



Board of Trustees Meeting
8555 Kalamazoo Ave., SE
Caledonia, MI 49316
Township Board Room
Monday, May 11, 2026 ~ Time: 7:00 PM

1. **Opening Prayer ~ Trustee VanderStel**
2. **Pledge of Allegiance**
3. **Call to Order and Attendance ~ Trustee Lemke absent with notice**
4. **Declaration of Conflict of Interest**
5. **Review of Consent Agenda ~ *items must be removed from the consent agenda in order to be discussed***
6. **Approval of Agenda**
7. **Communications ~ Informational items ~ *letters, reports, updates, etc.***
 - a. April 2026 Building Department Revenue Report
[Building Department Revenue Breakdown April 2026.pdf](#)
 - b. April 2026 Gaines Charter Township Fire Department Run Report
[2026_05_04_GTFD April 2026 Monthly Report.pdf](#)
 - c. April 2026 Community Policing Officer's Report
[Township Monthly for April 26.pdf](#)
 - d. Data Centers - Information requested by citizens to be included in this packet
[DataCenterCommunications.pdf](#)
8. **Scheduled Speakers**
9. **Public Comments - *Public may speak regarding anything on the agenda which is NOT scheduled for a public hearing (comments limited to 3 minutes per speaker)***
10. **Public Hearings**
 - a. Rezoning ~ 6875 Hammond Avenue

11. Consent Agenda

- a. Draft Minutes ~ April 13, 2026 Board of Trustees Meeting
[Draft Minutes 04-13-2026.docx](#)
- b. Treasurer's March 2026 Financial Report
[TreasurersMarch2026FinancialReportpdf.pdf](#)
- c. April 2026 Check Registers:

101 General Fund March 2026 Check Register	\$114,631.38
205 Public Safety March 2026 Check Register	\$197,998.60
549 Building Inspections March 2026 Check Register	\$ 24,515.49
590 Sewer Fund March 2026 Check Register	\$ 394,200.30
591 Water Fund March 2026 Check Register	<u>\$ 669,372.16</u>
TOTAL	\$1,400,717.93

 - [101- GeneralFundApril2026CheckRegister.pdf](#)
 - [205 - PublicSafetyApril2026CheckRegister.pdf](#)
 - [549 - BldgApril2026CheckRegisterpdf.pdf](#)
 - [W&SApril 2026 check register.pdf](#)

12. New Business

- a. Rezoning 6875 Hammond Avenue
[05_11-6875 Hammond Board Packet 2nd Read.pdf](#)
- b. Beesing and Schooley Drains
[Memo - Schooley Drain Consolidation.pdf](#)
[Schooley Drain Petition for MI Consolidation - Gaines Twp.doc](#)
[Schooley Drain Resolution for MI Consolidation - Gaines Twp.docx](#)
- c. Fireworks Display Application
[MEMO-FireworksDisplayRequest.pdf](#)
[2026 Permit App \(Customer\) Crystal Springs.pdf](#)
[2026 COI Crystal Springs.pdf](#)
[BFS 416 Display Permit Form for 2026.pdf](#)
[Rev. Site Map Crystal Springs.pdf](#)
- d. Dutton Fire Station Driveway Easement Agreement
[Memo - Dutton Fire Station Driveway Easement Agreement.pdf](#)
[Dutton Fire Station Driveway Easement Agreement.pdf](#)
- e. Prairie Wolf Park Foundation Area Cleanup
[Memo - Foundation Clean Up at Prairie Wolf Park.pdf](#)
[Prairie Wolf Park - Old Foundation Area Proposal \(002\).pdf](#)
- f. Request for Approval Temporary Fireworks Stand
[Memo -Jake's Fireworks Temporary Stand Request.pdf](#)

[Jake's Fireworks Request.pdf](#)

- g. MetroAct Extension Request
[MEMO-MetroActExtensionRequest.pdf](#)
[Gaines Charter Township Extension Letter 2 \(003\).docx](#)
[F183-MI-1004.FMI183.GainesKentCo.CharterTownshipOfGaines.2015.04.22.pdf](#)
[F074-MI-011.FMI0704.GainesKentCo.GainesCharterTownship.2000.09.05.pdf](#)
- h. Warning Siren Upgrade
[Memo - Township Warning Siren Upgrade.pdf](#)
[GAINES CHARTER TOWNSHIP QUOTE 6659 20260423.pdf](#)
[TERMS AND CONDITIONS.pdf](#)
- i. Road Closure Request
[MEMO-RoadClosureRequest.pdf](#)
[Little Firecarcker Parade Route.pdf](#)
- j. Brewer Park PUD - Water & Sewer Development Contract
[2026-05-04 WS Dev Contract Recommendation Letter.pdf](#)
[Brewer Park WS Dev Contract.pdf](#)
- k. Amazon Delivery Station - W & S Development Contract
[W&SAmazon DGX2 WS Dev Contract w recommendation letter.pdf](#)

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

14. **Manager's Comments**

15. **Supervisors Comments**

16. **Trustee Comments**

17. **Adjournment**

NEXT SCHEDULED BOARD OF TRUSTEES MEETING: June 8, 2026

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

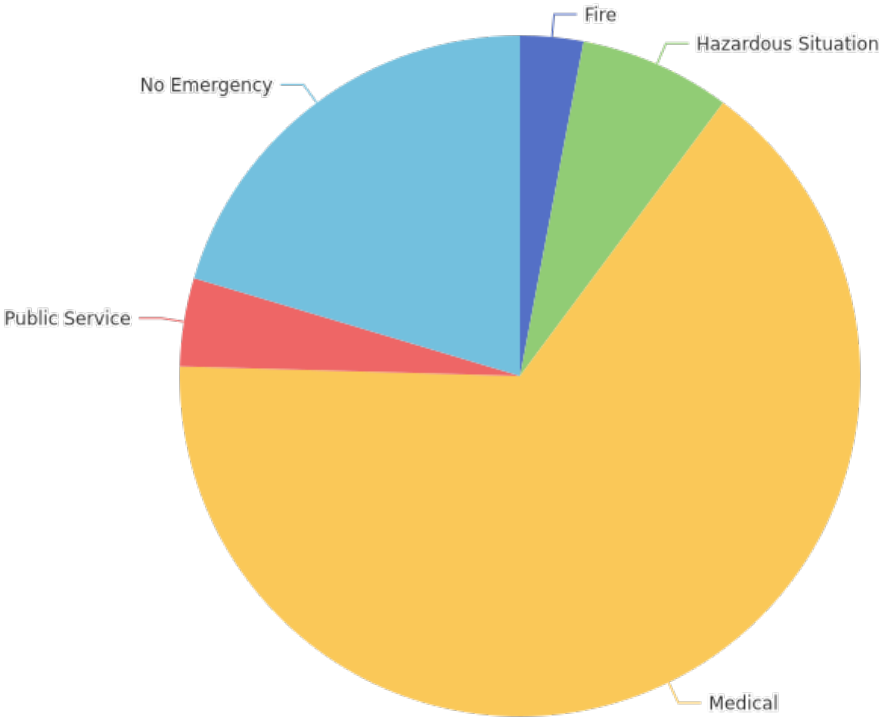
****Preliminary Agenda - Subject to Change****

Revenue Breakdown Report Records from
4.1.2026 through 4.20.2026

Record Type: Permit	Records	Revenue
Building	29	\$58,871.00
Deck	3	\$390.00
Residential Roofing	9	\$850.00
Storm Drain	4	\$340.00
Electrical	34	\$13,656.00
Fire Suppression	1	\$157.50
Mechanical	36	\$10,685.00
Plumbing	25	\$6,617.00
Total:	141	\$91,566.50



NERIS Incident Type Summary Monthly



NERIS Incident Type Summary Monthly

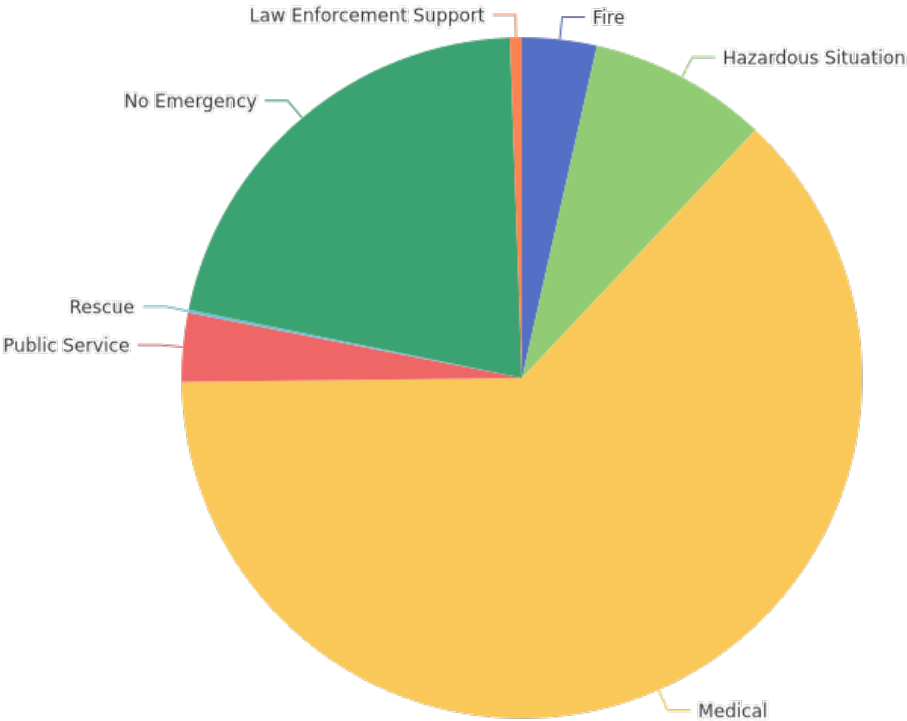
Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



PRIMARY INCIDENT GROUP	APRIL	TOTAL	PERCENT OF TOTAL INCIDENTS YTD
Fire	5	5	2.99%
Hazardous Situation	12	12	7.19%
Medical	109	109	65.27%
Public Service	7	7	4.19%
No Emergency	34	34	20.36%
Total	167	167	100.00%



NERIS Incident Type Summary YTD



NERIS Incident Type Summary YTD

Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



PRIMARY INCIDENT GROUP	JANUARY	FEBRUARY	MARCH	APRIL	TOTAL YTD	PERCENT OF TOTAL INCIDENTS YTD
Fire	7	5	8	5	25	3.54%
Hazardous Situation	19	14	15	12	60	8.49%
Medical	127	116	92	109	444	62.80%
Public Service	12	3	1	7	23	3.25%
Rescue	1				1	0.14%
No Emergency	39	40	37	34	150	21.22%
Law Enforcement Support		3	1		4	0.57%
Total	205	181	154	167	707	100.00%



NERIS Response Zone Summary - Monthly (with Date Filter)

RESPONSE ZONE	APR 2026	TOTAL	PERCENT OF TOTAL
Zone 1U	47	47	28.14%
Zone 4U	34	34	20.36%
Zone 2S	28	28	16.77%
Zone 3S	15	15	8.98%
Zone 7S	12	12	7.19%
Zone 5S	8	8	4.79%
Zone 6R	8	8	4.79%
Zone 11R	4	4	2.40%
Zone 12R	3	3	1.80%
Wyoming FD	2	2	1.20%
Zone 8R	2	2	1.20%
Byron Township FD	2	2	1.20%
Zone 9R	1	1	0.60%
Zone 10R	1	1	0.60%
Total	167	167	100.00%



NERIS Response Zone Summary - YTD (with Date Filter)

RESPONSE ZONE	JAN 2026	FEB 2026	MAR 2026	APR 2026	TOTAL	PERCENT OF TOTAL
Zone 1U	76	62	46	47	231	32.67%
Zone 4U	35	37	35	34	141	19.94%
Zone 2S	35	26	23	28	112	15.84%
Zone 3S	16	15	9	15	55	7.78%
Zone 7S	8	9	9	12	38	5.37%
Zone 5S	4	10	12	8	34	4.81%
Zone 6R	6	9	4	8	27	3.82%
Zone 10R	9	5	4	1	19	2.69%
Byron Township FD	2	3	4	2	11	1.56%
Zone 12R	2	2	2	3	9	1.27%
Zone 11R	2	1	1	4	8	1.13%
Zone 8R	3	1	2	2	8	1.13%
Wyoming FD	2			2	4	0.57%
Kentwood FD	3	1			4	0.57%
Caledonia Twp FD	1		2		3	0.42%
Cascade Twp FD	1				1	0.14%
Leighton Twp FD			1		1	0.14%

NERIS Response Zone Summary - YTD (with Date Filter)

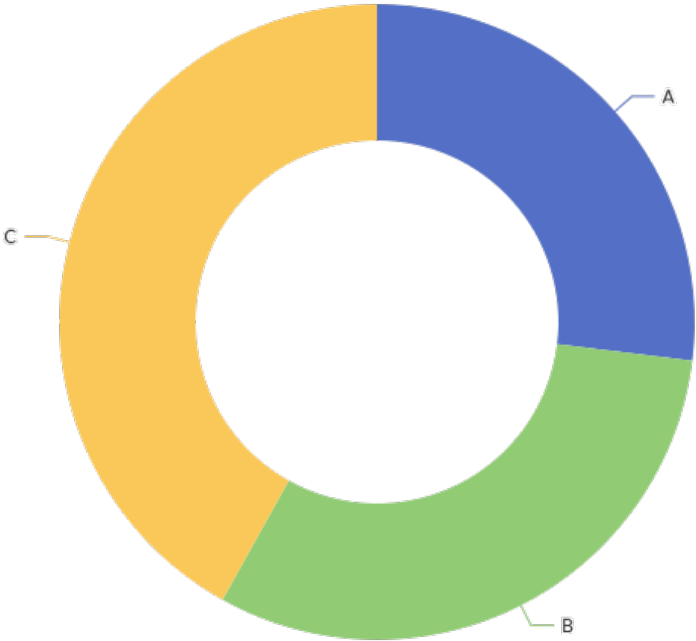
Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



RESPONSE ZONE	JAN 2026	FEB 2026	MAR 2026	APR 2026	TOTAL	PERCENT OF TOTAL
Zone 9R				1	1	0.14%
Total	205	181	154	167	707	100.00%



NERIS Incident Count by Shift - Monthly (with Date Filter)



NERIS Incident Count by Shift - Monthly (with Date Filter)

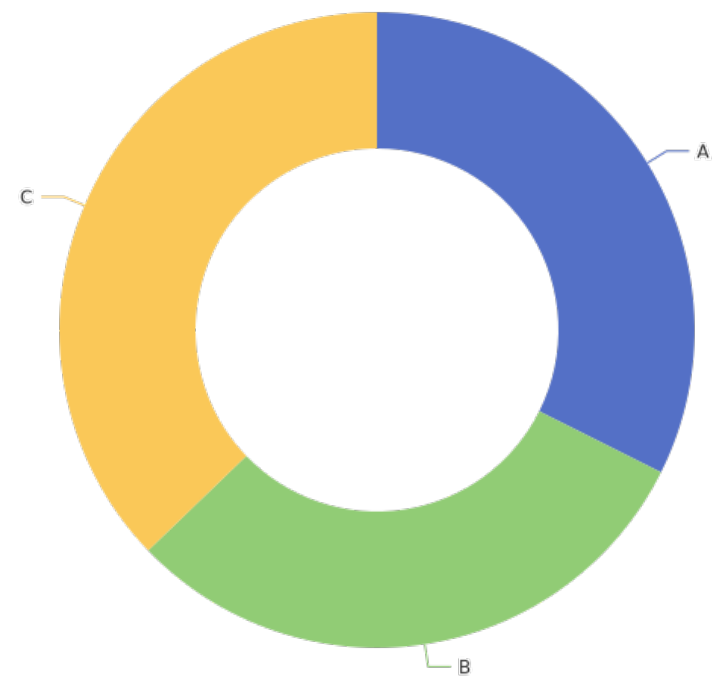
Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



IR SHIFT NAME	INCIDENT COUNT	PERCENT OF TOTAL
A	45	26.95%
B	52	31.14%
C	70	41.92%
Total	167	100.00%



NERIS Incident Count by Shift - YTD (with Date Filter)



NERIS Incident Count by Shift - YTD (with Date Filter)

Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



IR SHIFT NAME	JANUARY	FEBRUARY	MARCH	APRIL	INCIDENT COUNT	PERCENT OF TOTAL
A	67	62	55	45	229	32.39%
B	61	53	49	52	215	30.41%
C	77	66	50	70	263	37.20%
Total	205	181	154	167	707	100.00%



NERIS Incident Count by Station - Monthly



NERIS Incident Count by Station - Monthly

Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



FIRE STATION	APR 2026	INCIDENT COUNT	PERCENT OF TOTAL INCIDENTS
Station 1	98	98	58.68%
Station 2	69	69	41.32%
Total	167	167	100.00%



NERIS Incident Count by Station - YTD (with Date Filter)



NERIS Incident Count by Station - YTD (with Date Filter)

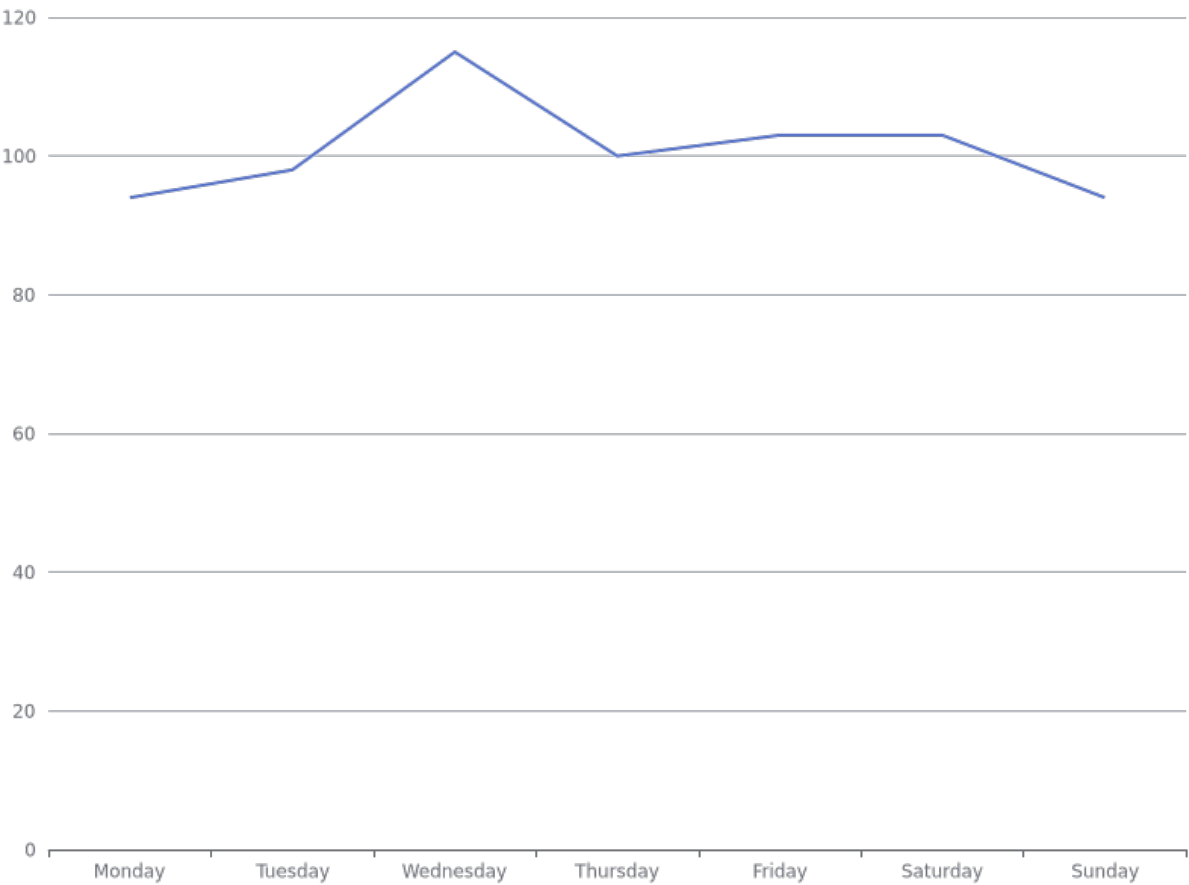
Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



FIRE STATION	JAN 2026	FEB 2026	MAR 2026	APR 2026	INCIDENT COUNT	PERCENT OF TOTAL INCIDENTS
Station 1	132	116	98	98	444	62.80%
Station 2	73	65	56	69	263	37.20%
Total	205	181	154	167	707	100.00%



NERIS Count of Incidents by Day of Week -YTD



NERIS Count of Incidents by Day of Week -YTD

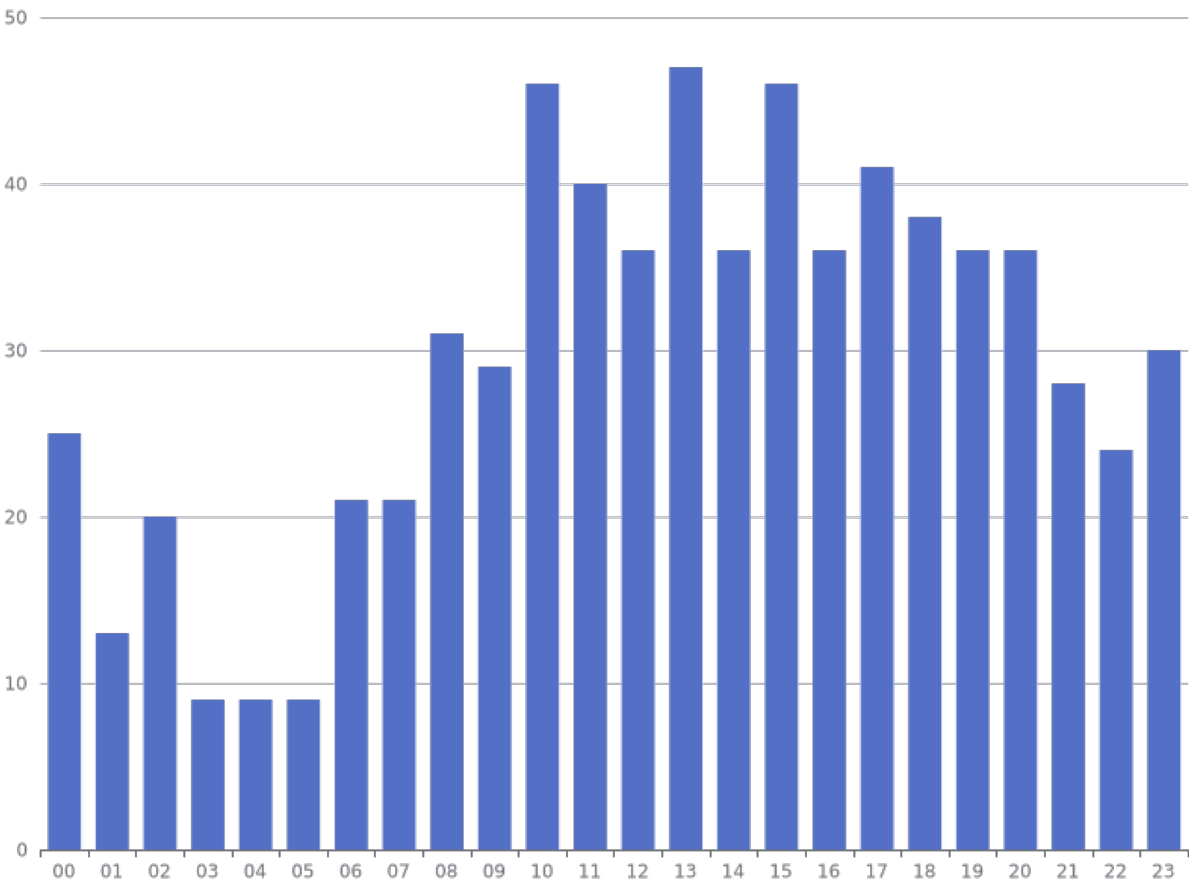
Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



DISPATCH CALL CREATED	JAN 2026	FEB 2026	MAR 2026	APR 2026	TOTAL	PERCENTAGE OF TOTAL INCIDENTS
Monday	28	27	20	19	94	13%
Tuesday	24	29	24	21	98	14%
Wednesday	39	32	20	24	115	16%
Thursday	31	18	24	27	100	14%
Friday	32	22	22	27	103	15%
Saturday	28	26	23	26	103	15%
Sunday	23	27	21	23	94	13%
Total	205	181	154	167	707	100%



NERIS Count of Incidents by Hour of Day & Day of Week - YTD



NERIS Count of Incidents by Hour of Day & Day of Week - YTD

Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



DISPATCH CALL CREATED	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL
00	3	4	1	2	8	2	5	25
01	4	1	1	2	1	2	2	13
02	5	3	2	3	4	1	2	20
03	1		1	2	2	2	1	9
04	1	2	1	1	1	3		9
05		1	2	2	1	1	2	9
06	7	1	4	6		2	1	21
07	2	3	3	4	4	3	2	21
08	3	3	8	4	5	3	5	31
09	2	4	9	3	4	3	4	29
10	7	6	7	8	9	5	4	46
11	7	7	5	3	7	5	6	40
12	3	2	8	3	7	8	5	36
13	2	9	13	5	5	5	8	47
14	4	6	5	5	6	7	3	36
15	5	8	7	7	5	11	3	46
16	6	6	6	6	5	4	3	36
17	4	5	6	5	6	5	10	41
18	7	4	6	4	4	6	7	38

