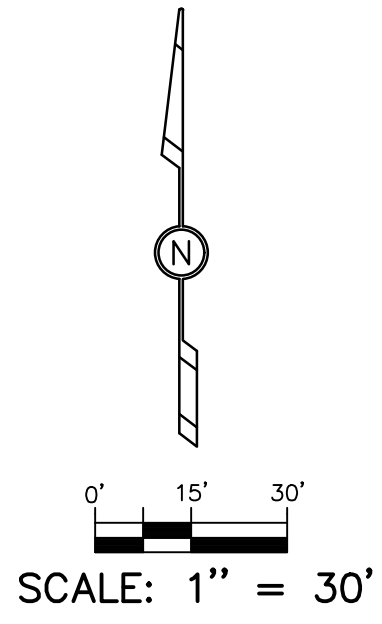
BENCHMARK ELEV. 754.07 (NAVD88)
TOP OF SE FLANGE BOLT ON HYDRANT, 35'
EAST OF C/L EAST PARIS AVENUE, 50'±
SOUTH OF C/L DRIVE TO HOUSE #6141
(630'± SOUTH OF C/L 60TH STREET)



- GENERAL NOTES:
- CATCH BASINS (CB) WITHIN BIT VALLEY GUTTER SHALL BE 4' DIA. + HAVE E.J. NO. 7065 CASTINGS WITH M1 GRATES + 2' SUMPS UNLESS NOTED OTHERWISE.
 - CATCH BASINS (CB) WITHIN PAVED AREAS SHALL BE 4' DIA. + HAVE E.J. NO. 5105 CASTINGS + 2' SUMPS UNLESS NOTED OTHERWISE.
 - STORM MANHOLES (MH) SHALL BE 4' DIA. + HAVE E.J. NO. 1040 CASTINGS WITH TYPE A SOLID COVERS UNLESS OTHERWISE NOTED.
 - YARD DRAINS (YD) SHALL BE 4' DIA. + HAVE E.J. NO. 6488 CASTINGS + 2' SUMPS UNLESS NOTED OTHERWISE.
 - STORM UNDERDRAIN SHALL BE PERFORATED ADS N-12 WITH SOCK OR APPROVED EQUAL.
 - STORM SHALL BE ADS N-12 OR APPROVED EQUAL UNLESS NOTED OTHERWISE.
 - 6\" UNDERDRAIN SHALL BE CORRUGATED PLASTIC PIPE WITH SOCK OR APPROVED EQUAL. MAINTAIN 3' MIN COVER WHEN POSSIBLE.
 - ROOF DRAIN SHALL BE PVC SDR-35.
 - FINAL STORM SEWER SIZES TO BE DETERMINED PENDING FINAL DESIGN.



Know what's below.
Call before you dig.



LEGEND

- UTILITY POLE & GUY WIRE
- HYDRANT
- CATCH BASIN
- MANHOLE
- TELEPHONE BOX
- BURIED FIBER OPTIC MARKER
- BURIED GAS LINE MARKER
- BURIED TELEPHONE MARKER
- BURIED SANITARY MARKER
- OVERHEAD WIRES

SITE UTILITY PLAN 6155 EAST PARIS AVENUE

FOR: AJ VENEKLASEN
ATTN: CHRIS VENEKLASEN
5000 KENDRICK CT. SE
GRAND RAPIDS, MI 49512
PART OF THE NE 1/4, SECTION 2, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

DATE		REVISION	BY	DATE	DATE	SHEET
11/16/2020		1	JSD	11/16/2020	201207E	3 of 4

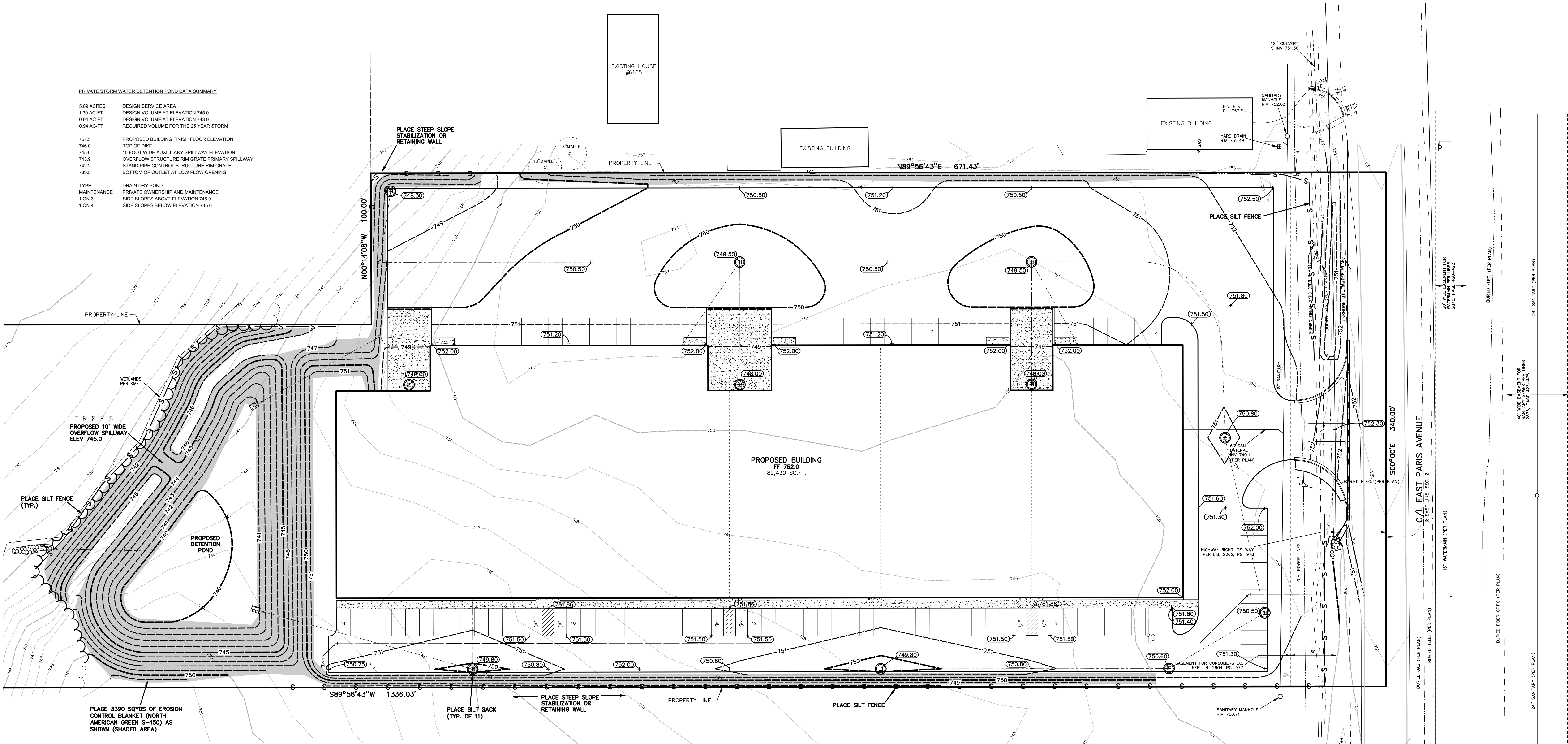


DRAWN BY: JSD
APPROVED BY: DDG
FILE NO.: 201207E
DATE: 11/16/2020
SHEET: 3 of 4

BENCHMARK ELEV. 754.07 (NAV88)
TOP OF SE FLANGE BOLT ON HYDRANT, 35'
EAST OF C/L EAST PARIS AVENUE, 50'±
SOUTH OF C/L DRIVE TO HOUSE #6141
(630'± SOUTH OF C/L 60TH STREET)

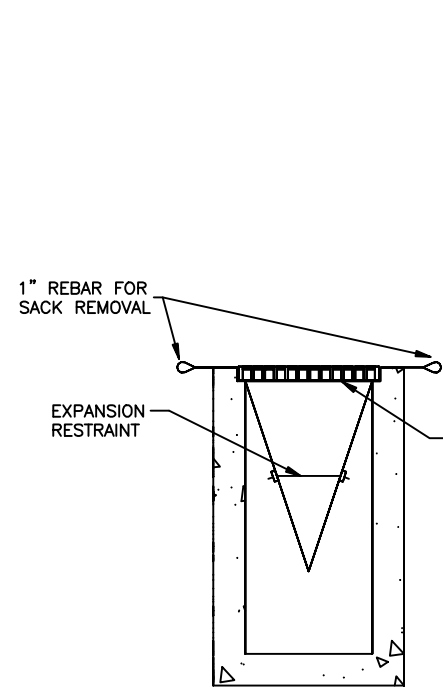
PRIVATE STORM WATER DETENTION POND DATA SUMMARY

5.09 ACRES	DESIGN SERVICE AREA
1.30 AC-FT	DESIGN VOLUME AT ELEVATION 745.0
0.94 AC-FT	DESIGN VOLUME AT ELEVATION 743.9
0.94 AC-FT	REQUIRED VOLUME FOR THE 25 YEAR STORM
751.5	PROPOSED BUILDING FINISH FLOOR ELEVATION
746.0	TOP OF DIKE
745.0	10 FOOT WIDE AUXILIARY SPILLWAY ELEVATION
743.9	OVERFLOW STRUCTURE RIM GRATE PRIMARY SPILLWAY
742.2	STAND PIPE CONTROL STRUCTURE RIM GRATE
739.5	BOTTOM OF OUTLET AT LOW FLOW OPENING
TYPE	DRAIN DRY POND
MAINTENANCE	PRIVATE OWNERSHIP AND MAINTENANCE
1 ON 3	SIDE SLOPES ABOVE ELEVATION 745.0
1 ON 4	SIDE SLOPES BELOW ELEVATION 745.0

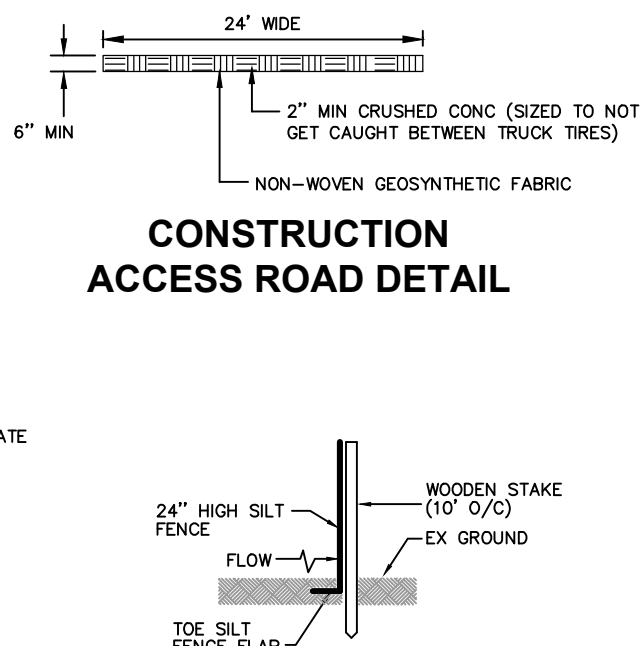


SOIL EROSION CONTROL NOTES:

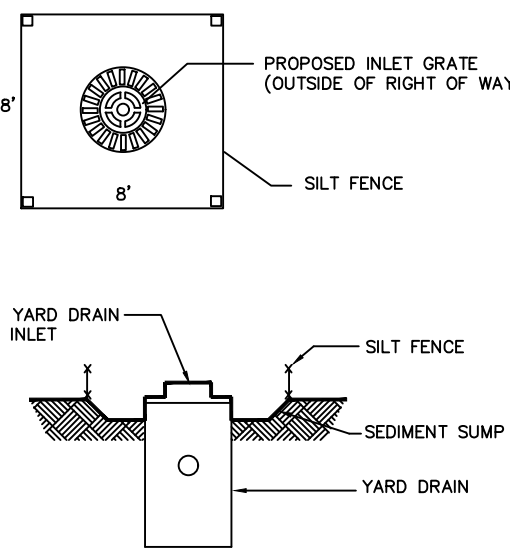
- ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY GRADING. EARTH CHANGE AREA = APPROX. 5.5 ACRES.
- INSPECT & MAINTAIN ALL TEMPORARY SOIL EROSION CONTROLS AFTER EACH SIGNIFICANT RAINFALL EVENT UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED.
- ALL NON PAVED AREAS TO BE TOPSOILED (6" MIN.) & SEEDDED
- PLACE SILT FENCE AS SHOWN ON PLAN & PER DETAIL.
- PROTECT 25 PROPOSED STORM INLETS WITH SILT SACKS AS SHOWN ON PLAN & PER DETAIL & REMOVE WHEN SITE IS STABILIZED.
- PROTECT 2 PROPOSED STORM YARD DRAINS WITH YARD DRAIN PROTECTION AS SHOWN ON PLAN & PER DETAIL & REMOVE WHEN SITE IS STABILIZED.
- CONTRACTOR IS RESPONSIBLE TO SWEEP ANY TRACKING ON PUBLIC STREETS CAUSED BY SITE CONTRACTOR OR HIS SUBCONTRACTORS.



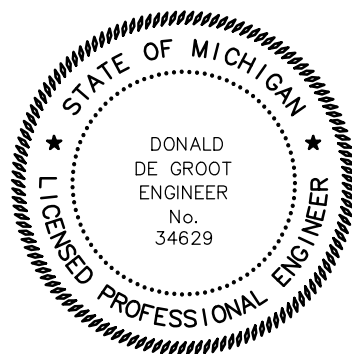
SILT SACK DETAIL



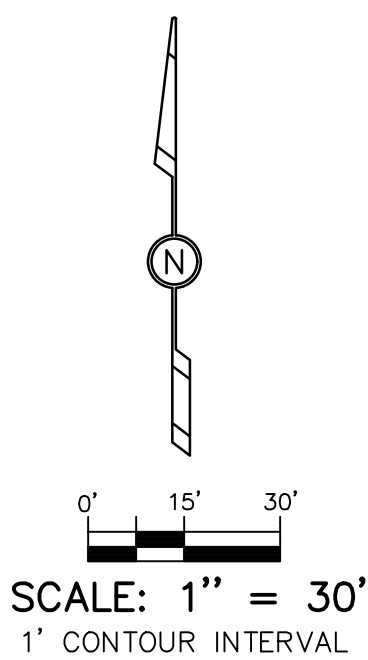
SILT FENCE DETAIL



YARD DRAIN PROTECTION DETAIL



Know what's below.
Call before you dig.



SCALE: 1" = 30'
1" CONTOUR INTERVAL

LEGEND

- UTILITY POLE & GUY WIRE
- HYDRANT
- CATCH BASIN
- MANHOLE
- TELEPHONE BOX
- BURIED FIBER OPTIC MARKER
- BURIED GAS LINE MARKER
- BURIED TELEPHONE MARKER
- BURIED SANITARY MARKER
- OVERHEAD WIRES
- PROPOSED CONTOUR
- EXISTING CONTOUR
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- SILT FENCE
- SILT SACK
- YARD DRAIN SUMP

GRADING AND SOIL EROSION CONTROL PLAN
6155 EAST PARIS AVENUE

FOR: AJ VENEKLASEN
ATTN: CHRIS VENEKLASEN
5000 KENDRICK CT. SE
GRAND RAPIDS, MI 49512
PART OF THE NE 1/4, SECTION 2, T5N, R11W, GAINES TOWNSHIP, KENT COUNTY, MICHIGAN

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



Attachment 1

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

P.A. 198 PROPERTY TAX ABATEMENT POLICIES

The following policies shall apply to the Township's consideration of requests to establish industrial development and plant rehabilitation district and approve applications for industrial facilities exemption certificates pursuant to Act 198 of the Public Acts in 1974, as amended ("Act 198"), MCL 207.551 et seq.:

1. **Commencement of Process; Filing of Application; Definitions.** The applicant for an industrial facilities exemption certificate (an "IFT Certificate") shall file a complete Application For Industrial Facilities Exemption Certificate (Michigan Department of Treasury Form 1012, as amended) (an "Application") in conjunction with a written request to establish an industrial development district or plant rehabilitation district (a "District"). This Application must be accompanied by all applicable attachments (including a legal description and survey of the boundaries of the requested District) and supporting information and payment of the Fee Deposit required by Paragraph 10. The Township will not process or consider an Applicant's request to establish a District until the Township has received a properly completed Application (including all applicable attachments and exhibits) and Fee Deposit.
2. **Site Plan Approval before Considering Establishment of a District.** The Township shall not consider a request to establish a District before the Township Planning Commission or Site Plan Review Committee, grants any required site plan approval for the project.
3. **Establishment and Boundary of a District.** Under the provisions of Public Act 198, a District must be established prior to the Application for an IFT Certificate. The District must be a legal description of the parcel of land on which the abatement is to take place. If a District currently exists on the property, the applicant may proceed directly to the Application of an IFT Certificate.
4. **Limit on Term of District.** There will be no limit on the term of a District. However, the Township reserves the right to revoke a District at any time. IFT Certificates approved by the State Tax Commission for facilities located in the District shall continue in full force and effect for the approved term of the IFT Certificate. In the event an applicant applies for an IFT Certificate for additional real and/or personal property on the site of a District whose term of existence has terminated, the consideration of the Application for the new IFT Certificate is subject to the establishment of a new District in accordance with Act 198.
5. **Maximum Term of Tax Abatement.** The maximum term of an IFT Certificate to be approved by the Township shall be twelve (12) years for real property and six (6) years for personal property. The actual term of an IFT Certificate will be based on the following table:

As adopted on 4/13/98
Amended 6/12/00
Amended 7/14/08

Investment Amount	Real Property Term	Personal Property Term
\$100,000 - \$249,999	4 years	2 years
\$250,000 - \$499,999	6 years	3 years
\$500,000 - \$749,999	8 years	4 years
\$750,000 - \$999,999	10 years	5 years
\$1,000,000 +	12 years	6 years

6. **Minimum Amount of Investment.** The Township will not create an industrial development or plant rehabilitation district, nor approve an application for tax abatement, unless the minimum amount of investment for which abatement is requested is \$100,000.
7. **No Extension of Term.** The Township will not approve an Application filed with the Township pursuant to PA Act 198 for the extension, renewal or reissuance of an IFT Certificate previously approved by the Township Board.
8. **No Speculative Buildings.** The Township will not establish a District for a speculative building (as defined in Act 198).
9. **Transfer of Certificates.** An IFT Certificate may be transferred and assigned by the holder of the IFT Certificate to a new owner or lessee of the facility but only with the approval of the Township and the State Tax Commission after application by the new owner or lessee, and notice and hearing in the same manner as provided in this policy and Act 198.

