

**BOWNE TOWNSHIP BOARD
REGULAR MEETING
BOWNE TOWNSHIP HISTORIC HALL
MONDAY, APRIL 21, 2025
7:00 PM
AGENDA**

1. Call to Order
2. Approval of the Agenda
3. Approval of the Minutes
4. Treasurer's Report
5. Month Bills Due & Payable
6. Officer Comments:
 - a. Supervisor
 - b. Clerk
 - c. Treasurer
7. Bowne Township Fire Report -
8. Freeport Fire Report – 15 Total Calls – 0 in Bowne Township
9. P.C.I. of Michigan Report - 8 Building Permit Totaling \$1,128,423.99
10. Minutes – DDA, Historical Society
11. Old Business
 - SGS Development Agreement
 - Ordinance Discussion w/ Cliff Bloom Township Attorney
 - Liquor Control Ordinance
 - Event Venue Ordinance
 - Gabridge & Company Audit Approval
12. New Business
 - Steve Hanson – SGS
 - Kent County Car/Deer Statistics
 - Planning Commission Wage Clarification
 - MAMC Summer Conference Registration
13. Correspondence
 - Kent County Road Commission Township Luncheon Open House 5-14-2025
14. Public Comments
15. Board Member Comments
16. Any Other Comments
17. Adjournment

Treasurer's Report on Accounts
BOWNE TOWNSHIP ACCOUNT BALANCES
As of March 31, 2025

HNB Bank Accounts

101 General Fund	\$673,701.16
206 Fire Fund Op	\$170,232.45
527 Sewer	\$218,891.01
671 Fire Building Fund	\$13,097.55
703 Tax Account	\$102,215.55
Fire Equipment Fund	\$297,984.21
Infrastructure Improvements	\$122,300.26
General Fund MM	\$138,886.00

TOTAL BANK ACCOUNTS	<u>\$1,737,308.19</u>
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Asset Accounts - United Bank

General Fund Time CD 1004743	\$33,069.67
General Fund CD 1009753	\$21,808.88
Sewer Fund CD 102415	\$83,743.85

TOTAL ASSET ACCOUNTS	<u>\$138,622.40</u>
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OVERALL TOTALS	<u><u>\$1,875,930.59</u></u>
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OTHER

Huntington Bank	Historical Com'n Operating	\$ 26,713.90
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Bowne Township - Sewer Fund Alto
Transaction List by Vendor
March 18 through April 21, 2025

ALL CHARGES WERE REGULAR THIS MONTH

VENDOR	Type	Date	CHECK #	VENDOR #	QB ACT	TOTAL	NOTES
Alto Gas		03/25/2025	3090	840481,840121	000-955 · Miscellaneous Expense	1,039.62	GAS
Consumers Energy		03/25/2025	3091		000-920 · Electric	1,038.88	ELECTRIC
		03/25/2025	3091	100012999023	000-920 · Electric	167.39	
		03/25/2025	3091	100098900432	000-920 · Electric	10.39	
		04/17/2025	3096	100098900432	000-920 · Electric	50.21	
		04/17/2025	3096	100012999023	000-920 · Electric	180.74	
Infrastructure Alternatives		04/17/2025	3096	100013653819	000-920 · Electric	2,012.76	
		04/17/2025	3096		000-920 · Electric		
		03/25/2025	3092		000-818 · Contracted Services	5,180.00	ROUTINE MAINT
Pace Analytical Services, Inc.		03/25/2025	3092	34778	000-818 · Contracted Services	160.00	
		03/25/2025	3092	34759	000-818 · Contracted Services	275.00	
		04/17/2025	3097	34709	000-818 · Contracted Services	3,818.56	
		04/17/2025	3097	34810	000-818 · Contracted Services	3,818.56	
		03/25/2025	3093	2550258761	000-703 · Water Testing	990.20	WATER TESTING
Progressive Engineering		03/25/2025	3093	2550259973	000-703 · Water Testing	990.20	
		03/25/2025	3093	2550260539	000-703 · Water Testing	990.20	
		04/08/2025	3095	2550262542	000-703 · Water Testing	990.20	
		04/17/2025	3098	2550261832	000-703 · Water Testing	990.20	
		04/17/2025	3098	2550262045	000-703 · Water Testing	990.20	
		04/17/2025	3098	2550259973	000-703 · Water Testing	990.20	
		04/17/2025	3098	2550263099	000-703 · Water Testing	671.80	
		04/17/2025	3098	2550263050	000-703 · Water Testing	353.40	
		03/25/2025	3094	00202275	527-801 · Engineering Fees	617.50	ENGINEERING FEES
		04/17/2025	3099	00202858	527-801 · Engineering Fees	325.00	64TH LIFT STATION AND SEWER
		04/17/2025	3099	000202859	527-801 · Engineering Fees	1,132.45	
						796.25	

Bowne Township - General Fund
Transaction List by Vendor
March 10 through April 21, 2023

	VENDOR	TYPE	DATE	CHK #	VENDOR INVOICE	QUICKBOOKS ACCOUNT	TOTAL	NOTES
Applied Capital	R-REGULAR	S-SPECIAL	03/29/2023	14444	38625546	000-900 - Printing	244.77	PRINTING
	R-REGULAR		04/09/2023	14494	38635946	000-900 - Printing	337.56	PRINTING
Association of Public Treasurers	R-REGULAR		03/29/2023	14445	30004	000-951 - Membership and Dues	159.00	ANNUAL MEMBERSHIP
	R-REGULAR		03/29/2023	14446	831-001-2431 224	000-850 - Communication	504.39	INTERNET AND PHONES
ATTI	R-REGULAR		04/03/2023	14447	831-001-2431 224	000-850 - Communication	507.42	INTERNET AND PHONES
	S-SPECIAL		03/29/2023	14447	26175	210-801 - Professional Services	4,100.00	LAWYER FEES
Bloom Shugart Morgan	S-SPECIAL		03/29/2023	14448	450 QTR REM	SPLIT -	411.29	MILEAGE AND EXPENSES
Bonnie Leri-Davis	R-REGULAR		03/29/2023	14449	TBR	247-702 - Board of Review Wages	500.00	TAX BOARD OF REVIEW WAGE
Bruce Wingeier	S-SPECIAL		04/03/2023	14488	CB 25	210-801 - Professional Services	2,342.80	ANNUAL CB FEE
Christina Fischer	R-REGULAR		03/29/2023	14450	100031395932	450-926 - Street Lights	258.13	ELECTRIC
	R-REGULAR		03/29/2023	14450	10000275962	450-926 - Street Lights	102.15	
Consumers Energy	R-REGULAR		03/29/2023	14450	100038587447	000-920 - Utilities - Hall and Historic	149.32	
	R-REGULAR		03/29/2023	14450	100013515640	000-920 - Utilities - Hall and Historic	559.08	
Dave Foss	R-REGULAR		03/29/2023	14450	100013535989	450-926 - Street Lights	45.13	
	R-REGULAR		03/29/2023	14450	100013581257	450-926 - Street Lights	28.69	
Internal Revenue Service	R-REGULAR		04/03/2023	14489	10001335919	SPLIT -	28.69	
	R-REGULAR		04/03/2023	14489	100012833899	450-926 - Street Lights	42.91	
Jay C. Barnhart	R-REGULAR		04/03/2023	14495	100012833899	000-920 - Utilities - Hall and Historic	418.91	
	S-SPECIAL		04/03/2023	14484	100038587447	000-920 - Utilities - Hall and Historic	135.55	
Kerri L. Kowalczyk-Hendrick	S-SPECIAL		04/03/2023	14485	SURRENDER CHK	000-714 - Retirement	6,781.60	OLD RETIREMENT PAYOUT
	R-REGULAR		03/29/2023	14451	DAVE FUSS 453-92-2012 WH	000-714 - Retirement	1,750.22	TAXES ON RETIREMENT
KHC TECHNOLOGIES	S-SPECIAL		03/29/2023	14452	TBR	247-702 - Board of Review Wages	600.00	TAX BOARD OF REVIEW WAGE
	R-REGULAR		03/29/2023	14452	POSTAGE 3112	000-728 - Postage	43.80	POSTAGE
KY Landscapes	S-SPECIAL		03/29/2023	14453	TBR	247-702 - Board of Review Wages	600.00	TAX BOARD OF REVIEW WAGE
	S-SPECIAL		03/29/2023	14453	592	000-850 - Communication	531.25	COMPUTER ISSUES
Lou D'Agostino	S-SPECIAL		03/29/2023	14453	596	000-850 - Communication	800.00	DATA SAFETY COVERAGE
	R-REGULAR		03/29/2023	14454	15-8229	000-818 - Contracted Services	1,650.00	SALTING
Michelle Pail Wilkerson	R-REGULAR		03/29/2023	14455	TBR	247-702 - Board of Review Wages	500.00	TAX BOARD OF REVIEW WAGE
	R-REGULAR		03/29/2023	14456	22-232-2316 - BOTH HALLS	000-969 - Cleaning Services	400.00	CLEANING
Michigan Municipal Treasurers Association	R-REGULAR		04/03/2023	14491	530	000-969 - Cleaning Services	100.00	CLEANING
	R-REGULAR		03/29/2023	14457	16602	000-951 - Membership and Dues	99.00	ANNUAL MEMBERSHIP
Orkla, Inc.	R-REGULAR		03/29/2023	14458	26440401	000-818 - Contracted Services	190.00	BUG CONTROL
P.C.I. of MI Inc.	R-REGULAR		03/29/2023	14459	25002	210-801 - Professional Services	852.00	PERMITS
	R-REGULAR		04/09/2023	14496	25003	210-801 - Professional Services	6,160.00	PERMITS
Piney Bowes	R-REGULAR		03/29/2023	14460	10273926588	000-818 - Contracted Services	117.00	MONTHLY PAYMENT
Piney Bowes Inc Purchase Power	R-REGULAR		03/29/2023	14461	8000-9900-0176-0697	000-728 - Postage	59.06	STAMPS
	R-REGULAR		04/03/2023	14492	9000900001760697	000-728 - Postage	124.06	STAMPS
Progreastive Engineering	R-REGULAR		03/29/2023	14462	000202273	SPLIT -	1,864.95	ENGINEERING FEES
SMART SOURCE LLC	R-REGULAR		03/29/2023	14463	41-014918	000-900 - Printing	218.86	PRINTING
State of Michigan	R-REGULAR		04/03/2023	14466	38-1952439	000-258 - Accrued Payroll Tax Liabli	570.80	WITHHOLDING TAX
	R-REGULAR		04/03/2023	14466	DAVE FUSS 453-92-2012 WH	000-714 - Retirement	380.40	RETIREMENT TAX DAVID FUSS
Stericycle, Inc.	R-REGULAR		04/17/2023	14468	38-1952439	000-258 - Accrued Payroll Tax Liabli	595.45	WITHHOLDING TAX
	R-REGULAR		04/17/2023	14467	38-1952439	000-258 - Accrued Payroll Tax Liabli	605.54	WITHHOLDING TAX
United States Treasury	R-REGULAR		03/29/2023	14464	8010201268	000-818 - Contracted Services	154.07	SHREDDING - LAST PICK UP
Verve Cloud, Inc.	R-REGULAR		04/03/2023	E-909	38-1952439 CB Trucking # 27192- SPLIT -	3,383.00	WITHHOLDING TAX	
View Newspaper Group	R-REGULAR		04/17/2023	E-909	38-1952439 CB Trucking # 225153 -SPLIT -	3,821.32	WITHHOLDING TAX	
	R-REGULAR		04/03/2023	14493	4238254	000-850 - Communication	231.99	PHONE SYSTEM
West Michigan Document Shredding, LLC	R-REGULAR		03/28/2023	14465	3739960	000-900 - Printing	142.00	NEWSPAPER ADS
Williams & Works	R-REGULAR		03/29/2023	14466	154653	000-818 - Contracted Services	55.00	SHREDDING
	R-REGULAR		03/29/2023	14467	999993	SPLIT -	2,824.03	PLANNER FEES

Bowme Township - Fire
Transaction List by Vendor
March 18 through April 21, 2025

VENDOR	R-REGULAR S-SPECIAL Type	Date	CHECK #	VENDOR INVOICE	QB #	TOTAL	NOTES
Alto Marathon	R-REGULAR	03/20/2025	8685	2/23/25	000-751 · Gas & Oil	240.07	GAS
Bowme Township Sewer	R-REGULAR	04/08/2025	8711	Q2	000-920 · Utilities (Electric & Sewer)	286.00	SEWER
Chrouch Communications Inc.	R-REGULAR	04/08/2025	8712	12810600	000-740 · Operating Supplies	240.00	REPAIRS TO COMM. DEVICES
Consumers Energy	R-REGULAR	03/25/2025	8691	10000036358	000-920 · Utilities (Electric & Sewer)	565.27	ELECTRIC
	R-REGULAR	03/25/2025	8691	100013519754	000-920 · Utilities (Electric & Sewer)	424.11	
	R-REGULAR	04/08/2025	8713	100000363588	000-920 · Utilities (Electric & Sewer)	439.63	
	R-REGULAR	04/08/2025	8713	10013519754	000-920 · Utilities (Electric & Sewer)	391.82	
Dinges Fire Equipment	R-REGULAR	03/25/2025	8692	86244	000-740 · Operating Supplies	282.12	OPERATING SUPPLIES
	R-REGULAR	04/03/2025	8695	67756	000-740 · Operating Supplies	647.61	
Hooper Printing	R-REGULAR	03/25/2025	8693	70330	000-727 · Office Supplies	150.40	PRINTING
K V Landscapes	R-REGULAR	03/20/2025	8686	15-5991	000-818 · Contracted Services	1,050.00	SALT
Kent County Emergency Medical	R-REGULAR	04/08/2025	8714	6225	000-951 · Membership and Dues	231.76	QTRLY FEES
	R-REGULAR	04/08/2025	8714	6184	000-951 · Membership and Dues	231.76	
	R-REGULAR	04/08/2025	8714	6255	000-951 · Membership and Dues	231.76	
Michelle Poll Wilkinson	R-REGULAR	03/20/2025	8687	1/29,2/12,2/26,3/12	000-969 · Cleaning Service	400.00	CLEANING
	R-REGULAR	04/03/2025	8696	3/30	000-969 · Cleaning Service	100.00	CLEANING
Openings by J.C.D. Inc.	R-REGULAR	04/03/2025	8697	25078	000-932 · Other Repairs	400.00	REPAIRS
Philp Dougherty	R-REGULAR	04/03/2025	8698	ACE 3/25	000-932 · Other Repairs	114.08	REPAIRS
State of Michigan	R-REGULAR	03/18/2025	JE-Tax123	38-1952439	000-258 · Accrued Payroll Taxes Payable	356.51	WITHHOLDINGS
	Liability Check	04/17/2025	JE-Tax124	38-1952439	000-258 · Accrued Payroll Taxes Payable	357.06	
	R-REGULAR	04/17/2025	JE-Tax125	38-1952439	000-258 · Accrued Payroll Taxes Payable	395.35	
United States Treasury	R-REGULAR	03/18/2025	E-pay	38-1952439 OB Tracking # -120I -SPLIT-	1,698.94	WITHHOLDINGS	
	R-REGULAR	04/17/2025	E-pay	38-1952439 OB Tracking # 2310 -SPLIT-	1,710.10		
West shore Services, Inc	R-REGULAR	03/25/2025	8694	33323	000-931 · Equipment Maintenance	425.00	REPAIRS