NERIS Count of Incidents by Hour of Day & Day of Week -
YTD

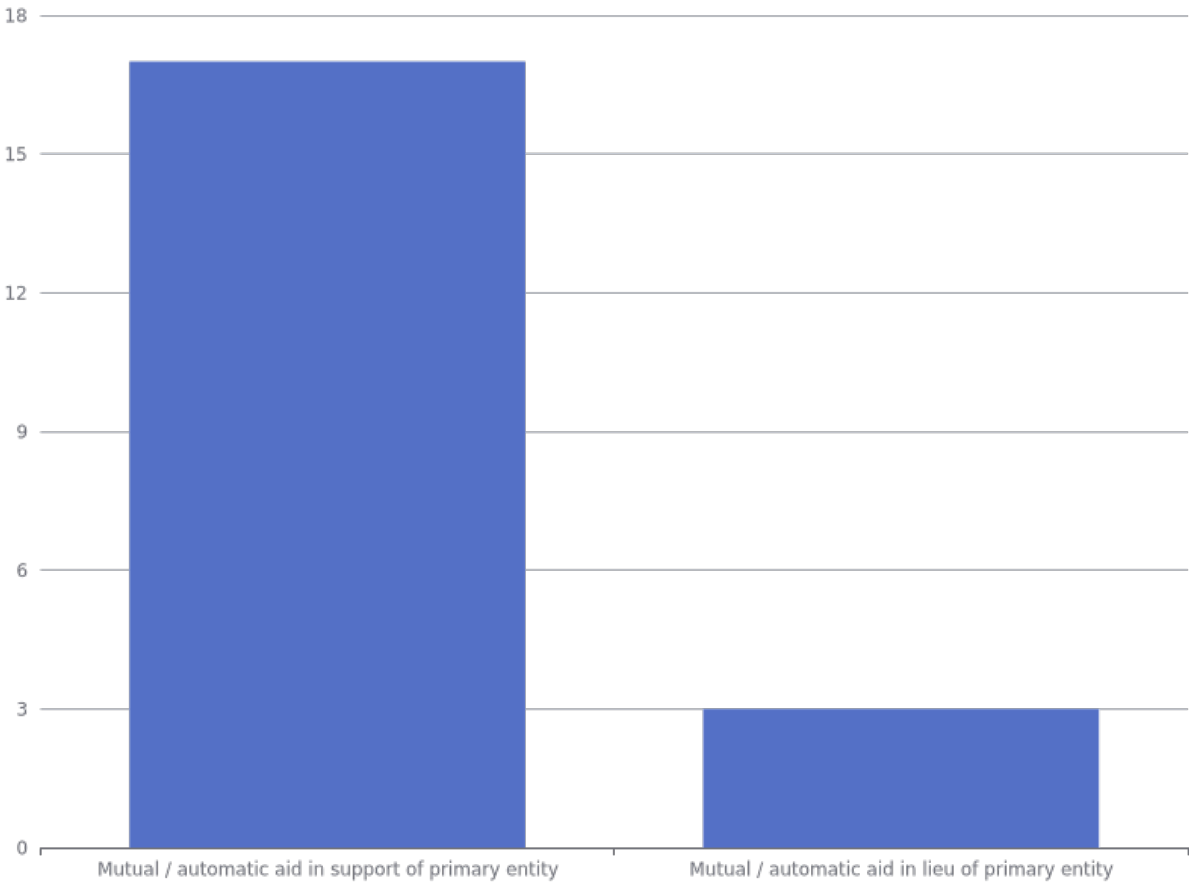
Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



DISPATCH CALL CREATED	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL
19	3	6	4	6	9	3	5	36
20	5	7	8	7	3	4	2	36
21	6	2	4	6	3	4	3	28
22	5	2	1	4	3	6	3	24
23	2	6	3	2	1	8	8	30
Total	94	98	115	100	103	103	94	707



NERIS Aid Given (Auto/Mutual) - YTD



NERIS Aid Given (Auto/Mutual) - YTD

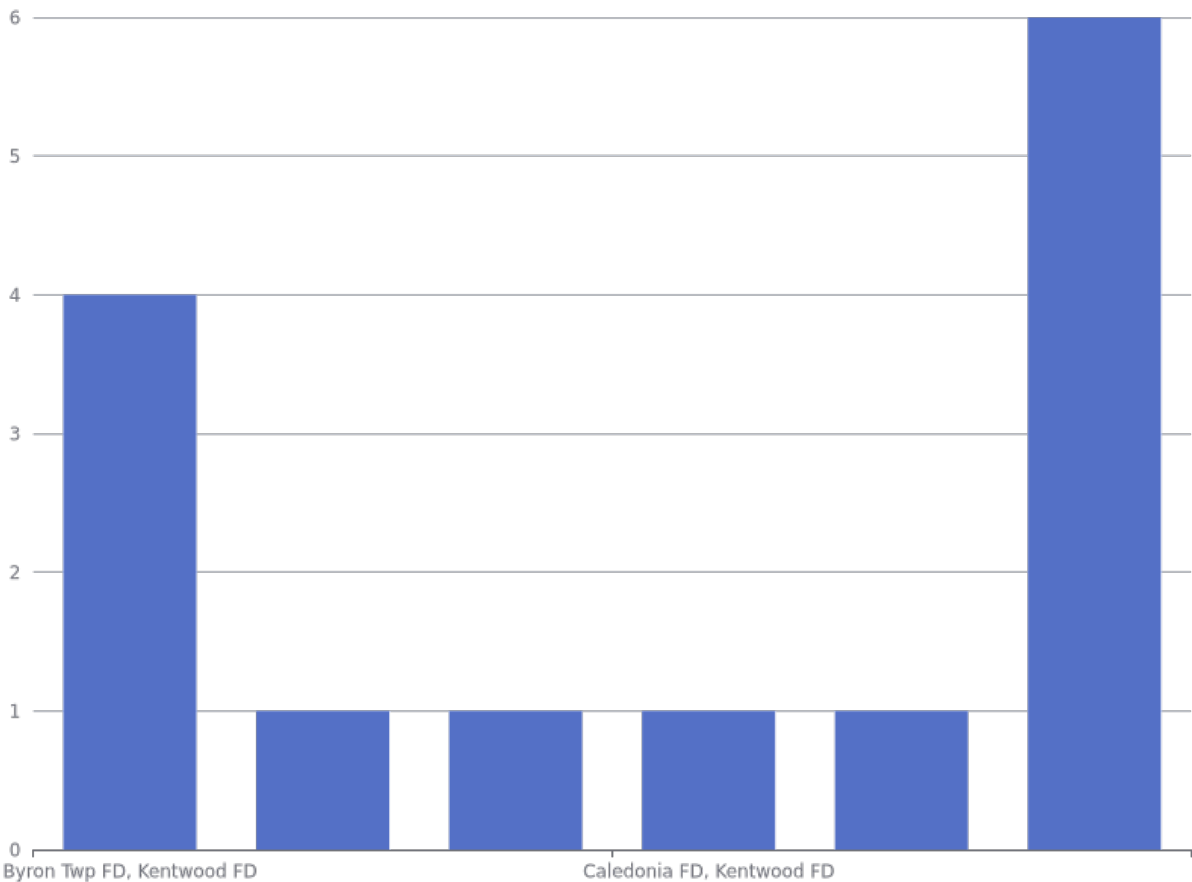
Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



AID DEPARTMENT NAME	TOTAL
Byron Twp FD	9
Caledonia FD	2
Cascade Twp FD	1
Kentwood FD	4
Leighton Twp FD	1
Wyoming FD	3
Total	20



NERIS Aid Received (Auto/Mutual) - YTD



NERIS Aid Received (Auto/Mutual) - YTD

Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



AID RECEIVED DEPARTMENT NAME(S) LIST	TOTAL
Byron Twp FD, Kentwood FD	4
Byron Twp FD, Kentwood FD, Wyoming FD	1
Caledonia FD, Cascade Twp FD, Kentwood FD	1
Caledonia FD, Kentwood FD	1
Cascade Twp FD	1
Kentwood FD	6
Total	14



Inspection/Plan Review Report - YTD

INSPECTION TYPE	JAN 2026	FEB 2026	MAR 2026	APR 2026	TOTAL YTD
Annual Fire Inspection			4		4
Certificate of Occupancy	5	8	3		16
Fire Alarm System Final Acceptance	2	1			3
Fire Sprinkler Hydrostatic Test	2	1			3
Fire Sprinkler-Final	4	1	1	2	8
Fire Sprinkler-Rough In		3		2	5
Kitchen Hood Suppression System Inspection		3	1		4
Plan Review-Commercial Kitchen Suppression System	1				1
Plan Review-Fire Alarm Plan			2		2
Plan Review-New Building				1	1
Plan Review-Site Plan	1	1	1	3	6

Inspection/Plan Review Report - YTD

Gaines Charter TWP FD MI
Address: 3471 68th St SE, Caledonia, MI, 49316



INSPECTION TYPE	JAN 2026	FEB 2026	MAR 2026	APR 2026	TOTAL YTD
Plan Review-Sprinkler Plan	1	11	8	2	22
Clean Agent Acceptance Test	1				1
Fire Sprinkler- Air Test				2	2
Occupancy Check				1	1
Plan Review-Addition To Existing Building				1	1
Total	17	29	20	14	80



Michelle LaJoye-Young
SHERIFF

Bryan Muir
UNDERSHERIFF

MONTHLY REPORT FOR APRIL 2026

- Stonewater trespassing complaint.
- Suspicious vehicle at Legacy Christian.
- Patrolled suspected drug houses within the township.
- Neighbor complaint at Green Meadow Estates.
- Planning Commission Meeting.
- Board Meeting.
- Steven's Pointe Neighborhood Meeting.
- Citation for ordinance violation on 68th Street.
- Bond conditional release violation on Campus Park.
- Disorderly subject at 6333 Kalamazoo Avenue.
- Assist citizen with purchase permit.
- Assist Woodfield management with incident information.
- Contacted adult protective services regarding a subject with declining mental health in Cooks Crossings.
- Assist Fieldstone Apartments with incident reports.
- Investigation address for potential animal abandonment. Confirmed residence was occupied and animals were cared for.
- Assisted health department for subject who lived in poor conditions. Home was condemned.
- Felony stop for felonious assault suspect who was taken into custody on Aleda Avenue.
- DEA drug takeback event at Corewell Health in Gaines.
- Assisted in locating missing toddler in Fieldstone Apartments.
- Bill of Rights presentation to students at Legacy Christian.
- Trespassed subject residing in a homeless camp along M-6 trail.
- Traffic stop for a vehicle with a stolen plate.
- Neighbor complaint for a child with a toy gun at Country Corners.
- Meeting with consumers security.
- Informed Southwood Village about a vehicle pursuit that occurred within their community.
- Missing juvenile complaint at Woodfield.
- Inoperable vehicle on Dunkirk Street.
- Illegal dumping complaint on Gaines Street.



616.632.6100



701 Ball Ave NE, Grand Rapids, MI 49503



www.kentcountymi.gov/sheriff



- Obstructed view of traffic complaint near Dunkirk Street and Division Avenue.
- Warrant arrest at Pine Rest.
- Assisted deputies with a drug investigation near 76th Street and Division Avenue.
- Patrolled Target's parking lot for complaints of disorderly teenagers after school hours.
- Patrolled Dutton Mill regarding complaints of disorderly juveniles at the bus stop.
- Ordinance violation for a semi-truck parked on Hartman Drive.
- Hit and run investigation regarding Division Avenue light pole that was struck.
- Traffic enforcement throughout the township.

*Used one week of vacation and had two training days in the month of April.

Kim Triplett

From: Cindy Forte <cindyforte1@gmail.com>
Sent: Wednesday, April 15, 2026 11:54 AM
To: Robert DeWard; Michael Brew; Tim Haagsma; Kim Triplett; Kathy Vanderstel - Hotmail; Rod Weersing; Bob Terpstra
Subject: Data Center concerns

Dear township members,

My name is Cindy Forte and I live in Carpet Rose Estates, directly adjacent to where this mega scale data center is supposed to be built. I am requesting the township to consider **AT LEAST** a one year moratorium on construction of this data center to allow themselves to take a long pause and provide our community with tangible evidence regarding long-term environmental safety studies that prove this scale of data center has no negative impacts. I absolutely do not want my family or anyone in this community to serve as Microsoft's experiments for what irreparable damage will be caused to our health, safety, and properties. We do not know, and have not been provided, any studies showing positive long-term impacts of data centers. Gaines is a booming community and there are many residential neighborhoods right next to this site as well as a brand new elementary school that will be impacted. My areas of concern:

Air pollution: A "closed-loop" water system still emits water into the air. Evaporative water from these data centers contain cancer causing corrosives that we will now be breathing. How would you feel if this was the air you would be breathing in your backyard?

Ground water contamination: Water treatment facilities do not have the capacity to treat this amount of water, so it has to go somewhere, which means water used to cool these data centers that has picked up cancer causing corrosives will now be expelled into the aquifers where my personal well sits on. How would you feel if this was being built in your backyard?

Water usage: Data centers use more water in one day than our entire community. There is a high concern for the stress this consumption will put on our freshwater resources.

Energy use: Data centers could overload our grids and could contribute to climate change.

Noise pollution: Data centers continuously emit electromagnetic fields, radio frequencies, and infrasound due to high-powered servers, cooling systems, and power supplies operating 24/7. While internal EMF levels are typically within safety guidelines, the constant drone and low-frequency noise can cause health issues like insomnia and vertigo, and impacts children's developing nervous systems and pregnant women. An important fact I learned is that the environmental safety standards provided by regulatory agencies are based on average people, not including children or livestock. So not only will this leave detrimental health impacts on people living close to this site, it will have an impact on the developing children at Dutton Elementary School and the neighboring homes and farms with animals.

Light emissions: Data center light emissions are often 24/7 and can disrupt local ecosystems by interfering with nocturnal wildlife, including birds, bats, and insects, while impacting community quality of life by disturbing sleep cycles. What impact will this have on migratory birds? Would you be able to sleep at night if this was in your backyard?

Property values: No one is going to want to live next to a mega-scale data center thus impacting the values of our properties. How would you feel if your property value tanked and your biggest life investment was pulled from beneath you to help benefit a billion dollar corporation instead?

Ground warming: They are creating "[heat islands](#)," warming the land around them by up to 16 degrees Fahrenheit, and making life hotter for more than 340 million people.

I leave you with some additional questions to consider. The federal government has introduced legislation to enact an AI moratorium to ensure the safety of humanity-why won't Gaines Township do the same? Why is Microsoft in such a rush to build these data centers all over the state? Is there an actual NEED for these facilities? What actual benefits will these data centers bring to our community aside from short-term job creation?

Please take the time to watch the testimonies of Kristen Meghan Kelly and Tammy Clark, Environmental Health Experts, who recently spoke at a MI Oversight Committee regarding data centers in February 2026. Their testimonies can be found at the 1:21:38 timestamp and lasts about 20 minutes, link below.

Sites:

[February 2026 MI Oversight Committee Meeting](#)

[Data Center Energy Use](#)

[Data Center Ground Warming](#)

Thank you,

Cindy Forte

Kim Triplett

From: Karin Sekelsky <karinsekelsky@gmail.com>
Sent: Sunday, May 3, 2026 11:34 AM
To: Dan Wells; Bob Terpstra; Michael Brew; kathy.vanderstele@hotmail.com; Kim Triplett; Tim Haagsma; talimma.billips@gainestownship.org; Robert DeWard; Laurie Lemke, MiCPT, CPFA; Dakota Swan; AngelaRigas@house.mi.gov
Subject: Data center independent studies

Hello,

<https://ceds.org/datacenter/>

As an adjacent neighbor to the proposed hyper scale data center in Gaines Township we respectfully request a moratorium for a minimum of 18 months to thoroughly evaluate the impact a center of this magnitude may have on our health and wellbeing. The article attached is by an independent organization and until ALL items have been addressed to the neighbors satisfaction this data center must be put on hold. Pay special attention to the dBA, dBB, and dBC, set backs from property lines, as well as situations of non-compliance by the multimillion dollar corporation,

Karin Sekelsky
7491 Carpet Rose Drive
Caledonia MI 49316

Kim Triplett

From: Sara Rozema <sararozema@yahoo.com>
Sent: Wednesday, April 22, 2026 1:59 PM
To: Bob Terpstra; Laurie Lemke, MiCPT, CPFA; Michael Brew; Kathy Vanderstel - Hotmail; Kim Triplett; Tim Haagsma

Good afternoon!

My name is Sara. My husband, Jeff and I have 6 young children. We are increasingly concerned about the data center being proposed to be built in our Township - the place we've called home all of our lives. No one appreciates this area as much as the residents who live here - and that saying is especially true of Microsoft. They have no interest in or appreciation for our local Township except what they can take from it. They have no incentive to be honest and forthcoming about any results or consequences that may come from what they do. Because of this, I am asking that you - the representatives of the PEOPLE of this Township - listen and adhere to your constituents by granting at minimum a 1 year moratorium on any Data Center being built.

The sound and light pollution are concerning enough, but to add to that is the noise, which from much research done by professionals in that field, can severely impact the health and growth of young, developing brains. Not only will my children be impacted by this but every school in the surrounding areas! We must protect our children! Who will be responsible for the negative health impacts caused? We know Microsoft will not have a care. Nor will they care what this will do to the property values of each resident who lives within radius of these Centers. There are better and safer ways to go about building these Centers, and we need time and safety data, as well as legally binding promises from Microsoft that they will not leave these areas - the ones we call home - desolate.

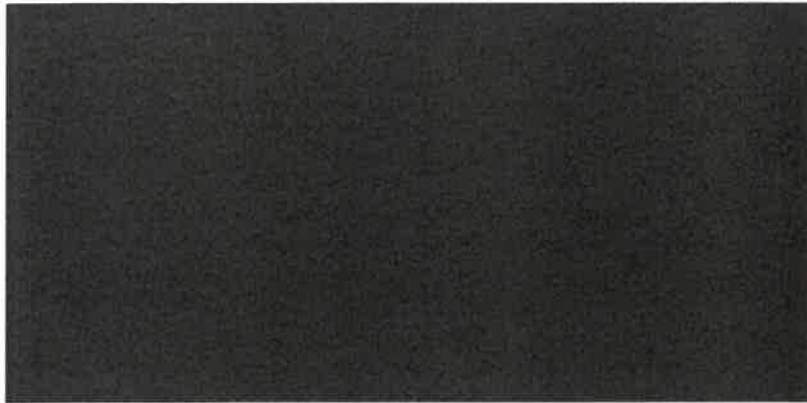
We are thankful for your attention and time devoted to this very urgent matter! We are praying for you as you seriously ponder this.

Sincerely,
Jeff & Sara Lobbezoo

Kim Triplett

From: Stephanie Maleport <stephalynn81@att.net>
Sent: Monday, May 4, 2026 12:17 AM
To: Kim Triplett; Rod Weersing; Bob Terpstra; Dan Wells; Dakota Swan; Kim Triplett; Michael Brew; Laurie Lemke, MiCPT, CPFA
Subject: Microsoft Wisconsin data center

[Go inside the Microsoft AI data center in Mount Pleasant, Wisconsin](#)



**Go inside the Microsoft AI data center in
Mount Pleasant, Wisconsin**

Gaines Charter Township:

This is HEAVY LOUD INDUSTRIAL and does NOT belong near residential or schools. Look at the size! This is only ONE not SEVEN. That is not a warehouse. PLEASE put a moratorium on the next meeting agenda to vote yes. PLEASE do not allow them to move in here.
Please include this on the public record.

Thank you,

Stephanie Pratt
4642 76th ST SE
616-890-1584

[Sent from AT&T Yahoo Mail on Android](#)

Kim Triplett

From: Morgan Raedeke <morganraedeke@gmail.com>
Sent: Friday, May 1, 2026 8:42 PM
To: Tim Haagsma; Kim Triplett; Kathy Vanderstel - Hotmail; Michael Brew; Laurie Lemke, MiCPT, CPFA; Bob Terpstra
Subject: No data center & a 12 month moratorium

Dear Mr. Terpstra & other employees,

I am a Gaines Township resident writing to express my opposition about the proposed data center project and request a 12 month moratorium be put in place.

From what I understand, this development could place major demands on local power and water resources while bringing noise, increased traffic, and significant industrial activity into our community. I am also concerned about its long-term impact on nearby neighborhoods, schools, property values, and the overall character of Gaines Township. The movement of this project is far too fast and needs more consideration and the people of Gaines township deserve to be heard on the decision of this project.

I ask that the township pause the current plans to put a 12 month moratorium while they study the issue, update zoning rules, or assess community impacts.

I believe projects of this scale deserve careful scrutiny, transparency, and clear public benefit.

Thank you for your time and consideration.

Sincerely,

Morgan Raedeke

To: Stephanie Maleport
Subject: RE: Please read this



www.gainestownship.org
Kim.triplett@gainestownship.org

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

From: Stephanie Maleport <stephalynn81@att.net>

Sent: Friday, April 24, 2026 12:24 AM

To: Kim Triplett <Kim.triplett@gainestownship.org>; Michael Brew <Michael.Brew@gainestownship.org>; Rod Weersing <rod.weersing@gainestownship.org>; Bob Terpstra <Bob.terpstra@gainestownship.org>; Laurie Lemke, MiCPT, CPFA <laurie.lemke@gainestownship.org>; Dakota Swan <dakota.swan@gainestownship.org>; Dan Wells <dan.wells@gainestownship.org>; Kim Triplett <Kim.triplett@gainestownship.org>

Subject: Please read this

Good morning,

Please read this testimony from an ex employee of Switch data center in Nevada.

From a Reddit feed I just left my job at 'the largest data center in the world' located off USA Pkwy and it's worse than people think

I recently left a job at the 'largest data fortress in the world' out in the Tahoe Reno Industrial Center (TRIC). After seeing what goes on behind those 20-foot concrete walls, I can tell you it is far worse than the public realizes.

The most disturbing part? Unless you work there, you have no idea it's even there.

There are zero signs for Switch or 'The Citadel' from I-80. There is no major press coverage or local news about the current expansion. While they tout being the 'largest data center in the world' to investors, they seem to keep a very low profile with the local community. They are building a water sucking fortress in total silence.

We aren't just talking about a couple of

This campus is planned for 7.2 million square feet. To make room for this, they are literally tearing down entire mountains. I overheard them joke about this. Almost all, (if not all) construction management is not local or from Nevada.

This isn't just 'empty desert.'

This is the ancestral territory of the Northern Paiute (Numu) and Washoe (Wa She Shu) people.

The campus is in the immediate proximity of the Lagomarsino Petroglyphs, one of the most significant and largest indigenous rock art sites in Nevada. We are surrounding 10,000 years of sacred history with high-voltage fences and humming fiber hubs.

They have 2,000 acres of land. For context, that is nearly 1,500 football fields of desert and hillside being flattened. The wild horses that

Based on the rapid pace of construction I saw on-site, it is highly likely that the environmental and cultural impact on the nearby Lagomarsino petroglyphs and the Truckee watershed will be irreversible before the public even realizes the full scope of the project.

Switch requires an astronomical amount of water to keep its servers from melting.

They use a 16-mile pipeline to pull treated wastewater from Reno and Sparks (Truckee River).

While they call this 'recycled', that water is being evaporated into the air to cool the machines instead of flowing downstream to the Pyramid Lake Paiute Reservation.

In a desert watershed where our snowpack is already at a critical low, we are essentially trading the health of our river and the heritage of the Paiute

Northern Nevada is being terraformed. We are losing mountains, wild horses, and water rights to host a "data city" that provides almost zero permanent jobs for locals compared to the resources it consumes.

If we don't start asking questions about the Switch campus now, we are going to wake up and realize our landscape has been traded for a giant, humming concrete box.

I won't get into the clients for this data center but let's say I believe there are very specific reasons it hasn't been talked about in the press or much at all locally.

let's just say they're hosting clients bigger than retail giants.

One of the reasons I left was because of safety and competency concerns. The other was being a local, I couldn't do it anymore ethically. More people should know what's going on. I worked there for 1.5 years and saw the project

Thank you.

Stephanie Pratt
4642 76th ST SE Caledonia
616-890-1584

[Sent from AT&T Yahoo Mail on Android](#)

Mr. Dan Wells,

Greetings from a close neighbor to the proposed Data Center. I wanted to speak concerning these things, especially after I saw all the anger. I did not appreciate the agitators that were outside of Gaines, TWP. But then I saw that it would be very late. This is exactly what I would have said and feel the need to tell you:

“My wife and I have owned 55 acres on the S.W corner of 76th and East Paris for 52 years. , We have two married children, Jeff and Laura Meengs on Carpet Rose, and Becky and Phil Vanlaan, who now own the 4 acres right on the corner of 76th and East Paris. A grand daughter and her husband, the Offringa’s live right across the street from the middle of the proposed new zoning.