An IFT Certificate may be transferred from another jurisdiction into the Township, subject to approval by the legislative body of that jurisdiction and with the approval of the Township and the State Tax Commission after application by the new owner or lessee, and notice and hearing in the same manner as provided in this policy and Act 198.

The Township Board reserves the right to decrease or increase the existing term length involved in the transfer of an IFT Certificate.

10. **Application Fee.** The Township shall charge an applicant an application fee to process an Application. The application fee shall not exceed the **lesser** of (a) the actual cost incurred by the Township to process the Application (including, for example, legal, publication, mailing and similar costs), (b) two percent (2%) of the total property taxes abated under Act 198 for the term of years that the IFT Certificate is in effect or (c) \$2,000. The Township will not file the Application with the State Tax Commission until full payment of the application fee, as billed, is received. If an Application is subsequently denied or withdrawn, the Township shall be entitled to payment of its actual costs incurred up to such denial or withdrawal, subject to the above stated limits.
11. **Fee Affidavit.** There shall be attached to each Application, approved by the Township and filed with the State Tax Commission, an affidavit, signed by the Township Assessor and by the applicant, which states that no payment of any kind in excess of the fee allowed by Section 5(3)

of Act 198 has been made or promised in exchange for favorable consideration of the Application.

12. **Agreement.** In accordance with Section 22 of Act 198, the approval of an Application shall be subject to the execution of a Tax Abatement Agreement between the Township and the operator of the facility outlining conditions/recourse to be upheld during the term of the IFT Certificate. A sample Tax Abatement Agreement is attached hereto as Attachment I.
13. **Revocation of Certificate.** The Township reserves the right to revoke an IFT Certificate in accordance with Section 15 of Act 198, the terms and conditions of the Tax Abatement Agreement or upon the failure of the Applicant/Owner/Occupant of the facility to pay ad valorem and/or industrial facilities taxes prior to the same becoming delinquent in accordance with applicable law.
14. **Variances.** The Township Board reserves the right to vary from these policies. Such variances shall only be considered by the Township Board on a very limited basis where the nature of the project in the sole judgment of the Township Board (as determined by the Township Board in the exercise of its reasonable discretion) is so significant that it presents a unique opportunity for the Township and its residents.
15. **Checklist of Procedures.** The Township shall develop a checklist of procedures to allocate the responsibilities for filing and processing an Application between the Township and the Applicant. It is intended that a copy of these policies and the checklist will be provided to each potential Applicant at the time the Applicant first contacts the Township to discuss a potential Application.
16. **Inconsistencies.** In the event of an inconsistency between the terms of these policies and Act 198, the provisions of Act 198 shall prevail.
17. **Schedule of Hearings.** The Township Supervisor is hereby authorized to schedule the required public hearings for the creation of the industrial development district and consideration of the application for tax abatement, and to arrange for giving notice of these hearings as required by law. In his discretion, the Township Supervisor may instead request that the Township Board approve the time and date of these public hearings.

ATTACHMENT I

_____[SAMPLE]

TAX ABATEMENT AGREEMENT

As required by Section 22 of Act 198 of the Public Act of Michigan of 1974, as amended ("Act 198"), **ABC Company ("ABC")**, hereby enters into the following agreement with the Charter Township of Gaines ("the Township"), for the purpose of inducing the Township to grant an industrial facilities exemption certificate ("IFEC") for new buildings and equipment described in an application that has been filed with the Township (the "Facility"), pursuant to Act 198:

1. **ABC** hereby represents that it will, with respect to the Facility, subject to allowance for depreciation and decrease in market value during the entire period of the tax abatement approved by the Township:
 - a. invest (or lease) and maintain not less than **\$(Insert Amount of Real Property itemized in Application)** in land improvements and buildings in the Township; provided, however, that such amount shall be increased to an amount equal to the actual value of land improvements and building, if greater than **\$(Insert Amount of Real Property itemized in Application)**; and
 - b. invest (or lease) and maintain not less than **\$(Insert Amount of Personal Property itemized in Application)** in new equipment and furniture at the Facility; provided, however, that such amount shall be increased to an amount equal to the actual value of new equipment and furniture, if greater than **\$(Insert Amount of Personal Property itemized in Application)**. (the land improvements and building in 1(a) and the equipment and furniture in 1(b) shall be referred to as the "Property")
2. **ABC** shall provide the Township with a written appraisal of the Property not later than 180 days following completion of the installation of the Property. **ABC** agrees that said appraisal shall be admissible as evidence, and **ABC** shall not contest such admissibility in any proceeding before the Township Board of Review, the Michigan Tax Tribunal, the State Tax Commission, or in any other proceeding intended to review and/or amend the valuation of the Property for tax purposes.
3. **ABC** further represents that it will, commencing not later than 2 years after the Facility is completed, provide and maintain employment for the equivalent of **[Insert total of existing and proposed employees from Application]** employees working at least an average of 35 hours per week.
4. When hiring, **ABC** shall make a good faith effort to hire employees from the Township and the immediately surrounding area, including advertising in a newspaper of general circulation within the Township and the surrounding area. However, this section shall not require **ABC** to take any action in

violation of applicable employment-related laws and **ABC** retains the right to hire the most qualified employees as permitted under applicable law without regard to geographical residence.

5. **ABC** commits to operate the Facility for which abatement has been requested for the entire period of the tax abatement. If, in the sole judgment of the Township, **ABC** has taken action which constitutes relocation of more than an insubstantial part of its Facility to another jurisdiction, or closes more than an insubstantial part of the Facility, prior to expiration of the tax abatement, then **ABC** shall reimburse all affected taxing units a portion of the difference between the taxes which were paid, and those which would have been paid but for the abatement, in accordance with the following schedule:

[12 year abatement] – REAL PROPERTY

Year of Closing or Relocation	Refund %
0-3	100%
4-5	75%
6-7	50%
8-9	25%
10-12	0%

[6 year abatement] – PERSONAL PROPERTY

Year of Closing or Relocation	Refund %
0-2	100%
3	75%
4	50%
5-6	0%

6. If **ABC** does not repay the Township upon demand, the Township may collect the required abatement in the manner provided by Act 198 for the collection of delinquent industrial facilities taxes or in any other manner permitted by law.

7. If the Facility fails to meet the expectations, or to comply with the agreements set forth in paragraph 1 through 5 above, then the Township may, in its sole discretion, terminate or reduce the term of the industrial facilities exemption certificate granted to **ABC**.

8. The Township shall provide at least 15 days written notice to **ABC** if the Township intends to take action to enforce this Agreement, and shall permit **ABC** an opportunity to be heard concerning the matter at a special or regular meeting of the Township Board. The Township shall not require repayment, or revoke or reduce the term of the certificate, unless investment or employment are less than the commitments made in paragraphs 1, 2 or 3 for a continuous period of more than 180 days.

9. Not later than 90 days following completion of the installation of the Property, **ABC** shall provide to the Township certification of all amounts spent on the Property in the Facility. **ABC** shall also, at that time, certify to the Township the number of full-time (over 35 hours per week) employees presently working at the Facility.

10. On October 15, **[Insert first calendar year IFEC is expected to be in effect]** and annually on each October 15 thereafter as long as the IFEC remains in effect, **ABC** shall certify to the Township the number of full-time (over 35 hours per week) employees then employed in the Facility. In addition, **ABC** shall provide such other information as is reasonably requested by the Township to verify continued compliance with this Agreement.

11. The remedies in this Agreement are in addition to the remedies provided by Act 198. This Agreement contains the entire agreement between the parties with regard to its subject matter and may be amended only in writing signed on behalf of **ABC** and approved by resolution of the Township Board.

12. **ABC** acknowledges receipt of and agrees to be bound by the terms of the Township's P.A. 198 Property Tax Abatement Policies

13. In addition to the preceding statements, **ABC** and the Township do swear and affirm by the signatures below that "no payment of any kind in excess of the fee allowed by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

ABC COMPANY

Dated: _____, 2____

by (print name): _____

Its _____

Signature: _____

CHARTER TOWNSHIP OF GAINES

Dated: _____, 2____

by (print name): _____

Its _____

Signature: _____

Attachment 2

Dan Wells

From: Megan VanHoose
Sent: Monday, February 15, 2021 1:50 PM
To: Dan Wells
Subject: FW: Mobile Defenders renewed Application for IFT
Attachments: Final Revised IFT Application and Supplement Executed.pdf

From: Jensen, Ingrid A. <ijensen@clarkhill.com>
Sent: Monday, February 15, 2021 1:13 PM
To: Megan VanHoose <megan.vanhoose@gainestownship.org>
Subject: Mobile Defenders renewed Application for IFT

Hi Megan – I have 2 comments on the renewed Application for IFT exemption (attached) submitted by MD II Holdings, LLC - Mobile Defenders (the “Company”).

1. The Company has submitted the renewed exemption request on the basis that the primary purpose and use of its improvements to the real property constitute “the engaging in a high-technology activity” (MCL 207.552(7)). High-technology activity is defined in MCL 207.803. The Company claims that its activities fall within section (m)(iv) of the statute, which activities are as follows:

(iv) Electronic device technology, which is any technology that involves microelectronics, semiconductors, electronic equipment, and instrumentation, radio frequency, microwave, and millimeter electronics, and optical and optic-electrical devices, or data and digital communications and imaging devices.

The Company lists on the first page of the Supplemental Addendum of its Application 9 specific services it provides that it claims qualify as high-technology activities as defined in (m)(iv). I do not have sufficient expertise to know if this is accurate. For example, one of the services is “Recycling broken smartphone screens for refurbishment through a Broken Screen Buyback Program”. Does this service constitute “*electronic device technology*”? Perhaps Dan or other Township staff has the expertise to determine whether any of the listed services qualify. If yes, then the Company qualifies for the exemption, subject to comment 2 below.

2. Note, though, as stated in the Application, the Company will be leasing only approximately 50% of the space, with the other 50% being leased to third party tenants. The Company has provided 2 Leases for the Company as tenant: one for 25,000 square feet – Suite A, and one for 12,500 square feet – Suite B, for a total of 37,500 square feet. The building will be approximately 92,785 square feet (and note that 50% would be 46,392 square feet). Recent case law requires that the tenant be obligated to pay the taxes for the property. There are First Amendments to the Leases dated January 29, 2021 that in fact require the Company, as tenant, to pay the taxes for the entire property, presumably even areas the Company does not lease. However, this does not address the question of whether the entire building is entitled to the exemption, even if the Company is obligated to pay the taxes for the entire

building. This would not seem to comply with the requirement that the “primary purpose and use” of the building be the high-technology activity use. I recommend that the Company provide legal support for its position that the entire building, even the portions not being leased to the Company, qualify for the exemption for the reason that the Company is responsible to pay the taxes for the entire building.

Let me know if you have any questions or would like to discuss further.

Ingrid A. Jensen

Member in Charge – Grand Rapids Office

CLARK HILL PLC

200 Ottawa Avenue N.W.

Suite 500 | Grand Rapids, MI 49503

616.608.1107 (Direct) | 616.608.1167 (Fax) | 616.915.2273 (Cell)

IJensen@ClarkHill.com | www.clarkhill.com

This email message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify us immediately by reply email and destroy all copies of this message and any attachments. Please do not copy, forward, or disclose the contents to any other person. Thank you.

Attachment 3



Dear Dan,

Please see below for additional information that addresses your questions raised in your email dated February 23, 2021:

Mobile Defenders' Business Is a "High-Technology Activity"

Under PA 198 of 1974, a "High-technology activity" qualifies as an Industrial Property for purposes of granting the industrial facilities tax exemption. See MCL 207.552(7). PA 198 defines "High-technology activity" by pointing to a definition of the phrase used in the Michigan Economic Growth Act. See MCL 207.552(12) and MCL 207.803(m).¹

Mobile Defenders ("MD") provides several services and operates programs that fit squarely within the Economic Growth Act's definition of a "High-technology activity." MD's operations include several aspects that involve electronic device technology and product research and development:

- Harvesting parts (including microelectronics, semiconductors and electronic equipment) from damaged or inoperable equipment for use in device repair;
- Testing product specifications for accuracy (including electronic equipment and digital communication and imaging devices);
- Testing microelectronic components like proximity sensors, charge ports and camera modules to ensure performance;
- Measuring voltage and amperage for batteries and accessories;
- Utilizing magnification devices to find pixel imperfections and inconsistencies in device screens;
- Measuring product performance and specifications including screen brightness, color accuracy, screen thickness and viewing angle; and
- Studying wireless chargers and their effects on radio frequency and touch response in smart phone applications.

MD's business qualifies as a "High-technology activity" due to its regular testing, processing and study of electronic device technology. These operations involve several components that the Economic Growth Act uses to define an "electronic device technology." See MCL 207.803(m)(viii). Namely, MD's operations involve the use, testing and harvesting of microelectronics, semiconductors, electronic equipment and data and digital communications and imaging devices. Each of these facets of MD's business meets the definition of a "High-technology activity."

A "High-technology activity" also includes "product research and development." See MCL 207.803(m)(viii). As highlighted above, MD is continually engaged in testing, measuring and studying computing and mobile device components in an effort to test parts for optimal product performance. MD utilizes industry-specific tools, instruments, software and equipment as part of its research and development process in an effort to improve the performance of certain parts like mobile phone screens.

¹ See also https://www.michigan.gov/documents/taxes/IFE_FAQs_Final2_490109_7.pdf



Even if MD's core business didn't qualify as a "High-technology activity," MD's business nevertheless qualifies because MD is "processing goods or materials" by "physical change". That processing is an independent means of qualifying as "industrial property." *See* 207.552(7). Like any manufacturer, MD builds these products by physically altering components of these products. For example, MD disassembles used Chromebooks, removes the operable and inoperable parts, and process those parts for reuse. Some of this alteration consists of refurbishing existing (used) components. But nothing in PA 198 says that a manufacturer cannot produce things out of used materials, or parts made by someone else. In fact that's what every manufacturer does who does not own their own mining, smelting, and steel producing facilities. Accordingly, MD's use of the proposed facility qualifies as an Industrial Property.

MD Will Lease the Facility with the Intent to Expand

As discussed in our application materials, MD will not initially occupy the entire facility. Rather, MD intends to expand into the full space in the future. MD II Holdings, LLC, a Delaware limited liability company, and an affiliate of the MD real estate holding company, will lease approximately 50% of the newly constructed facility. The remaining 50% of the facility will be leased to third-party tenants until MD is able to expand into the remainder of the facility. Doing so will enable MD to fund construction of this new facility and will ensure that MD has the necessary space for future expansion.

The Township's counsel has noted that the State Tax Commission ("STC") has two specific requirements with regard to whether a leased facility will qualify for the IFT certificate: (1) the length of the lease must be as long as or longer than the length of the certificate to be granted, and (2) the tenant must have the tax liability for the length of the certificate to be granted (any indication that the taxes are being reimbursed as "additional rent" is not acceptable).

In this case, MD's lease documents address these two items directly. First, the amendments to the respective lease agreements extend the term of the leases to December 31, 2034. This term covers the entire 12 year period of the requested IFT certificate (which would be December 1, 2022 to December 31, 2034). Second, the lease amendments clarify that the Tenant will pay all taxes directly to the taxing authority – not to the landlord as additional rent. We understand that that the Township's main concern with regard to this item is that MD will be responsible for real estate taxes for a portion of the Property which MD is not occupying.

The STC does not provide written, published guidance on how real estate tax liability or application of the industrial facilities tax exemption applies to a multi-tenant property. Our legal counsel did, however, speak with Janay Jenkins, a representative of the Michigan Department of Treasury Community Services Division, in connection with the STC's specific lease requirements concerning a multi-tenant building's qualification for the IFT Certificate. Given the facts involved and MD's proposed use of the facility, Ms.

MOBILE DEFENDERS

3990 44th Street SE, Kentwood, MI 49512

w. www.mobiledefenders.com | **e.** sales@mobiledefenders.com | **p.** 616-551-2286



Jenkins suggested that, while MD will only initially occupy approximately 50% of the building, the MD operating entity should be responsible for payment of 100% of the taxes because MD eventually plans to expand into the entire facility. The STC representative shared that this allocation of responsibility for property taxes would satisfy the STC's leasing requirements. However, Ms. Jenkins also advised that should the Township choose to grant MD an IFT certificate only for the area which MD will presently occupy, MD would be able to apply for further abatement in the future. Following this guidance from the STC, we structured our application materials and lease arrangements accordingly to maximize the available abatement in an effort to make this expansion a reality.

Summary

For each of the reasons detailed above and those contained in our previously submitted application materials, MD satisfies the requirements for the industrial facilities tax exemption. MD requests that Gaines Charter Township create the requisite Industrial Development District and approve MD's application for the IFT certificate. Should the Township require MD to re-submit its application following creation of the Industrial Development District, we'd be happy to do so.

We very much appreciate the Township's assistance and support throughout this process as we endeavor to make this project possible. We look forward to the opportunity to address any questions or concerns that the Board of Trustees may have at the meeting scheduled for March 15th. Should you have any questions in the meantime, we'd appreciate an opportunity to speak with you and the Township's counsel to address any questions or concerns prior to the March 15th meeting.