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Bowne Township - Fire
Payroll Summary
April 2025

Employee Wages, Taxes and Adjustments	Bailey, Kenneth K			Blough, Noah			BOSSELLAAR, CHANCE D			Carey, James	
	Hours	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Rate
Gross Pay											
Salary			0.00	1		125.00			0.00		
Fire Calls	12	17.00	204.00	19	20.00	380.00	17	17.00	289.00	12	20.00
Fire Meeting		17.00	0.00			0.00			0.00		
Office Hours			0.00	9	20.00	180.00			0.00		
Sunday Duty	1	150.00	150.00	2	150.00	300.00	1	150.00	150.00	1	150.00
Training		17.00	0.00	2	20.00	40.00		17.00	0.00	2	20.00
Total Gross Pay	13		354.00	33		1,025.00	18		439.00	15	
Adjusted Gross Pay	13		354.00	33		1,025.00	18		439.00	15	
Taxes Withheld											
Federal Withholding			0.00			-49.00			0.00		
Medicare Employee			-5.14			-14.87			-6.37		
Social Security Employee			-21.95			-63.55			-27.22		
MI - Withholding			-15.05			-43.56			-18.66		
Medicare Employee Addl Tax			0.00			0.00			0.00		
MI - Cities Res Tax			0.00			0.00			0.00		
MI - Cities Work Tax			0.00			0.00			0.00		
Total Taxes Withheld			-42.14			-170.98			-52.25		
Net Pay	13		311.86	33		854.02	18		386.75	15	
Employer Taxes and Contributions											
Medicare Company			5.14			14.87			6.37		
Social Security Company			21.95			63.55			27.22		
MI - Unemployment			0.00			0.00			0.00		
MI - Obligation Assessment			0.00			0.00			0.00		
Total Employer Taxes and Contributions			27.09			78.42			33.59		

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Bowne Township - Fire
Payroll Summary
April 2025

Employee Wages, Taxes and Adjustments	Carey, J...		Dougherty, Michael B		Dougherty, Phillip		Hamann, Jimmie		MCDON...	
	Apr 25	Hours	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Apr 25	Hours
Gross Pay										
Salary	0.00			0.00	1		1,208.33		0.00	
Fire Calls	240.00	9	20.00	180.00	28	20.00	560.00	26	520.00	19
Fire Meeting	0.00			0.00			0.00		0.00	
Office Hours	0.00	8	20.00	160.00			0.00	7	140.00	
Sunday Duty	150.00	1	150.00	150.00	2	150.00	300.00	2	300.00	1
Training	40.00	2	20.00	40.00	4	20.00	80.00	2	40.00	
Total Gross Pay	430.00	20		530.00	35		2,148.33	37	1,000.00	20
Adjusted Gross Pay	430.00	20		530.00	35		2,148.33	37	1,000.00	20
Taxes Withheld										
Federal Withholding	-75.00			0.00			-37.00		-47.00	
Medicare Employee	-6.23			-7.69			-31.15		-14.50	
Social Security Employee	-26.66			-32.86			-133.20		-62.00	
MI - Withholding	-18.28			0.00			-70.76		-42.50	
Medicare Employee Addl Tax	0.00			0.00			0.00		0.00	
MI - Cities Res Tax	0.00			0.00			0.00		0.00	
MI - Cities Work Tax	0.00			0.00			0.00		0.00	
Total Taxes Withheld	-126.17			-40.55			-272.11		-166.00	
Net Pay	303.83	20		489.45	35		1,876.22	37	834.00	20
Employer Taxes and Contributions										
Medicare Company	6.23			7.69			31.15		14.50	
Social Security Company	26.66			32.86			133.20		62.00	
MI - Unemployment	0.00			0.00			0.00		0.00	
MI - Obligation Assessment	0.00			0.00			0.00		0.00	
Total Employer Taxes and Contributions	32.89			40.55			164.35		76.50	

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Bowme Township - Fire
Payroll Summary
April 2025

	MCDONALD, BROD...		Ort, Lynn L		Rinvelt, Lauren		Ruesink, Nicole A	
	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Rate	Apr 25
Employee Wages, Taxes and Adjustments								
Gross Pay								
Salary		0.00			0.00	1		0.00
Fire Calls	17.00	323.00	16	20.00	320.00	16	20.00	102.00
Fire Meeting		0.00			0.00			0.00
Office Hours		0.00	2	20.00	40.00	4	20.00	0.00
Sunday Duty	150.00	150.00	2	150.00	300.00	1	150.00	150.00
Training	17.00	0.00	2	20.00	40.00		20.00	34.00
Total Gross Pay		473.00	22		700.00	22		286.00
Adjusted Gross Pay		473.00	22		700.00	22		286.00
Taxes Withheld								
Federal Withholding		0.00			0.00			0.00
Medicare Employee		-6.86			-10.15			-4.15
Social Security Employee		-29.32			-43.40			-17.74
MI - Withholding		-20.10			-29.75			-12.16
Medicare Employee Addl Tax		0.00			0.00			0.00
MI - Cities Res Tax		0.00			0.00			0.00
MI - Cities Work Tax		0.00			0.00			0.00
Total Taxes Withheld		-56.28			-83.30			-34.05
Net Pay		416.72	22		616.70	22		251.95
Employer Taxes and Contributions								
Medicare Company		6.86			10.15			4.15
Social Security Company		29.32			43.40			17.74
MI - Unemployment		0.00			0.00			0.00
MI - Obligation Assessment		0.00			0.00			0.00
Total Employer Taxes and Contributions		36.18			53.55			21.89

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Bowne Township - Fire
Payroll Summary
April 2025

	Tava, Matthew		Vanderziel, Andrew		Wieland, Christian		TOTAL	
	Hours	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Rate
Employee Wages, Taxes and Adjustments								
Gross Pay								
Salary			0.00	1		1,208.33	1	5.00
Fire Calls	2	20.00	40.00	16	20.00	320.00	5	203.00
Fire Meeting			0.00			0.00		0.00
Office Hours			0.00	1	150.00	150.00	1	30.00
Sunday Duty			0.00			0.00		17.00
Training			0.00	4	20.00	80.00	2	22.00
Total Gross Pay	2		40.00	22		1,758.33	9	277.00
Adjusted Gross Pay	2		40.00	22		1,758.33	9	277.00
Taxes Withheld								
Federal Withholding			0.00			-147.00		0.00
Medicare Employee			-0.58			-25.50		-6.62
Social Security Employee			-2.48			-109.02		-28.31
MI - Withholding			-1.70			-74.73		-19.41
Medicare Employee Addl Tax			0.00			0.00		0.00
MI - Cities Res Tax			0.00			0.00		0.00
MI - Cities Work Tax			0.00			0.00		0.00
Total Taxes Withheld			-4.76			-356.25		-54.34
Net Pay	2		35.24	22		1,402.08	9	277.00
Employer Taxes and Contributions								
Medicare Company			0.58			25.50		6.62
Social Security Company			2.48			109.02		28.31
MI - Unemployment			0.00			0.00		0.00
MI - Obligation Assessment			0.00			0.00		0.00
Total Employer Taxes and Contributions			3.06			134.52		34.93

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**Bowne Township - Fire
Payroll Summary**
April 2025

	<u>TOTAL</u>
	<u>Apr 25</u>
Employee Wages, Taxes and Adjustments	
Gross Pay	
Salary	2,833.33
Fire Calls	3,898.00
Fire Meeting	0.00
Office Hours	600.00
Sunday Duty	2,550.00
Training	434.00
Total Gross Pay	<u>10,315.33</u>
Adjusted Gross Pay	10,315.33
Taxes Withheld	
Federal Withholding	-369.00
Medicare Employee	-149.60
Social Security Employee	-639.56
MI - Withholding	-395.35
Medicare Employee Addl Tax	0.00
MI - Cities Res Tax	0.00
MI - Cities Work Tax	0.00
Total Taxes Withheld	<u>-1,553.51</u>
Net Pay	<u><u>8,761.82</u></u>
Employer Taxes and Contributions	
Medicare Company	149.60
Social Security Company	639.56
MI - Unemployment	0.00
MI - Obligation Assessment	0.00
Total Employer Taxes and Contributions	<u><u>789.16</u></u>

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Bowne Township - General Fund
Payroll Summary
April 2025

Employee Wages, Taxes and Adjustments	Barnhart, Jay			Fischer, Christina F			Flynn, Robert			Fuss, David	
	Hours	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Rate
Gross Pay											
Assessor			0.00			0.00			0.00		
Clerk Salary			0.00			0.00			0.00		
Supervisor Salary			0.00			0.00			0.00		
Treasurer Salary			0.00			0.00			0.00		
BRD OF REVIEW WAGES			0.00			0.00			0.00		
Deputy Clerk			0.00	39	20.00	780.00			0.00		
Deputy Treasurer	1	80.00	80.00			0.00			0.00	1	80.00
PC & ZBA WAGES			0.00			0.00			0.00		
Secretary			0.00			0.00			0.00		
Trustee			0.00			0.00	1	100.00	100.00	1	100.00
Total Gross Pay	1		80.00	39		780.00	1		100.00	2	
Adjusted Gross Pay	1		80.00	39		780.00	1		100.00	2	
Taxes Withheld											
Federal Withholding			0.00			0.00			0.00		
Medicare Employee			-1.16			-11.31			-1.45		
Social Security Employee			-4.96			-48.36			-6.20		
MI - Withholding			-3.40			0.00			0.00		
Medicare Employee Addl Tax			0.00			0.00			0.00		
MI - Cities Res Tax			0.00			0.00			0.00		
MI - Cities Work Tax			0.00			0.00			0.00		
Total Taxes Withheld			-9.52			-59.67			-7.65		
Net Pay	1		70.48	39		720.33	1		92.35	2	
Employer Taxes and Contributions											
Medicare Company			1.16			11.31			1.45		
Social Security Company			4.96			48.36			6.20		
MI - Unemployment			0.00			0.00			0.00		
MI - Obligation Assessment			0.00			0.00			0.00		
Total Employer Taxes and Contributions			6.12			59.67			7.65		

11:49 AM
04/17/25

Bowne Township - General Fund Payroll Summary April 2025

Employee Wages, Taxes and Adjustments	Fuss, D...		Hendrick, Karen		Hoekstra, Dave		Larson, Sarah		Lent-Da...	
	Apr 25	Hours	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Rate	Hours
Gross Pay										
Assessor	0.00			0.00			0.00			
Clerk Salary	0.00	1		3,954.86			0.00			
Supervisor Salary	0.00			0.00			0.00			1
Treasurer Salary	0.00			0.00			0.00			
BRD OF REVIEW WAGES	0.00			0.00			0.00			
Deputy Clerk	0.00			0.00			0.00			
Deputy Treasurer	0.00			0.00			0.00			
PC & ZBA WAGES	80.00			0.00	1	80.00	80.00	1	100.00	
Secretary	0.00			0.00			0.00			
Trustee	100.00			0.00			0.00			
Total Gross Pay	180.00	1		3,954.86	1		80.00	1	100.00	1
Adjusted Gross Pay	180.00	1		3,954.86	1		80.00	1	100.00	1
Taxes Withheld										
Federal Withholding	0.00			-264.00			0.00			0.00
Medicare Employee	-2.61			-57.35			-1.16			-1.45
Social Security Employee	-11.16			-245.20			-4.96			-6.20
MI - Withholding	0.00			-168.08			-3.40			-4.25
Medicare Employee Addl Tax	0.00			0.00			0.00			0.00
MI - Cities Res Tax	0.00			0.00			0.00			0.00
MI - Cities Work Tax	0.00			0.00			0.00			0.00
Total Taxes Withheld	-13.77			-734.63			-9.52			-11.90
Net Pay	166.23	1		3,220.23	1		70.48	1	88.10	1
Employer Taxes and Contributions										
Medicare Company	2.61			57.35			1.16			1.45
Social Security Company	11.16			245.20			4.96			6.20
MI - Unemployment	0.00			0.00			0.00			0.00
MI - Obligation Assessment	0.00			0.00			0.00			0.00
Total Employer Taxes and Contributions	13.77			302.55			6.12			7.65