We personally knew the four farm owners before Steelcase bought from them 40 years ago. We were friends and lived together very peacefully. Steelcase has been a good owner for about 40 years. Now that the property is basically light industrial property, we would hate to see many light industrial businesses on the former Steelcase property. We would also not like to see a pile of houses. We would far rather see a data center who has promised to be a good neighbor and continue what we have personally seen for 52 years.

We understand some of the angst over a new use of this property. Some see the newer data centers as still too toxic for this property. The greenspace and park like look with the data center looks to us a much better fit for our area. If only those people who are so angry about the data center only knew that their anger and bitterness is 100 times more toxic to their health and welfare than the data center would ever be.

Just wanted to say that we approve. Thanks for the work of the planning commission and the board.

Dave and Mary Meengs

Rebecca Klanderman

From: Rebecca Klanderman
Sent: Tuesday, May 5, 2026 8:09 AM
To: Rebecca Klanderman
Subject: FW: Microsoft Wisconsin data center

The link in long form is <https://www.youtube.com/watch?v=TngXU5kf7Rs>



Gain. More.

www.gainestownship.org

rebecca.klanderman@gainestownship.org

Rebecca Klanderman
Receptionist
Administrative Assistant
Office: (616)698-6640 Ext. 110

From: Dan Wells <dan.wells@gainestownship.org>
Sent: Monday, May 4, 2026 5:15 PM
To: Rebecca Klanderman <rebecca.klanderman@gainestownship.org>
Subject: Fw: Microsoft Wisconsin data center

add to the folder please.



Gain. More.

www.gainestownship.org

dan.wells@gainestownship.org

Dan Wells
Community Development Director
Office: 616-698-6640 Ext.120
Cell: 616-980-6188

From: Stephanie Maleport <stephalynn81@att.net>
Sent: Monday, May 4, 2026 12:17 AM
To: Kim Triplett <Kim.triplett@gainestownship.org>; Rod Weersing <rod.weersing@gainestownship.org>; Bob Terpstra <Bob.terpstra@gainestownship.org>; Dan Wells <dan.wells@gainestownship.org>; Dakota Swan <dakota.swan@gainestownship.org>; Kim Triplett <Kim.triplett@gainestownship.org>; Michael Brew <Michael.Brew@gainestownship.org>; Laurie Lemke, MICPT, CPFA <laurie.lemke@gainestownship.org>
Subject: Microsoft Wisconsin data center

[Go inside the Microsoft AI data center in Mount Pleasant, Wisconsin](#)

**MINUTES OF GAINES CHARTER TOWNSHIP BOARD
FOR THE REGULAR 7:00 PM MEETING
April 13, 2026**

Present: Supervisor Terpstra, Clerk Brew, Trustees: DeWard, Fryling, Haagsma, Vander Stel
Staff: Manager Weersing, Community Development Director Wells

Absent: Treasurer Lemke with notice

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

1. The meeting was called to order at 07:04 p.m. by Board Member Terpstra.

2. Question of Conflict of Interest

None

3. Review of the Consent Agenda.

No items were removed for in-depth discussion

4. Meeting Agenda

Motion by Board Member Vander Stel and supported by Board Member Haagsma to approve the published agenda.

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

5. Communications ~ Non-action Informational Items

- a) March 2026 Gaines Charter Township Fire Dept. Run Report
- b) March 2026 Community Policing Officer's Report
- c) 1st Quarter Community Policing Officer's Report
- d) Building Department March 2026 Revenue Report
- e) Kent County Administrator's Report
- f) Driftwood Acres Drain
- g) Stevens Pointe Drain
- h) Stevens Pointe Drain 2
- i) Parks and Trails Draft Minutes – March 18, 2026
- j) Budget Reports
- k) 2025 Treasurer's Annual Report

6. Scheduled Speakers

None.

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

April Moyer spoke about Taste of Gaines event.

8. Public Hearings

Gaines Township Board Minutes
April 13, 2026

A. Dutton Center Phase I & II – Streetlighting Special Assessment District

Motion by Board Member Vander Stel and seconded by Board Member Haagsma to open the public hearing for the Dutton Center Phase I and II Streetlighting Special Assessment District.

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

No one spoke

Motion by Board Member Vander Stel and seconded by Board Member Fryling to close the public hearing for the Dutton Center Phase I and II Streetlighting Special Assessment District.

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

9. Approval of the Consent Agenda

Motion by Board Member Haagsma and supported by Board Member Vander Stel to approve the Consent Agenda including the March 09, 2026 draft minutes; the February 2026 Treasurer's Financial Report; General fund expenditures from 03/01/2026 through 03/31/2026 totaling \$137,771.46; Public Safety Special Assessment District expenditures totaling \$205,624.62; Building inspections totaling \$9,559.59; Sewer expenditures totaling \$381,571.18 and Water expenditures totaling \$701,009.59.

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

10. New Business

A. Rezoning 6875 Hammond Avenue SE from Suburban Residential to Village Residential

Motion by Board Member Fryling and supported by Board Member Vander Stel set a Public Hearing for Monday, May 11, 2026.

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

B. Planning and Zoning 2025 Report

Accepted by the Board with no further action

C. Dutton Center Development – Streetlighting Special Assessment District

Motion by Board Member Vander Stel and supported by Board Member Haagsma to approve the Streetlighting Special Assessment District for Dutton Center Phase I and II.

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

D. Freedom of Information Act Policy and Procedures

Motion by Board Member Haagsma and supported by Board Member Vander Stel to approve the recommendation of staff.

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

E. Taste of Gaines 2026

Motion by Board Member Vander Stel and supported by Board Member Haagsma that the Township Board allocate up to \$20,000 towards Taste of Games 2026.

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

F. Fire Apparatus Replacement

Motion by Board Member Vander Stel and supported by Board Member Haagsma that the Township Board approve the purchase of the two pieces of equipment outlined in the memo.

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

G. Special Liquor License Request

Motion by Board Member Fryling and supported by Board Member Haagsma to grant the Special Liquor License for the Grand Rapids Swing Dance one-time event.

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

11. Public Comments

Two residents spoke in opposition to data centers being built in Gaines Charter Township near neighborhoods and Caledonia's new elementary school.

12. Manager's comments

Assistant Planner Dakota Swan is now a Master Citizen Planner

Upcoming drain work in Stevens Point and Kalamazoo Avenue

Car 1 replacement has some interest from parties looking to buy it. More information will come next month

13. Supervisor's comments.

Gaines Charter Township Fire Department interviews are at the end of the month of April

Our receptionist is stepping down

Planning Commission meeting at South Christian Wednesday, April 15, 2026 at 6:00 pm

14. Trustees comments

Gaines Township Board Minutes
April 13, 2026

Election Commission meeting will follow this meeting to establish precinct inspectors, set absentee counting board times, and set the date for the public accuracy test.

15. Adjournment

Meeting adjourned at 7:50 p.m.

Michael Alex Brew, Clerk

Robert Terpstra, Supervisor

GAINES CHARTER TOWNSHIP
LAURIE J LEMKE, TREASURER
CASH, INVESTMENTS, CD'S, MM AND POOL ACCOUNTS
MARCH OF 2026

Bank	Type	Amount	APR	Term	Maturity Date
GENERAL FUND					
Macatawa Checking	Ckg	\$ 7,768,448.03			
Opioid Settlement	Assigned	\$ 3,590.05			
Sidewalk & Trails	Assigned	\$ 15,765.75			
Fire Capital Assets	Assigned	\$ -			
Cemetery	Assigned	\$ 10,000.00			
Township Hall & Grounds	Assigned	\$ 10,981.00			
Division Ave. Improvements	Assigned	\$ 24,000.69			
Total General Fund Checking		\$ 7,832,785.52	4.07%		
Macatawa MM Savings					
Building Dept Reserves	Restricted	\$ 2,985,748.00			
Streetlights	Restricted	\$ 202,015.00			
	Non-restricted	\$ 250,000.00			
Interest Paid to Date		\$ 190,790.68			
	127409	\$ 3,628,553.68	4.07%		
Investments					
Michigan Class	Pooled	\$ 1,981,947.28	3.74%		

GENERAL FUND TOTAL \$ 13,443,286.48

Kent Co. Pool - ARPA Funds	Pooled	\$ 45.19	4.35%
DIVISION AVE CORRIDOR		\$ 49,562.00	
TRUST & AGENCY		\$ 99,910.90	
TAX FUND		\$ 38,964.73	
PETTY CASH		\$ 409.01	

WATER & SEWER

Bank		Amount	APY	Term	Maturity Date
Macatawa Bank	Checking	\$ 5,788,226.63	4.07%		
Macatawa Bank	HY SAVE	\$ 5,705,652.88	3.95%		
Michigan Class	Pooled	\$ 4,398,994.30	3.74%		
Consumers Credit Union	Share	\$ 27.74			
Choice One Bank	CD	\$ 801,343.60	4.13%	12 Months	4.10.2026
Flagstar Bank	CD	\$ 1,165,228.79	3.99%	204 Days	4.15.2025
Horizon Bank	CD	\$ 645,314.55	3.85%	12 Months	5.13.2026
Union Bank	CD	\$ 875,219.60	5.15%	12 Months	5.22.2026
Choice One Bank	CD	\$ 1,108,212.44	4.13%	12 Months	6.1.2026
West MI Community Bank	CD	\$ 560,121.03	4.36%	365 Days	6.17.2026
First National Bank of A	CD	\$ 575,460.28	4.10%	18 Months	6.17.2026
Macatawa Bank	CD	\$ 1,045,591.55	4.31%	12 Months	7.21.2026
Consumers Credit Union	CD	\$ 961,222.25	4.75%	24 Months	8.1.2026
CIBC USA Bank	CD	\$ 1,120,931.68	4.92%	364 Days	8.8.2026
Independent Bank	CD	\$ 1,000,000.00	3.35%	330 Days	9.18.2026
Mercantile Bank of MI	CD	\$ 1,162,072.32	4.00%	365 Days	10.25.2025
Flagstar Bank	CD	\$ 1,127,938.94	3.70%	364 Days	11.6.2026
West MI Community Bank	CD	\$ 840,175.16	3.75%	365 Days	12.15.2026
Horizon Bank	CD	\$ 1,197,509.76	2.97%	365 Days	1.26.2027
Michigan First CU	CD/Share	\$ 822,542.43	3.50%	12 Months	3.21.2027

Restricted W&S Fees Committed **\$ 30,901,785.93**

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE 04/01/2026 - 04/30/2026

- CHECK SOURCE: COMPUTER GENERATED CHECKS FUNDS: 101 - GENERAL FUND

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
04/02/2026	GEN 2	36006#	AMAZON CAPITAL SERVICES	SUPPLIES	727.000	215.000	141.27
				SUPPLIES	727.000	262.000	15.99
		Check GEN 2 36006	Total for Fund 101 GENERAL FUND				157.26
04/02/2026	GEN 2	36009	CHARTER COMMUNICATIONS	TELECOMMUNICATIONS	853.000	265.000	339.15
04/02/2026	GEN 2	36010	CHRIS HOLWERDA	TELECOMMUNICATIONS	853.000	253.000	25.00
04/02/2026	GEN 2	36012#	CONSUMERS ENERGY	DIVISION AVE	920.001	448.000	144.30
				ELECTRIC	920.000	790.000	969.76
				ELECTRIC	920.000	448.000	108.14
				ELECTRIC	920.000	265.000	4,549.70
				ELECTRIC	920.000	567.000	29.50
				ELECTRIC	920.000	567.000	29.50
				ELECTRIC	920.000	567.000	40.10
		Check GEN 2 36012	Total for Fund 101 GENERAL FUND				5,871.00
04/02/2026	GEN 2	36013#	DJ'S LANDSCAPE MANAGEMENT	GROUNDS MAINTENANCE	935.000	265.000	2,364.50
				GROUNDS MAINTENANCE	935.000	790.000	198.38
		Check GEN 2 36013	Total for Fund 101 GENERAL FUND				2,562.88
04/02/2026	GEN 2	36014	DONAHUE, DUNCAN	LIBRARY ROOM RENTAL	667.000	000.000	40.00
04/02/2026	GEN 2	36015#	FNBO	SUPPLIES	727.000	262.000	39.04
				SEMINARS/CONTINUING EDUCATION	831.000	215.000	1,300.00
				OPERATING SUPPLIES	740.000	567.000	1,180.81
		Check GEN 2 36015	Total for Fund 101 GENERAL FUND				2,519.85
04/02/2026	GEN 2	36016#	FNBO	FUEL	741.000	567.000	20.02
				BUILDING MAINTENANCE	933.000	265.000	649.48
		Check GEN 2 36016	Total for Fund 101 GENERAL FUND				669.50
04/02/2026	GEN 2	36017	FNBO	FUEL	741.000	567.000	46.47
				FUEL	741.000	567.000	(0.46)
		Check GEN 2 36017	Total for Fund 101 GENERAL FUND				46.01
04/02/2026	GEN 2	36018#	FNBO	GROUNDS MAINTENANCE	935.000	790.000	915.00
				DUES AND MEMBERSHIPS	832.000	261.000	150.68
				WATER AND SEWER	924.000	265.000	250.00
		Check GEN 2 36018	Total for Fund 101 GENERAL FUND				1,315.68
04/02/2026	GEN 2	36019#	FNBO	SEMINARS/CONTINUING EDUCATION	831.000	701.000	(11.76)
				NEW FURNITURE & EQUIPMENT	979.000	701.000	683.70
				LUNCHES/DINNERS/MEETINGS	812.000	247.000	46.94
				LUNCHES/DINNERS/MEETINGS	812.000	247.000	75.79
				LUNCHES/DINNERS/MEETINGS	812.000	247.000	109.26
				LUNCHES/DINNERS/MEETINGS	812.000	751.000	59.33
				SEMINARS/CONTINUING EDUCATION	831.000	257.000	153.75
				NEW FURNITURE & EQUIPMENT	979.000	701.000	(38.70)
		Check GEN 2 36019	Total for Fund 101 GENERAL FUND				1,078.31
04/02/2026	GEN 2	36021	IDENTIPHOTO	SUPPLIES	727.000	261.000	206.80
04/02/2026	GEN 2	36023	JAMES ZENAS	MILEAGE REIMBURSEMENT	817.000	257.000	295.40
				LUNCHES/DINNERS/MEETINGS	812.000	257.000	23.72

CHECK DATE 04/01/2026 - 04/30/2026

- CHECK SOURCE: COMPUTER GENERATED CHECKS FUNDS: 101 - GENERAL FUND

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
		Check GEN 2 36023	Total for Fund 101 GENERAL FUND				319.12
04/02/2026	GEN 2	36024	KENT COMMUNICATIONS INC	PRINTING	900.000	262.000	475.18
				POSTAGE	965.000	262.000	589.94
		Check GEN 2 36024	Total for Fund 101 GENERAL FUND				1,065.12
04/02/2026	GEN 2	36026	MAYNARDS WATER CONDITIONING LLC	EQUIPMENT MAINTENANCE	932.000	265.000	122.75
04/02/2026	GEN 2	36028#	MEYERS CLEANING SERVICE INC	CLEANING BUILDING	821.000	265.000	1,320.00
				CLEANING BUILDING	821.000	790.000	1,318.50
		Check GEN 2 36028	Total for Fund 101 GENERAL FUND				2,638.50
04/02/2026	GEN 2	36029#	MIKE VISBARA	MILEAGE REIMBURSEMENT	817.000	257.000	25.69
				LUNCHES/DINNERS/MEETINGS	812.000	247.000	34.13
				MILEAGE REIMBURSEMENT	817.000	257.000	30.80
		Check GEN 2 36029	Total for Fund 101 GENERAL FUND				90.62
04/02/2026	GEN 2	36030	MODEL COVERALL SERVICE	EQUIPMENT RENTAL/SERVICE	805.000	790.000	69.87
04/02/2026	GEN 2	36032	STARDUST THEATRE RENTALS	COMMUNITY PROMOTIONS	880.000	751.000	439.00
04/07/2026	GEN 2	36035	123.NET	TELECOMMUNICATIONS	853.000	265.000	250.00
04/07/2026	GEN 2	36037#	ARROWASTE INC	TRASH REMOVAL	822.000	265.000	0.00
				TRASH REMOVAL	822.000	790.000	90.82
				TRASH REMOVAL	822.000	567.000	0.00
				TRASH REMOVAL	822.000	265.000	180.94
				TRASH REMOVAL	822.000	790.000	0.00
				TRASH REMOVAL	822.000	567.000	0.00
				TRASH REMOVAL	822.000	265.000	0.00
				TRASH REMOVAL	822.000	790.000	0.00
				TRASH REMOVAL	822.000	567.000	0.00
				TRASH REMOVAL	822.000	265.000	0.00
				TRASH REMOVAL	822.000	790.000	0.00
				TRASH REMOVAL	822.000	567.000	0.00
				TRASH REMOVAL	822.000	265.000	0.00
				TRASH REMOVAL	822.000	790.000	0.00
				TRASH REMOVAL	822.000	567.000	71.38
		Check GEN 2 36037	Total for Fund 101 GENERAL FUND				343.14
04/07/2026	GEN 2	36040	CONSUMERS ENERGY	ELECTRIC	920.000	448.000	8,384.24
				ELECTRIC	920.000	448.000	5,869.57
				DIVISION AVE	920.001	448.000	99.61
				DIVISION AVE	920.001	448.000	124.22
				DIVISION AVE	920.001	448.000	127.69
		Check GEN 2 36040	Total for Fund 101 GENERAL FUND				14,605.33
04/07/2026	GEN 2	36041	ENCOVA INSURANCE	WORKERS' COMPENSATION INSURANCE	719.000	261.000	2,642.64
04/07/2026	GEN 2	36042	EVERETT'S LANDSCAPE MANAGEMENT INC	CONTRACTED SERVICES	808.000	751.000	428.75
04/07/2026	GEN 2	36043	GREATAMERICA FINANCIAL SERVICES	CONTRACTED SERVICES	808.000	261.000	1,204.40
04/07/2026	GEN 2	36045	KIM TRIPLETT	MILEAGE REIMBURSEMENT	817.000	172.000	30.60
				TELECOMMUNICATIONS	853.000	172.000	25.00

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP
CHECK DATE 04/01/2026 - 04/30/2026

- CHECK SOURCE: COMPUTER GENERATED CHECKS FUNDS: 101 - GENERAL FUND

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
		Check GEN 2 36045	Total for Fund 101 GENERAL FUND				55.60
04/07/2026	GEN 2	36047	MEDMUTUAL LIFE	HEALTH & LIFE INSURANCE	717.000	261.000	531.93
04/07/2026	GEN 2	36050#	ROD WEERSING	MILEAGE REIMBURSEMENT	817.000	172.000	29.73
				MILEAGE REIMBURSEMENT	817.000	172.000	79.75
				MILEAGE REIMBURSEMENT	817.000	172.000	171.10
				MISCELLANEOUS	963.001	172.000	12.00
				SUPPLIES	727.000	261.000	44.54
		Check GEN 2 36050	Total for Fund 101 GENERAL FUND				337.12
04/07/2026	GEN 2	36051	STARR LAWN AND GARDEN CENTER	EQUIPMENT MAINTENANCE	932.000	567.000	133.28
04/07/2026	GEN 2	36053#	VIEW NEWSPAPER GROUP	PUBLISHING	901.000	261.000	146.00
				PUBLISHING	901.000	701.000	570.00
		Check GEN 2 36053	Total for Fund 101 GENERAL FUND				716.00
04/16/2026	GEN 2	36055#	AMAZON CAPITAL SERVICES	SUPPLIES	727.000	261.000	137.38
				SUPPLIES	727.000	701.000	9.99
				SUPPLIES	727.000	215.000	49.99
		Check GEN 2 36055	Total for Fund 101 GENERAL FUND				197.36
04/16/2026	GEN 2	36058	BLUE CROSS HSA	HEALTH & LIFE INSURANCE	717.000	261.000	290.20
04/16/2026	GEN 2	36061	CINTAS	EQUIPMENT RENTAL/SERVICE	805.000	265.000	63.63
04/16/2026	GEN 2	36064#	DELTA DENTAL	HEALTH & LIFE INSURANCE	717.000	171.000	0.00
				HEALTH & LIFE INSURANCE	717.000	172.000	185.98
				HEALTH & LIFE INSURANCE	717.000	215.000	423.12
				HEALTH & LIFE INSURANCE	717.000	253.000	38.23
				HEALTH & LIFE INSURANCE	717.000	257.000	223.41
				HEALTH & LIFE INSURANCE	717.000	443.000	87.26
				HEALTH & LIFE INSURANCE	717.000	701.000	143.43
				HEALTH & LIFE INSURANCE	717.000	171.000	0.00
				HEALTH & LIFE INSURANCE173.95	717.000	172.000	185.98
				HEALTH & LIFE INSURANCE	717.000	215.000	423.12
				HEALTH & LIFE INSURANCE	717.000	253.000	38.23
				HEALTH & LIFE INSURANCE	717.000	257.000	223.41
				HEALTH & LIFE INSURANCE	717.000	443.000	87.26
				HEALTH & LIFE INSURANCE	717.000	701.000	143.43
		Check GEN 2 36064	Total for Fund 101 GENERAL FUND				2,202.86
04/16/2026	GEN 2	36065	FIRST UNUM LIFE INSURANCE COMPANY	HEALTH & LIFE INSURANCE	717.000	261.000	1,956.16
04/16/2026	GEN 2	36066	HORIZON COMMUNITY PLANNING LLC	CONTRACTED SERVICES	808.000	701.000	105.00
04/16/2026	GEN 2	36067	INTEGRITY OFFICE	MISCELLANEOUS	963.001	261.000	76.00
04/16/2026	GEN 2	36068	INTERURBAN TRANSIT PARTNERSHIP	INTERURBAN TRANSIT AUTHORITY	860.000	596.000	3,596.24
				INTERURBAN TRANSIT AUTHORITY	860.000	596.000	736.52
		Check GEN 2 36068	Total for Fund 101 GENERAL FUND				4,332.76
04/16/2026	GEN 2	36069#	IPM SERVICES	BUILDING MAINTENANCE	933.000	790.000	28.00
				BUILDING MAINTENANCE	933.000	265.000	45.00
		Check GEN 2 36069	Total for Fund 101 GENERAL FUND				73.00

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE 04/01/2026 - 04/30/2026

- CHECK SOURCE: COMPUTER GENERATED CHECKS FUNDS: 101 - GENERAL FUND

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
04/16/2026	GEN 2	36070#	JACK'S LAWN & SNOWPLOWING, INC	GROUNDS MAINTENANCE	935.000	265.000	1,931.57
				SNOW PLOWING/REMOVAL	819.000	567.000	324.43
				SNOW PLOWING/REMOVAL	819.000	567.000	324.43
				GROUNDS MAINTENANCE	935.000	790.000	454.71
				SNOW PLOWING/REMOVAL	819.000	790.000	1,114.85
				SNOW PLOWING/REMOVAL	819.000	265.000	1,037.42
			Check GEN 2 36070 Total for Fund 101 GENERAL FUND				5,187.41
04/16/2026	GEN 2	36072	LAMPHEAR SERVICE COMPANY INC	EQUIPMENT MAINTENANCE	932.000	265.000	944.50
				EQUIPMENT MAINTENANCE	932.000	265.000	426.25
			Check GEN 2 36072 Total for Fund 101 GENERAL FUND				1,370.75
04/16/2026	GEN 2	36073#	MICHAEL BREW	MILEAGE REIMBURSEMENT	817.000	215.000	218.60
				MILEAGE REIMBURSEMENT	817.000	567.000	7.25
				MILEAGE REIMBURSEMENT	817.000	262.000	42.40
			Check GEN 2 36073 Total for Fund 101 GENERAL FUND				268.25
04/16/2026	GEN 2	36074	PLUMMERS DISPOSAL SERVICE	CONTRACTED SERVICES	808.000	751.000	199.00
04/16/2026	GEN 2	36075	PREFERRED CYBERSECURITY SOLUTIONS	PROGRAMMING/SOFTWARE/NETWORK	809.000	261.000	5,007.04
04/16/2026	GEN 2	36076	ROD WEERSING	TELECOMMUNICATIONS	853.000	172.000	75.00
04/16/2026	GEN 2	36077	SIEGFRIED CRANDALL VOS & LEWIS	ACCOUNTING SERVICES/AUDIT	801.000	261.000	15,500.00
04/16/2026	GEN 2	36078	SIXTEENTH PROJECT LLC	BUILDING MAINTENANCE	933.000	790.000	690.00
04/16/2026	GEN 2	36079#	T-MOBILE	TELECOMMUNICATIONS	853.000	215.000	75.00
				TELECOMMUNICATIONS	853.000	253.000	25.00
				TELECOMMUNICATIONS	853.000	701.000	50.00
				TELECOMMUNICATIONS	853.000	257.000	42.00
				TELECOMMUNICATIONS	853.000	443.000	25.00
				TELECOMMUNICATIONS	853.000	261.000	141.34
			Check GEN 2 36079 Total for Fund 101 GENERAL FUND				358.34
04/16/2026	GEN 2	36080	TECHMODE TELECOMMUNICATIONS AND CO	TELECOMMUNICATIONS	853.000	265.000	912.79
04/23/2026	GEN 2	36082#	AMAZON CAPITAL SERVICES	NEW FURNITURE & EQUIPMENT	979.000	172.000	207.48
				SUPPLIES	727.000	262.000	5.99
				MISCELLANEOUS	963.001	265.000	126.24
			Check GEN 2 36082 Total for Fund 101 GENERAL FUND				339.71
04/23/2026	GEN 2	36083#	AMBER VANDERMOLLEN	MILEAGE REIMBURSEMENT	817.000	262.000	67.44
				MILEAGE REIMBURSEMENT	817.000	215.000	221.13
				MILEAGE REIMBURSEMENT	817.000	567.000	3.61
			Check GEN 2 36083 Total for Fund 101 GENERAL FUND				292.18
04/23/2026	GEN 2	36084	BLOOM SLUGGETT	LEGAL SERVICES	802.000	257.000	2,035.00
04/23/2026	GEN 2	36087	GEMMEN'S CAULKING & WATERPROOFING	BUILDING MAINTENANCE	933.000	265.000	623.00
04/23/2026	GEN 2	36088	GORDON WATER	CONTRACTED SERVICES	808.000	265.000	154.09
04/23/2026	GEN 2	36089	GREATAMERICA FINANCIAL SERVICES	CONTRACTED SERVICES	808.000	261.000	140.00
04/23/2026	GEN 2	36090	HUIZINGA LAWN SPRINKLING INC	CONTRACTED SERVICES	808.000	790.000	157.00