Sincerely,

Jordan Notenbaum

MOBILE DEFENDERS

3990 44th Street SE, Kentwood, MI 49512

w. www.mobiledefenders.com | **e.** sales@mobiledefenders.com | **p.** 616-551-2286

GAINES CHARTER

TOWNSHIP

PLANNING & ZONING DEPARTMENT

2020 ANNUAL REPORT



Endorsed by the Planning Commission on January 28, 2021

TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
CURRENT PLANNING DIVISION	2
LONG-RANGE PLANNING DIVISION	6
CODE ENFORCEMENT DIVISION	7
DEPARTMENT ADMINISTRATION	8

Executive Summary

Section 19(2) of the Michigan Planning Enabling Act (Public Act 33 of 2008) requires the Planning Commission to ***“make an annual written report to the legislative body concerning its operation and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.”***

The **2020 Planning & Zoning Department Annual Report** provides the Planning Commission and Township Board with the following information:

- An update of development activities within the Township
- The meeting activity of both the Planning Commission and the Zoning Board of Appeals
- Code enforcement activities
- Internal department activities
- A review of Master Plan implementation actions

The **Annual Report** offers information that is intended to be relevant to the Planning Commission, Township Board, Zoning Board of Appeals, Township staff and the general public. The work program will help guide the department’s actions throughout the upcoming year and serve as a benchmark when preparing the subsequent year’s **Annual Report**.

The following statement serves as the Department’s vision:

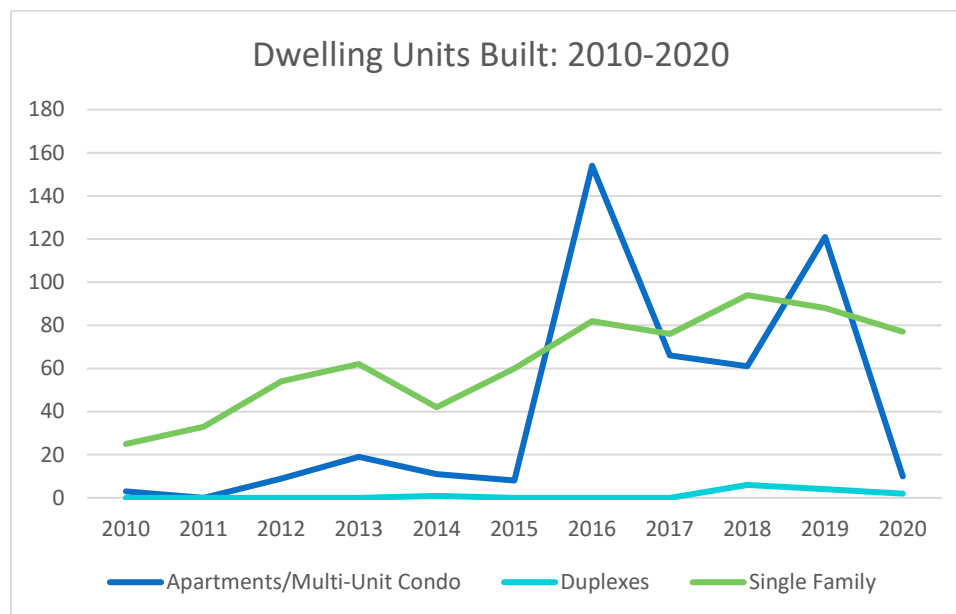
In our capacity as Planning and Zoning Department staff, we are committed to providing the Planning Commission, Zoning Board of Appeals, and Township Board with professional assistance so that together we may work towards the vision created in the Township Master Plan. As staff, we see ourselves as the facilitators between the many various stakeholders within the Township and strive to develop consensus on the multitude of land use issues that come before the Township. As always, our ultimate goal is to provide for the health, safety, and general welfare of the community as a whole. We take seriously this obligation and strive to accomplish this goal in every facet of our department’s actions.

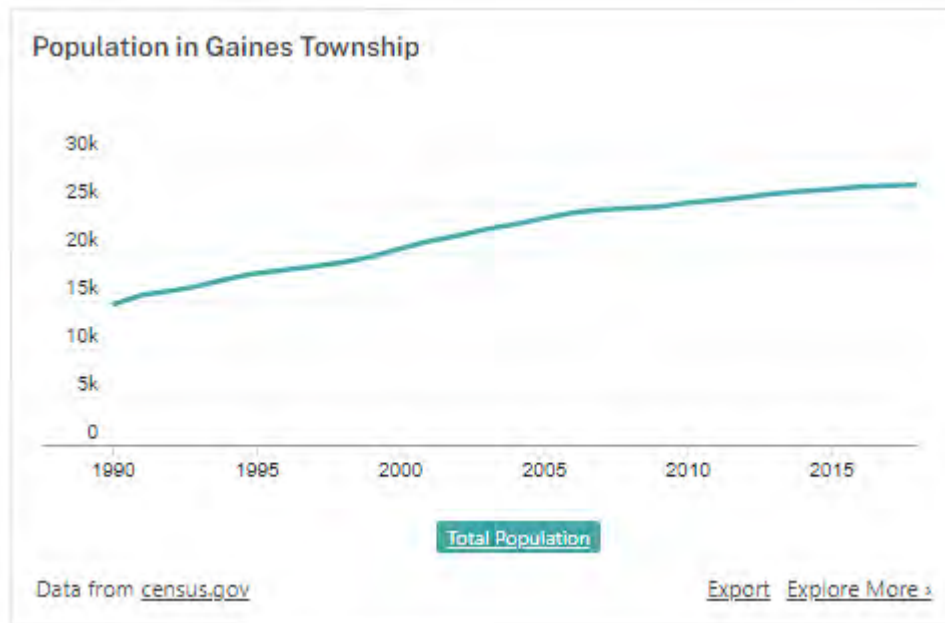
Current Planning Division

RESIDENTIAL BUILDING PERMITS

Table 1 details the number of new dwelling units per year over the last 10 years 2010 to 2020. This includes single-family dwellings as well as attached units and apartments/condos.

	Apartments/ Multi-Unit Condos	Duplexes	Single Family Homes/Condos	Total Units
2020	10	2	77	89
2019	121	4	88	213
2018	61	0	94	161
2017	66	0	76	142
2016	154	0	82	236
2015	8	0	60	68
2014	11	1	42	54
2013	19	0	62	81
2012	9	0	54	63
2011	0	0	33	33
2010	3	0	25	28





PROJECT REVIEWS

Table 2 contains a list of application reviews completed by the Planning Commission, Township Board, and Township staff. The items are listed by the order in which they were considered.

Development Name/Address	Request Type	Description	Planning Commission Action	Township Board Action
Preservation Lakes Phases 3 & 4, 9820 Waterstone Drive SE	Major PUD Amendment	Amendment to the Preservation Lakes Planned Unit Development would increase the number of home sites from 116 to 120 within the single-family residential portion of the development.	Approved	Approved
4710 100th Street	Special Use Permit	To allow for a total of 3,220 square feet of gross floor area for accessory buildings in the A-B zoning district.	Approved	No Action
55 79th Street	Rezoning	Rezone from RL-10 to C-2 to allow for construction of a small engine repair business.	Withdrawn	No Action
6911 Rapids Drive-Lone Oak Distributors	Major PUD Amendment	Amendment to the Steelcase PUD-LSP to allow for installation of light poles of varied heights (30 to 40 feet), exceeding the maximum height for light poles (20 feet).	Approved	Approved
6911 Rapids Drive-Lone Oak Distributors	Major PUD Amendment	For a 206,514 square foot distribution center.	Approved	No Action
4284 60th Street	Site Plan Review	For a 160,000 square foot industrial building (AKA ALRO).	Approved	No Action
6869 East Paris Ave	Site Plan Review	For various site improvements and structures	Approved	No Action
6155 East Paris	Site Plan Review	For a self-storage facility.	Approved	No Action

3592 100th Street	Special Use Permit	For a total 5,184 square feet of accessory buildings in the A-B zoning district.	Approved	No Action
8190 Division Avenue	Planned Unit Development Rezoning	Planned Unit Development (PUD) for a single apartment building with 125 market-rate senior housing units.	Approved	Approved
6911 Rapids Drive- Lone Oak Distributors	Major PUD Amendment	To allow for greater wall and ground sign square footage.	Approved	Approved
9525 Meadow Valley	Special Use Permit	Request to allow for a total of 2,592 square feet of accessory buildings in the A-B zoning district.	Approved	No Action
389 68th Street	Special Use Permit	Temporary tent for summer & fall sales.	Approved	No Action
4317 68th Street	Site Plan Review	Old Dominion Freight Lines Terminal, a 43,089 SF industrial building with 83 truck dock doors.	Approved	No Action
6729 Hanna Lake	Site Plan Review	For a 11,500 SF addition on south side of the existing school.	Approved	No Action
6207 East Paris	Site Plan Review	30,000 SF warehouse facility.	Approved	No Action
7115 Kalamazoo	Major PUD Amendment	900 SF Addition to commercial building in the Crystal Springs PUD.	Approved	Approved
7884 Eastern Ave	Special Use Permit	Everett's temporary accessory building on site to expand available office space and enable better social distancing.	Approved	No Action
6150 Hanna Lake	Special Use Permit	Requesting 3,224 Square Feet of Accessory Building in Residential-10 Zoning District	Approved	No Action
2410 68th	Rezone	Of part of the parcel from Residential-14 to Residential-10.	Approved	Approved
7979 Kalamazoo Ave.- South Christian HS	Special Use Permit	Solar Field	Approved	No Action
9820 Waterstone Drive	Preliminary Plat Review	Preservation Lakes PUD- Phase 4	Approved	In process
6658 East Paris	Major PUD Amendment	OTP PUD amendment for a 73,500 square foot multi-tenant building	Approved	In process
17 & 21 Willman and 6536 & 6540 Division	Rezone	Of two complete lots and a portion of two additional lots from R-3 to C-2	Approved	In process
8460 Kalamazoo, Gaines Town Center	Rezone	To create a walkable, mixed-use town-center and residential development	In process	
3500 60th Street Apartments	Rezone	Planned Unit Development (PUD) for a market-rate apartment complex	In process	
Stoneco 2020 Annual Review	Annual Review	Annual operating plan	Approved	No Action
6155 East Paris	Site Plan Review	For a proposed 89,430 square foot building and associated site improvements	Approved	No Action

Table 3 contains a list of application reviews completed by and Township staff as administrative approvals.

Development Name/Address	Request Type	Description	Planning Staff Action
1801 Marketplace Drive- Meijer	Minor PUD Amendment	Construction of a 1,739 SF addition for handling storage and delivery of goods for the digital ordering program.	Approved

3555 68th Street	Temporary Permit for One Day Event	For annual outdoor event at Railtown Brewing.	Approved
Cooks Crossing PUD	Minor Amendments	• Phase 2; Adjust lot lines and incorporation of cul-de-sac and “eyebrow bubbles” along main road. • Phase 3; Replace two five-unit townhomes with seven detached “terrace” homes.	Approved
Preservation Lakes PUD	Minor Amendments	• Former duplex buildings 47, 48, 49 (six units) replaced with single villa buildings 47, 48A, 48B, 49A, 49B. • Former single building villa 44 replaced with duplex 44. • Building 39 pulled closer to the turn-around. • The overall unit count of 81 total for The Enclave remains the same. • Two additional water and sanitary service laterals will be installed to service the additional villas. • The layout of Haven Court has been slightly modified to accommodate the additional unit.	Approved

VARIANCES

Table 4 provides a summary of the variance requests in 2020.

Address	Variance Type	Description	Staff Recommendation	Action
1120 60th Street	Dimensional	For construction of 3 homes: 1) Reduction of an access easement width from 50 to 25 ft. 2) Waiver of 35-foot ft. yard setback from access easement, Parcel 1 (0 ft.), Parcel 2 (13 ft.)	Denial	Denial
6729 Hanna Lake	Dimensional	To allow for an addition to the Dutton Christian School: request for a reduction of the 50-foot rear setback to 17 feet.	Denial	Approval
6723 Adrian St	Dimensional	To allow for addition to an accessory building. Request to reduce setback to 4 feet from side yard lot line.	Denial	Approval
109 Brownell St	Dimensional	For construction of a single-family home. Request to reduce setback to 29.5 feet in front yard and 29 feet in rear yard.	Denial	Denial
9345 Eastern	Dimensional	For construction of a single-family home. Request to reduce setback to 21 feet in front yard.	Approval	Approval

ORDINANCE UPDATES

There were two completed text amendments to the Gaines Charter Township Zoning Ordinance in 2020:

1. Private Street Ordinance; to regulate required frontage, private streets, shared driveways, and private driveways.
2. Setback Averaging Ordinance; If located within Sections 6 and 7 and adjacent to a street with an established building pattern that consistently varies from current setback requirements, an infill development or redevelopment may request to utilize a front or side setback determined by averaging the setbacks of adjoining properties.

REZONINGS

Table 5 provides information on the four rezoning applications received in 2020.

Development Name/Address	Description
8190 Division	Request to change RL-10 and RL-14 parcel to PUD for a 125-unit apartment building project.
2410 68 th Street	Request to change RL-14 parcel to RL-10 Low-Density Residential for a subdivision plat.
8460 Kalamazoo	Request to rezone the property from Agricultural-Residential to PUD for a mixed-use town center development.
3500 60 th Street	Request to change RL-10 parcels to PUD for a multi-unit apartment building project.

Long-Range Planning Division

MASTER PLAN IMPLEMENTATION

As a part of the 2002 Master Plan, an Implementation chapter was prepared to help guide future planning activities.

Table 6 lists the proposed implementation tasks and their current status. Planning Department staff performed work on 4 of the 12 implementation steps laid out in the 2002 Master Plan.

Task	Status	Comments
Evaluate and Revise the Zoning Ordinance	Continued Action	Two ordinance text amendments approved in 2020.
Inventory Key Natural and Cultural Features	No Action	These tasks have been done on a case by case basis through PUDs, but not on a Township-wide, or Subarea basis.
Develop A Program for Natural Buffers and Scenic Easements	No Action	
Develop Performance Standards for the PUD District	Continued Action	A Guide to architectural and design standards for apartment complexes has been reviewed by Planning Commission.
Prepare a Sub-Area Plan for the Dutton Village Area	Completed	This was accomplished as part of the 2008 Master Plan Update.
Prepare a Sub-Area Plan for the Cutlerville Village Center	No Action	The need for a subarea plan for Division Avenue will be reevaluated as part of the 2021 Master Plan update.
Prepare a Corridor Plan for Kalamazoo Avenue	Completed	The Kalamazoo Avenue/84 Street Subarea plan was passed by the Planning Commission in November

		2015 and was approved by the Township Board in March 2016.
Establish Consistent Standards for Calculating Density	Mixed Results	No formal action taken on this item. We have been consistent in measuring density using the net density approach, but with no formal standards.
Improve Public Understanding of Growth Management Benefits	No Action	The Department has not actively been pursuing this area.
Promote the Purchase of Development Rights	No Action	The Department has not actively been pursuing this area.
Promote Transfer of Development Rights	No Action	The Department has not actively been pursuing this area.
Improve Non-Motorized Transportation Network	Positive Action	A connection between Division Avenue and Brewer Park has been designated as part of the Clover Development Apartments at 8190 Division.

PARKS & RECREATION

In 2020 Township Planning Staff in conjunction with the Parks and Recreation Committee continued work on an update to the Gaines Charter Township Parks & Recreation Plan. The plan is expected to be updated in 2021. The committee continues to focus on the management of Prairie Wolf Park and is in the initial stages of trying to establish an environmental education center at 8665 Kalamazoo, which the Township acquired in 2020.

Code Enforcement Division

The Planning Department continued to use BS&A software to register and track code enforcement cases in 2020. Filed cases are those where a complaint has been received and registered in the software, and staff has completed a physical inspection of the property and contacted the property owner regarding a potential violation. Warning letters are sent, and followed up with a second letter or Sherriff's Deputy site visit. Complaints that have no corresponding enforceable ordinance are not included (e.g., high grass or weeds).

Table 7 is a summary of the enforcement cases undertaken by planning staff.

Address	Category	Date Filed	Status
2730 60TH ST SE	Other	09/24/2018	Case Closed
785 COLEMAN ST SE	Trash/Junk	12/31/2019	Case Closed
1056 84TH ST SE	Other	02/26/2020	Case Closed
471 72ND ST SE	Zoning	03/05/2020	Case Closed
6720 COLLEGE AVE SE	Zoning	03/16/2020	Case Closed
155 FONTENELLE ST SE	Nuisance Parking	05/11/2020	Case Closed
1310 RYE GRASS DR SE	Nuisance Parking	06/09/2020	Case Closed
101 76TH ST SE	Other	06/22/2020	Case Closed

1166 60TH ST SE	Zoning	07/14/2020	Case Closed
7682 CIDERMILL DR SE	Nuisance Parking	07/14/2020	Case Closed
428 FONTENELLE ST SE	Other	07/22/2020	Case Closed
6491 NEARPOINT DR SE	Inoperable Vehicle	07/30/2020	Case Closed
1578 BERRYBROOK DR SE	Nuisance Parking	08/24/2020	Case Closed
7226 DIVISION AVE SE	Nuisance Parking	08/25/2020	Case Closed
56 DUNKIRK ST SE	Trash/Junk	09/29/2020	Case Closed
3376 68TH ST SE	Other	10/08/2020	Warning Issued
3100 60TH ST SE	Zoning	10/28/2020	Warning Issued
84 84TH ST SE	Noise	11/12/2020	Case Closed
7243 SUNDALE DR SE	Inoperable Vehicle	11/16/2020	Warning Issued

Department Administration

PLANNING COMMISSION

During 2020, The Planning Commission held 10 regular meetings (two cancelled due to the Covid epidemic), one special meeting and one joint meeting with the Township Board of Trustees.

Table 8 lists the members of the Planning Commission during 2019.

Member	3-Year Term Ends	Member Since	Officers
Connie Giarmo	December 2022	2008 (1991 – 2000)	Chairperson
Ronnie Rober	December 2020	2002	Vice-Chairperson
Lani Thomas	December 2022	2006	Secretary
Tim Haagsma	Township Trustee	2002 (1992 – 1997)	
Brad Burns	December 2021	2014	
Talimma Billips	December 2022	2017	
Brad Waayenberg	December 2021	2018	

Table 9 illustrates the attendance at Planning Commission Meetings in 2019.