11:49 AM
04/17/25

Bowne Township - General Fund **Payroll Summary** April 2025

	Lent-Davis, Bonnie S		McKelvey, Dennis		Morehouse, Dana N		Oesch, Frederick J	
	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Rate	Apr 25
Employee Wages, Taxes and Adjustments								
Gross Pay								
Assessor	0.00		1	2,665.00				0.00
Clerk Salary	0.00			0.00				0.00
Supervisor Salary	0.00			0.00				0.00
Treasurer Salary	3,658.25			0.00				0.00
BRD OF REVIEW WAGES	0.00			0.00				0.00
Deputy Clerk	0.00			0.00				0.00
Deputy Treasurer	0.00		15	20.00				0.00
PC & ZBA WAGES	0.00			0.00		1	80.00	80.00
Secretary	0.00			0.00				0.00
Trustee	0.00			0.00				0.00
Total Gross Pay	3,658.25		1	2,665.00		1		80.00
Adjusted Gross Pay	3,658.25		1	2,665.00		15		80.00
Taxes Withheld								
Federal Withholding	-116.00			-550.00				0.00
Medicare Employee	-53.05			-38.64				-1.16
Social Security Employee	-226.81			-165.23				-4.96
MI - Withholding	-134.93			-113.26				-3.40
Medicare Employee Addl Tax	0.00			0.00				0.00
MI - Cities Res Tax	0.00			0.00				0.00
MI - Cities Work Tax	0.00			0.00				0.00
Total Taxes Withheld	-530.79			-867.13				-9.52
Net Pay	3,127.46		1	1,797.87		15		70.48
Employer Taxes and Contributions								
Medicare Company	53.05			38.64				1.16
Social Security Company	226.81			165.23				4.96
MI - Unemployment	0.00			0.00				0.00
MI - Obligation Assessment	0.00			0.00				0.00
Total Employer Taxes and Contributions	279.86			203.87				6.12

11:49 AM
04/17/25

Bowne Township - General Fund
Payroll Summary
April 2025

Employee Wages, Taxes and Adjustments	Oosting, James			Wenger, Shawn M			Wilcox, Randy			Wingeler, Larry	
	Hours	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Rate	Apr 25	Hours	Rate
Gross Pay											
Assessor			0.00			0.00			0.00		
Clerk Salary			0.00			0.00	1		0.00		
Supervisor Salary			0.00			0.00			3,553.33		
Treasurer Salary			0.00			0.00			0.00		
BRD OF REVIEW WAGES			0.00			0.00		75.00	0.00		
Deputy Clerk			0.00			0.00			0.00		
Deputy Treasurer	1	100.00	100.00	1	80.00	80.00			0.00	1	80.00
PC & ZBA WAGES			0.00			0.00			0.00		
Secretary			0.00			0.00			0.00		
Trustee			0.00			0.00			0.00		
Total Gross Pay	1		100.00	1		80.00	1		3,553.33	1	
Adjusted Gross Pay	1		100.00	1		80.00	1		3,553.33	1	
Taxes Withheld											
Federal Withholding			0.00			0.00			-216.00		
Medicare Employee			-1.45			-1.16			-51.52		
Social Security Employee			-6.20			-4.96			-220.31		
MI - Withholding			-4.25			-3.40			-151.02		
Medicare Employee Addl Tax			0.00			0.00			0.00		
MI - Cities Res Tax			0.00			0.00			0.00		
MI - Cities Work Tax			0.00			0.00			0.00		
Total Taxes Withheld			-11.90			-9.52			-638.85		
Net Pay	1		88.10	1		70.48	1		2,914.48	1	
Employer Taxes and Contributions											
Medicare Company			1.45			1.16			51.52		
Social Security Company			6.20			4.96			220.31		
MI - Unemployment			0.00			0.00			0.00		
MI - Obligation Assessment			0.00			0.00			0.00		
Total Employer Taxes and Contributions			7.65			6.12			271.83		

11:49 AM
04/17/25

Bowne Township - General Fund Payroll Summary April 2025

	Wingieie...		TOTAL	
	Apr 25	Hours	Rate	Apr 25
Employee Wages, Taxes and Adjustments				
Gross Pay				
Assessor	0.00	1.00		2,665.00
Clerk Salary	0.00	1.00		3,954.86
Supervisor Salary	0.00	1.00		3,553.33
Treasurer Salary	0.00	1.00		3,658.25
BRD OF REVIEW WAGES	0.00			0.00
Deputy Clerk	0.00	39.00		780.00
Deputy Treasurer	0.00	15.00		300.00
PC & ZBA WAGES	80.00	8.00		680.00
Secretary	0.00			0.00
Trustee	0.00	2.00		200.00
Total Gross Pay	80.00	68.00		15,791.44
Adjusted Gross Pay	80.00	68.00		15,791.44
Taxes Withheld				
Federal Withholding	0.00			-1,146.00
Medicare Employee	-1.16			-228.98
Social Security Employee	-4.96			-979.07
MI - Withholding	-3.40			-605.54
Medicare Employee Addl Tax	0.00			0.00
MI - Cities Res Tax	0.00			0.00
MI - Cities Work Tax	0.00			0.00
Total Taxes Withheld	-9.52			-2,959.59
Net Pay	70.48	68.00		12,831.85
Employer Taxes and Contributions				
Medicare Company	1.16			228.98
Social Security Company	4.96			979.07
MI - Unemployment	0.00			0.00
MI - Obligation Assessment	0.00			0.00
Total Employer Taxes and Contributions	6.12			1,208.05



Contact Us
800-767-MERS (6377)
<https://www.mersofmich.com>

Bowne Township DC Plan

Your payroll batch has been successfully received.

Batch: **47**
Submitted: 04/02/2025 7:53 AM
Payroll Date: 04/01/2025
Batch Total: 2,289.29
Participants: 5
Confirm: 627724.20250401.1.47.705834
Description: Bowne Township DC Plan

Division Source Totals

Plan Id	Division Code	Employer	Division Total
627724	110811	2,289.29	2,289.29
Batch Total		2,289.29	2,289.29

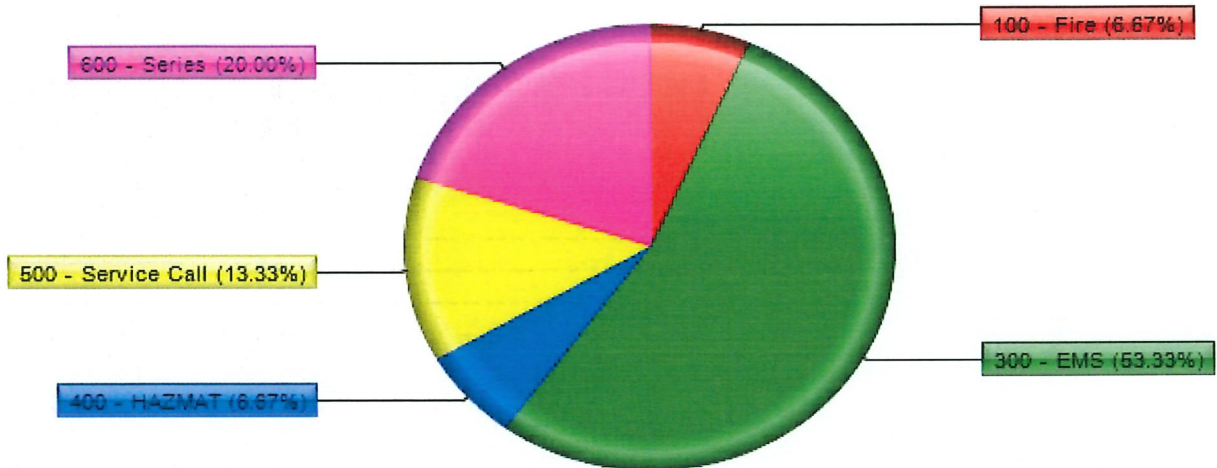
Funding

Description	Account	Batch Source	Amount
ACH Account 5954	*****5954		2,289.29
Payment(s) Total			\$2,289.29
Funding Grand Total			\$2,289.29

Monthly Report for March 2025

Incident Type Breakdown

Incident Type Group	
100 - Fire	1
300 - EMS	8
400 - Hazardous Condition	1
500 - Service Call	2
600 - Good Intent/Disregarded	3
Total Calls for Service for the month	15



Carlton Township

Total Calls for Service 4

EMS

N Broadway RD
Fighter RD
Fighter RD

Service Call

N Broadway RD

Clarksville FD Assist to

Total Calls for Service 1

Good Intent/Disregarded

W Tupper Lake RD

Hastings FD Assist to

Total Calls for Service 1

Structure Fire

Woodschool RD

Irving Township

Total Calls for Service 9

EMS

Buehler RD
Solomon RD
Woodschool RD
S Maple ST
Division ST

Hazardous Condition

Woodschool RD

Service Call

Beech ST

Good Intent/Disregarded

Woodschool RD
108th ST

Number of calls for service; from the first of the year through the end of the report month: 46

Special Events/News:

Annual ladder testing has been completed.

Training:

Fire Training Included: Pump Operations, Emergency Vehicle Driving, SCBA's, Rescue Tools. Small Engines, Hand Tools, and Wildfire Operations.

Medical Training Included: Geriatric Emergencies, Medical Equipment and Operations

Department members also participated in the following trainings:

Skywarn Spotter Training in Allegan County.

Propane Awareness Training at Hastings Fire Department.

Grain Engulfment Rescue Training held at Delton Fire Department.

Provided personnel and equipment for the Barry County Fire Academy's Live Fire Training at Thornapple Township Fire Department's Live Burn Facility.

Years of Service Anniversaries month of April:

Steve Funk 17 years

Duane Colbath 7 years

Alex Hobday 7 years

Michelle Hobday 7 years

The Freeport Rural Fire Association Board meets on the third Wednesday of each month, meeting is held at the Freeport Fire Station and begins at 7:30 pm.

Respectfully submitted by

Jim Yarger, Fire Chief

Cell: 616-275-0045

Email: freeportfd.mi@gmail.com



PROFESSIONAL
CODE INSPECTIONS

Billing Period:

MARCH 2025

**110 W. Center St
Hastings, MI 49058**

**Ph. (269) 948-4088
Fax (269) 948-9963**

04/01/2025

Sold To: Bowne Township

**8240 Alden Nash Hwy
Alto, MI 49302**

Bowne - Building

<u>Permit Applicant</u>	<u>Site Location</u>	<u>Permit #</u>	<u>Project Value</u>	<u>Category</u>	<u>Post Date</u>	<u>Amount Paid</u>	<u>Check Number</u>
BLOUGH ROGER W & KRISTI D	13350 92ND SE ST	PBBN25-0005	\$193,000.00	Modular Home	03/03/2025	\$937.00	1126
BLOUGH ROGER W & KRISTI D	13350 92ND SE ST	PBBN25-0004	\$18,000.00	Accessory Structure	03/03/2025	\$237.00	1125
Smolyanov Home Improvement	12565 AGATE CT SE	PBBN25-0009	\$37,402.99	Miscellaneous	03/05/2025	\$240.00	8415
Signature Decks and Construction LLC	11658 KOALA BEAR DR	PBBN25-0006	\$14,500.00	Deck	03/06/2025	\$223.00	5110
AYERS BASEMENT SYSTEMS	9871 ALDEN NASH SE AVE	PBBN25-0010	\$25,982.00	Foundation	03/11/2025	\$194.00	79505
AYERS BASEMENT SYSTEMS	9668 84TH SE ST	PBBN25-0011	\$22,533.00	Foundation	03/13/2025	\$181.00	79550
Daeo Builders	11350 Bancroft Way SE	PBBN25-0008	\$759,737.00	Single Family - Delta	03/27/2025	\$3,204.00	35772
Ambia Energy	10190 FREEPORT SE AVE	PBBN25-0007	\$57,269.00	Solar Power System	03/28/2025	\$395.00	6386
Trade Total:						\$5,611.00	

Bowne - Electrical

<u>Permit Applicant</u>	<u>Site Location</u>	<u>Permit #</u>	<u>Project Value</u>	<u>Category</u>	<u>Post Date</u>	<u>Amount Paid</u>	<u>Check Number</u>
Grand Bay Electric	9871 ALDEN NASH SE AVE	PEBN25-0003	\$0.00	Miscellaneous	03/06/2025	\$90.00	4958
Flat River Electric LLC	10580 100TH SE ST	PEBN25-0005	\$0.00	Generator	03/13/2025	\$84.00	1250

Ambia Energy	10190 FREEPORT SE AVE	PEBN25-0004	\$0.00	Solar Power System	03/28/2025	\$115.00	6386
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Bowne - Mechanical

<u>Permit Applicant</u>	<u>Site Location</u>	<u>Permit #</u>	<u>Project Value</u>	<u>Category</u>	<u>Post Date</u>	<u>Amount Paid</u>	<u>Check Number</u>
Crystal Flash	11567 74TH SE ST	PMBN25-0008	\$0.00	Gas Piping	03/31/2025	\$85.00	429340
Crystal Flash	10368 92ND SE ST	PMBN25-0009	\$0.00	LP Tank	03/31/2025	\$90.00	492417

Trade Total:

\$175.00

Bowne - Plumbing

<u>Permit Applicant</u>	<u>Site Location</u>	<u>Permit #</u>	<u>Project Value</u>	<u>Category</u>	<u>Post Date</u>	<u>Amount Paid</u>	<u>Check Number</u>
East End Plumbing	9871 ALDEN NASH SE AVE	PPBN25-0002	\$0.00	Miscellaneous	03/11/2025	\$85.00	79502

Trade Total:

\$85.00

Grand Totals:

\$6,160.00

ALTO DOWNTOWN DEVELOPMENT AUTHORITY of Bowne Township, MI

PO Box 193

Alto, Michigan 49302

Website: altodda.org

Email: altodda@gmail.com

April 7, 2025

Meeting opened at 7pm. Members present: Sandy, Pat, Donna, Jen, Eva, Randy.