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP
CHECK DATE 04/01/2026 - 04/30/2026

- CHECK SOURCE: COMPUTER GENERATED CHECKS FUNDS: 101 - GENERAL FUND

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
04/23/2026	GEN 2	36091#	IDENTIPHOTO	SUPPLIES	727.000	261.000	48.75
				SUPPLIES	727.000	701.000	24.00
		Check GEN 2 36091	Total for Fund 101 GENERAL FUND				72.75
04/23/2026	GEN 2	36093	LINGO TELECOM, LLC	TELECOMMUNICATIONS	853.000	261.000	591.46
04/23/2026	GEN 2	36094	MINER SUPPLY COMPANY	CLEANING BUILDING	821.000	790.000	183.81
04/23/2026	GEN 2	36095	MODEL COVERALL SERVICE	EQUIPMENT RENTAL/SERVICE	805.000	790.000	69.87
04/23/2026	GEN 2	36096	OCEAN INC.	BUILDING MAINTENANCE	933.000	265.000	235.99
04/23/2026	GEN 2	36098	QUERKUS CREATIVE CONSULTING, LLC	CAPITAL OUTLAY	972.000	751.000	3,272.50
04/23/2026	GEN 2	36100	WEST MICHIGAN DOCUMENT SHREDDING L	CONTRACTED SERVICES	808.000	261.000	21.00
				CONTRACTED SERVICES	808.000	261.000	42.50
		Check GEN 2 36100	Total for Fund 101 GENERAL FUND				63.50
04/23/2026	GEN 2	36106#	BLOOM SLUGGETT	LEGAL SERVICES	802.000	261.000	148.00
				LEGAL SERVICES	802.000	701.000	4,131.00
				FILING FEES/LEGAL	801.001	215.000	255.00
		Check GEN 2 36106	Total for Fund 101 GENERAL FUND				4,534.00
04/23/2026	GEN 2	36107	CHARTER COMMUNICATIONS	TELECOMMUNICATIONS	853.000	265.000	259.22
04/23/2026	GEN 2	36108	CHRIS HOLWERDA	TELECOMMUNICATIONS	853.000	253.000	25.00
				MILEAGE REIMBURSEMENT	817.000	253.000	174.15
		Check GEN 2 36108	Total for Fund 101 GENERAL FUND				199.15
04/23/2026	GEN 2	36111#	CONSUMERS ENERGY	DIVISION AVE	920.001	448.000	114.68
				ELECTRIC	920.000	790.000	1,047.88
				ELECTRIC	920.000	448.000	103.13
				ELECTRIC	920.000	265.000	5,134.25
				ELECTRIC	920.000	567.000	29.50
		Check GEN 2 36111	Total for Fund 101 GENERAL FUND				6,429.44
04/23/2026	GEN 2	36112#	DTE ENERGY	NATURAL GAS	923.000	790.000	341.50
				NATURAL GAS	923.000	265.000	1,195.20
		Check GEN 2 36112	Total for Fund 101 GENERAL FUND				1,536.70
04/23/2026	GEN 2	36114#	FNBO	POSTAGE	965.000	215.000	45.20
				LUNCHES/DINNERS/MEETINGS	812.000	262.000	261.91
				SUPPLIES	727.000	262.000	29.66
				LUNCHES/DINNERS/MEETINGS	812.000	215.000	18.70
				MISCELLANEOUS	963.001	215.000	21.18
		Check GEN 2 36114	Total for Fund 101 GENERAL FUND				376.65
04/23/2026	GEN 2	36117	KC ASSOC OF ASSESSING OFFICERS	DUES AND MEMBERSHIPS	832.000	257.000	125.00
				DUES AND MEMBERSHIPS	832.000	257.000	125.00
				DUES AND MEMBERSHIPS	832.000	257.000	125.00
		Check GEN 2 36117	Total for Fund 101 GENERAL FUND				375.00
04/23/2026	GEN 2	36119	KENT COUNTY TREASURER ASSOCIATION	LUNCHES/DINNERS/MEETINGS	812.000	253.000	32.00
04/23/2026	GEN 2	36120	LAURIE LEMKE	MILEAGE REIMBURSEMENT	817.000	253.000	469.08
				SUPPLIES	727.000	253.000	6.35

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP
CHECK DATE 04/01/2026 - 04/30/2026

- CHECK SOURCE: COMPUTER GENERATED CHECKS FUNDS: 101 - GENERAL FUND

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
		Check GEN 2 36120	Total for Fund 101 GENERAL FUND				475.43
04/23/2026	GEN 2	36121	MICHIGAN ASSOCIATION OF PLANNI	DUES AND MEMBERSHIPS	832.000	701.000	75.00
04/23/2026	GEN 2	36122	MINER SUPPLY COMPANY	CLEANING BUILDING	821.000	265.000	332.57
04/23/2026	GEN 2	36123	MODEL COVERALL SERVICE	EQUIPMENT RENTAL/SERVICE	805.000	790.000	69.87
04/23/2026	GEN 2	36125#	VRIESMAN & KORHORN LLC	CAPITAL OUTLAY	972.000	446.000	229.50
				ENGINEERING CONTRACTED SERVICES	808.001	701.000	2,113.70
		Check GEN 2 36125	Total for Fund 101 GENERAL FUND				2,343.20
04/28/2026	GEN 2	862(E)#	BLUE CROSS HSA	HEALTH & LIFE INSURANCE	717.000	171.000	0.00
				HEALTH & LIFE INSURANCE	717.000	172.000	0.00
				HEALTH & LIFE INSURANCE	717.000	215.000	1,836.39
				HEALTH & LIFE INSURANCE	717.000	253.000	621.34
				HEALTH & LIFE INSURANCE	717.000	257.000	3,866.08
				HEALTH & LIFE INSURANCE	717.000	443.000	1,415.28
				HEALTH & LIFE INSURANCE	717.000	701.000	1,933.04
				HEALTH & LIFE INSURANCE	717.000	261.000	0.00
		Check GEN 2 862(E)	Total for Fund 101 GENERAL FUND				9,672.13
Total For Fund: 101							114,631.38
Report Total:							114,631.38
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT							

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE 04/01/2026 - 04/30/2026

- CHECK SOURCE: COMPUTER GENERATED CHECKS FUNDS: 205 - PUBLIC SAFETY SAD

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 205 PUBLIC SAFETY SAD							
04/02/2026	GEN 2	36006	AMAZON CAPITAL SERVICES	SUPPLIES	727.000	336.003	49.98
				SUPPLIES	727.000	336.003	120.35
				OPERATING SUPPLIES	740.000	336.003	88.45
				SUPPLIES	727.000	336.003	49.50
				OPERATING SUPPLIES	740.000	336.003	63.36
				SUPPLIES	727.000	336.003	22.50
				OPERATING SUPPLIES	740.000	336.003	23.74
				SUPPLIES	727.000	336.003	101.99
			Check GEN 2 36006 Total for Fund 205 PUBLIC SAFETY SAD				519.87
04/02/2026	GEN 2	36007	AUTOZONE	OPERATING SUPPLIES	740.000	336.003	33.77
				OPERATING SUPPLIES	740.000	336.003	10.82
			Check GEN 2 36007 Total for Fund 205 PUBLIC SAFETY SAD				44.59
04/02/2026	GEN 2	36008	BYRON TOWNSHIP TREASURER	WATER AND SEWER	924.000	336.003	236.82
04/02/2026	GEN 2	36011	COMCAST	TELECOMMUNICATIONS	853.000	336.003	298.68
04/02/2026	GEN 2	36012	CONSUMERS ENERGY	ELECTRIC	920.000	336.003	1,140.40
04/02/2026	GEN 2	36020	FNBO	VEHICLE MAINTENANCE	931.000	336.003	60.67
				MISCELLANEOUS	963.001	336.003	10.78
				MISCELLANEOUS	963.001	336.003	25.00
				NEW FURNITURE & EQUIPMENT	979.000	336.003	180.43
			Check GEN 2 36020 Total for Fund 205 PUBLIC SAFETY SAD				276.88
04/02/2026	GEN 2	36022	IPM SERVICES	BUILDING MAINTENANCE	933.000	336.003	28.00
04/02/2026	GEN 2	36025	LAMPHEAR SERVICE COMPANY INC	CONTRACTED SERVICES	808.000	336.003	641.00
04/02/2026	GEN 2	36027	MENARDS- WYOMING	OPERATING SUPPLIES	740.000	336.003	70.64
04/02/2026	GEN 2	36033	TOTAL FIRE PROTECTION	CONTRACTED SERVICES	808.000	336.003	540.00
04/07/2026	GEN 2	36037	ARROWASTE INC	TRASH REMOVAL	822.000	336.003	0.00
				TRASH REMOVAL	822.000	336.003	0.00
				TRASH REMOVAL	822.000	336.003	60.90
				TRASH REMOVAL	822.000	336.003	148.19
				TRASH REMOVAL	822.000	336.003	0.00
			Check GEN 2 36037 Total for Fund 205 PUBLIC SAFETY SAD				209.09
04/07/2026	GEN 2	36038	B&K GRAPHICS	CAPITAL OUTLAY	972.000	336.003	600.00
04/07/2026	GEN 2	36039	BOBELDYKE, BRANDTON W.	MILEAGE REIMBURSEMENT	817.000	336.003	69.60
04/07/2026	GEN 2	36040	CONSUMERS ENERGY	ELECTRIC	920.000	336.003	1,097.77
04/07/2026	GEN 2	36041	ENCOVA INSURANCE	WORKER'S COMPENSATION INSURANCE	719.000	336.003	8,368.36
04/07/2026	GEN 2	36043	GREATAMERICA FINANCIAL SERVICES	CONTRACTED SERVICES	808.000	336.003	187.47
04/07/2026	GEN 2	36044	JUSTIN MEINEMA	MILEAGE REIMBURSEMENT	817.000	336.003	87.00
04/07/2026	GEN 2	36046	LFAVE, IAN M	MILEAGE REIMBURSEMENT	817.000	336.003	116.00
04/07/2026	GEN 2	36048	MICHAEL VOS	DUES AND MEMBERSHIPS	832.000	336.003	25.00
04/07/2026	GEN 2	36049	PURITY CYLINDER GASES INC	OPERATING SUPPLIES	740.000	336.003	22.95

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE 04/01/2026 - 04/30/2026

- CHECK SOURCE: COMPUTER GENERATED CHECKS FUNDS: 205 - PUBLIC SAFETY SAD

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 205 PUBLIC SAFETY SAD							
04/07/2026	GEN 2	36052	THE BDI TEAM	SEMINARS/CONTINUING EDUCATION	831.000	336.003	500.00
04/07/2026	GEN 2	36054	WEX BANK	FUEL	741.000	336.003	2,917.07
04/16/2026	GEN 2	36055	AMAZON CAPITAL SERVICES	SUPPLIES	727.000	336.003	130.71
				OPERATING SUPPLIES	740.000	336.003	67.96
				TRAINING	811.000	336.003	169.60
		Check GEN 2 36055	Total for Fund 205 PUBLIC SAFETY SAD				368.27
04/16/2026	GEN 2	36057	AUTOZONE	VEHICLE MAINTENANCE	931.000	336.003	64.89
04/16/2026	GEN 2	36059	BOUND TREE MEDICAL LLC	OPERATING SUPPLIES	740.000	336.003	133.99
04/16/2026	GEN 2	36060	BUIST ELECTRIC INC	BUILDING MAINTENANCE	933.000	336.003	160.00
04/16/2026	GEN 2	36062	COMCAST	TELECOMMUNICATIONS	853.000	336.003	283.13
04/16/2026	GEN 2	36063	CPS HR CONSULTING	MISCELLANEOUS	963.001	336.003	511.28
04/16/2026	GEN 2	36064	DELTA DENTAL	HEALTH & LIFE INSURANCE	717.000	336.003	1,374.74
				HEALTH & LIFE INSURANCE	717.000	336.003	1,374.74
		Check GEN 2 36064	Total for Fund 205 PUBLIC SAFETY SAD				2,749.48
04/16/2026	GEN 2	36070	JACK'S LAWN & SNOWPLOWING, INC	SNOW PLOWING/REMOVAL	819.000	336.003	1,114.85
				SNOW PLOWING/REMOVAL	819.000	336.003	1,114.85
		Check GEN 2 36070	Total for Fund 205 PUBLIC SAFETY SAD				2,229.70
04/16/2026	GEN 2	36071	KENT COUNTY EMERGENCY MEDICAL SERV	KENT COUNTY EMS ASSESSMENT	816.000	336.003	280.85
04/16/2026	GEN 2	36075	PREFERRED CYBERSECURITY SOLUTIONS	PROGRAMMING/SOFTWARE/NETWORK	809.000	336.003	1,584.85
				PROGRAMMING/SOFTWARE/NETWORK	809.000	336.003	211.20
				BUILDING MAINTENANCE	933.000	336.003	1,655.72
		Check GEN 2 36075	Total for Fund 205 PUBLIC SAFETY SAD				3,451.77
04/16/2026	GEN 2	36079	T-MOBILE	TELECOMMUNICATIONS	853.000	336.003	295.35
				TELECOMMUNICATIONS	853.000	336.003	181.02
		Check GEN 2 36079	Total for Fund 205 PUBLIC SAFETY SAD				476.37
04/16/2026	GEN 2	36080	TECHMODE TELECOMMUNICATIONS AND CO	TELECOMMUNICATIONS	853.000	336.003	729.54
04/16/2026	GEN 2	36081	VANDERTUIN PLUMBING	BUILDING MAINTENANCE	933.000	336.003	213.50
04/23/2026	GEN 2	36086	GALE PLUMBING & HYDRONICS INC	BUILDING MAINTENANCE	933.000	336.003	650.00
04/23/2026	GEN 2	36092	IPM SERVICES	BUILDING MAINTENANCE	933.000	336.003	28.00
04/23/2026	GEN 2	36099	TOTAL FIRE PROTECTION	CONTRACTED SERVICES	808.000	336.003	1,107.90
04/23/2026	GEN 2	36104	AMAZON CAPITAL SERVICES	VEHICLE MAINTENANCE	931.000	336.003	27.48
				OPERATING SUPPLIES	740.000	336.003	20.35
				OPERATING SUPPLIES	740.000	336.003	204.40
				SUPPLIES	727.000	336.003	82.08
		Check GEN 2 36104	Total for Fund 205 PUBLIC SAFETY SAD				334.31
04/23/2026	GEN 2	36105	AUTOZONE	OPERATING SUPPLIES	740.000	336.003	19.99
04/23/2026	GEN 2	36109	CHRISTOPHER VELZEN	DUES AND MEMBERSHIPS	832.000	336.003	25.00

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE 04/01/2026 - 04/30/2026

- CHECK SOURCE: COMPUTER GENERATED CHECKS FUNDS: 205 - PUBLIC SAFETY SAD

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 205 PUBLIC SAFETY SAD							
04/23/2026	GEN 2	36110	COMCAST	TELECOMMUNICATIONS	853.000	336.003	74.04
04/23/2026	GEN 2	36111	CONSUMERS ENERGY	ELECTRIC	920.000	336.003	1,195.56
04/23/2026	GEN 2	36112	DTE ENERGY	NATURAL GAS	923.000	336.003	403.56
				NATURAL GAS	923.000	336.003	455.33
		Check GEN 2 36112	Total for Fund 205 PUBLIC SAFETY SAD				858.89
04/23/2026	GEN 2	36113	EMERGENCY VEHICLE PRODUCTS	VEHICLE MAINTENANCE	931.000	336.003	2,127.39
				VEHICLE MAINTENANCE	931.000	336.003	4,419.36
				VEHICLE MAINTENANCE	931.000	336.003	6,709.47
				VEHICLE MAINTENANCE	931.000	336.003	2,421.93
		Check GEN 2 36113	Total for Fund 205 PUBLIC SAFETY SAD				15,678.15
04/23/2026	GEN 2	36115	GORDON WATER	CONTRACTED SERVICES	808.000	336.003	10.79
04/23/2026	GEN 2	36116	IPM SERVICES	BUILDING MAINTENANCE	933.000	336.003	28.00
04/23/2026	GEN 2	36118	KENT COUNTY TREASURER	KENT COUNTY SHERIFF PATROL	820.000	301.000	128,387.04
04/23/2026	GEN 2	36124	PENN CARE, INC	OPERATING SUPPLIES	740.000	336.003	102.74
04/28/2026	GEN 2	862(E)	BLUE CROSS HSA	HEALTH & LIFE INSURANCE	717.000	336.003	19,848.23
Total For Fund: 205							197,998.60
Report Total:							197,998.60

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE 04/01/2026 - 04/30/2026

- CHECK SOURCE: COMPUTER GENERATED CHECKS FUNDS: 549 - BUILDING INSPECTIONS DEPT

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 549 BUILDING INSPECTIONS DEPT							
04/02/2026	GEN 2	36031	ROGER STERK	MILEAGE REIMBURSEMENT	817.000	371.000	195.75
04/02/2026	GEN 2	36034	WEST MICHIGAN DOCUMENT SHREDDING L	CONTRACTED SERVICES	808.000	371.000	65.00
04/07/2026	GEN 2	36036	AMAZON CAPITAL SERVICES	NEW FURNITURE & EQUIPMENT	979.000	371.000	319.98
04/16/2026	GEN 2	36055	AMAZON CAPITAL SERVICES	NEW FURNITURE & EQUIPMENT	979.000	371.000	99.98
04/16/2026	GEN 2	36056	APPLIED INNOVATION	CONTRACTED SERVICES	808.000	371.000	59.80
04/16/2026	GEN 2	36064	DELTA DENTAL	HEALTH & LIFE INSURANCE	717.000	371.000	267.03
				HEALTH & LIFE INSURANCE	717.000	371.000	267.03
			Check GEN 2 36064 Total for Fund 549 BUILDING INSPECTIONS DEPT				534.06
04/16/2026	GEN 2	36079	T-MOBILE	TELECOMMUNICATIONS	853.000	371.000	50.00
04/23/2026	GEN 2	36085	BS&A SOFTWARE	PROGRAMMING/SOFTWARE/NETWORK	809.000	371.000	4,786.00
04/23/2026	GEN 2	36091	IDENTIPHOTO	SUPPLIES	727.000	371.000	13.00
04/23/2026	GEN 2	36097	PROFESSIONAL CODE INSPECTIONS INC	CONTRACTED SERVICES	808.000	371.000	15,050.50
04/28/2026	GEN 2	862(E)	BLUE CROSS HSA	HEALTH & LIFE INSURANCE	717.000	371.000	3,341.42
Total For Fund: 549							24,515.49
Report Total:							24,515.49

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE 04/01/2026 - 04/30/2026

BANK CODE: WSK2 - WATER/SEWER CHECKING

Check Date	Bank Account	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER FUND								
04/27/2026	WSCK2	5964*#	04/27/2026	OROSZ, KURT	UB refund for account: WAVS-00003	633.001	536.000	26.20
04/27/2026	WSCK2	5965*#	04/27/2026	MALDONADO, ORLANDO	UB refund for account: REGA-00757	633.000	536.000	101.57
04/27/2026	WSCK2	5966	04/27/2026	60TH STREET VENTURES LLC	UB refund for account: STHL-00119	633.000	536.000	48.74
			04/27/2026		UB refund for account: VICR-00627	633.000	536.000	235.26
			04/27/2026		UB refund for account: HUND-00627	633.000	536.000	209.31
			04/27/2026		UB refund for account: VICR-00630	633.000	536.000	203.11
			04/27/2026		UB refund for account: VICR-00629	633.000	536.000	151.27
			04/27/2026		UB refund for account: HUND-00627	633.000	536.000	201.44
			04/27/2026		UB refund for account: HUND-00628	633.000	536.000	203.11
			04/27/2026		UB refund for account: VICR-00633	633.000	536.000	155.62
			04/27/2026		UB refund for account: VICR-00628	633.000	536.000	151.44
			04/27/2026		UB refund for account: RAMD-00118	633.000	536.000	153.11
Check WSK2 5966 Total for Fund 590 SEWER FUND								1,712.41
04/27/2026	WSCK2	5967*#	04/27/2026	ANAMA, JEFF	UB refund for account: HRCT-00735	633.001	536.000	21.93
04/27/2026	WSCK2	5969*#	1JXM-V1LC-7FKD	AMAZON CAPITAL SERVICES	BARCODE SCANNERS, POWER ADAPTOR	727.000	536.000	58.18
			1VX7-K4LD-G9XR		MOUSE PAD	727.000	536.000	4.00
Check WSK2 5969 Total for Fund 590 SEWER FUND								62.18
04/27/2026	WSCK2	5970*#	7902	BYRON GAINES UTILITY AUTHORITY	GR SEWER MARCH 2026	921.000	536.000	15,678.25
			7905		FEB 2026 OP EXP, METERS, BGUA AUD	830.000	536.000	64,115.21
			7905		FEB 2026 OP EXP, METERS, BGUA AUD	830.000	536.000	1,160.99
			7911		WYOMING W&S MARCH 2026	922.001	536.000	189,511.70
			7915		WYOMING 2024/2025 YE RECONCILIATI	922.001	536.000	65,403.20
			7917		OP EXP PAYROLL, INSP	830.000	536.000	19,800.70
			7919		OP EXP, METERS MARCH 2026	830.000	536.000	22,304.02
			M-6 HOTEL GROUP		BGUA INV 7540 PD TO TOWNSHIP	033.005	000.000	3,415.85
Check WSK2 5970 Total for Fund 590 SEWER FUND								381,389.92
04/27/2026	WSCK2	5971*#	0515318	EXTEND YOUR REACH	APRIL 2026 BILLING	905.000	536.000	200.66
04/27/2026	WSCK2	5972*#	18254	VRIESMAN & KORHORN	MISC SEWER SYS	803.000	536.000	137.25
			18255		GPS UTILITY PICKUP	803.000	536.000	130.28
			18257		AMAZON DELIVERY STATION	033.005	000.000	1,432.45
			18260		WATER/SEWER ADMIN	803.000	536.000	76.50
			18261		AUTHENTIX APTS	033.005	000.000	4,444.35
			18262		HOFFMAN MEADOWS PH 3	033.005	000.000	1,349.10
			18263		MICROSOFT	033.005	000.000	1,143.75
			18264		KPS PH2 WATERMAIN	033.005	000.000	688.50
			18265		TRADITIONS SENIOR LIVING	033.005	000.000	1,283.25
Check WSK2 5972 Total for Fund 590 SEWER FUND								10,685.43
Total For Fund: 590								394,200.30
Fund: 591 WATER FUND								
04/27/2026	WSCK2	5964*#	04/27/2026	OROSZ, KURT	UB refund for account: WAVS-00003	633.001	537.000	27.34
			04/27/2026		UB refund for account: WAVS-00003	633.000	537.000	17.36
Check WSK2 5964 Total for Fund 591 WATER FUND								44.70
04/27/2026	WSCK2	5965*#	04/27/2026	MALDONADO, ORLANDO	UB refund for account: REGA-00757	633.000	537.000	106.74

CHECK DISBURSEMENT REPORT FOR GAINES CHARTER TOWNSHIP

CHECK DATE 04/01/2026 - 04/30/2026

BANK CODE: WSK2 - WATER/SEWER CHECKING

Check Date	Bank Account	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 591 WATER FUND								
04/27/2026	WSCK2	5967*#	04/27/2026	ANAMA, JEFF	UB refund for account: HRCT-00735	633.001	537.000	22.88
			04/27/2026		UB refund for account: HRCT-00735	633.000	537.000	56.46
		Check WSK2 5967	Total for Fund 591 WATER FUND					79.34
04/27/2026	WSCK2	5968	04/27/2026	LAKEMAN, ASA	UB refund for account: HACT-00324	633.000	537.000	150.00
04/27/2026	WSCK2	5969*#	1JXM-V1LC-7FKD	AMAZON CAPITAL SERVICES	BARCODE SCANNERS, POWER ADAPTOR	727.000	537.000	58.18
			1VX7-K4LD-G9XR		MOUSE PAD	727.000	537.000	3.99
		Check WSK2 5969	Total for Fund 591 WATER FUND					62.17
04/27/2026	WSCK2	5970*#	7905	BYRON GAINES UTILITY AUTHORITY	FEB 2026 OP EXP, METERS, BGUA AUD	830.000	537.000	43,287.22
			7905		FEB 2026 OP EXP, METERS, BGUA AUD	830.001	537.000	20,902.77
			7905		FEB 2026 OP EXP, METERS, BGUA AUD	830.000	537.000	1,160.99
			7911		WYOMING W&S MARCH 2026	922.000	537.000	138,488.45
			7915		WYOMING 2024/2025 YE RECONCILIATI	922.000	537.000	(2,060.41)
			7917		OP EXP PAYROLL, INSP	830.000	537.000	23,911.68
			7919		OP EXP, METERS MARCH 2026	830.000	537.000	20,306.74
			7919		OP EXP, METERS MARCH 2026	830.001	537.000	26,342.55
		Check WSK2 5970	Total for Fund 591 WATER FUND					272,339.99
04/27/2026	WSCK2	5971*#	0515318	EXTEND YOUR REACH	APRIL 2026 BILLING	905.000	537.000	200.65
04/27/2026	WSCK2	5972*#	18253	VRIESMAN & KORHORN	MISC WATER SYS	803.000	537.000	225.00
			18255		GPS UTILITY PICKUP	803.000	537.000	130.27
			18258		2ND WATER CONNECTION	803.000	537.000	1,756.50
			18260		WATER/SEWER ADMIN	803.000	537.000	76.50
		Check WSK2 5972	Total for Fund 591 WATER FUND					2,188.27
Total For Fund: 591								275,171.86
Report Total:								669,372.16

'*-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

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



www.gainestownship.org

Staff Communication

RE: Rezoning 6875 Hammond Avenue SE from Suburban Residential to Village Residential

The applicant is requesting to rezone the subject parcel from Suburban Residential (SR) to Village Residential (VR). A single-family detached home and an accessory building currently exist on the property. The parcel has frontage on both Hammond Avenue and Dutton Avenue; Hammond is currently used for primary access. The applicant intends to divide the parcel in half and sell the property after rezoning.