2020 Meeting Attendance							
	Billips	Burns	Haagsma	Giarmo	Rober	Thomas	Waayenberg
January	X	X	X	X	X	X	X
February	Absent	X	X	X	X	X	X
March	Meeting Cancelled						
April	Meeting Cancelled						
May 21	X	X	X	X	X	X	X
May 27	X	X	X	X	X	X	X
June	X	X	X	X	X	X	X
July	Absent	X	X	X	X	X	X
August	X	X	X	X	X	X	X
September	X	X	X	X	X	X	X
October	X	X	X	X	X	X	X

November	X	X	X	X	X	X	X
December	X	X	X	X	X	X	X
No. of Absences	2	0	0	0	0	0	0

ZONING BOARD OF APPEALS

The Zoning Board of Appeals met on five occasions in 2020.

Table 10 lists the members of the Zoning Board of Appeals in 2020.

Member	3-Year Term Ends	Member Since	Officers
Tom Werkema	December 2022	2012	Chair
Ruth Ringnalda	December 2022	2002	Vice Chair
Michael Brew	December 2021	2015	
Connie Giarmo	December 2022	2014	
Don Hilton	December 2020	2018	Secretary
Phil Tietz	December 2020	2018	Alternate

Table 11 lists the meeting dates of the ZBA in 2020.

2020 Meeting Attendance						
	Brew	Giarmo	Hilton	Ringnalda	Tietz	Werkema
January	X	Absent	X	X	X	X
February	Meeting Cancelled					
March	X	X	X	X	X	X
April						
May	X	X	X	X	X	X
June	X	Absent	X	X	X	X
July	Meeting Cancelled					
August	Meeting Cancelled					
September	Meeting Cancelled					
October	Meeting Cancelled					
November	X	X	X	X	X	X
December	Meeting Cancelled					
No. of Absences	0	2	0	0	0	0

DEPARTMENT PERSONNEL

Community Development Director Dan Wells replaced Matt McKernan in March. Planning Consultant David Jirousek, AICP continues to assist with plan reviews, larger projects and complete work on the Township Master Plan and Parks & Recreation Plan. Jeff Gritter of Vriesman & Korhorn Civil Engineering continued to provide support and guidance to the Planning Department.

BUDGET

The Department is committed to providing work in the most efficient and cost-effective manner. The following Tables represent information related to recent and historical Department budgets.

Table 12 lists the adopted budgets for the Planning and Zoning Department for fiscal years 2013-2020 and also shows the Department's Budget as a percentage of the overall General Fund Budget.

	2014	2015	2016	2017	2018	2019	2020
P/Z Budget	\$173,956	\$163,816	\$209,274	\$209,815	\$222,837	\$219,223	\$236,439
% of Gen. Fund	4.8%	4.9%	5.7%	5.9%	5.9%	5.2%	4.5%

Table 13 presents the actual dollar amount spent in the fiscal years 2013 – 2019 and is also expressed as a percentage of the approved Planning and Zoning Department's Budget.

	2013	2014	2015	2016	2017	2018	2019	2020
Actual Expenditures	\$109,986	\$126,029	\$109,962	\$173,548	\$174,995	\$189,710	\$204,153	198,665
% of Budget	60.1%	72.5%	67.1%	82.7 %	83.4%	85.1%	93.1%	84%



GAINES CHARTER TOWNSHIP

ASSESSING DEPARTMENT ANNUAL REPORT

MARCH 1, 2021

Assessing Team

Megan VanHoose, Township Assessor

Michigan Advanced Assessing Officer and Certified Personal Property Examiner

Jim Zenas, Assistant Assessor

Michigan Certified Assessing Officer and Certified Residential Appraiser

Karen Gehrls, Assessing Technician

Michigan Certified Assessing Technician

What do we do?

- The Assessing Department operates within the requirements of Chapter 211 of the Michigan Compiled Laws (MCL), otherwise known as the General Property Tax Act, as well as guidelines supplied by the Michigan State Tax Commission.
- We are entrusted with the responsibilities of maintaining the Township's five assessment rolls (1 ad valorem and 4 special acts) for all assessable property, both real and personal, located within the limits of Gaines Charter Township.
- The Assessing Department is responsible for inventory, valuation and maintenance of property record information of all property, both real and personal.
- Assessing is responsible for performing and maintaining property assessments and providing the Township Treasurer with taxable value on all Township properties for the equitable distribution of property tax burden.

How do we do it?

- Conduct field audits in all classes of property for both existing and new construction
- Collect and process sales data and verify all sales transactions
- Maintain property tax descriptions, sketches, addresses, maps, and valuation data for all properties
- Administer, audit and verify all property tax exemptions and abatements
- Defend property tax appeals through the Michigan Tax Tribunal
- Perform annual sales and ratio studies with Kent County for purposes of Equalization
- Provide public education in areas such as Principal Residence Exemption (PRE) affidavits, Property Transfer Affidavits (PTA), and personal property tax law. Increase understanding of the Michigan property tax system as established by State law.

Professional Development

- Megan VanHoose, MAAO
 - Attended IAAO Income Approach to Value – passed with 98%
 - Attended virtual workshops on Land Divisions, Database Auditing, Key Topics for 2021 and Board of Review Training
 - Continued to serve on IAAO (International) Education Committee, KCAAO (Kent County) Education Committee, and as a regular Board Member for MMAAO (Mid Michigan)
- Jim Zenas, MCAO
 - Attended virtual workshops on Key Topics for 2021, Board of Review Training & Assessment Roll Preparation
 - Accepted into the MAAO program beginning April 2021
- Karen Gehrls, MCAT
 - Attended virtual workshops on Forms, Key Topics for 2021 & Board of Review Training

Department Accomplishments

- Successfully implemented a work from home plan in accordance with DHS guidelines to ensure our work continued and residents were served timely and professionally.
- Performed 813 on-site inspections, including new construction permits, and updated/collected photos, measurements and sketches
- Performed 322 complete record card reviews through sales verification
- Processed over 3,000 sale documents
- Performed a complete personal property canvass and added 52 new commercial personal property accounts
- Processed land division requests resulting in a total of 235 parcels created or retired
- Defended and settled 4 small claims appeals through Michigan Tax Tribunal – 2 cases pending
- Defended and settled 1 full tribunal case – 2 cases pending
- Made progress on 2020 goals despite staffing turnover and Covid-19 restrictions
- Made courtesy contact with dozens of small businesses to assist with filing the Small Business Property Tax Exemption and Personal Property Statements

Department Challenges

- The Land Division Process between the Township and the County is inefficient with the volume of land divisions that are being processed thus creating delays within the Assessing and Building Departments and causing frustration for residents.
- IAAO standards on staffing indicate one full-time employee is required per 1,500-2,400 parcels which equates to 3.6 to 5.7 full-time employees for Gaines Township. We are operating with 2.75 full-time employees, up from 2.5 in 2020.

Department Goals - 2020 Recap

- Identify, list and value omitted property throughout the Township
 - In process – continual, long-term goal
- Identify, list and value all exempt property per AMAR requirements
 - In process – to be completed by the end of 2021
- Increase on-site inspections to 1,000 residential parcels
 - Increased from 685 in 2019 to 813 in 2020 (short-staffed for 5 weeks)
- Increase sales verifications to 100% of sales – approximately 350-400 parcels
 - 322 of 388 sales were verified - 83%
- Enter land data for all parcels to improve statistical analysis of land values
 - In process – long-term goal
- Implement a paperless deed system for sales processing
 - Completed at the Township level – County participation stalled due to Covid-19
- Develop documents to be made available to taxpayers for better understanding of State tax laws and forms
 - Created “How to Read Your Assessment Change Notice”

HOW TO READ YOUR ASSESSMENT NOTICE

Every year, you will receive a form like this, indicating changes in the assessed value and the taxable value of your property. The numbers give you an idea of how much this property could sell for and how much of that value you will pay taxes on.

If this is not a tax bill, what is it?

Your assessment notice is just that – a notice. It indicates what the local assessor determines your property is worth and how much of that value is taxable. It does not indicate what your taxes will be for this year.

Are you saving as much as you can?

If this property is your primary residence, it should qualify for an exemption that would save you a significant amount on your taxes. If the exemption has been filed for properly, your notice will say your home is 100% exempt as a *principal residence*. If you think you are eligible for the exemption but the notice does not say you are exempt, contact your local assessor's office. If the property is farmland, it may qualify for reduced taxes under another exemption.

How much will my taxes go up this year?

Your taxes will increase annually by the **Inflation Rate Multiplier** – last year's taxable value multiplied by the inflation rate multiplier will give you this year's taxable value – or 5% whichever is less. An estimated increase/decrease in your annual tax bill is listed here.

What your house is worth and how much of it will you pay taxes on?

The most important figure on this notice is the taxable value of your property for this year. Your taxes should be based on the amount in that box unless you appeal it. If you have owned your home for more than a year, it should be less than the assessed value, which is half of what the state calculates your property is worth in a specified year. Taxable and assessed value will be the same the year after you buy a property, but the gap between them will usually grow the longer you own the property.

Why your assessment changed?

The assessor recalculates the value of your property every year, and these lines give a general explanation of why assessments change. Even if you have not made any changes to your property in the past year, your assessment will likely still change to reflect the current real estate market. Your assessment can also fluctuate based on changes you make to your property or discrepancies found during routine field review.

THIS IS NOT A TAX BILL

Michigan Department of Treasury
10-18 (Rev. 10-20) L-4400

Notice of Assessment, Taxable Valuation, and Property Classification

FROM: MEGAN VANHOOSE
GAINES CHARTER TOWNSHIP
8555 KALAMAZOO AVE SE
CALEDONIA, MI 49316

PARCEL IDENTIFICATION

PARCEL CODE NUMBER: 41-22-20-200-017

PROPERTY ADDRESS:

8555 KALAMAZOO AVE SE
CALEDONIA, MI 49316

NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL:

GAINES CHARTER TOWNSHIP
8555 KALAMAZOO AVE SE
CALEDONIA MI 49316

PRINCIPAL RESIDENCE EXEMPTION

% Exempt as "Principal Residence Exemption": .00%
% Exempt as "Qualified Agricultural Property": .00%
% Exempt as "Not Incidental Personal": .00%
% Exempt as "Not Commercial Personal": .00%
% Exempt as "Qualified Personal Property": ☐ Yes ☒ No
% Exempt as "Developed Property": ☐ Yes ☒ No

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 703 (EXEMPT, COUNTY, CITY, TWP, VI)

PRIOR YEAR'S CLASSIFICATION: 703 (EXEMPT, COUNTY, CITY, TWP, VI)

The change in taxable value will increase/decrease your tax bill for this year by **\$0**.

	PRIOR AMOUNT YEAR: 2020	CURRENT TENTATIVE AMOUNT YEAR: 2021	CHANGE FROM PRIOR YEAR TO CURRENT YEAR
1. TAXABLE VALUE (Current amount is tentative):	0	0	0
2. ASSESSED VALUE:	0	0	0
3. TENTATIVE EQUALIZATION FACTOR:	1.000		
4. STATE EQUALIZED VALUE (Current amount is tentative):	0	0	0
5. There WAS/WAS NOT a transfer of ownership on this property in 2020:	WAS NOT		

The 2021 Inflation Rate Multiplier is: **1.014**

Legal Description: PART OF NE 1/4 COR AT NE COR OF SEC 14 S 00 44M 42S W ALONG E 1/2 SEC LINE 1320.0 FT TH N 88D 15M 08S W 330.0 FT TH S 00 44M 52S W 722.0 FT TH S 89D 15M 08S E 330.0 FT TO E 1/2 SEC LINE TH S 00 44M 52S W ALONG E 1/2 SEC LINE 001.70 FT TO E 1/2 SEC LINE TH N 88D 45M 10S W ALONG E 1/2 SEC LINE 1218.0 FT TO W LINE OF D.A. OF SW 1/4 NE 1/4 TH N 00 30M 55S E ALONG D 1/2 SEC LINE 1321.70 FT TO N 1/2 SEC LINE TH S 00 44M 42S E ALONG N 1/2 SEC LINE 197.75 FT TO E 1/2 SEC LINE TH N 00 30M 55S E ALONG E 1/2 SEC LINE 1321.72 FT TO N 1/2 SEC LINE TH S 89D 45M 08S E ALONG N 1/2 SEC LINE 132

March Board of Review Appeal Information:

The taxable value, the Assessed value, the State Equalized value, the Property Classification, or the transfer of ownership may be appealed by filing a protest with the local board of review. Protests are made to the board of review by completing a Board of Review Protest Form. A protest form may be obtained directly from the local unit or from the State Tax Commission's website at www.michigan.gov/tax. Click on the "Property Taxes" box, select "Forms and Instructions," then click on "Board of Review" to obtain a protest to the board of review. Form 118 (1-2021).

YOUR ASSESSMENT CHANGED FOR THE FOLLOWING REASONS: ADJUSTED TO MARKET VALUE

THE BOARD OF REVIEW WILL MEET VIA ZOOM WEDNESDAY, MARCH 16, 2021 FROM 3:00 PM TO 5:00 PM AND THURSDAY, MARCH 17, 2021 FROM 9:00 AM TO 3:00 PM. PLEASE CALL 616-689-6240 OR EMAIL MEGANVANHOOSE@GAINESMI.TX IF YOU ARE INTERESTED IN APPEALING TO MAKE AN APPOINTMENT AND OBTAIN ZOOM LOGIN INFORMATION. YOU MAY ALSO EMAIL PROTEST@GAINESMI.TX OR THE TOWNSHIP FOR MORE INFORMATION. LATE APPEALS MUST BE RECEIVED NO LATER THAN 5:00 PM WEDNESDAY MARCH 16, 2021.

NOT LESS THAN 14 DAYS before the meeting of the board of review, the assessment roll shall be mailed to the property owner.

Property taxes were calculated on the Taxable Value (see line 1 above). The Taxable Value is the assessed value minus any exemptions. The Taxable Value is the assessed value minus any exemptions.

State Equalized Value is the Assessed value multiplied by the Equalization Factor. (7 only, State Equalized Value must approximate 90% of the market value.)

If there WAS A TRANSFER OF OWNERSHIP on your property in 2020, your 2021 Taxable Value will be the same as your 2020 State Equalized Value.

If there WAS NOT A TRANSFER OF OWNERSHIP on your property in 2020, your 2021 Taxable Value is calculated by multiplying your 2020 Taxable Value by 1.014 (Inflation Rate Multiplier for the current year). Physical changes in your property may also increase or decrease your Taxable Value. Your 2020 Taxable Value cannot be higher than your 2020 State Equalized Value.

The denial of an exemption from the local board operating on the "qualified agricultural properties" may be appealed to the local board of review. The denial of an exemption from the local board operating on the "qualified agricultural properties" may be appealed to the local board of review. The denial of an exemption from the local board operating on the "qualified agricultural properties" may be appealed to the local board of review.

Filing a protest at the Board of Review is necessary to protect your right to further appeal. valuation and exemption decisions to the Michigan Tax Tribunal and classification appeals to the State Tax Commission. Properties classified Commercial Real, Industrial Real or Developmental Real may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing a protest by May 31. Commercial Personal, Industrial Personal, or Other Personal Property may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing a protest by May 31. If a personal property statement was filed with the local unit prior to the commencement of the Board of Review as provided by MCL 211.15, except on industrial property as provided by MCL 211.16, the protest must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at www.michigan.gov/tax.

To claim a PIRE, complete the "Principal Residence Exemption Affidavit" (Form 3046) and file it with your township or city of the year of the claim. A valid affidavit filed on or before June 1st of the year to receive a PIRE on the current year's summer and winter tax bills will entitle the owner to the PIRE. A valid affidavit filed after June 1st and on or before November 1st will entitle the owner to receive a PIRE on the summer and winter tax bills and subsequent tax bills so long as it remains the owner's principal residence.

VISIT WWW.GAINESMI.TX FOR INFORMATION ON HOW TO READ THIS NOTICE

Helpful information can also be found in the bottom section of your notice.