Members absent: Nancy, Beth. Guests: Angela Kinney, Rick Wilkie both representing Alto Meadows.

Secretary minutes: Motion to accept made by Jen, seconded by Pat. Motion carried.

Treasurer's report: Regular and Special Bills: Moved to accept by Donna, seconded by Eva. Motion carried. Motion to accept the Treasurers report made by Pat, seconded by Donna. Motion carried.

Township Report: The new Township Deputy Supervisor is Rick Wilkie.

Old Business: Facilities report: The website is up and running, still getting tweaked by Pat and Beth. We have received a bid for the library roof from Arrow Roofing. We hope for two more bids by next month's meeting. See Jen's Facilities report sheet for more on the facilities report. Budget: Motion to accept final budget made by Eva, seconded by Pat. Motion carried.

New Business: Jen will be the point person to sign up the volunteers on Clean Up Day, April 19. April 25 & 26 - Yard Sale Days, Sandy will be in charge of signing up sellers and maps. May 2 & 3 - Dumpster Days. Beth will get the dumpsters and dumpster sitters for the same price as last year. Sandy requested the location of the signs stating what materials we cannot accept. All DDA members are asked to walk the downtown area and look for items needing repairs and potential problem areas. Should we use Sani-Sweep this year? Eva will coordinate. Election of officers: Donna is resigning as Secretary, Randy moved to replace her with Pat, seconded by Jen. Motion carried. Donna moved that the remaining officers continue in their positions, seconded by Pat. Motion carried.

Visitors Comments: None

Member comments: Alto Meadows needs financial assistance with paving of their roads. DDA cannot help but the Township offices can. 64th Street needs resurfacing.

Meeting adjourned at 8:00pm. Next meeting will be May 5, 2025.

Respectfully submitted:

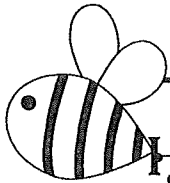
Donna Boelema, Secretary

APRIL, MAY, JUNE 2025



Newsletter

BOWNE TOWNSHIP HISTORICAL COMMISSION



HAPPY SPRING

THERE IS EXCITING NEWS!

We have recently been the recipient of a very generous cash donation from the Kirk Craig Estate. We are sincerely grateful for the gift, and hope to put it to good use in his remembrance. Thank-you Kirk!

THANKS to all our membership for your participation in the Historical Commission. Whether it is a payment for your annual dues, donations, or hands-on work. Without you we could not keep the museum buildings running.



It has been a busy winter of cleaning out, sorting, and archiving our collections in preparation for new displays and eventual inventory.

CALLING VOLUNTEERS!

We'd love to have you help with Alto Elementary Third Grade Annual Field Trip on May 28. We have rotating stations in the museum, schoolhouse, carriage shed, cemetery, and games! If available contact Kim at 616.890.6740! THANKS!

**MAY
3&4**

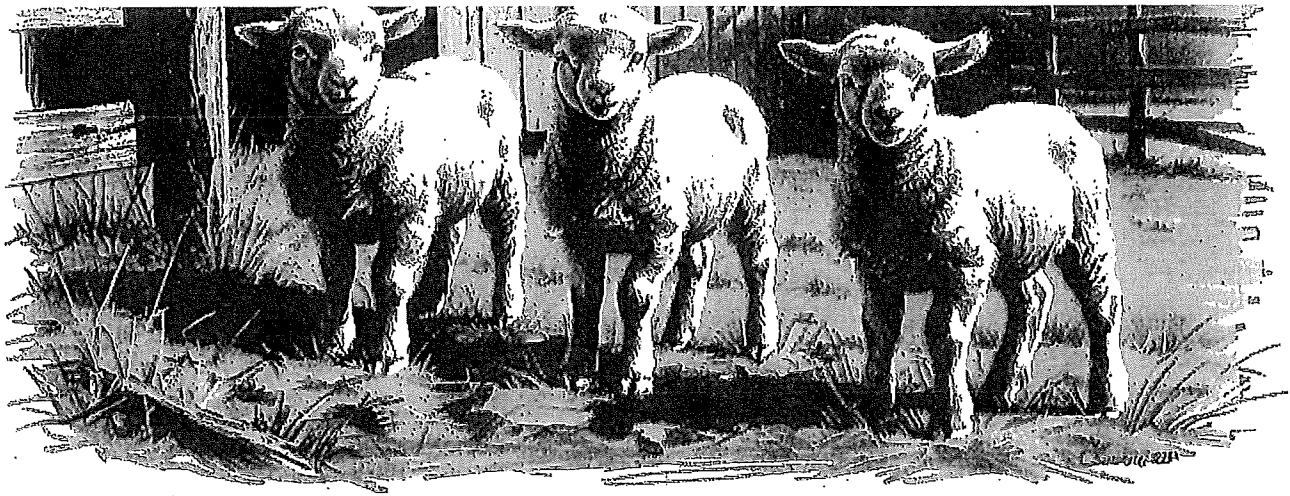
SAT 11AM-7PM
SUN 1-4PM

**SPRING
INTO
THE
PAST
MUSEUM
TOUR**

COME VISIT US

All three of our museums will be open for the annual Tri-River Museum Network SPRING INTO THE PAST TOUR this year.

We will be needing at least 2 volunteers for each building. The B.C. Church has a dinner on Sat. night 5-7pm and it would be nice if we had enough volunteers to be open then. Please let Kim know when you can work.



LETTER FROM THE EDITOR

Hello!

Spring is finally here! The sandhill cranes and robins are home! Won't be too long and we will be seeing fawns.

As with any change of season, there are changes within our Commission. As Dick and Sally moved to Spring Lake, Sally will no longer be our treasurer, and I am attempting to take over the newsletter, as well as the job of Tri-River Museum Network rep. Our relationship with Bowne Twp. remains solid, and Twp treasurer Bonnie Lent-Davis has kindly offered to help us transition.

As Chairperson/President of Bowne Historical Commission, I am looking forward to a year of great activities, carrying on our annual events, and adding the new ones we talked about last year.

The schoolhouse books and shelves are cleaned, as well as the coat and furnace room.

The Ladies Aid Hall stored items were sorted and repacked into new archival containers, and our hallway bookshelves organized to make it easier for those researching family and local histories.

The carriage shed displays are being gathered to make room for possible new items being donated locally from an 1861 Maine farm.

I can't wait to share with everyone our new accessions, and showcase great items that have been unpacked! We are blessed with so many cool artifacts!

We will have the Museums open this year on the 2nd Sat. of the month from 2-4pm, starting with May 10th. thru Sept. 13th. We are available to open our buildings by appointment for any group or individual. Please call or email Kim to arrange.

Thank you for your patience in advance. I am not as tech savvy as I wish - sorry for the delay. Sally did more for us behind the scenes than anyone ever knew, and she did it SO WELL!! THANK YOU SALLY!

Sincerely, Kim Culbertson



CONTACT INFO

All meetings of the Historical Commission are held on the 2nd Monday of the month March thru December @ 10am. Our meetings are held in the museum. You can ALWAYS make an appointment to tour our three buildings. We will open for a family, individual, or group. There is no charge for this service.

CONTACT: KIM CULBERTSON

616-890-6740 kculbertson1957@gmail.com

DEVELOPMENT AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are expressly acknowledged by and agreed upon by the parties hereto, BOWNE TOWNSHIP, a Michigan general law township, with its offices located at 8240 Alden Nash, PO Box 35, Alto, Michigan 49302 (the “Township”) and SGS LAND, LLC, a Michigan limited liability company, with an address of 4441 Causeway Drive NE, Lowell, Michigan 49331 (the “Landowner”), enter into this Development Agreement (the “Agreement”) as of the date that the last party hereto signs below.

RECITALS

A. The Landowner owns certain real property within Bowne Township commonly known as 11602 64th Street, Alto, Michigan 49302 and also as Permanent Parcel No. 41-24-04-300-015, which is legally described as follows:

412404300015 NE 1/4 SW 1/4 EX W 240 FT OF E 690 FT OF N 545
FT & EX COM AT E 1/4 COR TH N 89D 28M 03S W ALONG
E&W 1/4 LINE 2516.70 FT TH S 0D 31M 57S W 33.0 FT TO S
LINE OF 64TH ST TH N 89D 28M 03S W ALONG SD S LINE
86.63 FT TO BEG OF THIS EX – TH N 89D 20M 26S W ALONG
SD S LINE 24.37 FT TH SELY 38.63 FT ON A 25.0 FT RAD
CURVE TO RT /LONG CHORD BEARS S 45D 04M 08S E 34.90
FT/ TO N&S 1/4 LINE TH N 0D 47M 51S W ALONG N&S 1/4
LINE TO BEG * SEC 4 T5N R9W 37.00 A. SPLIT/COMBINED ON
12/11/2013 FROM 41-24-04-300-009

(the “Property”).

B. The Property is approximately 37 acres in size.

C. The Property has been located within the R-5 Manufactured Housing Community zoning district pursuant to the Bowne Township Zoning Ordinance, as amended (the “Zoning Ordinance”) and accompanying zoning map.

D. There exists a housing development commonly referred to as “Alto Meadows” which is located on real property within Bowne Township and is legally described on Exhibit A as attached hereto (the “AM Parcel”).

E. The Landowner has applied to the Township to rezone the Property to the R-3 Urban Residential zoning district designation under the Zoning Ordinance pursuant to the Bowne Township zoning map (the “Zoning Map”). The Landowner has requested that such rezoning be done pursuant to a conditional rezoning.

F. Certain common areas, structures, fixtures and land interests in or to the AM Parcel are or may be owned by the Lettinga Family and/or Thornapple River Development, LLC (collectively, “Lettinga”).

G. There had been a significant number of problems and deficiencies associated with the AM Parcel and the single-family residential development located thereon, as expressly provided in Section 3 of this Agreement including, but not limited to, the following:

- (1) Lettinga owed a significant monetary amount of delinquent/back property taxes attributable to the AM Parcel or individual parcels.
- (2) Lettinga owed a significant monetary amount for delinquent sewer bills attributable to the AM Parcel.

H. The parties intend that this Agreement shall become effective if the Property is rezoned by the Township via a conditional rezoning to the R-3 zoning district designation.

Furthermore, the parties intend that this Agreement will supplement and be in addition to any written conditional rezoning contract entered into by the parties with regard to the Property.

I. The parties hereto intend that the Landowner will correct certain problems and deficiencies associated with the AM Parcel (and the development thereon) as expressly provided in Section 3 of this Agreement at the Landowner's sole cost and expense (where applicable) should this Agreement become effective.

J. The parties recognize that the conditional rezoning was approved by the Township, in part and in reliance on the Landowner complying with all of the commitments and requirements set forth in this Agreement.

K. The Township has determined, and in reliance on the Landowner's representations and agreements contained in this Agreement, that entering into this Agreement and conditionally rezoning the Property is in the best interest of the public health, safety and general welfare.

L. The parties hereto (and specifically, the Landowner as the owner of the Property and also as the general successor to all of the Lettinga interests in the AM Parcel, except for Lettinga's ownership of certain lots being 11755 East Bear Meadows Drive SE and Permanent Parcel No. 41-24-04-401-006, and all of the vacant residential lots owned in the Alto Meadows Development) acknowledge and agree that any past, existing and likely future demand for housing or developments involving mobile homes, manufactured housing and similar dwellings within Bowne Township has been (and will be) met and that there is not currently (nor will there likely be in the near future) any market or other demand for any new, expanded or increased mobile home, manufactured housing or similar communities, developments or parks within Bowne Township. If anything, the parties believe that there is an excess supply (and inadequate demand)

for such communities and developments not only within Bowne Township but within a reasonable distance of the Township.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This Agreement will become effective when signed by the parties hereto and thereafter when and if the conditional rezoning of the Property to the R-3 zoning designation becomes effective.

2. The Conditional Rezoning Agreement. This Agreement shall supplement and be in addition to any written conditional rezoning contract that pertains to the rezoning of the Property to the R-3 zoning district designation. Both this Agreement and any written conditional zoning contract shall be interpreted to be in support of and consistent with one another.

3. The Landowner's Obligations. The Landowner (at the Landowner's sole cost and expense, except as otherwise stated as follows) shall do or ensure all of the following with regard to the AM Parcel:

- (a) The Landowner shall take over and operate the water system currently within and serving the AM Parcel. However, the Alto Meadows Association shall approve such transfer of the water system.
- (b) The Landowner shall provide any and all easements to Bowne Township that are reasonably necessary for the Township's sewer system, public walking trails and general access for various areas, with said easements being granted to the Township without cost.

4. The Sanitary Sewer Lift Station. The Township desires to ensure that the Alto Meadows Association (the "Association") helps improve, repair and upgrade the sewer lift station

on the AM Parcel, so as to allow the Township to take over the components of the sewer system located within the AM Parcel. Such sewer lift station improvement, repair and upgrade shall be paid for 2/3 (i.e. \$59,797.34) by the Landowner and 1/3 (i.e. \$28,898.66) by the Association.