FINANCIAL IMPACT

None.

BUDGET ACTION REQUIRED

None.

REVIEW

The request for site plan review is subject to review against standards outlined in Section 31.40.A of the Gaines Charter Township Zoning Ordinance (GCTZO) – “Zoning Map Amendment Approval Standards”. The Planning Commission has reviewed all details of the application and submittal to satisfy the requirements outlined in Section 31.40.

1. The request is consistent with the recommendations of the Township Master Plan and the Future Land Use Map.

Meets standard. The Future Land Use Map designates this parcel as Village Residential. The proposed rezoning from Suburban Residential to Village Residential would be in line with the prescribed use identified in the 2023 Master Plan.

2. The rezoning of land will not negatively impact adjacent and nearby property:

a. The allowable land uses within the proposed zoning district are compatible with nearby land uses and zoning districts.

Meets standard. The SR and VR zoning districts prescribe single family residential uses, with limited opportunities for civic and recreational uses. The size of the parcel reduces the opportunity for non-residential uses to exist on the parcel. Staff finds that Village Residential zoning would be harmonious with nearby land uses and zoning districts.

b. There will be no adverse physical impact on surrounding properties.

Meets standard. The Village Residential zoning district calls for uses which are compatible with the surrounding neighborhood. The largest impact on neighboring properties would be visual, and staff does not find that the visual impact of any development permitted under VR on this size lot would adversely affect the surrounding area.

c. There will be no adverse effect on property values in the adjacent area.

Meets standard. Staff does not anticipate property values in the adjacent area to be negatively impacted by the proposed rezoning.

d. It will not create a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

Meets standard. Staff does not anticipate that the rezoning will have any bearing on the future development of neighboring properties.

3. The site is adequately served by streets and public utilities, and the rezoning will not impact the delivery of public services.

Meets standard. The current home on the parcel is served by public sewer and water. The Township is in the process of connecting water line stubs to the north and south on Dutton Avenue and that work should be done by late fall of 2026. At that time, the parcel could be divided and new parcel will have public water available. The proposed rezoning will have no bearing on delivery of public services to the subject property or adjacent properties.

4. There are no natural constraints to the development of land in accordance with the desired zoning district, and the zoning map amendment will not impact sensitive natural resources.

Meets standard. The subject parcel does not exhibit any extreme topographic features, and the parcel is level and well drained.

5. The rezoning will not grant a special privilege to an individual property owner when contrasted with other property owners in the area or general public (i.e. will rezoning result in spot zoning).

Meets standard. Surrounding properties currently zoned Suburban Residential are similarly future zoned for Village Residential use. Staff finds that the request for a rezoning from SR to VR is consistent with what the 2023 Master Plan calls for in the Dutton area and will not result in spot zoning.

6. There are substantial reasons why the property cannot be used in accordance with its present zoning classifications.

Meets standard. The subject parcel is currently used residentially; existing structures include one single-family detached home and one accessory building. The property is currently suitable for residential use and is not anticipated to be used for anything else (e.g. institutional use).

STAFF RECOMMENDATION

The Planning Commission made a positive recommendation for the rezoning request based on satisfaction of the standards of review outlined in Section 31.40.A of the Gaines Charter Township Zoning Ordinance.

Staff recommends the Board of Trustees approve the proposed rezone as it meets all the standards under Section 31.40.A.

CHARTER TOWNSHIP OF GAINES
COUNTY OF KENT, MICHIGAN

RESOLUTION NO. 2026-_____

**A RESOLUTION TO AMEND THE GAINES CHARTER TOWNSHIP ZONING ORDINANCE AS PROVIDED FOR
IN CHAPTER 31 THEREOF BY AMENDING SECTION 2.20 AND THE TOWNSHIP ZONING MAP**

The following Resolution was offered and adopted by the Gaines Charter Township Board of Trustees at a regular meeting held on _____, 2026 at the Gaines Charter Township Offices, 8555 Kalamazoo Avenue, Caledonia, Michigan.

Members Present: _____

Member Absent: _____

The following Resolution was offered for adoption by Board Member _____ and supported by Board Member _____ to document the findings and the approval by the Gaines Charter Township Board of Trustees ("Township Board") regarding a request made by Brett and Cindy Elder to consider the rezoning of land from the Suburban Residential zoning district to Village Residential.

STATEMENT OF FINDINGS

SECTION I. GENERAL BACKGROUND:

1. The Township Board is authorized to review, approve, and amend requests for zoning map amendments.
2. The property at 6875 Hammond is legally described as:

PART OF LOT 19 COM AT MOST NLY COR OF SD LOT TH SWLY ON NWLY LOT LINE 330 FT TO MOST WLY COR SD LOT TH SELY ON SWLY LOT LINE 66 FT TH NELY PAR NWLY LOT LINE 330 FT TO NELY LOT LINE TH NWLY 66 FT TO BEG * VILLAGE OF HAMMOND STATION

3. Applicant has opted to rezone from Suburban Residential to Village Residential as permitted under Section 1.30.D of the Zoning Ordinance, effective April 26th, 2025. The zoning map amendment standards were evaluated under Section 31.40 of the Zoning Ordinance effective April 26th, 2025.
4. The Planning Commission held a public hearing on the proposed zoning map amendment on March 26th, 2026.
5. On March 26th, 2026, the Planning Commission recommended the Board's final approval of the proposed zoning map amendment.

SECTION II. FINDINGS:

Township Board Resolution No. 2026-_____
Zoning Map Amendment – 6875 Hammond Avenue
_____, 2026

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

ZONING MAP AMENDMENT STANDARDS (SECTION 31.40)

1. The request is consistent with the recommendations of the Township Master Plan and the Future Land Use Map.

Meets standard. The Future Land Use Map designates this parcel as Village Residential. The proposed rezoning from Suburban Residential to Village Residential would be in line with the prescribed use identified in the 2023 Master Plan.

2. The rezoning of land will not negatively impact adjacent and nearby property:

a. The allowable land uses within the proposed zoning district are compatible with nearby land uses and zoning districts.

Meets standard. The SR and VR zoning districts prescribe single family residential uses, with limited opportunities for civic and recreational uses. The size of the parcel reduces the opportunity for non-residential uses to exist on the parcel. Village Residential zoning would be harmonious with nearby land uses and zoning districts.

b. There will be no adverse physical impact on surrounding properties.

Meets standard. The Village Residential zoning district calls for uses which are compatible with the surrounding neighborhood. The largest impact on neighboring properties would be visual, and the visual impact of any development permitted under VR on this size lot would not adversely affect the surrounding area.

c. There will be no adverse effect on property values in the adjacent area.

Meets standard. Property values in the adjacent area will not be negatively impacted by the proposed rezoning.

d. It will not create a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

Meets standard. The rezoning will not have any bearing on the future development of neighboring properties.

3. The site is adequately served by streets and public utilities, and the rezoning will not impact the delivery of public services.

Meets standard. The current home on the parcel is served by public sewer and water. The Township is in the process of connecting water line stubs to the north and south on Dutton Avenue and that work should be done by late fall of 2026. At that time, the parcel could be divided and new parcel will have public water available. The proposed rezoning will have no bearing on delivery of public services to the subject property or adjacent properties.

4. There are no natural constraints to the development of land in accordance with the desired zoning district, and the zoning map amendment will not impact sensitive natural resources.

Meets standard. The subject parcel does not exhibit any extreme topographic features, and the parcel is level and well drained.

5. The rezoning will not grant a special privilege to an individual property owner when contrasted with other property owners in the area or general public (i.e. will rezoning result in spot zoning).

Meets standard. Surrounding properties currently zoned Suburban Residential are similarly future zoned for Village Residential use. The request for a rezoning from SR to VR is consistent with what the 2023 Master Plan calls for in the Dutton area and will not result in spot zoning.

6. There are substantial reasons why the property cannot be used in accordance with its present zoning classifications.

Meets standard. The subject parcel is currently used residentially; existing structures include one single-family detached home and one accessory building. The property is currently suitable for residential use and is not anticipated to be used for anything else (e.g. institutional use).

SECTION III. TOWNSHIP BOARD ACTION

The Gaines Charter Township Board of Trustees has determined that the preceding findings and conditions are reasonable considerations for approval of the request for a zoning map amendment. Based on the above findings and conclusions, the Township Board approves Resolution 2026-_____, granting approval of a request made by Brett and Cindy Elder.

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

YES: _____

NO: _____

RESOLUTION DECLARED ADOPTED

CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Gaines Charter Township Board of Trustees at a regular meeting held on _____, 2026.

Respectfully submitted,

Robert Terpstra, Supervisor
Charter Township of Gaines

Michael Brew, Clerk
Charter Township of Gaines

Dated: _____, 2026

MEMO

Staff Communication

DATE: May 1, 2026
TO: Gaines Charter Township Board of Trustees
FROM: Rod Weersing, Township Manager
RE: Beesing and Schooley Drain Consolidation and Extension

SUMMARY:

For several years, flooding has occurred during spring runoff and significant rainfall events where the Schooley Drain passes beneath 76th Street. In response, the Kent County Drain Commissioner previously installed a new culvert under 76th Street to reduce upstream backwater conditions; however, this improvement did not fully accommodate the downstream conveyance demands.

Following additional review, the Kent County Drain Commissioner recommends extending the Schooley Drain northward. Several culverts within the privately owned segment north of the roadway are undersized. Extending the drain would allow for replacement of these culverts and improve hydraulic capacity and flow throughout the drainage district.

In conjunction with the proposed extension, the Drain Commissioner has also recommended consolidating the Beesing Drain with the Schooley Drain. Because the Beesing Drain discharges into the Schooley Drain, consolidation would streamline future inspection and maintenance activities. Upon consolidation, the combined district would be designated the Schooley Drain Drainage District.

FINANCIAL IMPACT:

No immediate financial impact is anticipated at this time. The Township should expect to fund its proportionate share of any future work undertaken within the drainage district.

BUDGET ACTION REQUIRED:

No budget action is required at this time.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the consolidation of the Beesing and Schooley Drainage Districts and authorize the extension of the Schooley Drain.

GAINES CHARTER TOWNSHIP

**PETITION FOR MAINTENANCE, IMPROVEMENT, AND
CONSOLIDATION OF DRAINS PURSUANT TO CHAPTERS 8 AND 19
OF THE MICHIGAN DRAIN CODE OF 1956, AS AMENDED**

SCHOOLEY DRAIN

To the Kent County Drain Commissioner:

The undersigned is Gaines Charter Township, Kent County, Michigan, and does hereby petition for the maintenance, improvement, and consolidation of the drains known and designated as the Schooley Drain and the Beesing Drain, to be known as the Schooley Drain, and the consolidation of the Schooley Drain Drainage District and the Beesing Drain Drainage District, with the consolidated drainage district to be known as the Schooley Drain Drainage District.

The aforementioned drains are located in Gaines Charter Township, Kent County, Michigan.

The proposed maintenance, improvement, and consolidation is necessary and conducive for the public health, convenience, or welfare and is further necessary for the protection of the public health in Gaines Charter Township. Your petitioner further shows that the established drains need consolidating because the drains will be most efficiently maintained as a consolidated drainage system.

Gaines Charter Township will be liable for an assessment at large against it for a percentage of the cost of the proposed maintenance, improvement, and consolidation. This petition has been authorized by the Township's governing body. A copy of the Resolution of the Township Board is attached hereto.

GAINES CHARTER TOWNSHIP

By: Bob Terpstra
Its: Supervisor

By: Michael Brew
Its: Clerk

As authorized by its government body
On: _____

GAINES CHARTER TOWNSHIP

**RESOLUTION FOR
PETITION FOR MAINTENANCE, IMPROVEMENT, AND CONSOLIDATION
OF DRAINS PURSUANT TO CHAPTERS 8 AND 19 OF THE
MICHIGAN DRAIN CODE OF 1956, AS AMENDED**

SCHOOLEY DRAIN

At a _____ meeting of the Gaines Charter Township Board, held in Kent County, State of Michigan on the ____ day of _____, 20__, at _____ a.m./p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____.

WHEREAS, the Township requests the maintenance, improvement, and consolidation of the drains known and designated as the Schooley Drain and the Beesing Drain, to be known as the Schooley Drain, and the consolidation of the Schooley Drain Drainage District and the Beesing Drain Drainage District, with the consolidated drainage district to be known as the Schooley Drain Drainage District, located in Kent County, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended; and

WHEREAS, the Township has determined that the maintenance, improvement, and consolidation of the Drains and Drainage Districts is necessary and conducive for the public health in the Township; and

WHEREAS, the Township will be liable for an assessment at large against it for a percentage of the cost of the proposed maintenance, improvement, and consolidation.

NOW, THEREFORE BE IT RESOLVED THAT, pursuant to Chapters 8 and 19 of Public Act 40 of 1956, as amended, a petition for the maintenance, improvement, and consolidation of the Schooley Drain and the Beesing Drain, to be known as the Schooley Drain, and the consolidation of the Schooley Drain Drainage District and the Beesing Drain Drainage District, with the consolidated drainage district to be known as the Schooley Drain Drainage District, is authorized to be executed by Gaines Township, and that the Supervisor and Clerk are authorized to sign all documents necessary to effectuate the intent of this petition.

BE IT FURTHER RESOLVED that the Clerk shall forward to the Kent County Drain Commissioner a copy of this Resolution and file the petition for maintenance, improvement, and the consolidation of the Drains and Drainage Districts, as permitted under Public Act 40 of 1956, as amended.

GAINES TOWNSHIP

Dated: _____

By: Bob Terpstra
Its: Supervisor

Yeas:

Nays:

Abstain:

Absent:

Resolution No.

I, the undersigned, being duly qualified and acting Clerk of Gaines Charter Township, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board for Gaines Charter Township at a _____ meeting held on the _____ day of _____, 20__ and that notice of said meeting was given in accordance with the Open Meetings Act.

Michael Brew, Clerk
Gaines Charter Township

Date



www.gainestownship.org

MEMO

Staff Communication – ACTION REQUIRED

DATE: May 4, 2026
TO: Gaines Charter Township Board of Trustees
FROM: Rod Weersing, Township Manager
RE: Fireworks Display Application – Crystal Springs

SUMMARY:

Staff received an application from Morgan Ayres (Great Lakes Fireworks LLC) to conduct a 4th of July fireworks display at Stonewater Country Club (7177 Kalamazoo Ave.) on July 5th 20216 (no rain date requested).

Staff has received all required paperwork:

- Application for Fireworks Other Than Consumer or Low Impact
- Permit for Fireworks Other Than Consumer or Low Impact (to be signed by local unit of government).
- Certificate of Liability Insurance – Additional Insured information included
- List of type of fireworks to be used

This annual fireworks event is put on in coordination with the Crystal Springs Property Owner's Association and is greatly anticipated and enjoyed by residents of Gaines Charter Township. Coordinators of the event will work with local fire fighting and policing units.

FINANCIAL IMPACT:

No financial impact will be incurred by the Township.

BUDGET ACTION REQUIRED:

No budget action is required by the Township.

STAFF RECOMMENDATION:

Staff recommends the Township approve the application, as all required paperwork has been received.

2026 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The **LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD** will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks
- ☒ Public Display ☐ Private Display
- ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Bonnie Huyser CSPOA		ADDRESS OF APPLICANT 3029 Paris Park Dr. Kentwood, MI 49512	AGE OF APPLICANT 18 YEARS OR OLDER ☒ YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR Great Lakes Fireworks, LLC		ADDRESS OF PYROTECHNIC OPERATOR 3275 W. M-76 West Branch, MI 48661	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ☒ YES ☐ NO
NO. YEARS EXPERIENCE 25+	NO. DISPLAYS 500+	WHERE Throughout Michigan	
NAME OF ASSISTANT TBD		ADDRESS OF ASSISTANT TBD	AGE OF ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO
NAME OF OTHER ASSISTANT TBD		ADDRESS OF OTHER ASSISTANT TBD	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER ☒ YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY

Stonewater Country Club: 7177 Kalamazoo Ave. Caledonia, MI 49316

DATE OF PROPOSED DISPLAY July 5th, 2026 (Rain: N/A)	TIME OF PROPOSED DISPLAY Approx. 10:00 PM
---	---

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

Stored at Federally Licensed Facility Until Date of Display

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000	NAME OF BONDING CORPORATION OR INSURANCE COMPANY Acrisure
---	---

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
One Cleveland Center, 1375 E. 9th St. 30th Floor, Cleveland OH 44114

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approx. 120	2" Shells
Approx. 100	2.5" Shells
Approx. 324	3" Shells
Approx. 108	4" Shells
Approx. 5	Various Barrage Cakes 3" & Smaller

SIGNATURE OF APPLICANT <i>Morgan Ayers - Great Lakes Fireworks</i>	DATE 4/10/2026
---	--------------------------

2026 Permit for Fireworks Other than Consumer or Low Impact

Authority:	2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin,color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------	-------------	---

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural / Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO Bonnie Huyser CSPOA		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO	
ADDRESS OF PERSON PERMIT ISSUED TO 3029 Paris Park Dr. Kentwood, MI 49512			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION			
ADDRESS			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approx. 120 2" Shells Approx. 100 2.5" Shells Approx. 324 3" Shells Approx. 108 4" Shells Approx. 5 Various Barrage Cakes 3" & Smaller			
EXACT LOCATION OF DISPLAY OR USE Stonewater Country Club: 7177 Kalamazoo Ave. Caledonia, MI 49316			
CITY, VILLAGE, TOWNSHIP Gaines Township		DATE July 5th, 2026 (Rain: N/A)	TIME Approx. 10:00 PM
BOND OR INSURANCE FILED ☒ YES ☐ NO		AMOUNT \$5,000,000	

Issued by action of the Legislative Body of the

☐ City ☐ Village ☐ Township of _____ on the ____ day of _____, 2026.

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

1. Type of Permit – check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
 - Agricultural or Wildlife Fireworks – devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the US Department of Interior or Michigan DNR.
 - Articles Pyrotechnic – 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
 - Display Fireworks – 1.3G fireworks for professional use only
 - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes – devices with a combination of chemical elements or compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect for pest or animal control.
 - Public Display – a fireworks display that is open to all persons for viewing.
 - Private Display – a fireworks display that is not open to the general public for viewing.
2. Name of applicant – list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
3. Address of applicant – complete the address of the applicant; include the street address, city, state and zip code.
4. Name of person or resident agent representing corporation, LLC, DBA or other – list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
5. Address of person or resident agent that represents the corporation, LLC, DBA or other – list the address of the person or resident agent representing the corporation, LLC, DBA or other.
6. Non-resident applicant – list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
7. Name of pyrotechnic operator – list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
8. Address of pyrotechnic operator – list the address of the pyrotechnic operator; include the street address, city, state and zip code.
9. Age of the pyrotechnic operator – list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
10. Name of assistant – list the name of the assistant to the pyrotechnic operator;
11. Address of assistant – list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
12. Age of assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
13. Name of other assistant – list the name of other assistant to the pyrotechnic operator.
14. Age of other assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
15. Exact location of proposed display – list the address of the exact location of the proposed fireworks display.
16. Date of proposed display – indicate the date of the proposed fireworks display; only one display date can be used per application.
17. Time of proposed display – indicate the time of the proposed fireworks display.
18. Manner and place of storage - indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

19. Amount of bond or insurance - the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
20. Name of bonding corporation or insurance company – provide the name of the bonding corporation or insurance company for which the bond was issued through.
21. Address of bonding corporation or insurance company – list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
22. Number of fireworks and kind of fireworks to be displayed– indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
23. The application is valid for the calendar year in which the application was received and permit was issued.
24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
25. Permitting will be in compliance with the [Michigan Fireworks Safety Act, PA 256 of 2011](#), [MCL 28.466, Section 16](#).
26. **Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display.** DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2026

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 3305242020 E-MAIL ADDRESS: rtrend@acrisure.com	FAX (A/C, No): 216-658-7101
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Palomar Excess and Surplus Insurance Company		16754
INSURER B: Continental Indemnity Company		28258
INSURER C: HDI Global Specialty SE		
INSURER D:		
INSURER E:		
INSURER F:		

License#: BR-1796277
GREALAK-88**COVERAGES****CERTIFICATE NUMBER:** 872902771**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	AESPLMR-GL-26-00009	1/26/2026	1/26/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BESCRMNM011601_171239_01	1/26/2026	1/26/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	25QS1575	1/26/2026	1/26/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured extension of coverage is provided by above referenced General Liability and Auto Liability policies where required by written agreement.
DISPLAY DATE: July 5th, 2026 RAIN DATE: TBD LOCATION: Shot at Stone Water Country Club: 7177 Kalamazoo Ave. Caledonia, MI 49316

Crystal Springs Property Owner Association and all it's elected and appointed officials, employees, volunteers, boards, commission and/or other authorities.
Stone Water Country Club and all it's elected and appointed officials, employees, volunteers, boards, commission and/or other authorities.
Gaines Townships and all it's elected and appointed officials, employees, volunteers, boards, commission and/or other authorities.

CERTIFICATE HOLDER**CANCELLATION**

Bonnie Huyser CSPOA
3029 Paris Park Dr.
Kentwood MI 49512
USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

2026 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	--

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural / Wildlife Fireworks ☐ Articles Pyrotechnic ☐ Display Fireworks ☐ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes	FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO	AGE (18 YEARS OR OLDER) ☐ YES ☐ NO	
ADDRESS OF PERSON PERMIT ISSUED TO		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION		
ADDRESS		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)		
EXACT LOCATION OF DISPLAY OR USE		
CITY, VILLAGE, TOWNSHIP	DATE	TIME
BOND OR INSURANCE FILED ☐ YES ☐ NO		AMOUNT

Issued by action of the Legislative Body of the ☐ City ☐ Village ☐ Township of _____ on the _____ day of _____, 2026. (Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

Stone Water C.C

4" Shell Max
280' Safety Zone

Legend

- 280' Safety
- Arbor Financial Credit Union
- Feature 1
- Feature 2
- FireRock Grille
- Firing Site
- StoneWater Country Club
- Tammy's Timeless Sparkle Collection

Firing Site

FireRock Grille

StoneWater Country Club

Kalamazoo Ave SE

Old Lantern Dr SE

Summit Hill Ct SE

Google Earth

Image NOAA

Image Landsat / Copernicus

700 ft

87

MEMO

Staff Communication

DATE: April 29, 2026
TO: Gaines Charter Township Board of Trustees
FROM: Rod Weersing, Township Manager
RE: Dutton Fire Station Driveway Easement Agreement

SUMMARY:

The Dutton Fire Station utilizes the Dutton Mill Village west driveway (W. Mill Run SE) for ingress to and egress from the station. This access is particularly beneficial for operations requiring access to the north side of the apparatus bay. The Gaines Charter Township Fire Department has used this driveway for many years to support safe and efficient activity at the station.