Department Goals 2021

- Continue to identify, list and value omitted property throughout the Township
- Continue to identify, list and value all exempt property per AMAR requirements
- Increase on-site inspections to 1,000 residential parcels
 - 20% recommendation = 1,590 parcels
- Increase sales verifications to 100% of sales – approximately 350-400 sales
- Continue entering land data for all parcels to improve statistical analysis and develop appropriate land values
- Implement a postcard-style Notice of Assessment to reduce postage expenses by over \$1,500 annually
- Work with Kent County Property Description and Mapping to streamline the land division process

Historical Data and Statistics

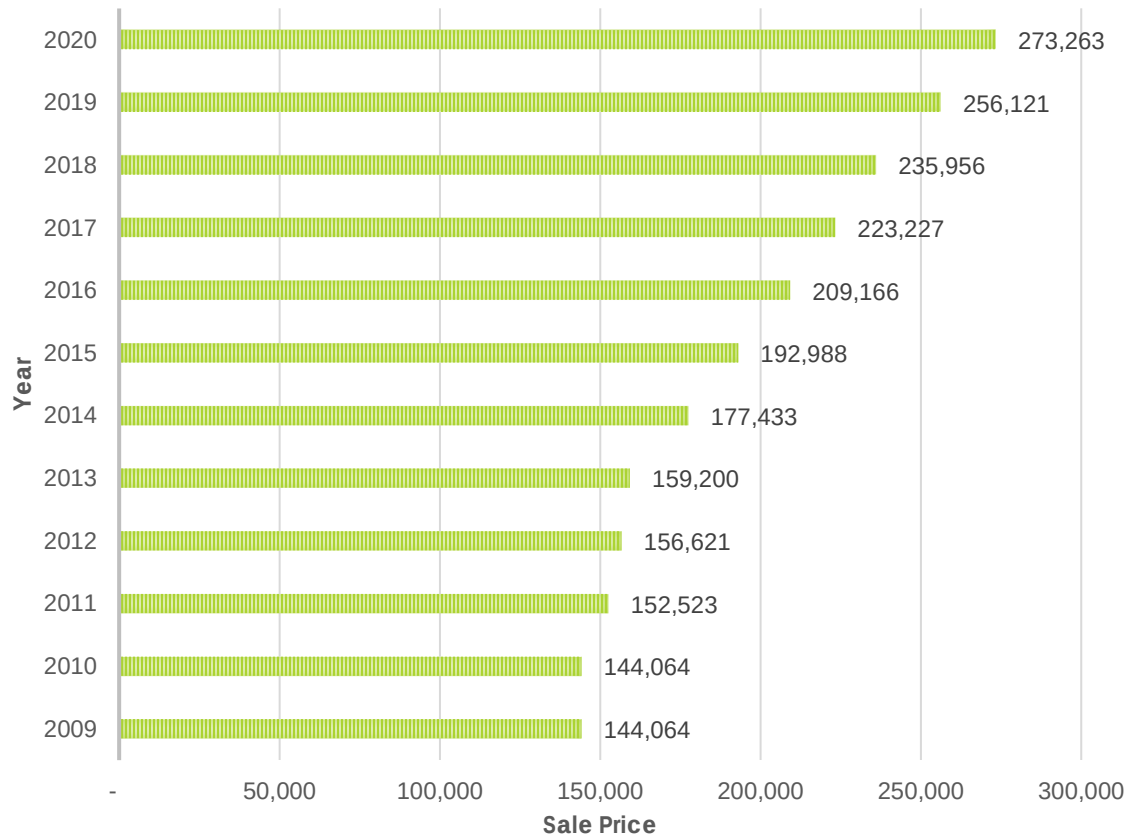
RESIDENTIAL SALES



❖ 6% Increase from 2019 to 2020

Historical Data and Statistics

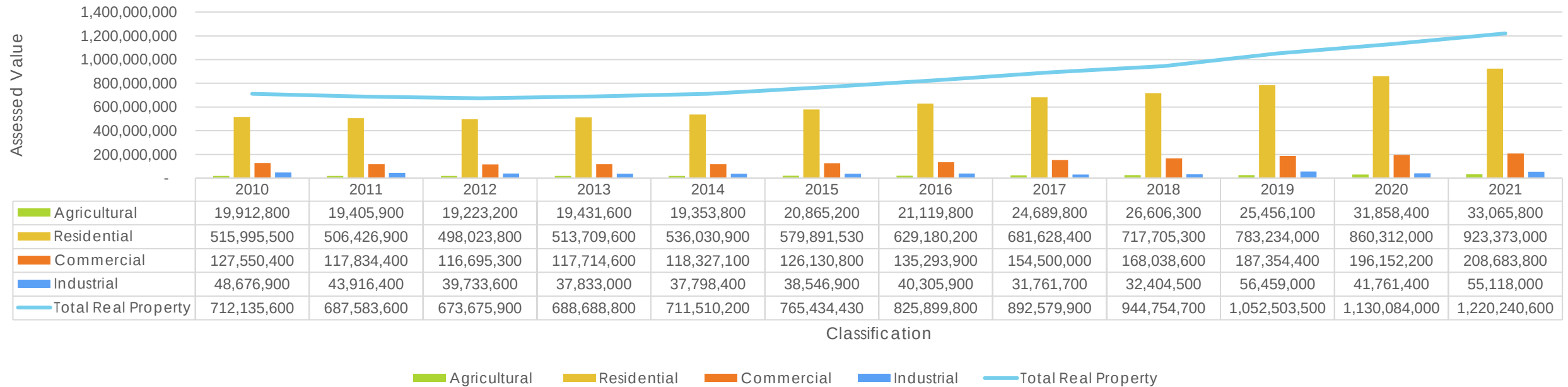
AVERAGE SALE PRICE



❖ 6% Increase from 2019 to 2020

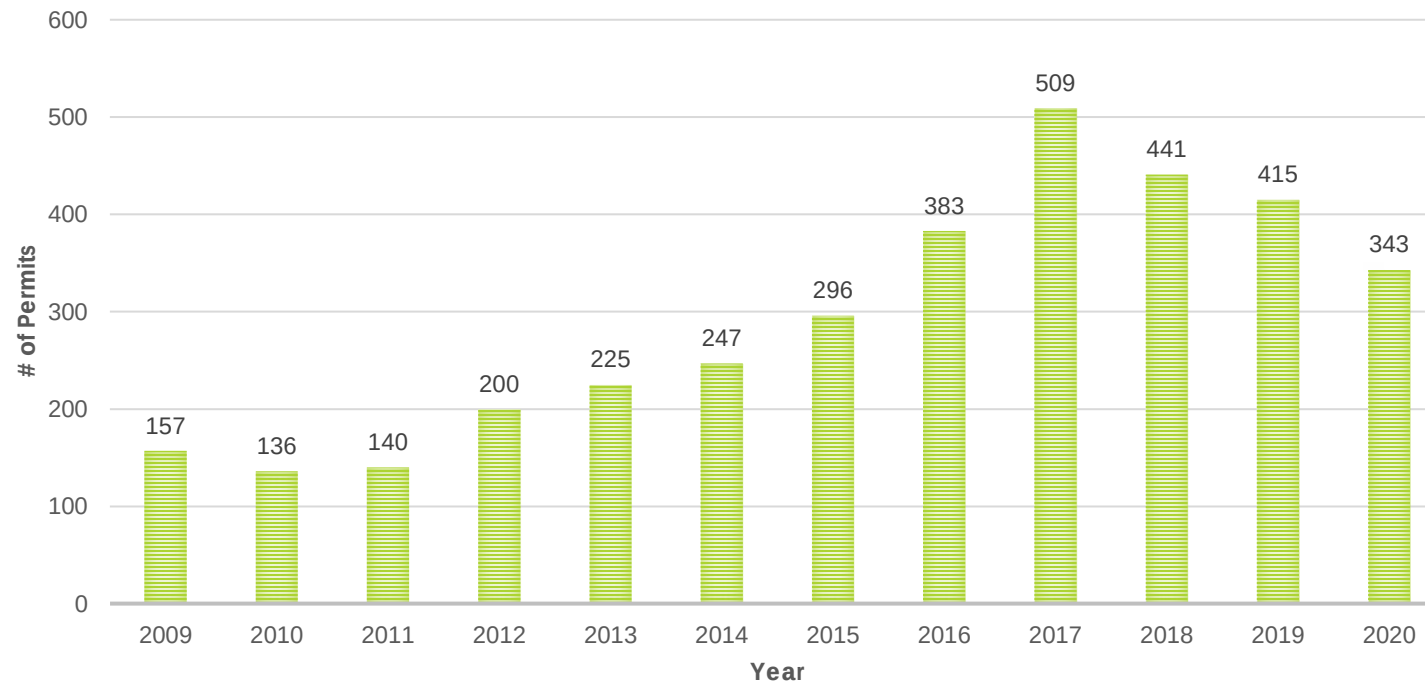
Historical Data and Statistics

Assessed Value by Classification



Historical Data and Statistics

BUILDING PERMITS**

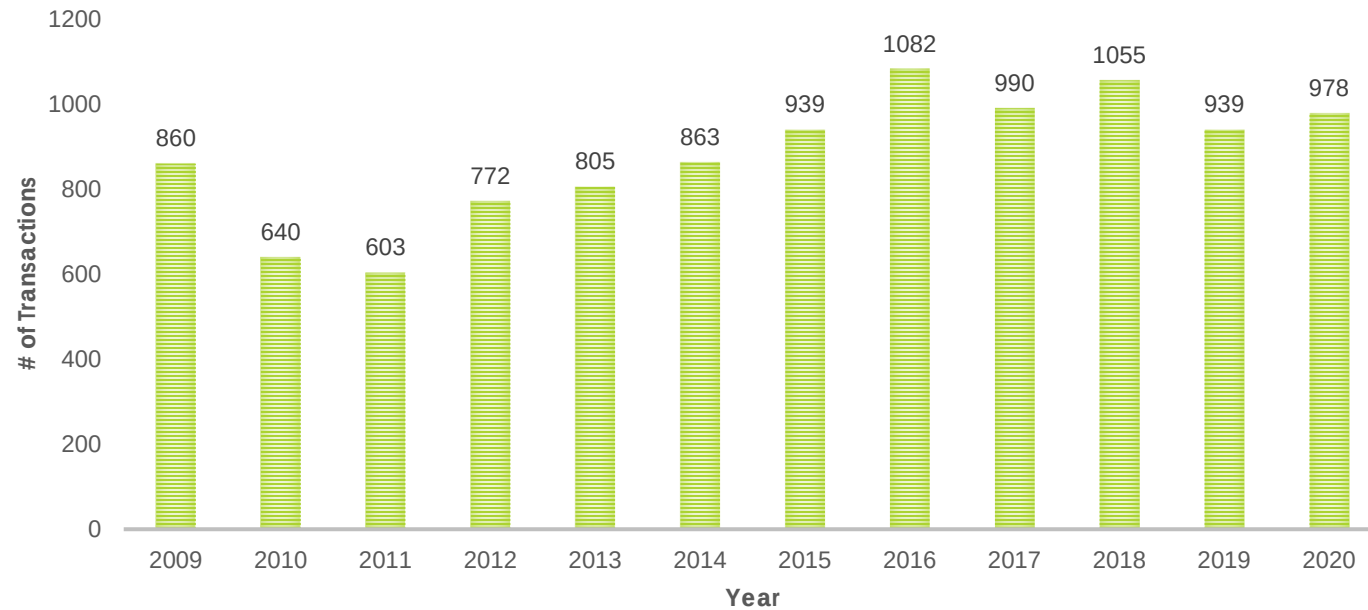


❖ 17% Decrease from 2019 to 2020
largely due to Covid-19

** Total number of permits requiring
assessor inspection

Historical Data and Statistics

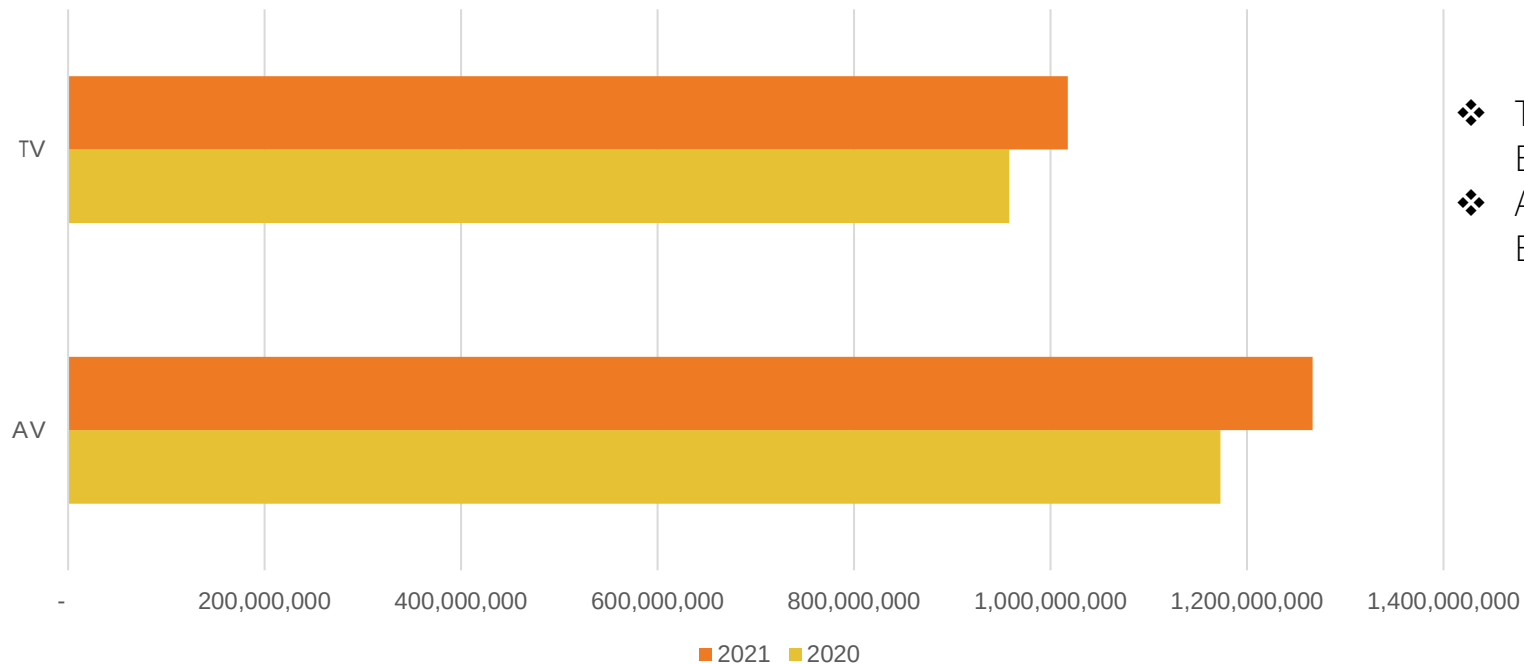
SALE TRANSACTIONS - ALL



- ❖ These sales transactions include arms length transactions as well as transfers to trusts, life estates, etc.

Historical Data and Statistics

Assessed & Taxable Change



- ❖ Taxable value increased by 7% from 2019 to 2020 (March Board of Review Values)
- ❖ Assessed value increased by 8% from 2019 to 2020 (March Board of Review Values)

MEMO

TO: Gaines Charter Township Board of Trustees
FROM: Robert DeWard, Township Supervisor
DATE: March 8, 2021
RE: Renewal of Liquor Licenses

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

- Briarwood Golf Club
- Logan's Restaurant #531
- JD Holdings, LLC - Peppino's
- TSF Apple Venture, LLC – Applebee's
- Watermark Holdings, LLC – Stonewater Country Club
- Carmelo's Italian Pizza – Tavern License
- Grinning Mitten (Railtown) – Microbrewer Manufacturers License and Small Wine Maker Manufacturers License
- Celebration Cinema

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

The Township Board is now required to either approve or deny each application for renewal.

Gaines Charter Township

Treasurer's Office
8555 Kalamazoo Ave. SE
Caledonia, MI 49316

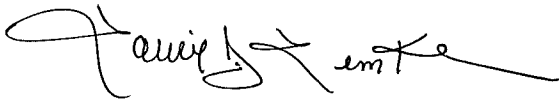
TAX CERTIFICATION FOR LIQUOR LICENSE

Name of Applicant: Briarwood Golf Club

Address of Applicant: 2900 92nd Street SE
Caledonia, MI 49316

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

Date March 4, 2021

A handwritten signature in black ink, appearing to read 'Laurie J. Lemke', written over a horizontal line.

Laurie J. Lemke, MICPT, CPFA
Treasurer
Gaines Charter Township

Gaines Charter Township

Treasurer's Office
8555 Kalamazoo Ave. SE
Caledonia, MI 49316

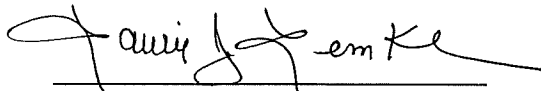
TAX CERTIFICATION FOR LIQUOR LICENSE

Name of Applicant: Logan's Roadhouse

Address of Applicant: 3011 Armory Drive Suite 300
Nashville, TN 37204

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

Date March 4, 2021



Laurie J. Lemke, MiCPT, CPFA
Treasurer
Gaines Charter Township

Gaines Charter Township

Treasurer's Office
8555 Kalamazoo Ave. SE
Caledonia, MI 49316

TAX CERTIFICATION FOR LIQUOR LICENSE

Name of Applicant: JD Holdings, LLC
DBA: Peppino's Pizzeria

Address of Applicant: 1515 Eastport SE
Grand Rapids, MI 49548

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

Date March 4, 2021

A handwritten signature in black ink, appearing to read 'Laurie J. Lemke', with a long horizontal flourish extending to the right.

Laurie J. Lemke, MiCPT, CPFA
Treasurer
Gaines Charter Township

Gaines Charter Township

Treasurer's Office
8555 Kalamazoo Ave. SE
Caledonia, MI 49316

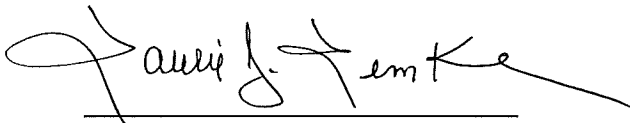
TAX CERTIFICATION FOR LIQUOR LICENSE

Name of Applicant: TSFR Apple Venture, LLC
DBA: Applebee's of Michigan

Address of Applicant: 17800 N Laurel Park Drive Suite 200C
Livonia, MI 48152

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

Date March 4, 2021

A handwritten signature in black ink, reading "Laurie J. Lemke". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Laurie J. Lemke, MiCPT, CPFA
Treasurer
Gaines Charter Township

Gaines Charter Township

Treasurer's Office
8555 Kalamazoo Ave. SE
Caledonia, MI 49316

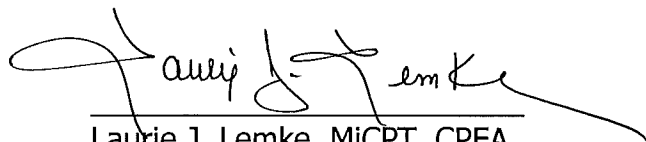
TAX CERTIFICATION FOR LIQUOR LICENSE

Name of Applicant: Watermark Holdings, LLC
DBA: Stonewater Country Club

Address of Applicant: 5500 Cascade Road SE
Suite 200
Grand Rapids, MI 49546

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

Date March 4, 2021

A handwritten signature in black ink, appearing to read "Laurie J. Lemke", is written over a horizontal line.

Laurie J. Lemke, MiCPT, CPFA
Treasurer
Gaines Charter Township

Gaines Charter Township

Treasurer's Office
8555 Kalamazoo Ave. SE
Caledonia, MI 49316

TAX CERTIFICATION FOR LIQUOR LICENSE

Name of Applicant: Carmelo's Italian Pizza

Address of Applicant: 3555 68th Street SE
Caledonia, MI 49316

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

Date March4, 2021

A handwritten signature in black ink, appearing to read "Laurie J. Lemke", written over a horizontal line.