5. Sewer Hookup, REUs and Other Fees and Matters.

(a) ~~5. Sewer Hookup and Other Fees.~~ The Landowner, via its earlier purchase of the Property and otherwise, has rights for connection of up to 60 residential dwelling units per the agreement between Thornapple River Development, LLC and Bowne Township in 2000, when the AM Parcel was developed. At that time, Thornapple River Development, LLC purchased certain REUs, of which 60 sewer hookup rights are left today. Accordingly, the Landowner (and its successors) shall be the beneficiary of such leftover “pre-purchased” sewer hookups for the Property for up to 60 residential dwelling units. However, the Township shall still charge the Operation and Maintenance Fee (“O&M Fee”) and other applicable fees and charges for the 60 lots and pre-purchased REUs, as stipulated in the 2000 agreement, whether the units are connected, used or not. In addition, any dwellings beyond 60 dwelling units on the Property shall be subject to both a sanitary hookup fee and the O&M Fee (currently quarterly) upon hookup. The Landowner (and the homeowners thereafter) shall start paying the applicable ~~water and~~ sewer fees for each unit/lot as the dwellings or buildings thereon hook up. Notwithstanding anything in this Section 4 to the contrary, the Township shall have the discretion and authority to decide which properties (if any) outside of this Property will get sewer hookups (apart from and beyond the 60 sewer hookups specified above).

(b) Bowne Township owns and operates its own public sanitary sewer system (the “Sewer System”). Originally, Thornapple River Development (“TRD”) was granted

the right to purchase and utilize sixty (60) residential equivalent units (“REU”; also sometimes called “future capacity units”), each of which represented the right for one new dwelling to hook into the Sewer System. Sixty REUs allows 60 dwellings to hook into the Sewer System. TRD obtained those 60 REUs during the creation of the original Alto Meadows development (and potential expansion thereof) years ago (as documented in the December, 2000 agreement with the Township in which 40,000 gallons [i.e. 160 REUs] were assigned to TRD during the waste water system expansion).

(c) EFH Properties II, LLC (“EFH Properties II”)/SGS have separately purchased property from TRD, which included the rights for the 60 REUs originally reserved years ago for TRD. Prior to October, 2023, Bowne Township had been billing and collecting sewer maintenance fees from TDR for 35.09 REUs as follows:

EFH Properties II, LLC parcels, 04-400-029 (6.81 Units) and 04-425-002 (6.30 Units);
SGS Land Company LLC, parcels, 04-300-015 (21.98 Units)

(d) None of the 60 REUs allocated to TRD (and now allocated to EFH Properties II/SGS) is currently associated with or assigned to a particular lot or site condominium unit (hereinafter, “lot”) or any dwelling thereon.

(e) Pursuant to an agreement between EFH Properties II and SGS (and without the Township’s prior knowledge), EFH Properties II relinquished its claim or control over the 6.81 REUs and also the 6.3 REUs associated with the two parcels EFH Properties II purchased from TRD, and SGS assumed the claim and control of the 13.11 REUs. The total REUs formerly owned and controlled by EFH Properties II (and now owned and controlled by SGS) is 35.09 REUs.

(f) Effective on the date of this Development Agreement, SGS will pay fees for 35.09 REUs at \$150 per quarter, which equals \$5,263.50 per quarter beginning during

the first quarter of 2025. That amount will increase in 2026 per the Township's rate ordinance .

(g) The rest of the REUs reserved for SGS for future capacity is 24.91 REUs (i.e. 60- 35.09 = 24.91). Billing of sewer maintenance fees by the Township on those 24.91 future REUs will occur as follows:

The 24.91 REUs will be billed at \$150 per quarter to the new owner of each lot (one unit per lot) as the lot is sold and transferred to each new owner. The quarterly charge may be higher if the closing of the lot occurs after December 30, 2025 based on the existing Township fee structure. The quarterly charge increases 10% per calendar year, adjusted each January 1st, and continues every year thereafter. SGS will provide the Township Treasurer with a copy of the deed and contact information for the buyer of each lot following the closing of the sale.

(h) SGS' annual costs on the original 35.09 REUs will only begin to decrease after the first 24.91 lots are transferred and closed to third parties. The billing cost to SGS will then be reduced by \$150 per quarter per lot (or currently quarterly charge) as each of the original 35.09 lots are sold and closed. SGS will continue to be billed for any remaining lots (of the 35.09) until all 60 lots have been transferred to new ownership. The quarterly charge to SGS will increase 10% per calendar year, adjusted each January 1st, and will continue each year until all lots are sold.

(i) Estimated Sewer Costs-based on 35.09 units, increasing 10% per year.

2025 - \$21,054.00

2026 - \$23,159.40

2027 - \$25,475.34

2028 - \$28,022.88

(This does not reflect the reduction in costs from sold lots)

(j) SGS (and successors) shall pay such other and additional Sewer System fees and charges as are applicable or as approved by the Township Board.

(k) EFH Properties II and SGS may allocate matters among each other in compliance with this Development Agreement.

(l) SGS shall provide the Township with a written agreement from EFH Properties II within 21 days of the date of this Agreement indicating that EFH Properties II has transferred all of its REUs hereunder to SGS.

6. Mandatory Hookup. Every dwelling built on the Property shall be hooked up to the Sewer System and also the private water system before occupancy. There shall be no use of private wells or private sanitary sewer systems within the Property. Notwithstanding such requirements, the one proposed unplatted parcel to be created on 64th Street (legally described in Section 24, below) may have a private septic system and water well for that parcel only.

7. Voluntary Act. The Landowner acknowledges and agrees that it has voluntarily entered into this Agreement (as well as a separate conditional rezoning contract regarding the Property) and of the Landowner's own free will, and the Landowner further agrees, acknowledges and confirms that the Landowner and the Property are fully subject to and bound by this Agreement (and also the conditional rezoning contract regarding the Property).

8. Recording. A copy of this Agreement may be recorded by either party with the Kent County Register of Deeds records.

9. Deed Restriction Status; Runs with the Land. This Agreement (once effective) shall be deemed to be a permanent deed restriction/restrictive covenant that touches and concerns the lands involved, shall run with the lands and shall both bind and benefit the parties hereto, as well as their successors, assigns, creditors, transferees and heirs. The Landowner agrees and

acknowledges that this Agreement (and its terms and provisions) shall bind not only the Landowner, but also the Landowner's successors, assigns, creditors, transferees and heirs as well.

10. Supersedes Prior Agreements. Apart from the complementary conditional rezoning contract regarding the Property, this Agreement supersedes and replaces any and all prior agreements and contracts between the parties regarding the subject matter of this Agreement.

11. Breach, Default and Remedies. In the event of a breach or default of this Agreement by either party, the non-breaching/non-defaulting party shall have such remedies as are available pursuant to Michigan law or equity. Specific performance is a remedy expressly available to the non-breaching/non-defaulting party. All remedies shall be deemed to be cumulative and not exclusive or preclusive. This Agreement may be enforced at law or in equity in the Kent County Circuit Court (or equivalent court). Venue shall be in Kent County. Should there be any litigation or legal proceeding(s) regarding the interpretation of this Agreement, any breach or enforcement of the Agreement or involving any of the terms, conditions or requirements of this Agreement, and should the Township prevail in whole or in part, then the Landowner shall reimburse the Township for the Township's reasonable attorneys' fees and costs (incurred by the Township both before the litigation, during the trial court or comparable proceedings, and through any appeal).

12. Compliance with all applicable Ordinances, Codes and Laws. Both the development of the Property and the construction and use of all dwellings and improvements therein must not only be in full compliance with this Agreement (and the separate conditional rezoning contract) but also be in full compliance with all Township, State of Michigan, Kent County and federal laws, ordinances, permits and regulations. In addition, the Landowner shall apply for and obtain all other approvals and permits required by the Township, Kent County, the State of Michigan and federal law for the development and use of the Property. Except as expressly

provided for herein, the parties acknowledge that this Agreement is not, and may not be interpreted as, constituting any type of land division, condominium, stormwater, soil erosion, building code or similar permit or approval and the Landowner remains responsible to apply for and obtain any and all such required additional approvals.

13. No Variances. There shall be no variances from this Agreement, the conditional rezoning contract or the Township Board's rezoning approval for the Property.

14. Amendment or Change. This Agreement shall not be amended, altered or changed except in a written document signed by all parties.

15. Severability. If any term, provision or clause of this Agreement is determined to be unconstitutional or unenforceable by a court of competent jurisdiction, that shall not affect any other provision or clause of this Agreement and the remainder of this Agreement shall remain in full force and effect.

16. Binding Effect; Authority. The parties hereto agree, represent and warrant that they have full authority to sign this Agreement and to make it fully binding and enforceable.

17. Time is of the Essence. Time will be of the essence regarding this Agreement.

18. Applicable Law. This Agreement shall be governed by the laws of the State of Michigan.

19. Counterparts; Effective Date. This Agreement may be executed in two counterparts, each of which when executed shall constitute an original, but all counterparts together shall constitute but one and the same instrument. This Agreement shall be effective as of the effective date of the rezoning of the Property to R-3 (so long as both parties have also signed this Agreement and the separate conditional rezoning contract).

20. Waivers. A waiver of any right or remedy under this Agreement or as provided by law is only effective if given in a writing signed by all parties and shall not be deemed to be waiver of any other breach or default. A failure or delay by a party in exercising any right or remedy under this Agreement or by law shall not constitute a waiver of that or any other right or remedy thereafter.

21. Entire Agreement; Jointly Drafted. Except for the complementary conditional rezoning contract between the parties, this Agreement constitutes the entire agreement and understandings between the parties relating to the subject matter of this Agreement. Except for the complementary conditional rezoning contract between the parties, this Agreement also supersedes all prior negotiations, courses of dealing, other agreements and all representations and promises, whether written or oral, relating to the subject matter of this Agreement. This Agreement shall be deemed jointly drafted by all parties.

22. No Third-Party Beneficiaries. Except as otherwise expressly provided for herein, there are no third-party beneficiaries to this Agreement.

23. Notices. When a notice is required to be given by this Agreement, the written notice shall be either mailed to or hand-delivered to the parties as follows:

- | | |
|-------------------------------|--|
| (a) <u>To Bowne Township:</u> | The Bowne Township Clerk
Bowne Township Offices
8240 Alden Nash
PO Box 35
Alto, MI 49302 |
| (b) <u>To the Landowner:</u> | Steven D. Hanson
SGS Land, LLC
4441 Causeway Drive NE
Lowell, Michigan 49331 |

24. The Lone Parcel. The Landowner may create one (1) unplatted parcel from the Property, which shall be legally described as follows:

PARCEL "A":

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWN 5 NORTH, RANGE 9 WEST, BOWNE TOWNSHIP, KENT COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST 1767.96 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST 180.06 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4; THENCE SOUTH 00 DEGREES 47 MINUTES 51 SECONDS EAST 375.12 FEET PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 4; THENCE NORTH 89 DEGREES 20 MINUTES 27 SECONDS WEST 180.06 FEET PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4; THENCE NORTH 00 DEGREES 47 MINUTES 51 SECONDS WEST 375.12 FEET PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 4 TO THE POINT OF BEGINNING. CONTAINING 1.550 ACRES OF LAND.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART OF THE LAND TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES. ALSO SUBJECT TO AND/OR TOGETHER WITH ANY EASEMENTS, RESTRICTIONS OR CONVEYANCES OF RECORD.

25. Easement to be Retained. A part of the Property is subject to the permanent easement in the document entitled "Agreement," dated December 27, 2000 and recorded with the Kent County Register of Deeds at Liber 5285; Page 916 and is legally described as:

The East 33 feet of the NE ¼ of the SW ¼ of Section 4, Town 5 North, Range 9 West, Bowne Township, Kent County, Michigan.

(the "Easement").

26. Recording. This Development Agreement may be recorded with the Kent County Register of Deeds records.

BOWNE TOWNSHIP, a Michigan general
law township

By _____
Randy Wilcox,
Its Supervisor

And by _____
Karen Hendricks
Its Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by Randy Wilcox, Township Supervisor, and also by Karen Hendricks, Township Clerk, of the Township of Bowne, both on behalf of that Township, who are personally known to me or who have produced their Michigan driver's license as identification.

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____

* * *

LANDOWNER (SGS Land, LLC)

By _____
Steven D. Hanson
Its Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by Steven D. Hanson, as the Managing Member of SGC Land, LLC (a Michigan limited liability company), for and on behalf of SGS Land, LLC, who is personally known to me or who has produced his Michigan driver's license as identification.

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____

Drafted by and when recorded, return to:

Randy Wilcox
Township Supervisor
Bowne Township
8240 Alden Nash, PO Box 35
Alto, Michigan 49302
(616) 868-6846

Exhibit A

(The AM Parcel)

Commencing at the East 1/4 corner of Section 4, T5N, R9W, Bowne Township, Kent County, Michigan; thence N89°28'03"W 1486.64 feet along the East-West 1/4 line of said Section 4 and the centerline of 64th Street (variable width); thence S00°24'46"E 50.00 feet for a PLACE OF BEGINNING; thence S00°24'46"E 320.00 feet along the West line of the East 1486.64 feet of the Southeast 1/4 of said Section 4; thence S89°28'03"E 230.00 feet along the South line of the North 370.00 feet of the Southeast 1/4 of said Section 4; thence S00°24'46"E 290.06 feet; thence N64°07'16"W 342.15 feet; thence S25°52'44"W 80.09 feet; thence S03°59'39"W 24.07 feet; thence S17°19'10"W 832.69 feet; thence S00°31'57"W 26.22 feet; thence 58.92 feet along the arc of a 212.00 foot radius circular curve to the right, chord bearing N59°15'01"W 58.73 feet; thence N51°17'20"W 16.02 feet; thence 30.91 feet along the arc of a 30.00 foot radius circular curve to the left, chord bearing N80°48'27"W 29.56 feet; thence S00°31'57"W 129.70 feet; thence N89°28'03"W 309.00 feet along the South line of the North 1519.32 feet of the Southeast 1/4 of said Section 4; thence N00°31'57"E 70.00 feet; thence N89°28'03"W 43.93 feet; thence N00°31'57"E 158.82 feet; thence N18°32'33"W 28.97 feet; thence N63°39'08"E 103.32 feet; thence S68°21'23"E 43.97 feet; thence 20.84 feet along the arc of a 30.00 foot radius circular curve to the left, chord bearing S07°20'10"W 20.42 feet; thence 49.33 feet along the arc of a 212.00 foot radius circular curve to the right, chord bearing S06°08'02"E 49.22 feet; thence S00°31'57"W 53.92 feet; thence S89°28'03"E 75.23 feet; thence 150.78 feet along the arc of a 118.00 foot radius circular curve to the left, chord bearing N53°55'34"E 140.73 feet; thence N17°19'10"E 605.65 feet; thence 197.59 feet along the arc of a 168.00 foot radius circular curve to the left, chord bearing N16°22'25"W 186.40 feet; thence N50°04'01"W 111.03 feet; thence 149.91 feet along the arc of a 218.00 foot radius circular curve to the left, chord bearing N69°46'02"W 146.98 feet; thence N89°28'03"W 233.07 feet; thence N00°31'57"E 18.61 feet; thence N89°28'03"W 67.19 feet; S70°21'24"W 25.36 feet; thence S89°12'09"W 103.00 feet; thence N00°47'51"W 64.55 feet; thence S89°28'03"E 157.74 feet; thence N00°31'57"E 24.00 feet; thence S89°28'03"E 49.37 feet; thence N00°31'57"E 249.00 feet; thence S89°28'03"E 800.51 feet along the South Right-of-Way line of said 64th Street to the Place of Beginning, containing 14.33 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.