In the past year, Dutton Mill Village inquired about cost sharing for repairs to a portion of the driveway used by the station. Township staff reviewed Township records to determine whether an easement agreement was on file and were unable to locate one. Accordingly, the attached easement agreement was developed among Dutton Mill Village, Dutton Property, LLC (the adjacent Marathon gas station), and the Township to address the allocation of future repair and improvement costs. Although the Township operates fewer vehicles on the driveway than the other parties, the substantial weight of fire apparatus using the drive materially contributes to wear.

Pursuant to the proposed agreement, the parties would share the cost of capital improvements equally. The Township would not be responsible for any portion of snow removal costs for the driveway.

FINANCIAL IMPACT:

No financial impact is anticipated at this time.

BUDGET ACTION REQUIRED:

No budget action is required at this time.

STAFF RECOMMENDATION:

Staff recommends that the Township Board approve the driveway easement agreement to ensure continued ingress and egress for fire apparatus.

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT (the "Agreement") is entered into as of this ____ day of _____ 2025, (the "Effective Date") by and between DUTTON MILL VILLAGE, LLC, a Michigan limited liability company, whose address is 27777 Franklin Road, Suite 300, Southfield, Michigan 48034 (the "Grantor") and GAINES CHARTER TOWNSHIP, a Michigan charter township, whose address is 8555 Kalamazoo Avenue SE, Caledonia, Michigan 49316 (the "Township") and DUTTON PROPERTY, LLC, a Michigan limited liability company, whose address is 3495 68th Street SE, Caledonia, Michigan 49316 (the "Dutton"). Grantor, Township and Dutton are sometimes individually referred to as "party" and collectively referred to as the "parties."

RECITALS

WHEREAS, Grantor is the owner of certain real property and improvements located within the Township of Gaines, County of Kent, State of Michigan, legally described on the attached Exhibit A (the "Grantor Parcel").

WHEREAS, Township is the owner of certain real property and improvements located within the Township of Gaines, County of Kent, State of Michigan, legally described on the attached Exhibit B (the "Township Parcel").

WHEREAS, Dutton is the owner of certain real property and improvements located within the Township of Gaines, County of Kent, State of Michigan, legally described on the attached Exhibit C (the "Dutton Parcel").

WHEREAS, The Grantor, Township and Dutton each desire to create a non-exclusive, permanent, and perpetual easement for pedestrian and vehicular use across the Grantor Parcel for the benefit of the respective properties and for ingress, egress, and general access to and from the Township Parcel and Dutton Parcel, thus allowing the Township Parcel and Dutton Parcel to have secondary access to 68th Street, a public road.

WHEREAS, the parties hereto desire to make provision for the maintenance, repair, and necessary upgrading of the paved driveway located within the easement.

WHEREAS, the Grantor wishes to grant a non-exclusive, permanent, and perpetual easement to Township and Dutton subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration received and acknowledged by the Grantor, the parties covenant and agree as follows:

AGREEMENT

1. *Grant of Easement.* For and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant, warrant, and convey for the use, benefit, and enjoyment of Township, Dutton, and their the officers, employees, contractors, agents, licensees, invitees, and assigns a non-exclusive, permanent, and perpetual easement in, over, under, upon, and across that part of the Grantor Parcel legally described as follows (the "Easement Area"):

Part of the Southwest 1/4 of Section 2, T5N-R1 1W, Gaines Township, Kent County, Michigan described as: Commencing at the South 1/4 corner of said Section; thence N90°00'00"W 797.62 feet along the South line of said Section thence N00°00'00"W 33.00 feet to the Northerly Right-of-Way line of 68th Street and the westerly line of West Mill Run (Private) and the Place of Beginning; thence N00°00'00"W 417.00 feet along the westerly line of West Mill Run (Private); thence N90°00'00"E 76.00 feet; thence S00°00'00"E 417.00 feet to the Northerly Right-of-Way line of 68th Street; thence N90°00'00"W 76.00 feet along the Northerly line of 68th Street to the Place of Beginning.

The easement created by this Agreement shall be appurtenant to the Township Parcel and Dutton Parcel, shall run with the land and shall bind and benefit the current and future owners of the Township Parcel, Dutton Parcel and the Grantor Parcel and their transferees, successors, assigns, and creditors.

2. *Use of the Easement.* The Grantor, Township, and Dutton may each use the Easement Area exclusively for right of way access, ingress, and egress, to and from the Township Parcel, Dutton Parcel, the Grantor Parcel, and 68th Street. No party may erect any building, permanent or temporary structure, fence, or other improvement within the Easement Area that would interfere with the use of the Easement Area or rights granted herein. No parking shall be permitted within the Easement Area.

3. *Maintenance.* "Capital Improvement" as used in this section means repaving, constructing, or other items of maintenance or improvement related to the Easement Area and the paved driveway within the Easement Area the estimated costs of which exceed \$10,000. If a party wishes to undertake a Capital Improvement with respect to the Easement Area, that party shall notify the other parties and include the estimated costs of the Capital Improvement and an explanation of the necessity of the Capital Improvement. If all parties agree with the estimated costs of and necessity of the Capital Improvement, the parties shall split equally the costs of the Capital Improvement and the party requesting the Capital Improvement shall undertake the Capital Improvement and invoice the other parties upon completion of the construction or installation of the Capital Improvement. If the parties do not all agree on the need for or estimated costs of the Capital Improvement, the parties shall mutually agree on an independent engineer to review the need for and estimated costs of the Capital Improvement and the parties agree to be bound by the decision of the independent engineer.

4. *Damage to the Easement.* Any damage to the Easement Area or any driveway, private road, or any appurtenance thereto located within the Easement Area (beyond normal wear and tear) caused by the actions, negligence, or abuse by any party hereto (or their respective officers, employees, contractors, agents, licensees, invitees, and assigns) must be promptly repaired by the party causing the damage. If the party responsible for such repair fails to repair as provided herein, the other parties may make such repairs and charge the cost of the same to the party that caused the damage.

5. *Insurance.* The parties must maintain general or municipal liability insurance policies in commercially reasonable amounts covering any property damage or personal injury that may occur in the Easement Area. The parties shall name one another as an additional insured and shall provide copies of insurance policies or certificates of coverage upon request.

6. *Compliance with Laws/Applicable Law.* The parties agree to substantially comply in all material respects with all applicable federal, state and local laws, rules, regulations and requirements with respect to the Easement and with respect to their activities within the Easement.

7. *Non-exclusive Easement.* The Grantor reserves the right to grant others additional easement rights in the Easement, after consultation and coordination with the Township and Dutton. Any subsequent easements granted by the Grantor over the Easement shall be subject to the prior rights of the Township and Dutton and any additional expense incurred in the installation, construction, use, operation, repair, maintenance, relocation, reconstruction, alteration, and replacement of the Easement resulting from these easements shall be assumed by the subsequent easement owner(s).

8. *Severability.* If any material provision, clause or part of this document, or application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this document, and the same shall continue to be effective to the fullest extent permitted by law.

9. *Amendment, Termination.* This Agreement and the easement and rights granted hereunder may not be terminated, modified or amended except by a written document recorded with the Kent County Register of Deed, signed by the parties then having an interest in the Easement.

10. *Waiver of Default.* No waiver of any default by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any party to this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others or of any other right or remedy at law or in equity which any such party might otherwise have by virtue of a default under this Agreement and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

11. *Grantor's Warranty.* The Grantor represents and warrants that Grantor has the right and authority to enter into this Agreement and to make it fully binding and applicable.

12. *Binding Effect.* The Easement and rights contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

13. *Entire Agreement.* There are no agreements or understandings, either oral or written, as to the specific subject matter hereof between the parties that are not set forth in this Agreement, and all other such agreements or understandings are merged herein.

14. *Future Obligations.* The Parties acknowledge and agree that (a) appropriation of funds by the Township is a governmental function that the Township cannot contractually commit itself in advance to perform; (b) the Township's obligations under this Agreement will not constitute a general obligation of the Township; and (c) the Township's obligations under this Agreement will not constitute either a pledge of the full faith and credit or the taxing power of the Township.

15. *Governing Law.* This Agreement will be governed by the laws of the State of Michigan. The venue for any dispute arising under this Agreement will be proper only in a court of competent jurisdiction in Kent County, Michigan.

16. *Governmental Immunity*: Nothing in this Agreement is intended to limit the Township's immunity afforded under the Governmental Liability for Negligence Act, Act No. 170 of Public Acts of 1964 or otherwise.

17. *No Transfer Tax*. This Agreement is exempt from state and county transfer tax pursuant to MCL §§ 207.526(a) and 207.505(a).

Intentionally left blank; signatures on the following page.

IN WITNESS WHEREOF, the parties have executed this document as of the date first above written.

DUTTON MILL VILLAGE, LLC, a Michigan limited liability company:



By: Paul Jarvis

Its: Head of Manufactured Housing

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

24 2026 The foregoing instrument was acknowledged before me on the 17th day of April, 2025, by Paul Jarvis, the Head of MH Housing of DUTTON MILL VILLAGE, LLC who is personally known to me or who have produced their driver's license as identification.

LEAH MERAY
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 12/20/2029
Acting in the County of _____



Notary Public
State of Michigan, County of Oakland
Acting in Oakland County, Michigan
My Commission Expires: 12-20-29

Oakland

GAINES CHARTER TOWNSHIP, a Michigan charter township

By: Bob Terpstra
Its: Supervisor

By: Michael Brew
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Bob Terpstra, the Supervisor and Michael Brew, the Clerk, of the Gaines Charter Township, a Michigan charter township, on behalf of the corporation.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

DUTTON PROPERTY, LLC, a Michigan limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2025, by _____, the _____ of Dutton Property, LLC Limited Partnership who is personally known to me or who have produced their driver's license as identification.

Notary Public
State of Michigan, County of _____
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by and after recording return to:
Rod Weersing
Township Manager
Gaines Charter Township
8555 Kalamazoo Ave SE
Caledonia, Michigan 49316

.EXHIBIT A
Legal Description for the Grantor Parcel

Located in the Township of Gaines, County of Kent, State of Michigan, to wit:

That part of the Southwest 1/4 of Section 2, Town 5 North, Range 11 West, Gaines Township, Kent County, Michigan, described as: Beginning at a point on the South line of Section 2, which is North 90 degrees 00 minutes West 179.62 feet from the South 1/4 corner; thence North 90 degrees 00 minutes West 60.0 feet along said line; thence North 00 degrees 00 minutes East 333.0 feet; thence North 90 degrees 00 minutes West 482.0 feet; thence South 00 degrees 00 minutes East 333.0 feet; thence North 90 degrees 00 minutes West 76.0 feet along the South line of Section 2; thence North 00 degrees 00 minutes West 450.0 feet; thence North 90 degrees 00 minutes West 427.66 feet to the Northeasterly line of former railroad right-of-way; thence Northwesterly 338.70 feet along said Northeasterly line on a variable radius curve to the rights, the chord of which bears North 29 degrees 30 minutes 47 seconds West 338.63 feet; thence North 28 degrees 51 minutes 50 seconds West 1494.40 feet along said Northeasterly line; thence South 89 degrees 48 minutes East 781.0 feet along the South line of the North 613 feet of the West 1/2 of said Southwest 1/4; thence North 00 degrees 27 minutes 25 seconds West 613.0 feet along the West line of the East 1/2 of said Southwest 1/4; thence South 89 degrees 48 minutes East 1319.62 feet along the North line of the East 1/2 of said Southwest 1/4; thence South 00 degrees 23 minutes East 2326.19 feet along the East line of said Southwest 1/4; thence North 90 degrees 00 minutes West 177.39 feet; thence South 00 degrees 00 minutes East 333.0 feet to the place of beginning.

The above lands can be more particularly described as:

That part of the Southwest 1/4 of Section 2, Town 5 North, Range 11 West, Gaines Township, Kent County, Michigan, described as: Beginning at a point on the South line of Section 2, which is North 90 degrees 00 minutes 00 seconds West 179.62 feet from the South 1/4 corner; thence North 00 degrees 00 minutes 00 seconds West 60.00 feet along said line; thence North 00 degrees 00 minutes 00 seconds East 333.00 feet; thence North 90 degrees 00 minutes 00 seconds West 482.00 feet; thence South 00 degrees 00 minutes 00 seconds East 333.00 feet; thence North 90 degrees 00 minutes 00 seconds West 76.00 feet along the South line of Section 2; thence North 00 degrees 00 minutes 00 seconds West 450.00 feet; thence North 90 degrees 00 minutes 00 seconds West 427.66 feet to the Northeasterly line of former railroad right-of-way; thence Northwesterly 338.70 feet along said Northeasterly line on a variable radius curve to the right, the chord of which bears North 29 degrees 30 minutes 47 seconds West 338.63 feet; thence North 28 degrees 51 minutes 50 seconds West 1494.49 feet along said Northeasterly line; thence South 89 degrees 47 minutes 32 seconds East 781.19 feet along the South line of the North 613 feet of the West 1/2 of said Southwest 1/4; thence North 00 degrees 6 minutes 54 seconds West 613.00 feet along the West line of the East 1/2 of said Southwest 1/4; thence South 89 degrees 47 minutes 32 seconds East 1320.07 feet along the North line of the East 1/2 of said Southwest 1/4; thence South 00 degrees 22 minutes 05 seconds East 2325.94 feet along the East line of said Southwest 1/4; thence North 90 degrees 00 minutes 00 seconds West 177.48 feet; thence South 00 degrees 00 minutes 00 seconds East 333.00 feet to the place of beginning, including Dutton Mill Village Condominiums, Kent County Subdivision Plan No. 78 Replat No. 1.

EXHIBIT B
Legal Description for the Township Parcel

Located in the Township of Gaines, County of Kent, State of Michigan, to wit:

PART SW 1/4 COM 797.62 FT 90D 00M W ALONG S SEC LINE FROM S 1/4 COR TH N 00D 00M 450.0 FT TH 90D 00M W 427.66 FT TO ELY LINE OF PENN RR R/W /100 FT WIDE/ TH SELY ALONG SD RR R/W 428 FT M/L TO S SEC LINE TH 90D 00M E 150.0 FT TO BEG * SEC 2 T5N R11W 2.98 A.

EXHIBIT C
Legal Description for the Dutton Parcel

Located in the Township of Gaines, County of Kent, State of Michigan, to wit:

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

MEMO

Staff Communication

DATE: April 29, 2026
TO: Gaines Charter Township Board of Trustees
FROM: Rod Weersing, Township Manager
RE: Foundation Area Clean Up at Prairie Wolf Park

SUMMARY:

The Township Parks and Trails Committee has been evaluating opportunities to improve the area surrounding the foundation of the former residence near the Prairie Wolf Park entrance. The foundation is located in the wooded area behind the park's portable restroom.

Everett's Landscape Management, Inc., provided a quote to prune vegetation, remove overgrowth, fill depressions, and better define the area around the former house foundation. The estimated cost for this work is \$4,225.88. This project was not included in the Parks Department's Fiscal Year 2026 budget. Completing this work will improve the appearance and safety of the area near the parking lot and will better expose the historic foundation.

FINANCIAL IMPACT:

The project cost estimate is \$4,225.88.

BUDGET ACTION REQUIRED:

No budget action is required at this time; however, a budget amendment may be necessary at year-end.

STAFF RECOMMENDATION:

Staff recommends that the Township Board approve this request to complete the cleanup work in this area of Prairie Wolf Park.



Gaines Charter Township
8555 Kalamazoo Avenue SE
Caledonia, MI 49316

Service At:
Prairie Wolf Park
Caledonia, MI 49316

March 16, 2026
Brian Diemer

PURCHASE AGREEMENT
Work Order - #43599

Prairie Wolf Park - Pruning/Cleaning/Defining

This proposal includes pruning, cleaning, filling in holes, and defining throughout the Old Foundation Area.

SALE: \$4,225.88
SALES TAX: \$0.00
YOU AGREE TO PAY: \$4,225.88

LOCATION	SALE
Softscape: Landscape	\$4,225.88

PAYMENT SCHEDULE

PAYMENT #	PAYMENT NAME	SALE	SALES TAX	TOTAL SALE
1	50% Deposit Upon Signing	\$2,112.94	\$0.00	\$2,112.94
2	Progress Billing Through Completion	\$2,112.94	\$0.00	\$2,112.94
Total		\$4,225.88	\$0.00	\$4,225.88

Pricing is valid for 15 days. Plant and material pricing is based on availability. Substitutions may be made with similar varieties as necessary.

Warranty

Everett's Landscape Management, Inc. warrants plants have been inspected and approved by the Michigan Department of Agriculture. Live plants 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. 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 as availability allows and only when the proper installation conditions exist. 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 trees and plants should be removed after one year. If allowed to remain, the supports will grow into the plant, causing damage and ultimately death. 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, EGLE, county, city, township, or any homeowners 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 estimate.** 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 unmarked 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.** Customer will bear responsibility for all work areas when Everett's Landscape Management is not actively working.

RISK / BENEFIT INFORMATION REQUIRED BY LAW

This information is required by the Michigan Department of Agriculture to explain the risks and benefits of pesticide applications. Any additional information pertaining to products to be used, SDS sheets, labels etc., are available upon your request. For additional information, please call our office at 616-698-8064 or contact us at mailbox@everettslandscape.com.

NOTICE: Please ask your applicator about special preparations you may need to make (yard, house, pool) prior to application, and other precautionary measures specific to the material applied.

Definition of a Pesticide: A pesticide is any substance or mixture of substances intended to control pest infestations. The word "pesticide" is an umbrella term for products which control a wide range of pests. Pests commonly found include weeds, insects, diseases, mites, and rodents. Pesticides designed to control these pests are called herbicides, insecticides, fungicides, miticides, and rodenticides.

State and federal laws require that pesticides must be applied according to label directions. These labels direct users as to how, where, and at what rate the material must be applied. Upon request, we can supply you with a label of material applied.

How Pesticides Work: Products intended for use on your property are applied as a liquid, dust, aerosol, granule, or bait and are generally active for a few minutes to a few months. Some compounds control pests on contact by damaging the physical structure of the pest. Other compounds become active only after they are absorbed or ingested, by interfering with physical development or preventing the pest from reproducing. The label on the pesticide contains specific information on how to control targeted pests. All pesticides must be applied in accordance with label directions. Pesticides may be effective against a large class of organisms or specific to particular organisms. This means that many times, applicators can choose an effective pesticide or pest control strategy which will minimize any potential impact to humans and pets.

Why Pesticides are Used: Pesticides are a tool people use to protect crops, homes, animals, structures, or their landscape plants from pest damage. Examples are the protection of buildings from termites, turf from weed and insect damage, and indoor environments from invasions by insects and rodents. They also are used to control mosquito populations, disease vectors for public health concerns, protect food crops, and for weed control in lakes and ponds.

General Toxicity Information

Toxicity is a general term used to indicate the adverse effects produced by a pesticide. Understanding the potential health risks from pesticides requires a knowledge of the exposure and the toxicity of the compound.

Exposure: Pesticides can enter the body by ingestion, inhalation, or absorption through the skin. Exposure occurs most frequently by absorption through the skin. One of the most effective ways to reduce risk is to reduce any potential exposure by restricting access to the treatment area.

There are two broad classifications of pesticides: General Use and Restricted Use. These are EPA designations used to determine who may purchase and use the many kinds of pesticides available.

General use pesticides are usually considered to have a lower toxicity or risk than restricted use pesticides, and have fewer restrictions regarding who may purchase or use the products. For example, all of the pesticide products that homeowners may purchase are general use pesticides. All of the materials that are used on your property/yard are also general use pesticides.

Restricted use pesticides can be purchased and used only by state certified and trained professionals. Only in specific instances will these kinds of products be used on your property. Please refer to the section of your invoice that shows which products were used at the time of application. (If you have any questions as to the type of toxicity of the products used on your property, please contact the manufacturer indicated on the pesticide label or your service technician.)

Common Sense Precautionary Measures and Site Preparation

It is important to discuss site preparations and precautionary measures with the service technician.

Additionally

- * **DO NOT** enter the treatment area until the time period stated/posted by the applicator has elapsed.
- * The product applied may have a specific re-entry or pre-harvest interval during which you may **NOT** enter the area or harvest the crop.
- * For outdoor applications - put away children's toys and any clothing drying on the line, remove pets, cover or discard water for pets and in birdbaths, close windows, and make certain that applicators understand what areas, such as children's play areas, should not be treated.
- * Additional precautionary measures may need to be taken to limit exposure for sensitive individuals such as: infants, small children, pregnant women, and senior citizens, persons on prescription medications, and persons with respiratory (asthma) or other medical conditions.

Environmental Fate of Pesticides

Exposure to light, heat and other agents in the environment cause pesticides to deteriorate. The amount of time which it takes to break down the pesticide depends on the temperature, humidity, light, moisture conditions and other factors encountered in the environment. As a result, degradation times are highly variable depending on the compound and the environment in which it is applied. Generally, your applicator will select those pesticides that are most effective and least persistent. Any areas on your property that may be of specific concern should be brought to the attention of the applicator.

If you encounter an unusual reaction following a pesticide application, immediately wash with soap and water and consult a physician. It is important to provide the doctor with any information you may have concerning the pesticide used. Refer to the section of your customer paperwork or invoice that shows which products were used at the time of application. Additional emergency information about the pesticide may be obtained by contacting the **Poison Control Center at 1-800-222-1222** or the National Pesticide Information Center at 1-800-858-7378 or www.npic.orst.edu.

Terms

A 50% down payment is due upon acceptance of the proposal. A fee of \$50 or 2 ½% of total project whichever is more will be assessed to canceled projects to cover coordination and arrangements. **Any project exceeding 30 days to complete, will be invoiced in progress billings through completion after 50% deposit is exhausted.** Credit card payments are accepted up to a maximum transaction limit of \$5,000 and will incur a processing fee of 1 1/2%. Special Orders will require payment in full for that portion and are non-refundable. Past due accounts will incur finance charges of 1 1/2 % per month (18% per annum). Everett's Landscape Management Inc retains a security interest in all plants and materials provided by Everett's Landscape Management until payment is made in full. Everett's Landscape Management reserves the right to repossess any and all plants and materials if account balances are not paid in full within 30 days of invoice date. Customer will be responsible for any costs of repossession. 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. **Fuel Surcharge - Everett's reserves the right to evaluate and charge a per trip fuel surcharge if prices rise above the following thresholds during the project contract term of diesel at \$5.25 per gallon and gas at \$4.50 per gallon.**

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. I understand this proposal is an estimate for work requested by me and not a contract of guaranteed pricing. This proposal is a good faith estimate of materials and labor requested by me or my representative to be performed at the location listed on this proposal. I understand the final cost may differ from the signed proposal should unforeseen problems arise once work has started or additional requests are made by me or my representative.

Everett's Landscape Management, Inc. has permission to use photos of my project for promotion and training. To Opt Out, please check here [].

Please sign one copy and return with 50% down payment. We will then proceed with obtaining an estimated project start date. You will be notified with the start date and updated as project start date approaches.

Everett's:



**EVERETT'S LANDSCAPE
MANAGEMENT, INC.**

Customer
Signature: _____

Gaines Charter Township

Date: _____

March 16, 2026

Date: _____

Financing Available!

LOW MONTHLY PAYMENT

Traditional Installment Loan*

Credit Dependent Interest Rate as low as 8.99% APR

**

\$2,000 to \$70,000





MEMO

Staff Communication

DATE: April 29, 2026
TO: Gaines Charter Township Board of Trustees
FROM: Rod Weersing, Township Manager
RE: Jake's Fireworks Temporary Stand Request

SUMMARY:

Jake's Fireworks, which operated a temporary fireworks stand in the Township in 2024, has requested authorization to operate a temporary fireworks stand again this year. The company has executed a lease agreement with Russ' Restaurant for use of the southwest corner of the restaurant's parking lot. The lease term allows for the sale of fireworks from June 9, 2026, through July 9, 2026.

No issues were reported regarding the sale and distribution of fireworks at this location in 2024. The Fire Marshal has reviewed the attached materials and has indicated no objections to the Township Board granting this request. The Fire Marshal is familiar with the company and has worked with it previously. An inspection of the premises will be required following completion of the setup.

FINANCIAL IMPACT:

No financial impact is anticipated at this time.

BUDGET ACTION REQUIRED:

No budget action is required at this time.

STAFF RECOMMENDATION:

Staff recommends that the Township Board approve the request to operate a temporary fireworks stand.

Lease Agreement

THIS AGREEMENT, made and entered into this February 6, 2026, by and between **Russ' Restaurants**, hereinafter referred to as LESSOR, and **Jake's Fireworks, Inc**, hereinafter referred to as LESSEE.

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

6444 Division Ave S
Grand Rapids, MI 49548

for the purpose of selling and distributing fireworks for the period of June 9, 2026, through July 9, 2026; provided, however, LESSEE shall be allowed to erect and remove his equipment on and from the premises within a reasonable period prior to and following the lease period.