Laurie J. Lemke, MiCPT, CPFA
Treasurer
Gaines Charter Township

Gaines Charter Township

Treasurer's Office
8555 Kalamazoo Ave. SE
Caledonia, MI 49316

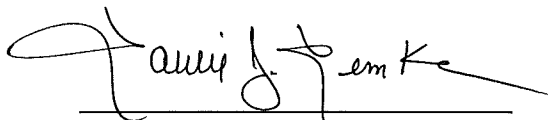
TAX CERTIFICATION FOR LIQUOR LICENSE

Name of Applicant: Jackson Entertainment
DBA; Celebration Banquets

Address of Applicant: 2121 Celebration Drive NE
Grand Rapids, MI 49525

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

Date March 4, 2021

A handwritten signature in black ink, appearing to read "Laurie J. Lemke", written over a horizontal line.

Laurie J. Lemke, MiCPT, CPFA
Treasurer
Gaines Charter Township

Gaines Charter Township

Treasurer's Office
8555 Kalamazoo Ave. SE
Caledonia, MI 49316

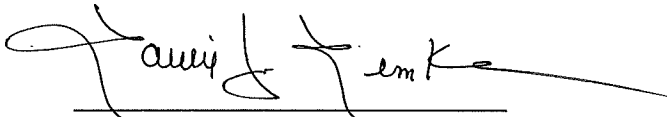
TAX CERTIFICATION FOR LIQUOR LICENSES

Name of Applicant: Grinning Mitten
DBA: Railtown Brewing Company

Address of Applicant: 3595 68th Street SE
Caledonia, MI 49316

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

Date March 4, 2021

A handwritten signature in black ink, appearing to read 'Laurie J. Lemke', written over a horizontal line.

Laurie J. Lemke, MiCPT, CPFA
Treasurer
Gaines Charter Township

Memo

To: Gaines Charter Township Board
From: Rob DeWard, Supervisor
Date: March 2, 2021
Re: Portable Large Screen for Lower Level

When this board approved the purchase of two large screen TV's for the Board Room, it was suggested that a movable system would work well for the lower level.

I've attached a quote for a portable 65" screen, PC (and accessories) for operation, plus installation. The equipment quote is \$1,585.00, with anticipated installation of \$350-\$450, for a total of approximately \$2,000.00

This system would work well on the lower level, where it could be utilized for all types of training, election processes, etc. Portability is a big plus.



Omega Systems

5324 Plainfield Ave NE
Grand Rapids, MI 49525
TEL: 616-361-6677
FAX: 616-363-9430
E-MAIL: sales@oceaninc.com

QUOTATION

Quote Number: SQ-18044
Quote Date: Feb 3, 2021
Page: 1

Quoted To:

GAINES TOWNSHIP
8555 KALAMAZOO AVE SE
CALEDONIA, MI 49316

Customer ID	Good Thru	Payment Terms	Sales Rep
C9299-E	3/5/21	Net 30 Days	NH

Quantity	Item	Description	Unit Price	Amount
1.00	MISC	Samsung or Similiar Brand 65" Class Crystal Ultra HD 4K Smart TV	849.00	849.00
1.00	MISC	Mobile Mount For above TV	375.00	375.00
1.00	MISC	Mini PC with Windows 10 2 Gb Ram and 32 GB SSD, Wireless Kb, Mouse	339.00	339.00
1.00	MISC	Power Strip with Surge Protect Note: Install and setup to be billed at actual as part of service contract	22.00	22.00
			Subtotal	1,585.00
			Sales Tax	
			TOTAL	1,585.00

Multifunctional TV Cart/Trolley with Camera & Multimedia Shelf

- Designed for most 37" - 70" screens
- Rated loads:
- Screen--50kg/110lbs
- Shelves--5kg/11lbs EACH
- Height adjustable TV mount with +5 ~ -12° tilt
- Internal Cable Management
- Shelf Dimensions: 430 Width Front / 290mm width Back & depth 335mm - 16.92 in Width Front / 11.41 in width Back & depth 13.18 in
- Camera Shelf Dimensions: 285 Width Front / 230mm Back & depth 150mm - 11.22 in Width Front / 9.05 in Back & depth 5.90 in

Package Contents

- Universal Multimedia TV Cart
- Installation hardware with instructions



Me1110

To: Gaines Charter Township Board
From: Rob DeWard, Supervisor/Mike Brew, Clerk
Date: March 3, 2021
Re: 2021/2022 Employee Medical Insurance Renewal

This is the time of year we renew our employee health insurance for the next plan year (starting 6/1/2021)

The proposed plan once again includes two different types of coverage, traditional and HSA. We currently have 38 participants on the HSA, and 7 on the traditional.

The total premium for the year for all participants is \$274,799.40, which is a \$13,377.36 increase (or 4.989%), with the traditional plan experiencing a slightly higher percentage increase than the HSA. Routinely we project a 10% increase when preparing our budget each year.

It is our recommendation that the Township absorb this increase (which averages under \$25 per month per participant) for the upcoming insurance plan year.

Then, moving forward, we feel our new Township Manager should explore different options (companies/plans/etc.) prior to the June 2022 renewal.



Renewal Package
for
GAINES CHARTER TOWNSHIP

Customer ID: 164756
Blue Cross Blue Shield of Michigan
Group Divisions:
007012749-0000, 0001

For Renewal Period Beginning: June, 2021

Publication Date: 03/01/2021

Rate Renewal Change

CID: 164756

Rate Effective: 06/01/2021

Managing Agent: 01_Grotenhuis
JOHN P SCHMITZ

Agency: BURNHAM & FLOWER AGENCY

Current Premium¹

Total Billable Members ²	38
Total Medical & Pharmacy Premium ³	\$17,085.5
Total Dental Premium	
Total Vision Premium	
Total Current Monthly Premium	\$17,085.51

Total Annual Premium	\$205,026.12
----------------------	--------------

Renewal Premium¹

Total Billable Members ²	38
Total Medical & Pharmacy Premium ³	\$17,921.1
Total Dental Premium	
Total Vision Premium	
Total Renewal Monthly Premium	\$17,921.18

Total Annual Premium	\$215,054.16
----------------------	--------------

Projected Change in Monthly Premium	4.89%
-------------------------------------	-------

¹. Premiums are based on enrollment at the time of renewal development.

². Count based on snapshot as of 03/01/2021.

³. Medical includes Pediatric Vision.

Reference number: 08419115

Blue Cross Blue Shield of Michigan and Blue Care Network reserve the right to adjust rates if any of the assumptions or calculations used to develop the rates are incorrect.



GAINES CHARTER TOWNSHIP

Rate Renewal Change

DIV: 007012749-0000

Rate Effective: 06/01/2021

Managing Agent: 01_Grotenhuis
JOHN P SCHMITZ

Endorsed by: GRAND RAPIDS C O C
Agency: BURNHAM & FLOWER AGENCY

Current Premium¹

Total Billable Members ²	7
Total Medical & Pharmacy Premium ³	\$4,699.66
Total Dental Premium	
Total Vision Premium	
Total Current Monthly Premium	\$4,699.66

Total Annual Premium	\$56,395.92
-----------------------------	--------------------

Renewal Premium¹

Total Billable Members ²	7
Total Medical & Pharmacy Premium ³	\$4,978.77
Total Dental Premium	
Total Vision Premium	
Total Renewal Monthly Premium	\$4,978.77

Total Annual Premium	\$59,745.24
-----------------------------	--------------------

Projected Change in Monthly Premium	5.94%
--	--------------

Components of Rate Change⁴

Components of Rate Change	Medical ³ & Pharmacy	Dental	Vision
Index to Current Rate	1.14%	-	-
Value of Product Differences ⁵	0.24%	-	-
Area	0.99%	-	-
Age	3.47%	-	-
Age Factor Changes	0.00%	-	-
Dependent Cap	0.00%	-	-
Total Rate Change	5.94%	-	-

¹ Premiums are based on enrollment at the time of renewal development.

² Count based on snapshot as of 03/01/2021.

³ Medical includes Pediatric Vision.

⁴ The figures reflect commercial plans only.

⁵ Percent changes due to members aging out of pediatric dental and/or members aging into adult vision plans are accounted for in the Value of Product Differences.

Reference number: 08419115

Blue Cross Blue Shield of Michigan and Blue Care Network reserve the right to adjust rates if any of the assumptions or calculations used to develop the rates are incorrect.



GAINES CHARTER TOWNSHIP

Benefit Summary Description

DIV: 007012749-0000

Current Benefits

Medical	CB PPO Platinum \$500
Deductible (Individual) ¹	\$500/\$1000
Coinsurance ¹	10%
Primary Care Office Visit Copay ¹	\$20
Emergency Room Copay ¹	\$150
Drug	\$5 \$40 \$80
Metal Level	Platinum
Dental	
Vision	
Total Monthly Premium	\$4,699.66

Renewal Compliant Benefit Conversion

Medical	CB PPO Platinum \$500
Deductible (Individual) ¹	\$500 for one member/\$1,000 for one member
Coinsurance ¹	10% of approved amount/30% of approved amount
Primary Care Office Visit Copay ¹	\$20 copay for each office visit/70% after out-of-network deductible
Emergency Room Copay ¹	\$150 copay per visit (copay waived if admitted)/\$150 copay per visit (copay waived if admitted)
Drug	Rx \$5 \$40 \$80
Metal Level	Platinum
Dental	
Vision	
Total Monthly Premium	\$4,978.77

For a more detailed description of benefits, please refer to the Agent Portal or contact your Managing Agent.²

¹ BCBSM plans will display values to represent "In-Network/Out-of-Network"

² BAAGs and SBCs can be found on the Agent Portal or by contacting your Managing Agent.



GAINES CHARTER TOWNSHIP

Benefit Summary Description

DIV: 007012749-0000

Rates noted below are based on a snapshot of membership and should only be used as estimates.
Our quoting tools are available for small group quoting.

Other

Medical		CB PPO Gold \$1500
Deductible (Individual) ¹		\$1,500 for one member/\$3,000 for one member
Coinsurance ¹		20% of approved amount/40% of approved amount
Primary Care Office Visit Copay ¹		\$30 copay for each office visit/60% after out-of-network deductible
Emergency Room Copay ¹		\$250 copay per visit (copay waived if admitted)/\$250 copay per visit (copay waived if admitted)
Drug		RX \$15 \$30 \$60
Metal Level		Gold
Dental		
Premium		
Vision		
Premium		
Total Monthly Premium		\$4,099.42

Medical		Simply Blue PPO Gold \$500
Deductible (Individual) ¹		\$500 for one member/\$1,000 for one member
Coinsurance ¹		30% of approved amount/50% of approved amount
Primary Care Office Visit Copay ¹		\$30 copay for each primary care office visit/50% after out of network deductible
Emergency Room Copay ¹		\$250 copay per visit (copay waived if admitted)/\$250 copay per visit (copay waived if admitted)
Drug		Rx \$20 \$60 50% 20% 25%
Metal Level		Gold
Dental		
Premium		
Vision		
Premium		
Total Monthly Premium		\$3,868.39

Product coexistence rules will be waived for groups that accept the mapped plan. For groups choosing anything other than the mapped plan in 2016 or with future renewals, product coexistence rules will be enforced.

¹ BCBSM plans will display values to represent "In-Network/Out-of-Network"



Benefit Summary Description

DIV: 007012749-0000

Rates noted below are based on a snapshot of membership and should only be used as estimates.
Our quoting tools are available for small group quoting.

Other

Medical	Blue Cross Physician Choice PPO Gold \$1000
Deductible (Individual) ¹	\$1,000 for one member/\$2,500 for one member/\$5,000 for one member
Coinsurance ¹	20% of approved amount/20% of approved amount/50% of approved amount
Primary Care Office Visit Copay ¹	\$20 copay for each office visit/\$40 copay for each office visit/After Ded then 50% out-of-network coinsurance
Emergency Room Copay ¹	\$150 copay per visit (copay waived if admitted)/\$150 copay per visit (copay waived if admitted)/\$150 copay per visit (copay waived if admitted)
Drug	Rx \$20 \$60 50% 20% 25%
Metal Level	Gold
Dental	
Premium	
Vision	
Premium	
Total Monthly Premium	\$3,615.11

Product coexistence rules will be waived for groups that accept the mapped plan. For groups choosing anything other than the mapped plan in 2016 or with future renewals, product coexistence rules will be enforced.

¹ BCBSM plans will display values to represent "In-Network/Out-of-Network"



Rate Renewal Change

DIV: 007012749-0001

Rate Effective: 06/01/2021

Managing Agent: 01_Grotenhuis
JOHN P SCHMITZ

Endorsed by: GRAND RAPIDS C O C
Agency: BURNHAM & FLOWER AGENCY

Current Premium¹

Total Billable Members ²	31
Total Medical & Pharmacy Premium ³	\$12,385.8
Total Dental Premium	
Total Vision Premium	
Total Current Monthly Premium	\$12,385.85

Total Annual Premium	\$148,630.20
-----------------------------	---------------------

Renewal Premium¹

Total Billable Members ²	31
Total Medical & Pharmacy Premium ³	\$12,942.4
Total Dental Premium	
Total Vision Premium	
Total Renewal Monthly Premium	\$12,942.41

Total Annual Premium	\$155,308.92
-----------------------------	---------------------

Projected Change in Monthly Premium	4.49%
--	--------------

Components of Rate Change⁴

Components of Rate Change	Medical ³ & Pharmacy	Dental	Vision
Index to Current Rate	1.14%	-	-
Value of Product Differences ⁵	0.23%	-	-
Area	0.99%	-	-
Age	2.02%	-	-
Age Factor Changes	0.00%	-	-
Dependent Cap	0.04%	-	-
Total Rate Change	4.49%	-	-

¹ Premiums are based on enrollment at the time of renewal development.

² Count based on snapshot as of 03/01/2021.

³ Medical includes Pediatric Vision.

⁴ The figures reflect commercial plans only.

⁵ Percent changes due to members aging out of pediatric dental and/or members aging into adult vision plans are accounted for in the Value of Product Differences.

Reference number: 65079271

Blue Cross Blue Shield of Michigan and Blue Care Network reserve the right to adjust rates if any of the assumptions or calculations used to develop the rates are incorrect.



GAINES CHARTER TOWNSHIP

Benefit Summary Description

DIV: 007012749-0001

Current Benefits

Medical	Simply Blue HSA Gold \$2800 0%
Deductible (Individual) ¹	\$2800/\$5600
Coinsurance ¹	0% of approved amount/20% of approved amount
Primary Care Office Visit Copay ¹	100% after in-network deductible/80% after out-of-network deductible
Emergency Room Copay ¹	Covered at 100% after in-network deductible/Covered at 100% after in-network deductible
Drug	HSA_After deductible you pay \$15 \$50 50% 20% 25% copay
Metal Level	Gold
Dental	
Vision	
Total Monthly Premium	\$12,385.85

Renewal Compliant Benefit Conversion

Medical	Simply Blue HSA Gold \$2800 0%
Deductible (Individual) ¹	\$2,800 for one member/\$5,600 for one member
Coinsurance ¹	0% of approved amount/20% of approved amount
Primary Care Office Visit Copay ¹	100% after in-network deductible/80% after out-of-network deductible
Emergency Room Copay ¹	Covered at 100% after in-network deductible/Covered at 100% after in-network deductible
Drug	Rx HSA_After deductible you pay \$15 \$50 50% 20% 25%
Metal Level	Gold
Dental	
Vision	
Total Monthly Premium	\$12,942.41

For a more detailed description of benefits, please refer to the Agent Portal or contact your Managing Agent.²

¹ BCBSM plans will display values to represent "In-Network/Out-of-Network"

² BAAGs and SBCs can be found on the Agent Portal or by contacting your Managing Agent.



GAINES CHARTER TOWNSHIP

Benefit Summary Description

DIV: 007012749-0001

Rates noted below are based on a snapshot of membership and should only be used as estimates.
Our quoting tools are available for small group quoting.

Other

Medical		Simply Blue HSA Silver \$3000
Deductible (Individual) ¹		\$3,000 for one member/\$6,000 for one member
Coinsurance ¹		20% of approved amount/40% of approved amount
Primary Care Office Visit Copay ¹		80% after in-network deductible/60% after out-of-network deductible
Emergency Room Copay ¹		Covered at 80% after in-network deductible/Covered at 80% after in-network deductible
Drug		Rx HSA_After deductible you pay \$15 \$50 50% 20% 25%
Metal Level		Silver
Dental		
Premium		
Vision		
Premium		
Total Monthly Premium		\$11,826.73

Medical		Simply Blue HSA Silver \$3500
Deductible (Individual) ¹		\$3,500 for one member/\$7,000 for one member
Coinsurance ¹		0% of approved amount/20% of approved amount
Primary Care Office Visit Copay ¹		100% after in-network deductible/80% after out-of-network deductible
Emergency Room Copay ¹		Covered at 100% after in-network deductible/Covered at 100% after in-network deductible
Drug		Rx HSA_After deductible you pay \$30 \$60 50% 20% 25%
Metal Level		Silver
Dental		
Premium		
Vision		
Premium		
Total Monthly Premium		\$12,166.94

Product coexistence rules will be waived for groups that accept the mapped plan. For groups choosing anything other than the mapped plan in 2016 or with future renewals, product coexistence rules will be enforced.

¹ BCBSM plans will display values to represent "In-Network/Out-of-Network"



Benefit Summary Description

DIV: 007012749-0001

Rates noted below are based on a snapshot of membership and should only be used as estimates.
Our quoting tools are available for small group quoting.

Other

Medical		Blue Cross Physician Choice PPO Gold \$1000
Deductible (Individual) ¹		\$1,000 for one member/\$2,500 for one member/\$5,000 for one member
Coinsurance ¹		20% of approved amount/20% of approved amount/50% of approved amount
Primary Care Office Visit Copay ¹		\$20 copay for each office visit/\$40 copay for each office visit/After Ded then 50% out-of-network coinsurance
Emergency Room Copay ¹		\$150 copay per visit (copay waived if admitted)/\$150 copay per visit (copay waived if admitted)/\$150 copay per visit (copay waived if admitted)
Drug		Rx \$20 \$60 50% 20% 25%
Metal Level		Gold
Dental		
Premium		
Vision		
Premium		
Total Monthly Premium		\$13,748.15

Product coexistence rules will be waived for groups that accept the mapped plan. For groups choosing anything other than the mapped plan in 2016 or with future renewals, product coexistence rules will be enforced.

¹ BCBSM plans will display values to represent "In-Network/Out-of-Network"



Small Group Glossary

Age - Change in the age level of the company census.