20041122-0152666 11/22/2004
P:3 of 54 F: \$173.00 4:01PM
Mary Hollinkake T20040034561
Kent County, MI Register SEAL

DEVELOPMENT AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are expressly acknowledged by and agreed upon by the parties hereto, BOWNE TOWNSHIP, a Michigan general law township, with its offices located at 8240 Alden Nash, PO Box 35, Alto, Michigan 49302 (the “Township”) and SGS LAND, LLC, a Michigan limited liability company, with an address of 4441 Causeway Drive NE, Lowell, Michigan 49331 (the “Landowner”), enter into this Development Agreement (the “Agreement”) as of the date that the last party hereto signs below.

RECITALS

A. The Landowner owns certain real property within Bowne Township commonly known as 11602 64th Street, Alto, Michigan 49302 and also as Permanent Parcel No. 41-24-04-300-015, which is legally described as follows:

412404300015 NE 1/4 SW 1/4 EX W 240 FT OF E 690 FT OF N 545
FT & EX COM AT E 1/4 COR TH N 89D 28M 03S W ALONG
E&W 1/4 LINE 2516.70 FT TH S 0D 31M 57S W 33.0 FT TO S
LINE OF 64TH ST TH N 89D 28M 03S W ALONG SD S LINE
86.63 FT TO BEG OF THIS EX – TH N 89D 20M 26S W ALONG
SD S LINE 24.37 FT TH SELY 38.63 FT ON A 25.0 FT RAD
CURVE TO RT /LONG CHORD BEARS S 45D 04M 08S E 34.90
FT/ TO N&S 1/4 LINE TH N 0D 47M 51S W ALONG N&S 1/4
LINE TO BEG * SEC 4 T5N R9W 37.00 A. SPLIT/COMBINED ON
12/11/2013 FROM 41-24-04-300-009

(the “Property”).

B. The Property is approximately 37 acres in size.

C. The Property has been located within the R-5 Manufactured Housing Community zoning district pursuant to the Bowne Township Zoning Ordinance, as amended (the “Zoning Ordinance”) and accompanying zoning map.

D. There exists a housing development commonly referred to as “Alto Meadows” which is located on real property within Bowne Township and is legally described on Exhibit A as attached hereto (the “AM Parcel”).

E. The Landowner has applied to the Township to rezone the Property to the R-3 Urban Residential zoning district designation under the Zoning Ordinance pursuant to the Bowne Township zoning map (the “Zoning Map”). The Landowner has requested that such rezoning be done pursuant to a conditional rezoning.

F. Certain common areas, structures, fixtures and land interests in or to the AM Parcel are or may be owned by the Lettinga Family and/or Thornapple River Development, LLC (collectively, “Lettinga”).

G. There had been a significant number of problems and deficiencies associated with the AM Parcel and the single-family residential development located thereon, as expressly provided in Section 3 of this Agreement including, but not limited to, the following:

- (1) Lettinga owed a significant monetary amount of delinquent/back property taxes attributable to the AM Parcel or individual parcels.
- (2) Lettinga owed a significant monetary amount for delinquent sewer bills attributable to the AM Parcel.

H. The parties intend that this Agreement shall become effective if the Property is rezoned by the Township via a conditional rezoning to the R-3 zoning district designation.

Furthermore, the parties intend that this Agreement will supplement and be in addition to any written conditional rezoning contract entered into by the parties with regard to the Property.

I. The parties hereto intend that the Landowner will correct certain problems and deficiencies associated with the AM Parcel (and the development thereon) as expressly provided in Section 3 of this Agreement at the Landowner's sole cost and expense (where applicable) should this Agreement become effective.

J. The parties recognize that the conditional rezoning was approved by the Township, in part and in reliance on the Landowner complying with all of the commitments and requirements set forth in this Agreement.

K. The Township has determined, and in reliance on the Landowner's representations and agreements contained in this Agreement, that entering into this Agreement and conditionally rezoning the Property is in the best interest of the public health, safety and general welfare.

L. The parties hereto (and specifically, the Landowner as the owner of the Property and also as the general successor to all of the Lettinga interests in the AM Parcel, except for Lettinga's ownership of certain lots being 11755 East Bear Meadows Drive SE and Permanent Parcel No. 41-24-04-401-006, and all of the vacant residential lots owned in the Alto Meadows Development) acknowledge and agree that any past, existing and likely future demand for housing or developments involving mobile homes, manufactured housing and similar dwellings within Bowne Township has been (and will be) met and that there is not currently (nor will there likely be in the near future) any market or other demand for any new, expanded or increased mobile home, manufactured housing or similar communities, developments or parks within Bowne Township. If anything, the parties believe that there is an excess supply (and inadequate demand)

for such communities and developments not only within Bowne Township but within a reasonable distance of the Township.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This Agreement will become effective when signed by the parties hereto and thereafter when and if the conditional rezoning of the Property to the R-3 zoning designation becomes effective.

2. The Conditional Rezoning Agreement. This Agreement shall supplement and be in addition to any written conditional rezoning contract that pertains to the rezoning of the Property to the R-3 zoning district designation. Both this Agreement and any written conditional zoning contract shall be interpreted to be in support of and consistent with one another.

3. The Landowner's Obligations. The Landowner (at the Landowner's sole cost and expense, except as otherwise stated as follows) shall do or ensure all of the following with regard to the AM Parcel:

- (a) The Landowner shall take over and operate the water system currently within and serving the AM Parcel. However, the Alto Meadows Association shall approve such transfer of the water system.
- (b) The Landowner shall provide any and all easements to Bowne Township that are reasonably necessary for the Township's sewer system, public walking trails and general access for various areas, with said easements being granted to the Township without cost.

4. The Sanitary Sewer Lift Station. The Township desires to ensure that the Alto Meadows Association (the "Association") helps improve, repair and upgrade the sewer lift station

on the AM Parcel, so as to allow the Township to take over the components of the sewer system located within the AM Parcel. Such sewer lift station improvement, repair and upgrade shall be paid for 2/3 (i.e. \$59,797.34) by the Landowner and 1/3 (i.e. \$28,898.66) by the Association.

5. Sewer Hookup, REUs and Other Fees and Matters.

(a) The Landowner, via its earlier purchase of the Property and otherwise, has rights for connection of up to 60 residential dwelling units per the agreement between Thornapple River Development, LLC and Bowne Township in 2000, when the AM Parcel was developed. At that time, Thornapple River Development, LLC purchased certain REUs, of which 60 sewer hookup rights are left today. Accordingly, the Landowner (and its successors) shall be the beneficiary of such leftover “pre-purchased” sewer hookups for the Property for up to 60 residential dwelling units. However, the Township shall still charge the Operation and Maintenance Fee (“O&M Fee”) and other applicable fees and charges for the 60 lots and pre-purchased REUs, as stipulated in the 2000 agreement, whether the units are connected, used or not. In addition, any dwellings beyond 60 dwelling units on the Property shall be subject to both a sanitary hookup fee and the O&M Fee (currently quarterly) upon hookup. The Landowner (and the homeowners thereafter) shall start paying the applicable sewer fees for each unit/lot as the dwellings or buildings thereon hook up. Notwithstanding anything in this Section 4 to the contrary, the Township shall have the discretion and authority to decide which properties (if any) outside of this Property will get sewer hookups (apart from and beyond the 60 sewer hookups specified above).

(b) Bowne Township owns and operates its own public sanitary sewer system (the “Sewer System”). Originally, Thornapple River Development (“TRD”) was granted the right to purchase and utilize sixty (60) residential equivalent units (“REU”; also

sometimes called “future capacity units”), each of which represented the right for one new dwelling to hook into the Sewer System. Sixty REUs allows 60 dwellings to hook into the Sewer System. TRD obtained those 60 REUs during the creation of the original Alto Meadows development (and potential expansion thereof) years ago (as documented in the December, 2000 agreement with the Township in which 40,000 gallons [i.e. 160 REUs] were assigned to TRD during the waste water system expansion).

(c) EFH Properties II, LLC (“EFH Properties II”)/SGS have separately purchased property from TRD, which included the rights for the 60 REUs originally reserved years ago for TRD. Prior to October, 2023, Bowne Township had been billing and collecting sewer maintenance fees from TDR for 35.09 REUs as follows:

EFH Properties II, LLC parcels, 04-400-029 (6.81 Units) and 04-425-002 (6.30 Units);
SGS Land Company LLC, parcels, 04-300-015 (21.98 Units)

(d) None of the 60 REUs allocated to TRD (and now allocated to EFH Properties II/SGS) is currently associated with or assigned to a particular lot or site condominium unit (hereinafter, “lot”) or any dwelling thereon.

(e) Pursuant to an agreement between EFH Properties II and SGS (and without the Township’s prior knowledge), EFH Properties II relinquished its claim or control over the 6.81 REUs and also the 6.3 REUs associated with the two parcels EFH Properties II purchased from TRD, and SGS assumed the claim and control of the 13.11 REUs. The total REUs formerly owned and controlled by EFH Properties II (and now owned and controlled by SGS) is 35.09 REUs.

(f) Effective on the date of this Development Agreement, SGS will pay fees for 35.09 REUs at \$150 per quarter, which equals \$5,263.50 per quarter beginning during

the first quarter of 2025. That amount will increase in 2026 per the Township's rate ordinance .

(g) The rest of the REUs reserved for SGS for future capacity is 24.91 REUs (i.e. $60 - 35.09 = 24.91$). Billing of sewer maintenance fees by the Township on those 24.91 future REUs will occur as follows:

The 24.91 REUs will be billed at \$150 per quarter to the new owner of each lot (one unit per lot) as the lot is sold and transferred to each new owner. The quarterly charge may be higher if the closing of the lot occurs after December 30, 2025 based on the existing Township fee structure. The quarterly charge increases 10% per calendar year, adjusted each January 1st, and continues every year thereafter. SGS will provide the Township Treasurer with a copy of the deed and contact information for the buyer of each lot following the closing of the sale.

(h) SGS' annual costs on the original 35.09 REUs will only begin to decrease after the first 24.91 lots are transferred and closed to third parties. The billing cost to SGS will then be reduced by \$150 per quarter per lot (or currently quarterly charge) as each of the original 35.09 lots are sold and closed. SGS will continue to be billed for any remaining lots (of the 35.09) until all 60 lots have been transferred to new ownership. The quarterly charge to SGS will increase 10% per calendar year, adjusted each January 1st, and will continue each year until all lots are sold.

(i) Estimated Sewer Costs-based on 35.09 units, increasing 10% per year.

2025 - \$21,054.00

2026 - \$23,159.40

2027 - \$25,475.34

2028 - \$28,022.88

(This does not reflect the reduction in costs from sold lots)

(j) SGS (and successors) shall pay such other and additional Sewer System fees and charges as are applicable or as approved by the Township Board.

(k) EFH Properties II and SGS may allocate matters among each other in compliance with this Development Agreement.

(l) SGS shall provide the Township with a written agreement from EFH Properties II within 21 days of the date of this Agreement indicating that EFH Properties II has transferred all of its REUs hereunder to SGS.

6. Mandatory Hookup. Every dwelling built on the Property shall be hooked up to the Sewer System and also the private water system before occupancy. There shall be no use of private wells or private sanitary sewer systems within the Property. Notwithstanding such requirements, the one proposed unplatted parcel to be created on 64th Street (legally described in Section 24, below) may have a private septic system and water well for that parcel only.

7. Voluntary Act. The Landowner acknowledges and agrees that it has voluntarily entered into this Agreement (as well as a separate conditional rezoning contract regarding the Property) and of the Landowner's own free will, and the Landowner further agrees, acknowledges and confirms that the Landowner and the Property are fully subject to and bound by this Agreement (and also the conditional rezoning contract regarding the Property).

8. Recording. A copy of this Agreement may be recorded by either party with the Kent County Register of Deeds records.

9. Deed Restriction Status; Runs with the Land. This Agreement (once effective) shall be deemed to be a permanent deed restriction/restrictive covenant that touches and concerns the lands involved, shall run with the lands and shall both bind and benefit the parties hereto, as well as their successors, assigns, creditors, transferees and heirs. The Landowner agrees and

acknowledges that this Agreement (and its terms and provisions) shall bind not only the Landowner, but also the Landowner's successors, assigns, creditors, transferees and heirs as well.