LESSEE AGREES:

1. To pay LESSOR, as rent on the above-described premises, the sum of **\$5000, and \$400 gift certificate** to be paid after signing.
2. To operate his business on the leased premises in a lawful manner and in full compliance with applicable laws and regulations.
3. To remove all trash, debris, and rubbish that shall have been caused to be place thereon by LESSEE's operations.
4. To accept liability for any damages that occur on the property from the initial set up until the site is returned to its original condition, including the patching of asphalt due to tent tie downs.
5. Allow the presence of a Jake's Fireworks banner to hang on the side of tent, for the above stated time.

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

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

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

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

Jake's Fireworks will provide a certificate of insurance on or before June 10, 2026.

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

Signed by:

Jeff Dault

C144D697CF824EB

Lessor

DocuSigned by:

Nicole Blair

B21DD6AC80234D9

Jake's Fireworks, Inc

1816

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

19032026

Jake Marietta
JASON MARIETTA
1500 E. 27th Terrace
Pittsburg KS 66762

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

FUTURE CONTACTS:
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE
OR ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS BY EMAILING

YOUR LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE.

GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
Michigan Department of Licensing and Regulatory Affairs

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

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

Jake Marietta
Jake's Fireworks
6444 DIVISION AVE
GRAND RAPIDS MI 49548

Certificate Number
CT02769

Expiration Date:
04/30/2027

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

SITE PLAN

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

Minimum Separation Distances as shown in plan below:

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

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

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

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

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

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



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

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

*nearest gas station over 50' away

*no flammable gas bulk dispenser within 300ft



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2026

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101	
INSURED Jake's Fireworks Inc. 1500 E 27th Terr. Pittsburg KS 66762	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Palomar Excess and Surplus Insurance Company	16754
	INSURER B: Allianz Global Corporate & Specialty SE	
	INSURER C: Lexington Insurance Company	19437
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 631001155**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC	Y	AESPLMR-GL-26-00047	2/15/2026	2/15/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTIONS ☐		25ABEX0323	2/15/2026	2/15/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☒ N/A					WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2		012147977	2/15/2026	2/15/2027	Each Occ/ Aggregate Total Limits \$4,000,000 \$10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. sales location: 6444 Division Ave Grand Rapids, MI 49548. Land Owner:: Russ' Holding Corporation 390 E 8th Street Holland, MI 49423
The certificate holder and the above listed are additional insureds with respects to general liability policy as required by written policy.

CERTIFICATE HOLDER**CANCELLATION**

Jakes Fireworks, INC 1500 E 27th Terracve Pittsburg KS 66762 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



Sales Tax License

Michigan Department of Treasury
Business Taxpayer Services
P.O. Box 30778
Lansing, MI 48909
www.michigan.gov/taxes

JAKES FIREWORKS INC
1500 E 27TH TER
PITTSBURG, KS 66762-2757

Notice Date:	November 22, 2025
Account Number:	48-0980804
Letter ID:	10044736132
Contact Us:	517-636-6925

Below is your Sales Tax License. The licensee is required to ensure the sales tax license is displayed or readily available on premises. Treasury will no longer be mailing multiple licenses for businesses with more than one location. To obtain another Sales Tax License and 24/7 access to your business information please visit mto.treasury.michigan.gov.

The account number on the sales tax license is your business Federal Employer Identification Number (FEIN). If you do not have an FEIN, Treasury has assigned you a 9-character account number beginning with "TR".

You must notify the Michigan Department of Treasury of any changes to your business ownership, address or FEIN. To update any existing business information please visit Michigan Treasury Online (MTO) at mto.treasury.michigan.gov.

Note: The expiration date for the sales tax license coincides with the calendar year it is issued for.

CUT ALONG THIS LINE

164 (Rev. 4-19)

STATE OF MICHIGAN

DEPARTMENT OF TREASURY

Sales Tax License

JAKES FIREWORKS INC
1500 E 27TH TER
PITTSBURG, KS 66762-2757



Account Number: 48-0980804
Expiration Date: December 31, 2026

Issued under authority of P.A. 167 of 1933, as amended.



CERTIFICATE OF FLAME RESISTANCE



WEISER TENT SERVICE
10 N. INDUSTRIAL DRIVE
MONETT MO 65708

F/R TENT TOP

This is to certify that the materials described below have been flame-retardant treated
(or are inherently nonflammable)

Description - 61" 14oz "F/R" Tent Top/"Gloss" Finish
Colors - White, Royal, Red, Green, Yellow, Sand, Black, Pink, Orange, Purple

Certification is hereby made that:

The articles described on this certificate have been made from a flame-resistant fabric,
Registered and approved by the California State Fire Marshal, equal to or exceeds CSFM,
NFPA 701 - Test 1 (Small Scale, NFPA 701 - Test 2 (Large Scale, CPAI-84, & NYC MEA

The Flame Retardant Process Used WILL NOT be Removed by Washing
And Is Effective For the Life of the Fabric

Seattle Textile - F-14501
John Boyle - F-102.4
California Combining - F-419.01
DAF - F-59301
Shelter Rite - F-MVSS302
Lark International - F-92801



www.gainestownship.org

MEMO

Staff Communication – ACTION REQUIRED

DATE: May 4, 2026
TO: Gaines Charter Township Board of Trustees
FROM: Rod Weersing, Township Manager
RE: METRO Act Right of Way Permit Extension

SUMMARY:

Uniti has requested an extension of the existing METRO Act Permit issued by Gaines Charter Township and Windstream Norlight LLC (formerly Norlight Telecommunications).

The request is to extend the term thru June 30, 2030. A copy of the previous extension approval is (2015) is attached.

FINANCIAL IMPACT:

No financial impact will be incurred by the Township.

BUDGET ACTION REQUIRED:

No budget action is required.

STAFF RECOMMENDATION:

Staff recommends the Board of Trustees approve this extension request.



METRO ACT RIGHT OF WAY PERMIT EXTENSION

April 26, 2026

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

Dear Mr. Brew,

This is a letter agreement which extends the existing METRO Act Permit issued by Gaines Township, a Michigan municipal corporation, located at 8555 Kalamazoo Ave. SE, Caledonia, MI 49316, to Windstream Norlight, LLC, formerly Norlight Telecommunications, Inc., with corporate offices located at 4005 Rodney Parham Road, Little Rock, AR 72212, which expired on June 30, 2025. The extension is for a term to end on June 30, 2030.

If this is agreeable, please sign this extension letter agreement in the place provided below and email to Michelle Junk-Yauslin at michelle.junk-yauslin@uniti.com .

If you have any questions, please feel free to contact Michelle via email or at 319-241-3017 or Eshe via email at eshe.obaro@uniti.com.

Agreed to by and on behalf of
Gaines Charter Township

By: _____

Its: _____

Date: _____

Agreed to by and on behalf of
Windstream Norlight, LLC

By: _____

Its: _____

Date: _____



8555 Kalamazoo Ave. SE
Caledonia, MI 49316

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

April 23, 2015

Mr. Autry Meeker
11101 Anderson Drive
Little Rock, AR 72212

Re: METRO Act Permits for Windstream Norlight and McLeodUSA Telecommunications Services

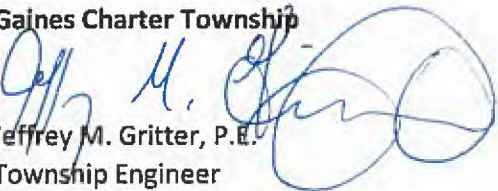
Dear Mr. Meeker,

Please find enclosed signed copies of the METRO Act Permits that you applied for on behalf of Windstream Norlight and McLeodUSA. The term of both permits is from June 30, 2015 to June 30, 2020.

If you have any questions or need anything further please contact me.

Sincerely,

Gaines Charter Township


Jeffrey M. Gritter, P.E.
Township Engineer



Autry L. Meeker

Sr. Analyst, OSP Engineering
Easements, Franchises, ROWs
Windstream Communications, Inc.
11101 Anderson Drive
Little Rock, AR 72212
P: 501-748-5234
autry.meeker@windstream.com

METRO ACT RIGHT OF WAY PERMIT EXTENSION

(4/9/15)

Jeff Gritter – P.E., Township Engineer
Gaines Charter Township
8555 Kalamazoo Avenue, SE
Caledonia, MI 49316

Dear Mr. Gritter,

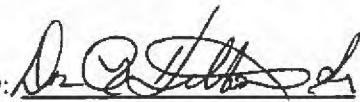
This is a letter agreement which extends the existing METRO Act Permit issued by The Gaines Charter Township, a Michigan municipal corporation, located at 8555 Kalamazoo Avenue SE, Caledonia, Michigan 49316, to McLeodUSA Telecommunications Services, L.L.C. ("McLeodUSA") an Iowa corporation, with Corporate offices located at 4001 Rodney Parham Road, Little Rock, AR 72212, which expires on June 30, 2015. The extension is for a term to end on June 30, 2020.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to McLeodUSA, Attention Franchise/ROW, 11101 Anderson Drive, Little Rock, AR 72212. Upon receipt, we will acknowledge and return one copy for your files.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions, please feel free to contact Stacy Light via email, Stacy.M.Light@windstream.com, or (501) 748-7538, or myself via contact information at upper left of this letter.

Agreed to by and on behalf of the
(Gaines Charter Township, MI)

By: 

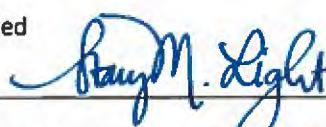
Signature

Its: Supervisor

Date: 4/22/2015

McLeodUSA Telecommunications Services, L.L.C.
acknowledges receipt of this Permit Extension

Granted

By: 

Stacy M. Light – Manager OSP Engineering

Its: METRO Act Administrator

Date: 4/8/15

Gaines Charter Township
Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By

McLeodUSA Telecommunications Services, L.L.C.

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

- 1.1 Date: 3/17/15
- 1.2 Applicant's legal name: McLeodUSA Telecommunications Services, L.L.C.
Mailing Address: Attn: Franchises & Easements
11101 Anderson Drive
Little Rock, AR 72212
- Telephone Number: 501.748.5234
Fax Number: 330.486.4315
Corporate website: www.windstream.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Stacy M. Light - Manager-OSP Engineering
Mailing Address: Autry I. Meeker - Sr Analyst - Engineering
11101 Anderson Drive
Little Rock, AR 72212

Telephone Number: 501 748 5234
Fax Number: 330 486 4315
E-mail Address: autry.meeker@windstream.com

1.3 Type of Entity: (Check one of the following)

- ☐ Corporation
☐ General Partnership
☐ Limited Partnership
☒ Limited Liability Company
☐ Individual
☐ Other, please describe: _____

1.4 Assumed name for doing business, if any: _____

1.5 Description of Entity: CLEC licensed in the State of Michigan

1.5.1 Jurisdiction of incorporation/formation; Iowa

1.5.2 Date of incorporation/formation; 7/26/1993

1.5.3 If a subsidiary, name of ultimate parent company; Windstream Communications, LLC

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities). Anthony W. Thomas - President/CEO

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. See www.windstream.com ✓

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: n/a

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No ☒ X

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No **X**

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain. We are a Basic Local Exchange Provider Licensed in Michigan.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

Applicant is a CLEC in the state of Michigan.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain. LARA Registration. List of Exchange Service Providers Licensed In Michigan.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways. Aerial and underground fibers and facilities necessary for the provision of business and residential retail telecommunications.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way). Map attached.

2.4 Please provide an anticipated or actual construction schedule. Facilities already constructed.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. McLeodUSA Telecommunications Services, LLC

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent

telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant. Facilities are already installed. Contact information attached.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

- 3.1 Address of Applicant's nearest local office; Contact Info attached.
- 3.2 Location of all records and engineering drawings, if not at local office; Contact info attached.
- 3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system; Contact info attached.
- 3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following: Certificate of Liability Insurance attached.
 - 3.4.1 Worker's compensation;
 - 3.4.2 Commercial general liability, including at least:
 - 3.4.2.1 Combined overall limits;
 - 3.4.2.2 Combined single limit for each occurrence of bodily injury;
 - 3.4.2.3 Personal injury;
 - 3.4.2.4 Property damage;
 - 3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;
 - 3.4.2.6 Independent contractor liability;
 - 3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);
 - 3.4.2.8 Environmental contamination;
 - 3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.
- 3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways. Construction already complete.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

April 22, 2015
Date

NAME OF ENTITY ("APPLICANT")

Gaines Charter Township

By [Signature]
Type or Print Name: DON R. HILTON Sr.

Supervisor
Title

S:\metroapplicationform.doc

RIGHT OF WAY CONSENT AGREEMENT

McLeodUSA
Incorporated and
its subsidiaries
including

THIS AGREEMENT is entered into this 30th day of June, 2000,
by and between GAINES CHARTER TOWNSHIP, a Michigan charter township, of
1685 68th Street, SE, P.O. Box 8876, Grand Rapids, Michigan 49508 ("Township"), and BRE
COMMUNICATIONS, LLC, d/b/a McLeod USA, of 4444 West Bristol Road, Flint, Michigan
48507 ("Company").

(collectively the

PREMISES

RK [Signature]

A. The Company desires to place certain fiber-optic cable ("cable") within the Township right-of-way along East Paris Avenue SE between 60th Street SE and 68th Street SE as set forth in Exhibit A.

B. The Company is required by Article 7, Section 29 of the Michigan Constitution of 1963, Mich. Comp. Laws Ann. §247.183 and Ordinance No. 99-May-10 Supp. of the Ordinances of the Charter Township of Gaines, as amended, to obtain consent from the Township to the placement of cable within public rights-of-way, subject to compliance by the Company with all conditions and regulations imposed by the Township or other governmental agency.

C. Section 2 of Ordinance No. 99-May-10 Supp. of the Ordinances of the Charter Township of Gaines authorizes the Township and a Telecommunications Provider to enter into a consent agreement which, for purposes of Ordinance No. 99-May-10 Supp., as amended, satisfies the requirement to obtain a permit to place cable within the public rights-of-way.

TERMS AND CONDITIONS

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Permission Granted. The Company may install a fiber-optic cable on existing Consumer's Energy poles along the public right-of-way abutting East Paris Avenue SE between 60th Street SE and 68th Street SE as set forth on Exhibit A, subject to the terms and conditions of this Agreement and the further exercise of the Township's regulatory power protecting the public health, safety and welfare, for a term of fifteen (15) years. This Agreement is renewable with the written consent of the Township.

2. Right-of-Way Construction Access. Because the parties desire predictability and certainty for budgeting and other purposes and because the actual costs of maintaining rights-of-way is difficult to accurately ascertain and varies from time-to-time, the Company agrees to pay the Township and the Township agrees to accept from the Company the following amounts for use of the Township's rights-of-way as provided in this Agreement:

(a) Before commencing construction, a one-time payment of the expenses actually incurred by the Township to prepare, approve and implement this Agreement, to have the Township's engineers review the plans and specifications for the work to be performed by the Company, to review financial and other data about the Company and to undertake and complete other tasks as may be reasonably needed to complete and implement this Agreement, which amount shall not exceed \$2,000; and

(b) Annually, in advance by December 1, Forty Cents (\$0.40) per lineal foot of underground or aerial fiber-optic cable constructed or to be constructed under or over the roads, bridges, streets, public rights-of-way and easements in the Township, as shown on Exhibit A; and

(c) The fees required by any ordinance, rule or regulation, including, without limitation, fees for inspection of the work to be performed by the Company pursuant to its rights under this Agreement.

3. **Permitted Uses.** The Company may use the fiber-optic cable installed pursuant to this Agreement to provide local and long distance telephone service and not to provide any other service to any other user within the Township, or otherwise transact local business in the Township. If the Company wishes to provide services other than local and long distance telephone service, additional consents or permits from the Township shall be required.

4. **Binding Effect.** It is the intent of the parties that this Agreement shall apply to the Company's use of the public rights-of-way during the term of this Agreement and shall remain binding upon the parties regardless of any change in federal or state law, rule or regulation that occurs after the parties' execution of this Agreement. The parties acknowledge and agree that the terms and conditions of this Agreement shall not be considered evidence of past practice, bargaining history, or otherwise precedential for purposes of negotiations of any subsequent agreements.

5. **Conditions of Street Occupancy.** The Company shall not engage in any construction in any street, highway or public right-of-way without first obtaining permits as required under the Ordinances of the Charter Township of Gaines, as amended, with respect to the installation of fiber-optic cables within the public right-of-way as well as any permission that may be required from the Kent County Road Commission or the Michigan Department of Transportation.

6. **Technical and Construction Standards.** The Company shall construct, install and maintain its fiber-optic cable in a manner consistent and in compliance with requirements of a permittee under Ordinance No. 99-May-10 Supp. of the Ordinances of the Charter Township of Gaines, copies of which are attached as Exhibit B and incorporated by reference.

7. Transfer of Rights. Except to another entity which is a parent or subsidiary of BRE Communications, LLC, d/b/a McLeod USA, the Company may not and shall not assign or transfer any of the Company's rights, privileges, duties or obligations under this Agreement, in whole or in part, voluntarily, involuntarily or by operation of law, including by merger or consolidation or by other means, nor shall there be a transfer of Control of the Company or its business, without the prior written consent of the Township, which consent shall not be unreasonably withheld. The Company shall reimburse the Township for reasonable, actual costs incurred by the Township to review a request by the Company for consent to an assignment or transfer of the Agreement or a transfer of Control of the Company or its business. If an assignment or transfer is approved by the Township, the terms and conditions of this Agreement shall be binding upon the successors and assigns of the Company. For purposes of this Section 7, "Control" shall have the meaning contained in Section 4 of Ordinance No. 99-May-10 Supp.

8. Removal.

(a) Upon expiration of the Agreement, if the Agreement is not renewed, the Company may remove any underground cable from the public rights-of-way which has been installed in such a manner that it can be removed without trenching or other opening of the streets, roads, or other public rights-of-way along the extension of cable to be removed. The Company shall not remove any underground cable or conduit which requires trenching or other opening of the streets, roads, or other public rights-off-way, except as provided in this Section 8. The Company shall remove, at its sole cost and expense, any underground cable or conduit by trenching or opening which is ordered to be removed by the Township based upon a determination, in the sole discretion of the Township, that removal is required in order to eliminate or prevent a hazardous condition or promote future utilization of the streets, roads, or other public rights-of-way for public purposes. The Company shall file written notice with the Township Clerk not later than thirty (30) calendar days following the date of expiration or termination of the Agreement of its intention to remove cable, and a schedule for removal by location. The schedule and timing of removal shall be subject to approval and regulation by the Township. Underground cable and conduit in the streets, roads, and public rights-of-way which is not removed shall be deemed abandoned and title shall be vested in the Township.

(b) Upon expiration, termination or revocation of this Agreement, if the Agreement is not renewed, the Company, at its sole expense, shall, unless relieved of the obligation by the Township, remove from the streets, roads, and public rights-of-way all above-ground elements of the cable, including, but not limited to, pedestal-mounted terminal boxes and lines attached to or suspended from poles, which are not acquired by the Township or its assignee. If the Township consents to abandonment of facilities in place, the Company shall transfer title to the Township.

(c) The Company shall apply for and obtain such encroachment permits, licenses, authorizations or other approvals and pay such fees and deposit such security as

required by applicable laws, ordinances, rules or regulations of the Township and other governmental entities of competent jurisdiction, shall conduct and complete the work of removal in compliance with all such applicable law or ordinances, and shall restore the streets, roads, and public rights-of-way to the same condition they were in before the work of removal commenced. The work of removal shall be completed not later than twelve (12) months after the termination of this Agreement.

9. No Township Liability; Indemnification.

(a) Township Not Liable. The Township, and its officers, agents, elected or appointed officials, employees, departments, boards, and commissions, shall not be liable to the Company or to its affiliates or customers for any interference with or disruption in the operation of the Company's system, lines or equipment or the provision of any of the Company's services, or for any damages arising out of the Company's use of the public rights-of-way.

(b) Indemnification. The Company shall defend, indemnify, protect, and hold harmless the Township, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of the Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent of the fault of the Company, its officers, agents, employees, contractors, successors, or assigns.

10. Insurance. The Company and any of the Company's contractors shall comply with the insurance requirements for permittees under Section 12 of Ordinance No. 99-May-10 Supp.

11. Liquidated Damages. Except in emergencies where a more immediate cure is needed, the Township shall provide the Company thirty (30) calendar days within which to cure any breach of this Agreement. If the Company fails to cure any breach of this Agreement within the provided time for such cure, the Company shall pay the Township liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day for each day or portion of a day that such breach is not cured. Such liquidated damages shall be in addition to any other remedy to which the Township may be entitled and shall compensate the Township, in part, for those damages which are difficult to quantify but which the parties agree the Township will suffer as a result of any breach of this Agreement.

12. Notices. All notices required by this Agreement shall be deemed given by depositing them in the United States Mail, first class, and addressed to:

Township:

Gaines Charter Township
P.O. Box 8076
Grand Rapids, Michigan 49518-7087

and

Mr. John M. Huff
Township Attorney
Bridgewater Place
333 Bridge Street, N.W., Suite 800
Grand Rapids, Michigan 49504-5630

Company:

BRE Communications, LLC d/b/a McLeod USA
Attn: Legal Department
6400 C Street SW
P.O. Box 3177
Cedar Rapids, Iowa 62406

13. Effective Date. This Agreement shall take effect upon execution by the Township of Gaines, Michigan.

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

McLeod USA Incorporated and
BRE COMMUNICATIONS, LLC, d/b/a
McLeod USA

GAINES CHARTER TOWNSHIP, a
Michigan charter township

By *Randall E. Rings*

By *Donald J. Hilton*

APPROVED *VL Their* Randall E. Rings
Vice President, General
Counsel and Secretary

Donald Hilton, Supervisor

By _____

Law Group
Date *6/2/00*

Crystal Osterink, Clerk

Dated: *June 30, 2000*

Dated: *Crystal Osterink*

9/5/2000

96943.01

MEMO

Staff Communication – ACTION REQUIRED

DATE: April 29, 2026
TO: Gaines Charter Township Board of Trustees
FROM: Rod Weersing, Township Manager
RE: Warning Siren Upgrade

SUMMARY:

Kent County Emergency Management has been evaluating an upgrade to the countywide warning siren system for the past several years. The Fire Chief was recently notified that the upgrade is scheduled to be implemented later this year. This upgrade will enable the siren system to be activated by locally affected areas. Accordingly, if a tornado were to touch down in Cedar Springs, the warning sirens within Gaines Charter Township would not be activated.

To fully utilize these upgrades, certain work must be completed on the Township's existing siren components. The estimate provided by West Shore Services, Inc. to perform this work is \$22,910.00. However, the contractor will not be able to determine whether a transformer is required until work is underway. If needed, the transformer and installation would cost \$4,556 for each cabinet. Staff requests that the Township Board approve an expenditure of up to \$33,000 for this upgrade to accommodate the possible need for transformers in each cabinet.

FINANCIAL IMPACT:

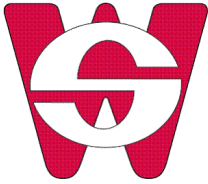
Up to \$33,000.00.

BUDGET ACTION REQUIRED:

No budget action is required at this time; however, a year-end adjustment may be necessary.

STAFF RECOMMENDATION:

Staff recommends that the Township Board approve an expenditure of up to \$33,000 to complete the upgrade of the Township's warning siren system.



West Shore Services, Inc.

6620 Lake Michigan Dr.
PO Box 188
Allendale, MI 49401

Phone: 616-895-4347
Fax: 616-895-7158

QUOTE

Date	Quote #
4/22/2026	6659

Name / Address

GAINES TOWNSHIP FIRE DEPARTMENT
CHIEF KEN VAN HALL
8555 KALAMAZOO AVE SE
CALEDONIA, MI 49316

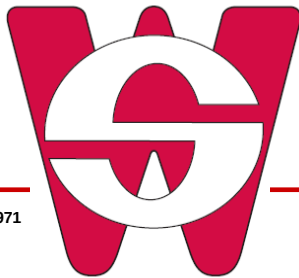
Terms

Net 30

Project Name

KENT COUNTY SIREN UPGRADE

Item	Description	Qty	Rate	Total
DCFCTBDH	GAINES CHARTER TOWNSHIP CNTRL, DIGITAL, 150-174 MHZ	2	9,420.00	18,840.00
AMB-P	ANTENNA MOUNTING BRACKET, POLE	2	125.00	250.00
OMNI-4	ANTENNA, 152-156MHZ VHF	2	510.00	1,020.00
TK-I-DCCTR-Z2	DCFC/UV Cntr Install, 4 Batt, Site Opt, Z2	2	1,400.00	2,800.00
	OPTIONS-IF NECESSARY			
2001TRBP	TRANSFORMER RECTIFIER PLUS	0	3,456.00	0.00
ES-LABOR	LABOR TO INSTALL 2001TRBP	0	1,100.00	0.00
Terms	Please note: Attached Sales Agreement Terms and Conditions apply. Sales tax and Shipping not included unless otherwise shown. Electrical service by others unless otherwise quoted. Required permits and/or licenses are the responsibility of others. WSS is not responsible for rock drilling or differing site conditions; if discovered extra charges will apply. Package Price – Line item price not available separately and/or for lesser quantities. In case of scope or quantity changes, West Shore reserves the right to modify quote.			0.00
			Subtotal	\$22,910.00
			Sales Tax (0.0%)	\$0.00
			Total	\$22,910.00



Est. 1971

West Shore Services, Inc.