Area - A group's rating area will be determined based on the employer's primary location.

Billable Member - A subscriber, the spouse, or an eligible dependent of the subscriber entitled to benefits under the subscriber's certificate. Only the three oldest children under the age of 21 are included as a billable member.

Dependent (Child) Cap - Health Care Reform regulations require a child rate cap of no more than three children under the age of 21, on a family contract. For example, a family with five children under the age of 21 would only be charged for the three oldest children. All dependents 21 and older will be rated.

Full Time Equivalent (FTE) - The Full Time Equivalent employee count is calculated using data from the previous calendar year.

1. Determine the number of:
 - a. Full-time employees for each month (must work at least 130 hours per month)
 - b. Full-time equivalent employees for each month (must work at least 120 hours per month)
 - c. Total hours that all other employees worked (each must have worked less than 120 hours per month). Divide this total by 120 to convert hours to number of employees.
2. Add together the number of full-time employees, full-time equivalents and all other employees for each month.
3. Add the monthly totals together to get the annual total.
4. Divide the annual total by 12, and round down to the nearest whole number. The result is your full-time equivalent employee count.

Seasonal employees (those working fewer than 120 days per year) and employees who have medical coverage under TRICARE or certain Veterans Administration programs are excluded from full-time equivalent employee counts.

Index to Current Rate - Overall change in the rate levels from year to year including risk pool charge, risk adjustment, trend, transition impact, etc.

Member Level - Each member within a group will be rated based on their own age.

Rate Renewal Certification (RRC) - A rate renewal certification is sent to a select number of Blue Cross Blue Shield of Michigan (BCBSM) and Blue Care Network (BCN) groups to determine whether a group is small or large.

Renewal Compliant Benefit - Health Care Reform regulations require all small groups to have Health Care Reform compliant products. Small Groups will be mapped to Health Care Reform compliant products at each renewal.

Risk Adjustment - A process through which insurance plans that enroll a disproportionate number of sick individuals are reimbursed for that risk by other plans who enroll a disproportionate number of healthy individuals.

Small Group Rating Type - Groups with 50 or fewer FTE count with at least one eligible employee enrolling.

Summary of Benefits and Coverage (SBC) - Document available to subscribers describing their covered benefits, cost sharing, and coverage limitations and exceptions.

Trend - Trend is the expected increase in the average claim per member from one year to the next.

Value of Product Differences - Changes in benefits and/or product pricing relativity from the prior year.



GAINES CHARTER TOWNSHIP
8555 KALAMAZOO AVE SE
CALEDONIA MI 49316

JOHN P SCHMITZ
315 S KALAMAZOO MALL
KALAMAZOO MI 49007

BENEFIT AND RATE SCHEDULE

GAINES CHARTER TOWNSHIP

Rate Effective: 06/2021

Renewal Month: June

Customer ID:	164756	Rating Type:	Small Group
Group Division:	007012749-0000	Cluster Code:	FL12
Endorsed By:	GRAND RAPIDS C O C	County:	Kent

CERTIFICATES

CB SG	COMMUNITY BLUE GROUP BENEFITS CERTIFICATE SG
HCR-ODC SG	ADMINISTRATIVE RIDER HCR-ODC SG - HEALTH CARE REFORM - DENTAL OTHER CARRIER
PDRX SG	PREFERRED RX PROGRAM CERTIFICATE SG
BV-PEDS	BLUE VISION PEDIATRIC GROUP BENEFITS CERTIFICATE SG
BC-COMP	GROUP MEDICARE PART A COMPLEMENTARY BENEFIT CERTIFICATE
BS 65 OPTION 1	BLUE SHIELD 65

MEDICAL RIDERS

ADM PLANR JUN	ADMINISTRATIVE RIDER PLAN YEAR - JUNE
CB \$500 2021 SG	RIDER CB-\$500-2021 SG - COMMUNITY BLUE COST-SHARING REQUIREMENTS

MEDICARE SUPPLEMENTAL RIDERS

104080RX90MO3XS	RIDER PD-TTC \$10/\$40/\$80 RX90MO3x-\$10 RXCM SG PRESCRIPTION DRUG TRIPLE TIER COPAYMENT
ADM MOS816 RX	ADMINISTRATIVE RIDER COMP BENEFITS - DRUG
ADM MOS816 VIS	ADMINISTRATIVE RIDER COMP BENEFITS - VISION
CMS SG	ADMINISTRATIVE FORM SG - COMP MEDICAL SERVICES (placeholder)
GCP-D	RIDER GCP-D
GPC-SAT 2	RIDER GPC- SAT-2 - SUBSTANCE ABUSE TREATMENT PROGRAM BENEFITS
GPC-SAT-MHP-2	RIDER GPC-SAT-MHP-2 - GROUP COMPLEMENTARY SUBSTANCE ABUSE TREATMENT MENTAL HEALTH
HCR MS PCB	RIDER HCR-MS-PCB - HEALTH CARE REFORM MEDICARE SUPPLEMENTAL PREVENTIVE CARE BENEFITS
HCR-MS-WCB-ECS	RIDER HCR-MS-WCB - HEALTH CARE REFORM MEDICARE SUPPLEMENTAL WOMENS CONTRACEPTIVE
RX-MC-ESN SG	RIDER RX-MC-ESN SG - PRESCRIPTION DRUG MEDICARE COMPLIMENTARY EXCLUSIVE SPECIALTY
RX-MC-VCP SG	RIDER RX-MC-VCP SG - PRESCRIPTION DRUG MEDICARE COMPLEMENTARY VARIABLE COST-SHARING

Reference Number: 08419115

BENEFIT AND RATE SCHEDULE
GAINES CHARTER TOWNSHIP

Rate Effective: 06/2021

Renewal Month: June

Customer ID: 164756

Group Division: 007012749-0001

Commercial Benefit Rates

Age Band	Total	Medical + Pharmacy
0	\$228.80	\$228.80
1	\$228.80	\$228.80
2	\$228.80	\$228.80
3	\$228.80	\$228.80
4	\$228.80	\$228.80
5	\$228.80	\$228.80
6	\$228.80	\$228.80
7	\$228.80	\$228.80
8	\$228.80	\$228.80
9	\$228.80	\$228.80
10	\$228.80	\$228.80
11	\$228.80	\$228.80
12	\$228.80	\$228.80
13	\$228.80	\$228.80
14	\$228.80	\$228.80
15	\$249.13	\$249.13
16	\$256.91	\$256.91
17	\$264.69	\$264.69
18	\$273.06	\$273.06
19	\$281.43	\$281.43
20	\$290.11	\$290.11
21	\$299.08	\$299.08
22	\$299.08	\$299.08
23	\$299.08	\$299.08
24	\$299.08	\$299.08
25	\$300.28	\$300.28
26	\$306.26	\$306.26
27	\$313.44	\$313.44
28	\$325.10	\$325.10
29	\$334.67	\$334.67
30	\$339.46	\$339.46
31	\$346.63	\$346.63
32	\$353.81	\$353.81

Age Band	Total	Medical + Pharmacy
33	\$358.30	\$358.30
34	\$363.08	\$363.08
35	\$365.48	\$365.48
36	\$367.87	\$367.87
37	\$370.26	\$370.26
38	\$372.65	\$372.65
39	\$377.44	\$377.44
40	\$382.22	\$382.22
41	\$389.40	\$389.40
42	\$396.28	\$396.28
43	\$405.85	\$405.85
44	\$417.81	\$417.81
45	\$431.87	\$431.87
46	\$448.62	\$448.62
47	\$467.46	\$467.46
48	\$489.00	\$489.00
49	\$510.23	\$510.23
50	\$534.16	\$534.16
51	\$557.78	\$557.78
52	\$583.80	\$583.80
53	\$610.12	\$610.12
54	\$638.54	\$638.54
55	\$666.95	\$666.95
56	\$697.75	\$697.75
57	\$728.86	\$728.86
58	\$762.06	\$762.06
59	\$778.51	\$778.51
60	\$811.70	\$811.70
61	\$840.41	\$840.41
62	\$859.26	\$859.26
63	\$882.88	\$882.88
64	\$897.24	\$897.24
65+	\$897.24	\$897.24

Medicare Supplemental Benefit Rates

Age Band	Total	Medical + Pharmacy
All	\$876.66	\$876.66



SMALL GROUP PEDIATRIC DENTAL ESSENTIAL HEALTH BENEFITS REMINDER

In connection with the Small Group Pediatric Dental Essential Health Benefits Acknowledgement, recall that certain pediatric dental benefits are among the 10 categories of essential health benefits (EHBs) required under the Patient Protection and Affordable Care Act (PPACA). A failure to provide the pediatric dental EHB could result in the Group being non-compliant under PPACA.

Also recall that Qualified Health Plans (QHPs), as defined by PPACA, purchased through BCBSM/BCN do not include the pediatric dental EHB needed to comply with PPACA requirements and that pediatric dental coverage must be purchased separately through BCBSM/BCN or through another carrier.

This renewal has been provided per the Acknowledgement that was executed and is on file, whereby the Group represented that it has purchased the required pediatric dental EHB through a separate qualified dental plan through another carrier that automatically provides the pediatric dental EHB to all Members.

If the required pediatric dental EHB purchased through a separate qualified dental plan is or will no longer be in effect, Group must purchase the required pediatric dental EHB through BCBSM/BCN or another carrier effective on the first day the prior plan was not in effect.

**BENEFIT AND RATE SCHEDULE
GAINES CHARTER TOWNSHIP**

Rate Effective: 06/2021

Renewal Month: June

Customer ID: 164756

Group Division: 007012749-0000

Commercial Benefit Rates

Age Band	Total	Medical + Pharmacy
0	\$334.72	\$334.72
1	\$334.72	\$334.72
2	\$334.72	\$334.72
3	\$334.72	\$334.72
4	\$334.72	\$334.72
5	\$334.72	\$334.72
6	\$334.72	\$334.72
7	\$334.72	\$334.72
8	\$334.72	\$334.72
9	\$334.72	\$334.72
10	\$334.72	\$334.72
11	\$334.72	\$334.72
12	\$334.72	\$334.72
13	\$334.72	\$334.72
14	\$334.72	\$334.72
15	\$364.47	\$364.47
16	\$375.85	\$375.85
17	\$387.22	\$387.22
18	\$399.47	\$399.47
19	\$411.73	\$411.73
20	\$424.41	\$424.41
21	\$437.54	\$437.54
22	\$437.54	\$437.54
23	\$437.54	\$437.54
24	\$437.54	\$437.54
25	\$439.29	\$439.29
26	\$448.04	\$448.04
27	\$458.54	\$458.54
28	\$475.61	\$475.61
29	\$489.61	\$489.61
30	\$496.61	\$496.61
31	\$507.11	\$507.11
32	\$517.61	\$517.61

Age Band	Total	Medical + Pharmacy
33	\$524.17	\$524.17
34	\$531.17	\$531.17
35	\$534.67	\$534.67
36	\$538.17	\$538.17
37	\$541.67	\$541.67
38	\$545.17	\$545.17
39	\$552.18	\$552.18
40	\$559.18	\$559.18
41	\$569.68	\$569.68
42	\$579.74	\$579.74
43	\$593.74	\$593.74
44	\$611.24	\$611.24
45	\$631.81	\$631.81
46	\$656.31	\$656.31
47	\$683.88	\$683.88
48	\$715.38	\$715.38
49	\$746.44	\$746.44
50	\$781.45	\$781.45
51	\$816.01	\$816.01
52	\$854.08	\$854.08
53	\$892.58	\$892.58
54	\$934.15	\$934.15
55	\$975.71	\$975.71
56	\$1,020.78	\$1,020.78
57	\$1,066.28	\$1,066.28
58	\$1,114.85	\$1,114.85
59	\$1,138.92	\$1,138.92
60	\$1,187.48	\$1,187.48
61	\$1,229.49	\$1,229.49
62	\$1,257.05	\$1,257.05
63	\$1,291.62	\$1,291.62
64	\$1,312.62	\$1,312.62
65+	\$1,312.62	\$1,312.62

Medicare Supplemental Benefit Rates

Age Band	Total	Medical + Pharmacy
All	\$876.66	\$876.66

GAINES CHARTER TOWNSHIP
8555 KALAMAZOO AVE SE
CALEDONIA MI 49316

JOHN P SCHMITZ
315 S KALAMAZOO MALL
KALAMAZOO MI 49007

BENEFIT AND RATE SCHEDULE

GAINES CHARTER TOWNSHIP

Rate Effective: 06/2021

Renewal Month: June

Customer ID:	164756	Rating Type:	Small Group
Group Division:	007012749-0001	Cluster Code:	FL12
Endorsed By:	GRAND RAPIDS C O C	County:	Kent

CERTIFICATES

HCR-ODC SG	ADMINISTRATIVE RIDER HCR-ODC SG - HEALTH CARE REFORM - DENTAL OTHER CARRIER
SBD HSA-E SG	SIMPLY BLUE HEALTH SAVINGS ACCOUNT WITH PRESCRIPTION DRUGS EMBEDDED COST-SHARING
BV-PEDS	BLUE VISION PEDIATRIC GROUP BENEFITS CERTIFICATE SG
BC-COMP	GROUP MEDICARE PART A COMPLEMENTARY BENEFIT CERTIFICATE
BS 65 OPTION 1	BLUE SHIELD 65

MEDICAL RIDERS

ADM PLANR JUN	ADMINISTRATIVE RIDER PLAN YEAR - JUNE
SBHSA-E2800/0%	RIDER SB-HSA-E \$2800/0%-2021 SG - SIMPLY BLUE HSA COST-SHARING REQUIREMENT

MEDICARE SUPPLEMENTAL RIDERS

ADM MOS816 VIS	ADMINISTRATIVE RIDER COMP BENEFITS - VISION
CMS SG	ADMINISTRATIVE FORM SG - COMP MEDICAL SERVICES (placeholder)
GCP-D	RIDER GCP-D
GPC-SAT 2	RIDER GPC- SAT-2 - SUBSTANCE ABUSE TREATMENT PROGRAM BENEFITS
GPC-SAT-MHP-2	RIDER GPC-SAT-MHP-2 - GROUP COMPLEMENTARY SUBSTANCE ABUSE TREATMENT MENTAL HEALTH
HCR MS PCB	RIDER HCR-MS-PCB - HEALTH CARE REFORM MEDICARE SUPPLEMENTAL PREVENTIVE CARE BENEFITS
HCR-MS-WCB-ECS	RIDER HCR-MS-WCB - HEALTH CARE REFORM MEDICARE SUPPLEMENTAL WOMENS CONTRACEPTIVE

Reference Number: 65079271

All Benefit Descriptions may not be applicable to all subscribers.

Copyright 2010, Blue Cross Blue Shield of Michigan and Blue Care Network

In no event may any portion of this document be copied or reprinted and used for commercial purposes by any party other than Blue Cross Blue Shield of Michigan and Blue Care Network unless express written permission has been given by Blue Cross Blue Shield of Michigan and Blue Care Network. Group customers of Blue Cross Blue Shield of Michigan and Blue Care Network may make copies for their personal use.





8555 Kalamazoo Ave., SE
Caledonia, MI 49316
616-698-6640

NOTICE

Gaines Charter Township Board of Trustees

March 8, 2020

The Gaines Charter Township Board of Trustees reserves the right to meet in closed session, during the March 8th 6:00PM public meeting, pursuant to the Open Meetings Act, being MCL 15.268 *et seq.*, in regard to reviewing and considering application(s) for employment (candidate has requested confidentiality).

MATERIAL EXEMPT FROM DISCLOSURE BY STATUTE

Pursuant to Section 8 of the OMA, a public body may meet in a closed session to “review and consider the contents of an application for employment or appointment to a public office *if the candidate requests that the application remain confidential*”. MCL 15.268.

- **Open Meetings Act.** Closed Session minutes are exempt from disclosure by statute, Section 7(2) of the OMA. The Attorney General has opined that the public body may go into closed session to discuss closed session minutes.