10. Supersedes Prior Agreements. Apart from the complementary conditional rezoning contract regarding the Property, this Agreement supersedes and replaces any and all prior agreements and contracts between the parties regarding the subject matter of this Agreement.

11. Breach, Default and Remedies. In the event of a breach or default of this Agreement by either party, the non-breaching/non-defaulting party shall have such remedies as are available pursuant to Michigan law or equity. Specific performance is a remedy expressly available to the non-breaching/non-defaulting party. All remedies shall be deemed to be cumulative and not exclusive or preclusive. This Agreement may be enforced at law or in equity in the Kent County Circuit Court (or equivalent court). Venue shall be in Kent County. Should there be any litigation or legal proceeding(s) regarding the interpretation of this Agreement, any breach or enforcement of the Agreement or involving any of the terms, conditions or requirements of this Agreement, and should the Township prevail in whole or in part, then the Landowner shall reimburse the Township for the Township's reasonable attorneys' fees and costs (incurred by the Township both before the litigation, during the trial court or comparable proceedings, and through any appeal).

12. Compliance with all applicable Ordinances, Codes and Laws. Both the development of the Property and the construction and use of all dwellings and improvements therein must not only be in full compliance with this Agreement (and the separate conditional rezoning contract) but also be in full compliance with all Township, State of Michigan, Kent County and federal laws, ordinances, permits and regulations. In addition, the Landowner shall apply for and obtain all other approvals and permits required by the Township, Kent County, the State of Michigan and federal law for the development and use of the Property. Except as expressly

provided for herein, the parties acknowledge that this Agreement is not, and may not be interpreted as, constituting any type of land division, condominium, stormwater, soil erosion, building code or similar permit or approval and the Landowner remains responsible to apply for and obtain any and all such required additional approvals.

13. No Variances. There shall be no variances from this Agreement, the conditional rezoning contract or the Township Board's rezoning approval for the Property.

14. Amendment or Change. This Agreement shall not be amended, altered or changed except in a written document signed by all parties.

15. Severability. If any term, provision or clause of this Agreement is determined to be unconstitutional or unenforceable by a court of competent jurisdiction, that shall not affect any other provision or clause of this Agreement and the remainder of this Agreement shall remain in full force and effect.

16. Binding Effect; Authority. The parties hereto agree, represent and warrant that they have full authority to sign this Agreement and to make it fully binding and enforceable.

17. Time is of the Essence. Time will be of the essence regarding this Agreement.

18. Applicable Law. This Agreement shall be governed by the laws of the State of Michigan.

19. Counterparts; Effective Date. This Agreement may be executed in two counterparts, each of which when executed shall constitute an original, but all counterparts together shall constitute but one and the same instrument. This Agreement shall be effective as of the effective date of the rezoning of the Property to R-3 (so long as both parties have also signed this Agreement and the separate conditional rezoning contract).

20. Waivers. A waiver of any right or remedy under this Agreement or as provided by law is only effective if given in a writing signed by all parties and shall not be deemed to be waiver of any other breach or default. A failure or delay by a party in exercising any right or remedy under this Agreement or by law shall not constitute a waiver of that or any other right or remedy thereafter.

21. Entire Agreement; Jointly Drafted. Except for the complementary conditional rezoning contract between the parties, this Agreement constitutes the entire agreement and understandings between the parties relating to the subject matter of this Agreement. Except for the complementary conditional rezoning contract between the parties, this Agreement also supersedes all prior negotiations, courses of dealing, other agreements and all representations and promises, whether written or oral, relating to the subject matter of this Agreement. This Agreement shall be deemed jointly drafted by all parties.

22. No Third-Party Beneficiaries. Except as otherwise expressly provided for herein, there are no third-party beneficiaries to this Agreement.

23. Notices. When a notice is required to be given by this Agreement, the written notice shall be either mailed to or hand-delivered to the parties as follows:

- | | |
|-------------------------------|--|
| (a) <u>To Bowne Township:</u> | The Bowne Township Clerk
Bowne Township Offices
8240 Alden Nash
PO Box 35
Alto, MI 49302 |
| (b) <u>To the Landowner:</u> | Steven D. Hanson
SGS Land, LLC
4441 Causeway Drive NE
Lowell, Michigan 49331 |

24. The Lone Parcel. The Landowner may create one (1) unplatted parcel from the

Property, which shall be legally described as follows:

PARCEL "A":

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWN 5 NORTH, RANGE 9 WEST, BOWNE TOWNSHIP, KENT COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST 1767.96 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 20 MINUTES 27 SECONDS EAST 180.06 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4; THENCE SOUTH 00 DEGREES 47 MINUTES 51 SECONDS EAST 375.12 FEET PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 4; THENCE NORTH 89 DEGREES 20 MINUTES 27 SECONDS WEST 180.06 FEET PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4; THENCE NORTH 00 DEGREES 47 MINUTES 51 SECONDS WEST 375.12 FEET PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 4 TO THE POINT OF BEGINNING. CONTAINING 1.550 ACRES OF LAND.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART OF THE LAND TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES. ALSO SUBJECT TO AND/OR TOGETHER WITH ANY EASEMENTS, RESTRICTIONS OR CONVEYANCES OF RECORD.

25. Easement to be Retained. A part of the Property is subject to the permanent

easement in the document entitled "Agreement," dated December 27, 2000 and recorded with the

Kent County Register of Deeds at Liber 5285; Page 916 and is legally described as:

The East 33 feet of the NE ¼ of the SW ¼ of Section 4, Town 5 North, Range 9 West, Bowne Township, Kent County, Michigan.

(the "Easement").

26. Recording. This Development Agreement may be recorded with the Kent County

Register of Deeds records.

BOWNE TOWNSHIP, a Michigan general
law township

By _____
Randy Wilcox,
Its Supervisor

And by _____
Karen Hendricks
Its Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by Randy Wilcox, Township Supervisor, and also by Karen Hendricks, Township Clerk, of the Township of Bowne, both on behalf of that Township, who are personally known to me or who have produced their Michigan driver's license as identification.

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____

* * *

LANDOWNER (SGS Land, LLC)

By _____
Steven D. Hanson
Its Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by Steven D. Hanson, as the Managing Member of SGC Land, LLC (a Michigan limited liability company), for and on behalf of SGS Land, LLC, who is personally known to me or who has produced his Michigan driver’s license as identification.

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____


Drafted by and when recorded, return to:

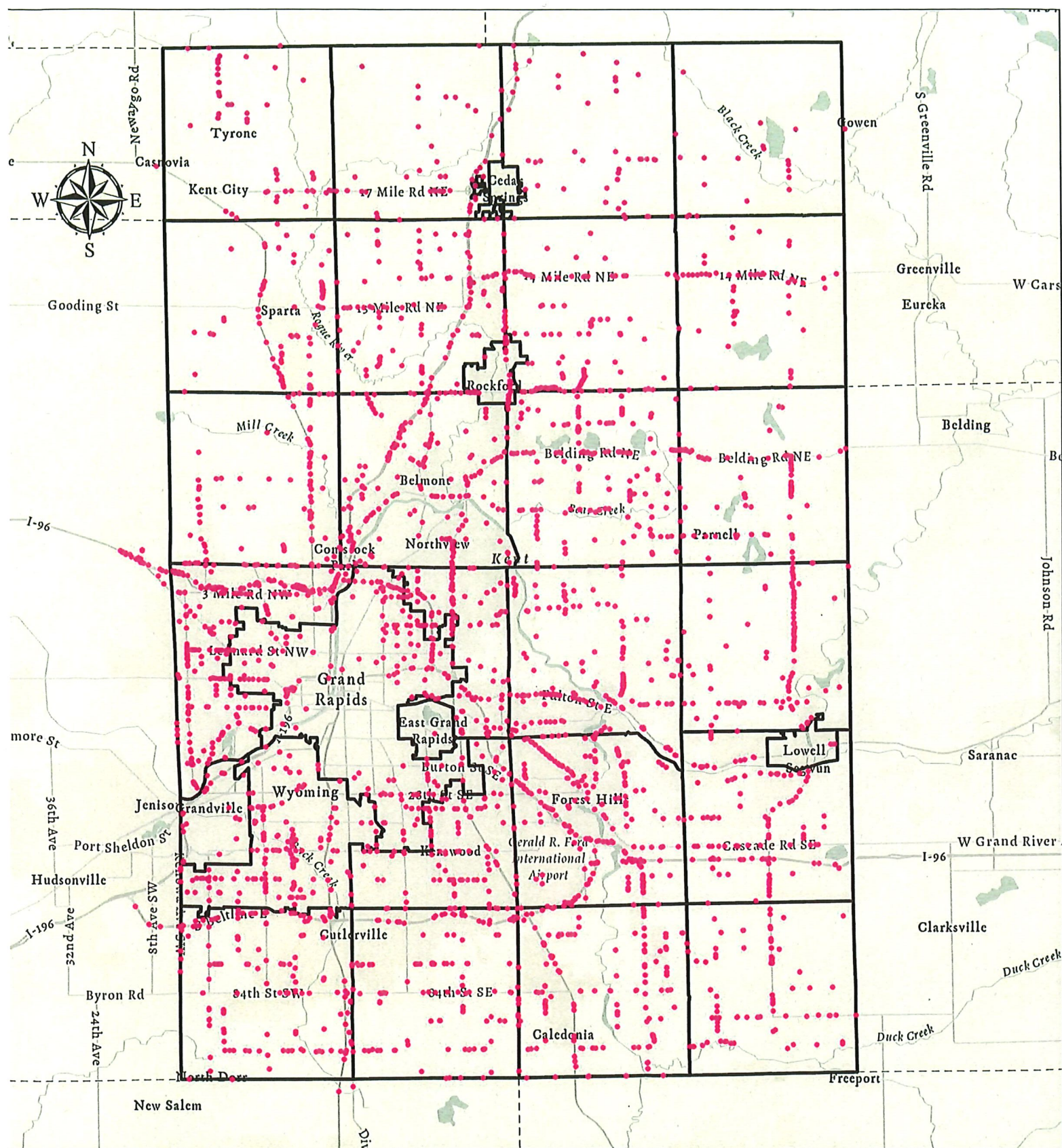
Randy Wilcox
Township Supervisor
Bowne Township
8240 Alden Nash, PO Box 35
Alto, Michigan 49302
(616) 868-6846

Exhibit A

(The AM Parcel)

Commencing at the East 1/4 corner of Section 4, T5N, R9W, Bowne Township, Kent County, Michigan; thence N89°28'03"W 1486.64 feet along the East-West 1/4 line of said Section 4 and the centerline of 64th Street (variable width); thence S00°24'46"E 50.00 feet for a PLACE OF BEGINNING; thence S00°24'46"E 320.00 feet along the West line of the East 1486.64 feet of the Southeast 1/4 of said Section 4; thence S89°28'03"E 230.00 feet along the South line of the North 370.00 feet of the Southeast 1/4 of said Section 4; thence S00°24'46"E 290.06 feet; thence N64°07'16"W 342.15 feet; thence S25°52'44"W 80.09 feet; thence S03°59'39"W 24.07 feet; thence S17°19'10"W 832.69 feet; thence S00°31'57"W 26.22 feet; thence 58.92 feet along the arc of a 212.00 foot radius circular curve to the right, chord bearing N59°15'01"W 58.73 feet; thence N51°17'20"W 16.02 feet; thence 30.91 feet along the arc of a 30.00 foot radius circular curve to the left, chord bearing N80°48'27"W 29.56 feet; thence S00°31'57"W 129.70 feet; thence N89°28'03"W 309.00 feet along the South line of the North 1519.32 feet of the Southeast 1/4 of said Section 4; thence N00°31'57"E 70.00 feet; thence N89°28'03"W 43.93 feet; thence N00°31'57"E 158.82 feet; thence N18°32'33"W 28.97 feet; thence N63°39'08"E 103.32 feet; thence S68°21'23"E 43.97 feet; thence 20.84 feet along the arc of a 30.00 foot radius circular curve to the left, chord bearing S07°20'10"W 20.42 feet; thence 49.33 feet along the arc of a 212.00 foot radius circular curve to the right, chord bearing S06°08'02"E 49.22 feet; thence S00°31'57"W 53.92 feet; thence S89°28'03"E 75.23 feet; thence 150.78 feet along the arc of a 118.00 foot radius circular curve to the left, chord bearing N53°55'34"E 140.73 feet; thence N17°19'10"E 605.65 feet; thence 197.59 feet along the arc of a 168.00 foot radius circular curve to the left, chord bearing N16°22'25"W 186.40 feet; thence N50°04'01"W 111.03 feet; thence 149.91 feet along the arc of a 218.00 foot radius circular curve to the left, chord bearing N69°46'02"W 146.98 feet; thence N89°28'03"W 233.07 feet; thence N00°31'57"E 18.61 feet; thence N89°28'03"W 67.19 feet; S70°21'24"W 25.36 feet; thence S89°12'09"W 103.00 feet; thence N00°47'51"W 64.55 feet; thence S89°28'03"E 157.74 feet; thence N00°31'57"E 24.00 feet; thence S89°28'03"E 49.37 feet; thence N00°31'57"E 249.00 feet; thence S89°28'03"E 800.51 feet along the South Right-of-Way line of said 64th Street to the Place of Beginning, containing 14.33 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.