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401

Phone: 616-895-4347 Fax: 616-895-7158

SALES AGREEMENT

Agreement. This agreement (the "Agreement") between West Shore Services, Inc. ("WSS") and Buyer for the sale of the products and services described in WSS's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between WSS and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of WSS and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by WSS or upon WSS's written consent. WSS objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to WSS unless specifically agreed to by WSS in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant, or explain this Agreement, shall not be binding on WSS. This Agreement shall be for the benefit of WSS and Buyer only and not for the benefit of any other person.

Termination. This Agreement may be terminated only upon WSS's written consent. IF WSS shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by WSS, shall pay termination charges based upon expenses and costs incurred in the assembly of its products on in the performance of the services to the date such termination is accepted by WSS including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, WSS shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

Price/Shipping/Payment. Depending on product purchased, prices are F.O.B. UNIVERSITY PARK, IL and/or ALLENDALE, MI. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of WSS, and Buyer shall pay for each such shipment separately. WSS may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. WSS will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by WSS are due 30 days from date of invoice, except that payment terms for turn-key sales of products and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

Risk of Loss. The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by WSS to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

Hold Harmless. Buyer, shall hold WSS harmless from and shall indemnify WSS against any claim, liability, loss or damage, including the attendant costs of litigation, arising out of or directly related to any contract entered into with a customer of the Buyer or potential customer, provided expressly that the claim, liability, loss or damage is caused by or directly related to: (i) the use of the Products; (ii) the Services provided by the Buyer; (iii) any act or omission of the Buyer related to any claim of infringement of any intellectual property rights of third parties; and (iv) for any violation by the Buyer of any laws or applicable regulations governing the use or sale of the Products or Services of the Buyer, which is brought against WSS relating to the activities of WSS contemplated by this Agreement. This provision shall apply ONLY if Buyer is notified of such matter described herein by the WSS within five (5) business days of WSS's notice of such matter, regardless of form of notice or knowledge. Buyer reserves all rights to directly defend itself in any such proceedings, and shall have the absolute right to direct the defense of WSS with respect thereto.

WSS shall hold the Buyer harmless and shall save, defend and indemnify the Buyer against any and all claims, demands, liabilities, suits and other proceedings, including any resulting costs of defense and damages, which arise out of or occur as a result from the conduct of WSS, including, but not limited to, misrepresentations regarding the Products or Services provided by WSS, breach of contract, breach of his duties hereunder and engaging in misleading or deceptive sales practices. WSS shall have the absolute right to direct and control its defense of any such matter arising as a result of the same.

Taxes. Price quotes by WSS do not include taxes. Buyer shall pay WSS, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by WSS from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to WSS before the date of the invoice.

Delivery. Although WSS shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by WSS of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

Returns. Buyer may return shipped product to WSS only upon WSS's prior written consent (such consent to be in the sole discretion of WSS) and upon terms specified by WSS, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by WSS. Agents of WSS are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

Inspection. Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in WSS's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by WSS within 30 days of Buyer's receipt of the product or WSS's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

Limited Warranty. WSS warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from the delivery to Buyer (one-year for informers and all software products, five years of 2001 & ECLIPSE Series siren head). During this warranty WSS will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. WSS will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than WSS's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, not to units with problems due to service or modification by other than a WSS warranty service center. WSS will provide on-site warranty service during the first 60 days after the completion of the installation when WSS has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Remedies and Limitations of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL WSS BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL WSS'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OF THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

Patents. WSS shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person or infringement of any United States Patent by product manufactured by WSS, but if Buyer furnished product of system design specifications to WSS, Buyer shall hold WSS harmless against any infringement claim consisting of the use of product manufactured by WSS in accordance with Buyer's products or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by WSS is held to infringe any patent and its use is enjoined by any competent court of law, WSS, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product, either by suspension of the injunction, by securing for Buyer, a license or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. WSS makes no warranty that its product will be delivered free of a valid claim by a third person of infringement of the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

Assignment and Delegation. Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without WSS's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

Severability. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Installation. Installation shall be by Buyer unless otherwise specifically agreed to in writing by WSS.

Governing Law and Limitations. This Agreement shall be governed by the laws of the State of Michigan. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state of federal courts in Kent or Ottawa County, Michigan. Whenever a term defined by the Uniform Commercial Code as adopted in Michigan is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action had accrued.

Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation to work from and to store equipment overnight.

Installation Methods & Materials. Installation is based on methods and specifications designed and intended by WSS to meet or exceed all national, state, and local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

Radio Frequency Interference. WSS is not responsible for RF transmission and reception affected by system interference beyond its control.

Installation Site Approval. Buyer must provide signed documentation to WSS such as the "WARNING SITE SURVEY" or a document with the equivalent information, that WSS is authorized to commence installation at the site designated by Buyer before WSS will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by WSS for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by WSS. All indoor installations assume AC power is available with 10 feet of the installation location.

Permits & Easements. Unless specifically quoted, buyer is responsible for obtaining all required easements and/or permits, along with any fees required for installation.

Soil Conditions Clause. In the event of poor site conditions including but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet manufacturers specifications, WSS will direct installation crews to attempt pole installation for a maximum of two (2) hours. Buyer approval will be sought when pole installation exceeds two (2) hours and WSS cannot obtain approval in a timely manner to proceed with extra work.

Contaminated Sites. WSS is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. WSS will not knowingly approve installation at any site containing contaminants. Buyer must inform WSS when known or suspected soil contaminants exist at any intended installation site.

Site Cleanup. Basic installation site cleanup include installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

Safety Requirements & Compliance. WSS requires that all employees and subcontractors follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of WSS equipment. Additional safety compliance requirements by Buyer, such as, but not limited to, additional training or testing, may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

Project Delays. WSS shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of WSS, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond WSS's reasonable control, whether similar or dissimilar to the foregoing.



www.gainestownship.org

MEMO

Staff Communication – ACTION REQUIRED

DATE: May 4, 2026
TO: Gaines Charter Township Board of Trustees
FROM: Rod Weersing, Township Manager
RE: Road Closure Request – Little Firecracker Parade

SUMMARY:

Staff received a request to close several streets for the 6th annual Little Firecracker (kids) Parade.

Coordinators would like to hold the parade July 5, 2026, between 11:30AM and 1:30PM. A map of the proposed road closures is attached (note this is the same route as years past). An alternative rain date has not been set.

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

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

FINANCIAL IMPACT:

No financial impact will be incurred by the Township.

BUDGET ACTION REQUIRED:

No budget action will be required.

STAFF RECOMMENDATION:

Staff recommends the Board approves the road closure request.

Little Firecracker parade route





Vriesman
& Korhorn

May 4, 2026
1037

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

RE: Brewer Park PUD - Water/Sewer Development Contract

Dear Tracy:

Enclosed is the Water/Sewer Development Contract for the Brewer Park PUD apartment project. The Water/Sewer Development Contract details the project which includes the extension of 1,667 feet of 8-inch sanitary sewer and 3,475 feet of 8-inch watermain to provide public utility service to 187 apartment units and 14,316 sqft of commercial space (equivalent to 12.9 residential units).

The watermain availability fee for the frontage on Division Avenue was paid by the previous landowner along with two water trunkage units. No oversized watermain or watermain eligible for payback is included with the development.

The sanitary sewer availability fee for 912 ft of frontage on an existing sanitary sewer is due in the amount of \$103,204.40 (based on 2026 fee schedule) and should be paid prior to issuing any sewer connection permits by the Township.

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

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

Sincerely,

Vriesman & Korhorn

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

Jeffrey M. Gritter, P.E.

JMG/nfb

Encl.

**WATER AND/OR SEWER
DEVELOPMENT CONTRACT**

CONTRACT FACE PAGES

I. PARTIES

A. DEVELOPER (the “Developer”):

8190SD, LLC Attn: Dan Hibma

1701 Porter Street, Wyoming, MI 49509

Limited Liability Company

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

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

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

The Development consists of the following:

Public sewer and watermain extension to serve the Brewer Park PUD Apartment
development.

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

This project includes the following Sanitary sewer:

-512 lin. ft. of 8-inch sanitary sewer in public utility easement in Pearl Lane from Onyx
Crossing to the East.

-556 lin. ft. of 8-inch sanitary sewer in public utility easement in Onyx Crossing from Pearl
Lane to the north.

-599 lin. ft. of 8-inch sanitary sewer in public utility easement in Brewer Park View Lane
from an existing 12” sewer located south of Pearl Lane, extended to the north and west.

The project includes the following Watermain:

-990 Lin. Ft. of 8” watermain in public easement (Pearl Lane, Pvt.) from an existing 16”
watermain in Division Avenue, 1320’ south of 84th Street to Garnet Drive (Pvt.)

-460 Lin. Ft. of 8" watermain in public easement (Onyx Crossing, Pvt.) from Pearl Lane, Pvt. To Garnet Drive (Pvt.)

-755 Lin. Ft. of 8" watermain in public easement (Brewer Park View Lane, Pvt.) from Onyx Crossing, Pvt. To Pearl Lane (Pvt.)

-1085 Lin. Ft. of 8" watermain in public easement (Garnet Drive, Pvt.) from Onyx Crossing, Pvt. To Pearl Lane (Pvt.)

-185 Lin. Ft. of 8" watermain in public easement from Garnet Drive, Pvt. 490' east of Division to the north.

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

IV. **PROJECT COMPLETION DATE** (the "Completion Date"): December 2026

V. **IRREVOCABLE LETTER OF CREDIT**

A. Required prior to commencement of construction:

YES _____ NO X

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

VI. **WATER AVAILABILITY FEE**

A. Basis of Water Availability: Water Availability Fees for the project's frontage on the Division Avenue frontage; 595.84 ft. have been paid in full.

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

C. Payment Terms: N/A

VII. **WATER TRUNKAGE FEE**

A. Basis of Water Trunkage Fee: The Water Trunkage Fee is based on the number of residential units in the proposed residential apartment buildings and all applicable provisions & requirements of the Township's Water and Sewer Ordinance and the Township's current fee schedule. This project includes 187 residential units plus 14,316 sqft of commercial space with is equivalent to 12.9 residential units. The current water trunkage fee established by Ordinance and Resolution is \$805.00 per unit for 2026 and is subject to change without notice. Two (2) residential trunkage

units have been paid and these two trunkage units shall be given as a credit on the first water permit application for a multi-family building.

- B. Amount of Water Trunkage Fee: \$ N/a – see part C
- C. Payment Terms: Payment of the water trunkage fee is due incrementally at the time of the Township water permit issuance and is based on the number of units and/or square footage of commercial space in the building being permitted.

VIII. **WATERMAIN PAYBACK ARRANGEMENTS**

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

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

- A. Basis of Oversizing Payment for Watermain: Developer is not required to oversize any watermain for the Township's water system.
- B. Amount of Oversizing Payment to the Developer: \$ N/a
- C. Payment Terms: N/a

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

X. **SEWER AVAILABILITY FEE**

- A. Basis of Sewer Availability Fee: Sewer Availability Fees are due for the project's frontage on the existing public sanitary sewer located in an easement on the east side of the property; frontage = 912 ft. The first 120 ft of frontage has a base fee of \$11,570.00 and each additional foot of frontage is charged \$115.70 per foot.

- B. Amount of Sewer Availability Fee: \$103,204.40 (\$11,570.00 + 792' * \$115.70)
- C. Payment Terms: Payment of sewer availability fee is due prior to the Township issuing connection permits.

XI. **SEWER TRUNKAGE FEE**

- A. Basis of Sewer Trunkage Fee: The Sewer Trunkage Fee is based on the number of residential units in the proposed residential apartment buildings plus the mixed use buildings and all applicable provisions & requirements of the Township's Water and Sewer Ordinance and the Township's current fee schedule. This project includes 187 residential units plus 14,316 sqft of commercial space with is equivalent to 12.9 residential units. The current sewer trunkage fee established by Ordinance and Resolution is \$1,175.00 per unit for 2026 and is subject to change without notice.
- B. Amount of Sewer Trunkage Fee: \$ N/a – see part C
- C. Payment Terms: Payment of the sewer trunkage fee is due incrementally at the time of the Township sewer permit issuance and is based on the number of units and/or square footage of commercial space in the building being permitted.

XII. **SANITARY SEWER PAYBACK ARRANGEMENTS**

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

XIII. **PAYMENT TO THE DEVELOPER FOR OVERSIZING SANITARY SEWER**

- A. Basis of Oversizing Payment for Sanitary Sewer: N/A – Developer is not required to construct any oversized sanitary sewer as a part of the project.
- B. Amount of Oversizing Payment to the Developer: N/A

C. Payment Terms: N/A

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

XIV. PAYMENT OF PROJECT COSTS

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

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

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

XVI. MISCELLANEOUS

N/A

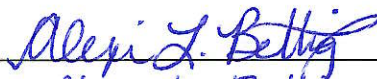
XVII. AGREEMENT OF THE PARTIES:

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

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

(1) 
Randy L. Colson

(2) 
Alexi L. Bellig

DEVELOPER:

By: 
Its: Dan Hibma
Member

By: _____
Its: _____

Dated: _____, 20__

Witnesses:

CHARTER TOWNSHIP OF GAINES:

(1) _____

By: _____

Its: Supervisor

(2) _____

By: _____

Its: Clerk

Dated: _____, 20__

WATER AND/OR SEWER DEVELOPMENT CONTRACT

CONTRACT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

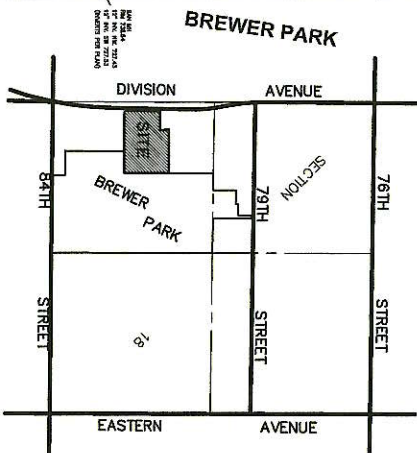
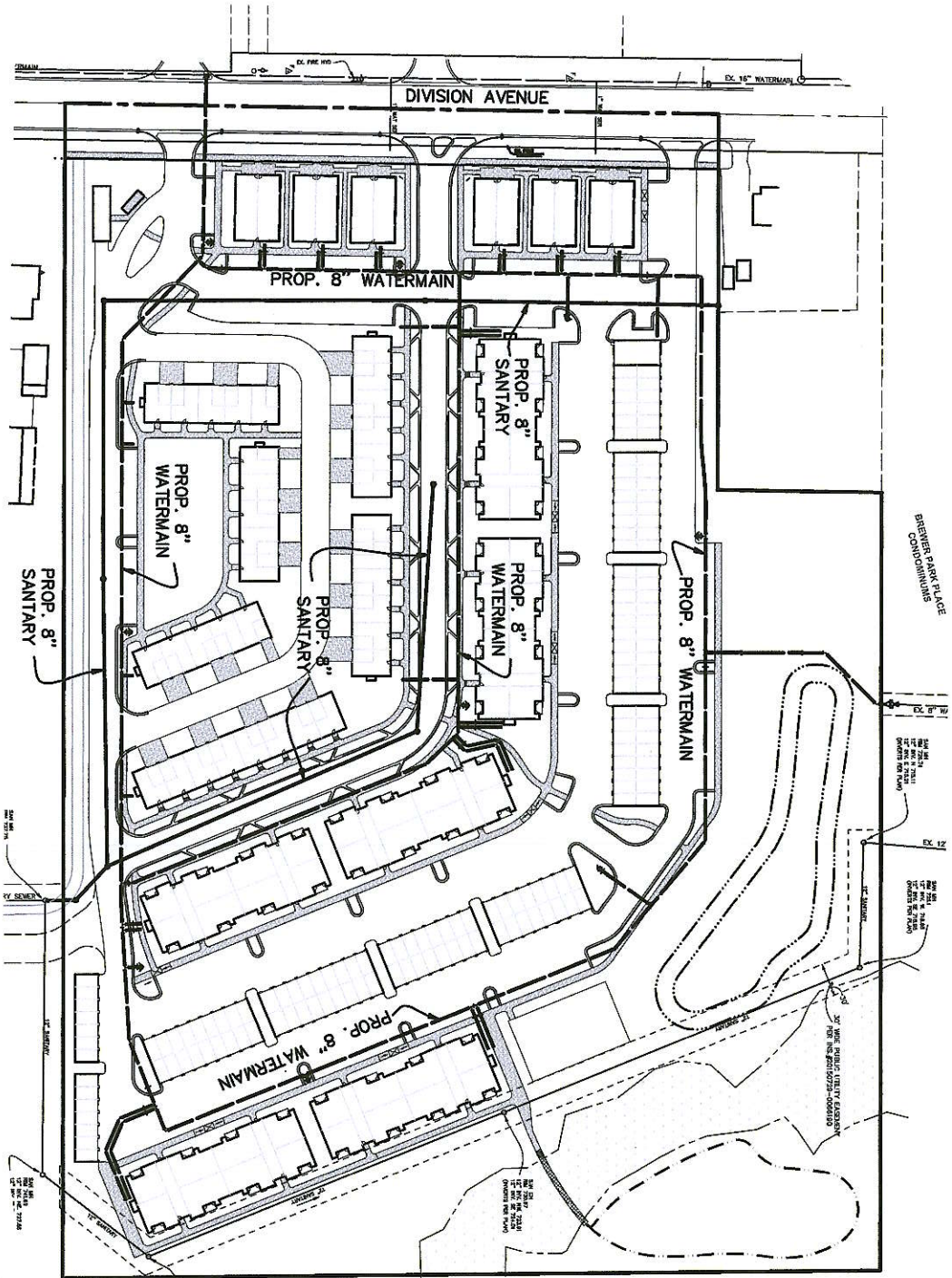
All notices and other documents to be served and transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the Contract Face Pages or such other address or addresses as shall be specified by the parties hereto from time to time and may be served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

[END OF CONTRACT TERMS]

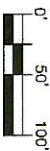
Document2

PLACE 1,673 LIN. FT. OF 8" SANITARY SEWER
PLACE 3,290 LIN. FT. OF 8" WATERMAIN

EXHIBIT "A" OVERALL DEVELOPMENT/UTILITIES MAP



SCALE: 1" = 100'



excel engineering, inc.
planners • engineers • surveyors
5292 Clyde Park, S.W. • Grand Rapids, MI 49509
Phone: (616) 531-3650 www.excelengineering.com

DATE: 01/26/2026
BREWER PARK PUD
LOCATION MAP



Vriesman
& Korhorn

May 5, 2026
0877

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

RE: Amazon Delivery Station - Water/Sewer Development Contract

Dear Tracy:

Enclosed is the Water/Sewer Development Contract for the Amazon Delivery Station project. The Water/Sewer Development Contract details the project which includes the reconstruction of an existing 12-inch watermain to provide public utility service to a 216,018 sqft building used as a warehouse and office space along with a vehicle inspection and vehicle maintenance building. The public utility extensions for this project were completed in the past and the original building project was paused until the present. The proposed building has been slightly redesigned and the watermain is being modified to match the new design.

At this time, watermain availability fees and water trunkage fees have been paid and no oversizing payments or paybacks are included for the development.

A sewer availability fee is due in the amount of \$181,884.78 related to the construction of a sewer by Caledonia Township that this project is connecting to and using. This sewer availability fee once collected from the Developer will need to be paid back to Caledonia Township. Sewer trunkage fees have been paid and no oversizing payments are included.

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

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

Sincerely,

Vriesman & Korhorn

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

Jeffrey M. Gritter, P.E.

Encl.

**WATER AND/OR SEWER
DEVELOPMENT CONTRACT**

CONTRACT FACE PAGES

I. PARTIES

A. DEVELOPER (the “Developer”):

X Ryan Companies US, Inc.

X 700 Oakmont Lane, Suite 100, Westmont, IL, 60559

X Limited Liability Company

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

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

The proposed development includes the construction of a 216,018 square foot (sft) building to be used as a warehouse and office space. Additionally, the development includes an Automatic Vehicle Inspection (AVI) and Fleet Service Center (FSC) building which are used to scan vehicles and for general maintenance. The construction will also include minor revisions to water and sanitary building services and hydrant locations, while also establishing stormwater conveyance and treatment systems for the work. Associated parking areas and drives to serve the site will tie into the surrounding features with four (4) curb cuts along 68th street and a few tie-in points to the GRR5 site for linehaul and emergency vehicle access.

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

The sanitary scope for the proposed development includes providing 6” service laterals for the Delivery Station and Fleet service center via two lateral extensions and one sewer tap on the existing 8” main. Watermain work involves adjusting and removing existing hydrants on site, fire protection and water services for the Delivery Station and Fleet Service center in addition to various replacements and adjustments to the existing 12” watermain to comply with BGUA requirements or for connecting to the in-service mains.

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

Refer to DGX2 Civil Utility Permit Set as Exhibit A

IV. **PROJECT COMPLETION DATE** (the “**Completion Date**”): November 2027

V. **IRREVOCABLE LETTER OF CREDIT**

A. Required prior to commencement of construction:

YES _____ NO XX _____

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

VI. **WATER AVAILABILITY FEE**

A. Basis of Water Availability: N/A – Steelcase, Inc. (original owner of property) prepaid water availability fee pursuant to an Agreement with the Township in 1989. Township acknowledges and agrees that the Developer shall have no obligation to pay any water availability fees for current development of project.

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

C. Payment Terms: N/A _____

VII. **WATER TRUNKAGE FEE**

A. Basis of Water Trunkage Fee: N/A – Steelcase, Inc. (original owner of property) prepaid water trunkage fee pursuant to an Agreement with the Township in 1989. Township acknowledges and agrees that the Developer shall have no obligation to pay any water trunkage fees for current development of project.

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

C. Payment Terms: N/A _____

VIII. **WATERMAIN PAYBACK ARRANGEMENTS**

A. Basis of Payback Arrangements for Watermain: N/A – no watermain constructed with this project is eligible for payback.

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

C. Payment Terms: N/A _____

D. Expiration Date of Payback Arrangements: N/A _____

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

IX. PAYMENT TO THE DEVELOPER FOR OVERSIZING WATERMAIN

- A. Basis of Oversizing Payment for Watermain: N/A – no watermain being constructed with this project is being oversized.
- B. Amount of Oversizing Payment to the Developer: \$ N/A
- C. Payment Terms: N/A

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

X. SEWER AVAILABILITY FEE

- A. Basis of Sewer Availability Fee: Sewer Availability is due for a sanitary sewer that was constructed by the Township of Caledonia (not by Steelcase, Inc.). The Amazon properties have 1,714 ft of frontage on the existing 21” sanitary sewer. Availability fees in affect in 2021 shall be utilized to calculate the sewer availability fee. First 120 ft of frontage equals \$10,737.00 plus \$107.37 per foot for additional foot of frontage.
- B. Amount of Sewer Availability Fee: \$ 181,884.78
- C. Payment Terms: The Developer shall pay the sewer availability fee prior to the Township issuing a sewer connection permit for the warehouse building and/or the vehicle inspection/maintenance building.

XI. SEWER TRUNKAGE FEE

- A. Basis of Sewer Trunkage Fee: N/A – Steelcase, Inc. (original owner of property) prepaid sewer trunkage fee pursuant to an Agreement with the Township in 1989. Township acknowledges and agrees that the Developer shall have no obligation to pay any water trunkage fees for current development of project.
- B. Amount of Sewer Trunkage Fee: \$ N/A
- C. Payment Terms: N/A

XII. SANITARY SEWER PAYBACK ARRANGEMENTS

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

XIII. PAYMENT TO THE DEVELOPER FOR OVERSIZING SANITARY SEWER

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

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

XIV. PAYMENT OF PROJECT COSTS

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

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

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

XVI. **MISCELLANEOUS**

N/A – no miscellaneous items need to be included in this document.

XVII. **AGREEMENT OF THE PARTIES:**

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

IN WITNESS WHEREOF, the parties have executed this Contract.

Witnesses:

DEVELOPER:

(1) _____

By: 

Its: Vice President of Development

(2) _____

By: _____

Its: _____

Dated: May 5, 2026

Witnesses:

CHARTER TOWNSHIP OF GAINES:

(1) _____

By: _____

Its: Supervisor

(2) _____

By: _____

Its: Clerk

Dated: _____, 20__

WATER AND/OR SEWER DEVELOPMENT CONTRACT

CONTRACT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[END OF CONTRACT TERMS]

Exhibit A

Watermain Construction

6876 St

Patterson Ave

DG2 OVERALL SITE UTILITY PLAN



CALL 811 BEFORE
ANY EXCAVATION
OR DRILLING
OPERATIONS IN THE AREA

NOT FOR
CONSTRUCTION

DG2 DELIVERY STATION