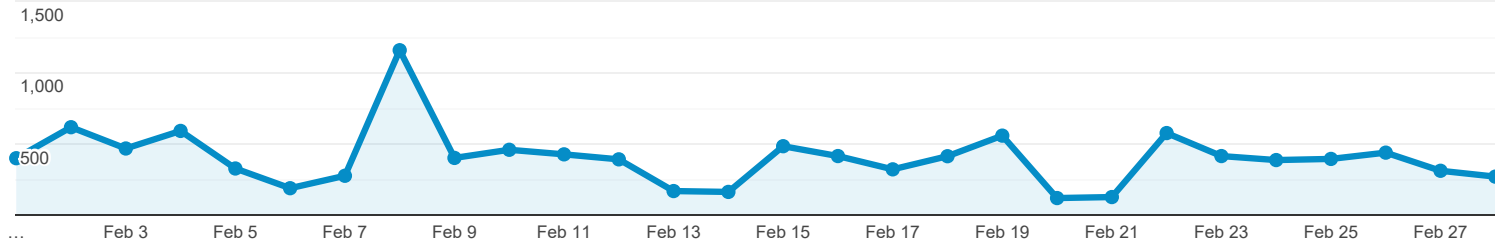
Pages

 All Users
100.00% Pageviews

Feb 1, 2021 - Feb 28, 2021

Explorer

Pageviews



Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
	11,278 % of Total: 100.00% (11,278)	8,638 % of Total: 100.00% (8,638)	00:01:28 Avg for View: 00:01:28 (0.00%)	4,798 % of Total: 100.00% (4,798)	51.77% Avg for View: 51.77% (0.00%)	42.54% Avg for View: 42.54% (0.00%)	\$0.00 % of Total: 0.00% (\$0.00)
1. /	3,034 (26.90%)	2,402 (27.81%)	00:01:12	2,245 (46.79%)	41.56%	44.17%	\$0.00 (0.00%)
2. /residents/index.php	831 (7.37%)	503 (5.82%)	00:01:22	54 (1.13%)	72.22%	35.98%	\$0.00 (0.00%)
3. /how_do_i_(faq)/contact/office.php	645 (5.72%)	527 (6.10%)	00:01:11	171 (3.56%)	59.65%	46.67%	\$0.00 (0.00%)
4. /document_center/index.php	500 (4.43%)	398 (4.61%)	00:04:29	91 (1.90%)	74.73%	61.40%	\$0.00 (0.00%)
5. /revize/gaines/	450 (3.99%)	292 (3.38%)	00:00:56	274 (5.71%)	39.42%	34.22%	\$0.00 (0.00%)
6. /online_services/index.php	279 (2.47%)	260 (3.01%)	00:03:49	104 (2.17%)	65.38%	57.71%	\$0.00 (0.00%)
7. /departments/treasurer_.php	259 (2.30%)	222 (2.57%)	00:02:03	168 (3.50%)	54.76%	50.58%	\$0.00 (0.00%)
8. /departments/water_sewer.php	238 (2.11%)	183 (2.12%)	00:02:50	156 (3.25%)	40.38%	40.76%	\$0.00 (0.00%)
9. /trustee_log-in/index.php	230 (2.04%)	189 (2.19%)	00:02:00	66 (1.38%)	66.67%	51.74%	\$0.00 (0.00%)
10. /departments/acessing.php	214 (1.90%)	168 (1.94%)	00:01:40	99 (2.06%)	52.53%	54.21%	\$0.00 (0.00%)
11. /parks_and_recreation/prairie_wolf_park.php	178 (1.58%)	118 (1.37%)	00:01:01	110 (2.29%)	58.18%	52.25%	\$0.00 (0.00%)
12. /departments/planning_zoning.php	166 (1.47%)	132 (1.53%)	00:01:08	86 (1.79%)	39.53%	36.14%	\$0.00 (0.00%)
13. /gaines_charter_township/bid_ops.php	133 (1.18%)	131 (1.52%)	00:00:05	125 (2.61%)	99.20%	94.74%	\$0.00 (0.00%)
14. /intranet/index.php	131 (1.16%)	61 (0.71%)	00:01:06	12 (0.25%)	58.33%	23.66%	\$0.00 (0.00%)
15. /how_do_i_(faq)/index.php	125 (1.11%)	76 (0.88%)	00:00:52	1 (0.02%)	100.00%	12.00%	\$0.00 (0.00%)
16. /how_do_i_(faq)/contact/policedept.php	121 (1.07%)	85 (0.98%)	00:00:25	71 (1.48%)	69.01%	59.50%	\$0.00 (0.00%)
17. /how_do_i_(faq)/contact/build_dept.php	110 (0.98%)	75 (0.87%)	00:01:31	29 (0.60%)	37.93%	31.82%	\$0.00 (0.00%)
18. /revize/gaines/residents/index.php	105 (0.93%)	57 (0.66%)	00:00:26	9 (0.19%)	55.56%	34.29%	\$0.00 (0.00%)
19. /departments/index.php	99 (0.88%)	95 (1.10%)	00:00:10	29 (0.60%)	41.38%	15.15%	\$0.00 (0.00%)
20. /revize/gaines/document_center/index.php	99 (0.88%)	26 (0.30%)	00:01:59	11 (0.23%)	9.09%	16.16%	\$0.00 (0.00%)
21. /departments/bldg_inspections.php	96	71	00:01:39	38	60.53%	44.79%	\$0.00

		(0.85%)	(0.82%)		(0.79%)			(0.00%)
22.	/gaines_charter_township/index.php	91 (0.81%)	75 (0.87%)	00:00:28	9 (0.19%)	55.56%	16.48%	\$0.00 (0.00%)
23.	/departments/dutton_fd.php	85 (0.75%)	72 (0.83%)	00:02:09	67 (1.40%)	62.69%	61.18%	\$0.00 (0.00%)
24.	/businesses/index.php	80 (0.71%)	60 (0.69%)	00:00:19	5 (0.10%)	100.00%	15.00%	\$0.00 (0.00%)
25.	/departments/clerk_.php	79 (0.70%)	63 (0.73%)	00:01:59	34 (0.71%)	67.65%	49.37%	\$0.00 (0.00%)

Rows 1 - 25 of 436



FEBRUARY 2021 GAINES TOWNSHIP CP REPORT

Michelle LaJoye-Young
SHERIFF

COMPLETED

- Responded to a serious injury crash 60th / Patterson
- National Night Out meeting
- Handled a road rage that took place 60th / S Division
- Handled an ordinance parking issue on Avalon Dr SE
- Investigated a neighbor dispute on Dunkirk SE
- Speed enforcement 68th / Paris Ave
- Multiple checks for parking issues on Rapids Dr
- Multiple early morning extra patrols 60th / Kalamazoo in reference to the increase in stolen vehicles
- Investigated a school bus issue in Woodfield East apartments
- Responded to an injury crash at 76th / Eastern
- Ordinance parking issue 7500 blk of Crystal View
- Ordinance parking issue 7100 blk of Crystal View
- Ordinance parking issue 2100 blk of Eaststone Dr SE
- Ordinance parking issue Roth / S Division
- Assisted Kent County Health Department with condemning a house on Millstone SE
- Ordinance parking issue on Shadyknoll
- Responded to a felonious assault with a gun 6100 blk of Kalamazoo Ave (stolen gun recovered)
- Ordinance junk vehicle issue 10500 blk of S Division
- Ordinance parking issue on Sunny Glen (vehicle impounded)
- Investigated a neighbor dispute / trespassing 6900 blk of Eastern Ave

- Assisted DFD, CFD, and BFD with a cold-water challenge event at the new Special Olympics of Michigan building
- Attended a block training at KCSO
- Responded to an assist involving a special needs child on Paris Ave

UPCOMING / ONGOING

- Continued extra patrols on Rapids Dr for parking enforcement
- Stolen vehicle directed patrols with the use of a bait car
- High School Shop with a Sheriff

Memo

To: Gaines Charter Township Board
From: Robert DeWard, Supervisor
Date: March 2, 2021
Re: 2021 KCRC Projects

The 2021 budget projected \$250,000.00 for roads in the Township. Kent County has presented the following projects:

92 nd Street – East Paris to Patterson (Chip & Seal)	\$ 53,500.00
---	--------------

Crush and Shape/Mill and Fill on the following Roads:

Mistywood: Hammond Ave to end
Park Knob Ave: Mistywood to End
Damon St: Hammond Ave to Dutton Ave
Deep Rose Drive: Hammond Ave to End
Dutton Ave: Hammond Ave to 68th St
Hammond Ave: 76th St to 68th St

\$200,000.00

Total for Proposed Plan:	\$253,500.00
--------------------------	---------------------

The KCRC's time table was to advertise the bid requests starting 3/1/2021, with a bid opening of 3/16/2021.

KENT COUNTY ROAD COMMISSION

WORK ORDER

DATE 2/22/2021

WORK ORDER _____

PROJECT 2021 Local Roads ProgramMUNICIPALITY Gaines Township IF OTHER: _____ROAD TYPE LocalLENGTH 1.0 MilesTYPE OF WORK Chip SealLOCATION 92nd Street:East Paris Avenue to Patterson AvenueCATEGORY PreservationACTIVITY 497PROJECT YEAR 2021UTILITIES No

BUDGET

WORK TYPE 000104 - Sealcoating

WORK TYPE _____

WORK TYPE _____

WORK TYPE _____

WORK TYPE _____

WORK TYPE _____

WORK TYPE _____

TOTAL \$ 107,000ESTIMATED COST VALID UNTIL Dec-21

FUNDING

% KCRC 50.00% \$ 53,500% TOWNSHIP 50.00% \$ 53,500TOTAL \$ 107,000

NOTES _____

TOWNSHIP SIGNATURE _____ DATE _____

FINANCE USE ONLY

CUSTOMER # _____ AR _____

PROJECT _____ REV _____



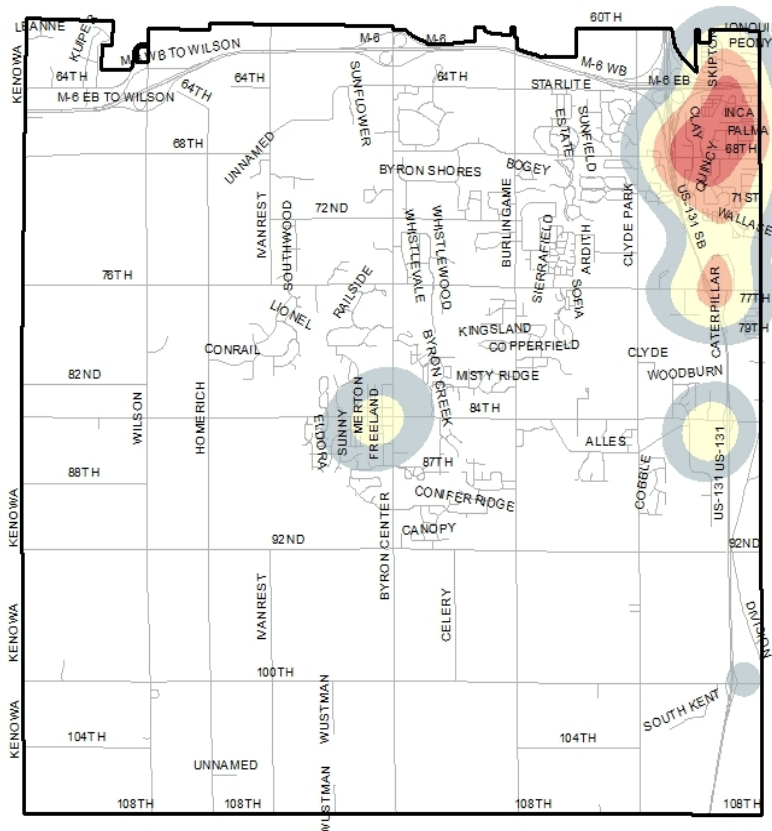
Kent County Sheriff's Office

Byron Twp

Byron Twp

- Total Calls for Service: 1060 (3rd)    ¹
- Total Traffic Stops: 439 (3rd)
- Total Reported Offenses: 344 (3rd)
- Top 3 Calls For Service:   ²
 1. Suspicious Condition/Noise/Subject (128 Calls)
 2. Alarm (112 Calls)
 3. Assist (79 Calls)
- Top 3 Repeat Call Addresses:   ²
 1. 300 Blk 84th St SW (39 Calls)
 2. 400 Blk 76th St SW (31 Calls)
 3. 500 Blk 68th St SW (26 Calls)
- Top 3 Responding Units:   ¹
 1. 4315 (354 Calls)
 2. 4217 (341 Calls)
 3. 4115 (296 Calls)
- Avg. # of Units Assigned Per Call: 1.98
- Avg. Hold Time: 8 Min, 11 Seconds   ⁵
- Avg Response Time: 17 Min, 23 Seconds   ⁶
- Top 3 Crimes   ⁷
 1. Driving Law Violations - 42
 2. Obstructing Justice - 30
 3. Retail Fraud - 26
- Total Detective Bureau Time: 268 Hours (4th)

Calls for Service "Hotspot" Map



Legend

- Low Density
- Medium
- Medium High
- High Density



Click on flame for hotspot details



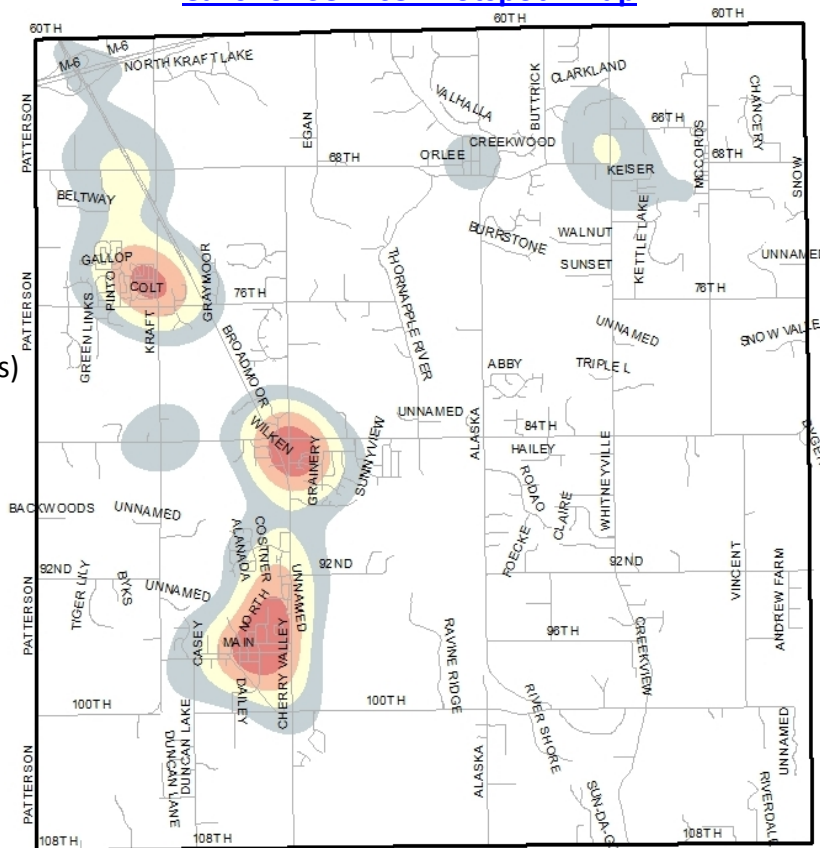
Kent County Sheriff's Office

Byron Twp

Byron Twp

- **Total Calls for Service: 1060 (3rd)** 
- **Total Traffic Stops: 439 (3rd)**
- **Total Reported Offenses: 117 (6th)**
- **Top 3 Calls For Service:** 
 1. Assist (51 Calls)
 2. Alarm (44 Calls)
 3. Suspicious Condition/Noise/Subject (37 Calls)
- **Top 3 Repeat Call Addresses:** 
 1. 7500 Blk Traditional Ct SE (14 Calls)
 2. 9300 Blk Cherry Valley Ave SE (8 Calls)
 3. 500 Blk Emmons St SE (8 Calls)
- **Top 3 Responding Units:** 
 1. 4119 (193 Calls)
 2. 4319 (155 Calls)
 3. 4416 (54 Calls)
- **Avg. # of Units Assigned Per Call: 1.62**
- **Avg. Hold Time: 10 Min, 0 Seconds** 
- **Avg Response Time: 22 Min, 25 Seconds** 
- **Top 3 Crimes** 
 1. OUIL / OUID - 14
 2. Domestic Simple Assault - 10
 3. Driving Law Violations - 9
- **Total Detective Bureau Time: 94 Hours (8th)**

Calls for Service "Hotspot" Map



Legend

- Low Density
- Medium
- Medium High
- High Density



Click on flame for hotspot details



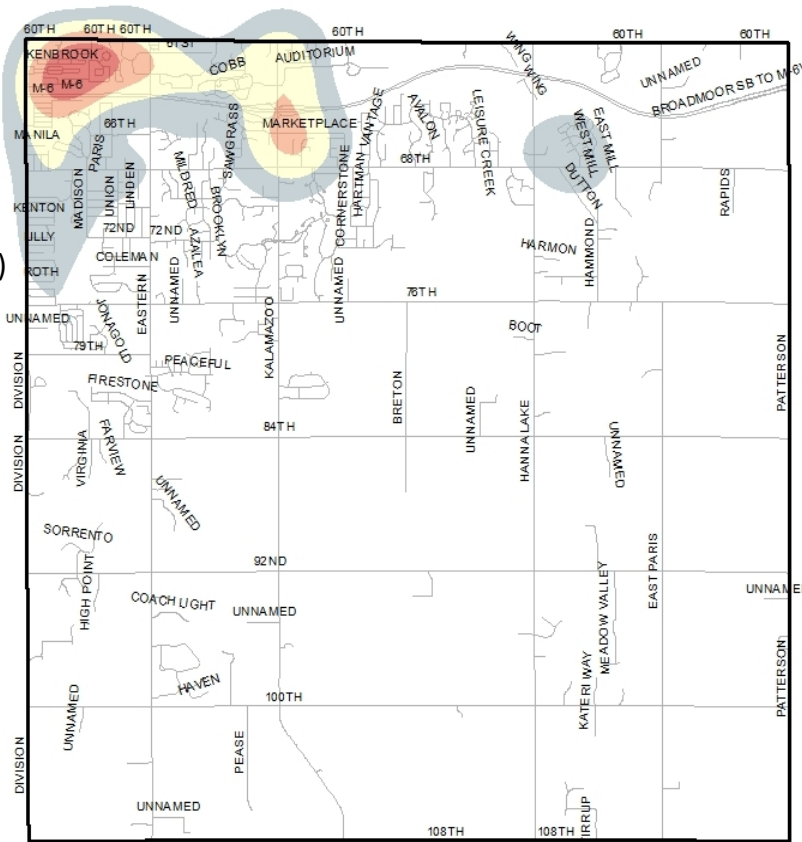
Kent County Sheriff's Office

Byron Twp

Byron Twp

- **Total Calls for Service: 1060 (3rd)** 
- **Total Traffic Stops: 439 (3rd)**
- **Total Reported Offenses: 434 (1st)**
- **Top 3 Calls For Service:** 
 1. Suspicious Condition/Noise/Subject (164 Calls)
 2. Assist (111 Calls)
 3. Domestic Argument - No Assault (91 Calls)
- **Top 3 Repeat Call Addresses:** 
 1. 1800 Blk Marketplace Dr SE (34 Calls)
 2. 6700 Blk Kalamazoo Ave SE (27 Calls)
 3. 6000 Blk Kalamazoo Ave SE (22 Calls)
- **Top 3 Responding Units:** 
 1. 4313 (434 Calls)
 2. 4211 (395 Calls)
 3. 4113 (344 Calls)
- **Avg. # of Units Assigned Per Call: 2.03**
- **Avg. Hold Time: 9 Min, 32 Seconds** 
- **Avg Response Time: 18 Min, 21 Seconds** 
- **Top 3 Crimes** 
 1. Domestic Simple Assault - 50
 2. Obstructing Justice - 34
 3. Larceny from Auto - 30
- **Total Detective Bureau Time: 639 Hours (1st)**

Calls for Service "Hotspot" Map



Legend

- Low Density
- Medium
- Medium High
- High Density



Click on flame for hotspot details