20041122-0152666 11/22/2004
P:3 of 54 F \$173.00 4:01PM
Mary Hollinrake T20040934561
Kent County MI Register SEAL



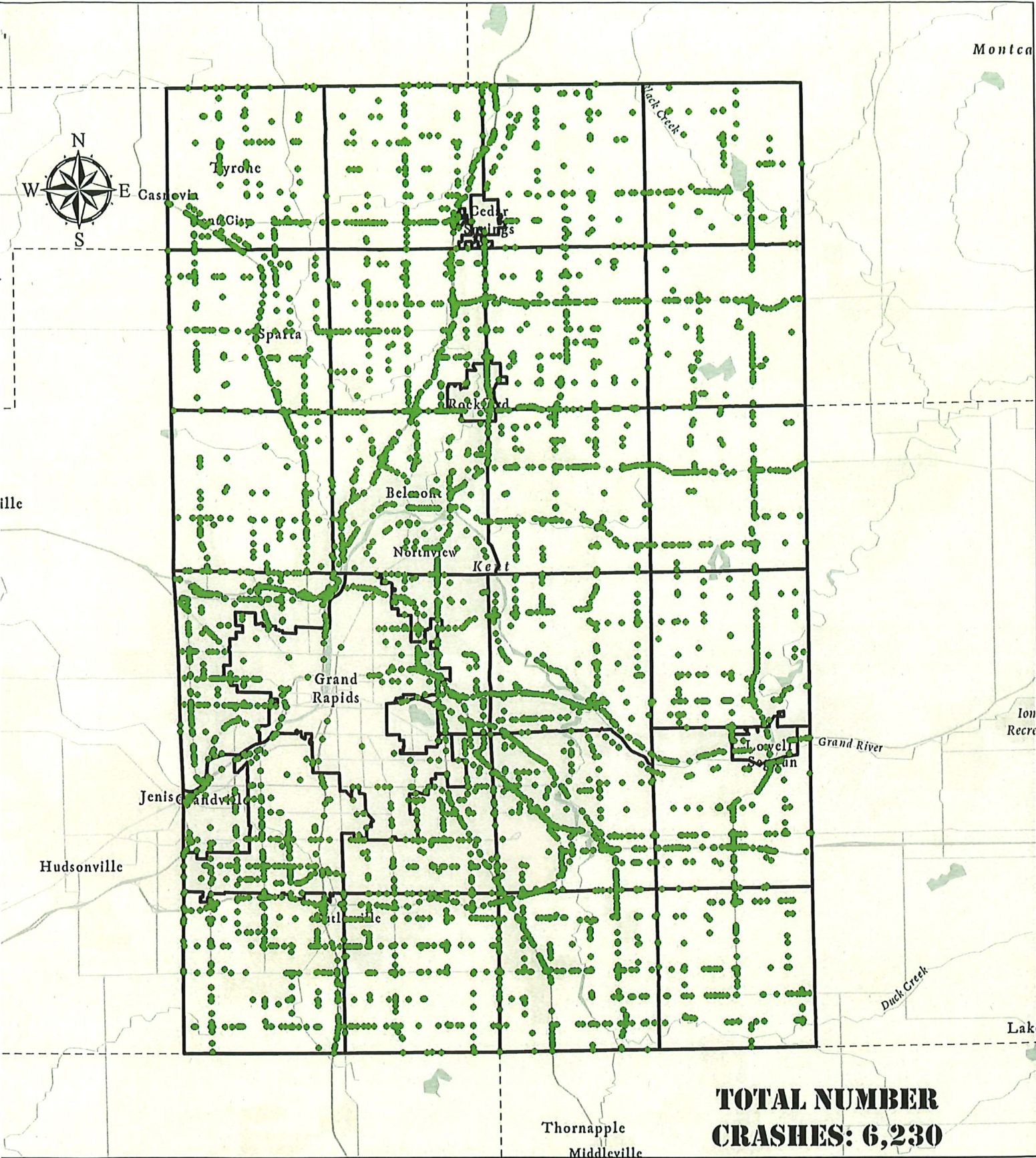
Legend

- Deer Carcass Locations
- ▭ Kent County Municipalities

Deer carcass pick-up locations within Kent County, Michigan (April 2024 - January 2025)

Total Number of Carcasses
picked up- 3,022

0 5 10 20 Miles

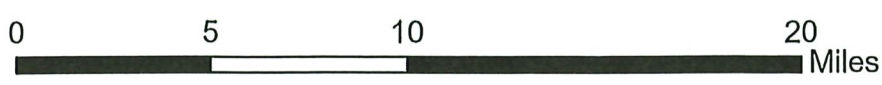


**TOTAL NUMBER
CRASHES: 6,230**

Legend

- Kent County Car/Deer Crashes 2021-2023
- ▭ Kent county Municipalities

Car/Deer Crashes Kent County, Michigan from 2021-2023. Source Michigan State Police UD-10.



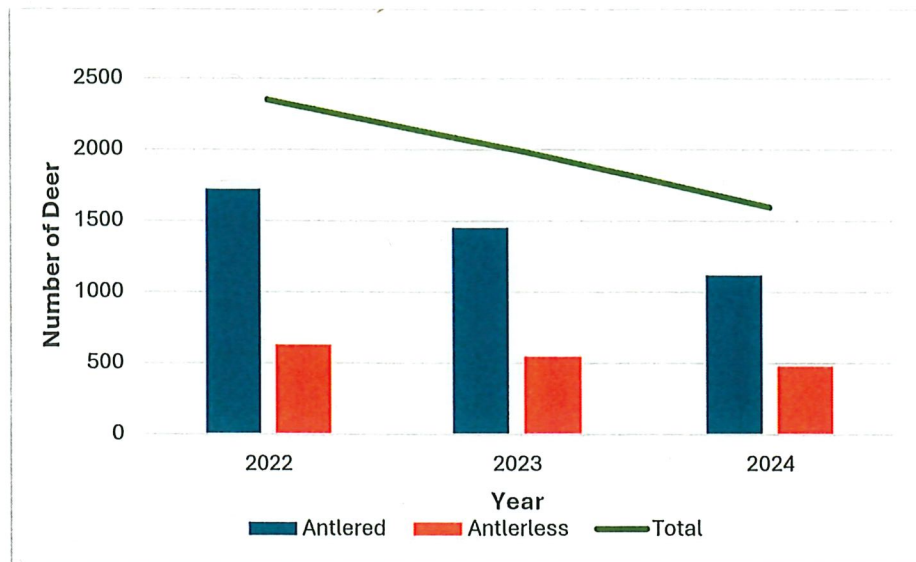


Figure 1. Number of White-tailed Deer (*Odocoileus virginianus*) harvested in Kent County, Michigan, during archery hunting season by year. (Source: Michigan Department of Natural Resources. (n.d.). Hunt Fish Michigan App. Michigan.gov. Retrieved March 18, 2025, from <https://www.michigan.gov/dnr/things-to-do/hunting/huntfishmi>.)

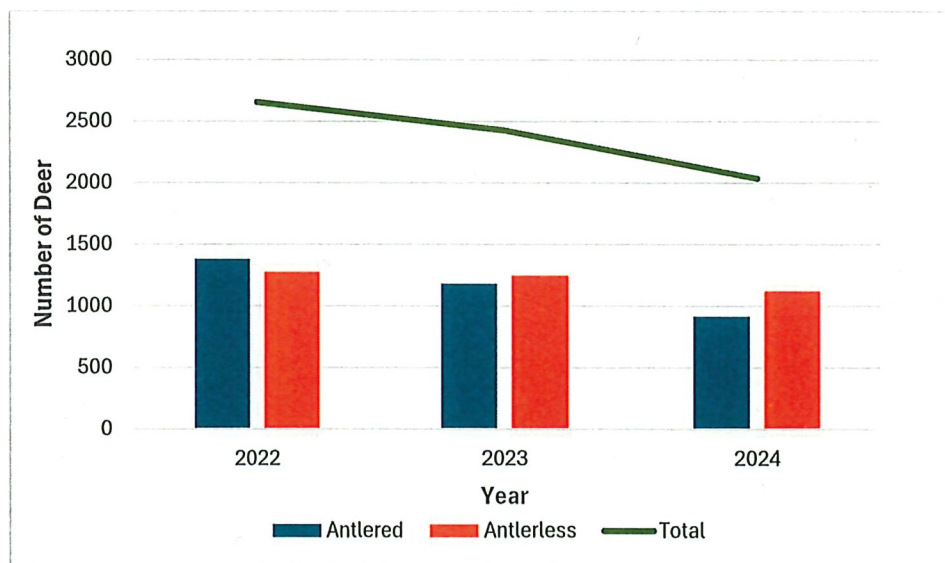


Figure 2. Number of White-tailed Deer (*Odocoileus virginianus*) harvested in Kent County, Michigan, during Firearm hunting season by year. (Source: Michigan Department of Natural Resources. (n.d.). Hunt Fish Michigan App. Michigan.gov. Retrieved March 18, 2025, from <https://www.michigan.gov/dnr/things-to-do/hunting/huntfishmi>.)

	2022 Totals		2023 Totals		2024 Totals	
Season	Michigan	Kent County	Michigan	Kent County	Michigan	Kent County
Firearm	180,918	2,653	166,612	2,425	167,726	2,034
Archery	95,328	2,348	84,181	1,996	82,599	1,594
Early Antlerless	3,475	63	3,721	92	3,449	64
Late Extended Antlerless	NA	NA	NA	NA	13,301	239
Overall Total	303,055	5,525	274,282	4,868	298,864	4,088



Register NOW for the 2025 MAMC Summer Conference!

The 25th MAMC Summer Conference will be held June 2-6, 2025 at the Delta Hotels by Marriott Muskegon Convention Center in Muskegon, Michigan.

Our theme for conference will be "25th Anniversary Sterling Silver Jubilee."

We hope you will join us for a week of amazing educational sessions and the opportunity to connect with clerks from around the state.

Interested in being a sponsor or a vendor? Click [here](#) for vendor/sponsorship information.

Registration ends May 2nd.

Registration Options

Pre-Conference Sessions Only

Clerking 101 (Monday–Tuesday)

Member \$300*

Non-Member \$350*

Masters Class (Tuesday)

Member \$175*

Non-Member \$225*

Pre-Conference Sessions and Conference

Clerking 101 and Conference (Monday–Friday)

Member \$700*

Non-Member \$750*

Masters Class and Conference (Tuesday–Friday)

Member \$575*

Non-Member \$625*

Conference Only (Wednesday–Friday)

Member \$400*

Non-Member \$450*

**After May 2, a \$75 late fee will be applied.*

Register now!

HOTEL RESERVATIONS

Due to significant demand the MAMC original room block and all additional rooms added to the block are currently sold out at The Delta by Marriott.

Shoreline Inn

MAMC has secured an additional room block at the Shoreline Inn & Conference Center, located at 750 Terrace Point Drive, Muskegon. The rate for a standard room is \$189 while the rate for a corner room is \$219.

Guests may reserve rooms at the Shoreline via telephone or online.

By Phone: Guests should call the hotel at 231.720.4200 and use prompt '5' to speak to the front desk. Guests should mention they are reserving a room with the MAMC block, over the week of June 2.

Online: Guests should use the following

link: <https://www.choicehotels.com/reservations/groups/UY90Q2>. *Please note: The link will automatically pull rooms for the whole week. If you don't need accommodations for the whole week, please adjust check-in and check-out dates accordingly.*

Book Room>>

Week at a Glance*

Monday, June 2:

7:30a-8:30a | Clerking 101 Registration Open

8:30a-4:30p | Clerking 101 2-day bootcamp

Tuesday, June 3:

7:30a-8:30a | Clerking 101/Master Class Registration Open

8:30a-4:30p | Clerking 101/Master Class

6:00p | Welcome Reception

Wednesday, June 4:

7:30a-8:30a | Walk/Run

8:30a | Registration Desk open

9:00a-11:30a | Opening Session/MAMC Membership Meeting

11:30a-Noon | MiExcellence Awards

Noon-1:00p | Lunch

11:30a-5:30p | Silent Auction open

10a-5:30p | Vendor Exhibits open

1:00p-4:00p | Open Meetings Act and Minutes

4:00p-5:30p | Vendor Showcase/Meet & Greet/Social Hour

Thursday, June 5:

7:30a-8:30a | Breakfast

7:30a-2:55p | Silent Auction Open

8:30a-4:30p | Educational Classes/Breakout Sessions

10:00a-10:15a | Break

Noon-1:30p | Lunch with Vendors

12:30p | Vendor Introductions & Giveaways

6:30p-7:15p | Welcome; Clerk of the Year & President Recognition

7:15p-10:30p | Invocation, President's Dinner & Entertainment

Friday, June 6:

7:30a-8:30a | Breakfast

8:30a-9:15a | MAMC Membership Meeting & Swearing of Oaths/Bingo & App Prizes
Awarded

9:15a-11:00a | Bureau of Elections Update

**Schedule subject to change*



**Holly Thompson, MMC, MiPMC
Conference Committee Chair
City of Williamston**



**Rebecca Johnson, CMC, MiPMC
Vice Conference Committee Chair
City of Cedar Springs**



Kent County Road Commission

April 3, 2025

On behalf of the Board of the Kent County Road Commission, I would like to invite you and your township's leadership team to our annual luncheon:

Township Luncheon Open House

Wednesday, May 14, 2025

Grilled steak and chicken served

Visit with us any time between

11:00 a.m. – 1:30 p.m.

Townsend Park

8280 6 Mile Road

Cannonsburg, MI

This informal gathering provides a great opportunity for township leaders to gather with KCRC commissioners and staff, ask questions about the current construction season, and discuss future township needs and objectives.

Please RSVP to Karen Luneke at 616-242-6960 or kluneke@kentcountyroads.net by Tuesday, May 6 with the names of those who will be attending.

I look forward to seeing you and your team on May 14. If you have any questions ahead of the event, please do not hesitate to contact me.

Jerry Byrne

Managing Director

(616) 242.6960

jbyrne@kentcountyroads.net

Working to Keep Kent County Moving

1900 4 Mile Road NW, Walker, MI 49544 | (616) 242-6900 | kentcountyroads.net