



Georgetown Charter Township
1515 Baldwin St., Jenison, MI 49428
Finance Committee Meeting Agenda
Monday, January 19, 2026, 8:00 AM

1. Call To Order
2. Roll Call
3. Approval Of The Minutes Of The Previous Meeting
 - 3.I. December 15, 2025 Finance Committee Meeting Minutes

Documents:

[FC251215.PDF](#)

4. Communications, Letters And Reports
5. Local Civic Organization Request (Redeemed Mobile Boutique)

Motion: To recommend to the Township Board to approve the resolution recognizing Redeemed Mobile Boutique as a nonprofit organization operating in the community for the purpose of obtaining charitable gaming license.

Documents:

[CHARITABLE GAMING APPLICATION.PDF](#)
[REDEEMED MOBILE BOUTIQUE BYLAWS.PDF](#)
[RESOLUTION.PDF](#)

6. Benefit Manual Addition Discussion – Gym Memberships

Documents:

[BENEFIT MANUAL ADDITION- OPTION 1.PDF](#)
[PHYSICAL FITNESS PROGRAM-BENEFITS MANUAL 2026 OPTION 2.PDF](#)

7. Election Early Voting Printing And Mailing Services Contract

Motion: To recommend to the Township Board to approve the Election Early Voting Printing and Mailing Services Contract.

Documents:

[ELECTION EARLY VOTING PRINTING AND MAILING SERVICES CONTRACT -](#)

8. Election Printing Service Contract

Motion: To recommend to the Township Board to approve the Election Printing Service Contract.

Documents:

[ELECTION PUBLISHING SERVICE CONTRACT.PDF](#)

9. Revision To Policy 2005-06, Bid And Quotation Requirements Policy

Motion: To recommend to the Township Board to approve the revision to Policy 2005-06, Bid Quotation Requirements Policy.

Documents:

[POLICY 2005-06 REVISION.PDF](#)

10. Public Comments

11. Other Business

12. Adjournment

**MINUTES OF THE GEORGETOWN TOWNSHIP FINANCE COMMITTEE MEETING
HELD MONDAY, DECEMBER 15, 2025**

The meeting was called to order at 8:00 a.m.

Present: Gene DeWitt, John Schwalm, Jim Wierenga members; Justin Stadt, Superintendent; Andy Rienstra, Assistant Superintendent
Absent: None

#251215-01 – Finance Committee Minutes of the Previous Meeting

Moved by John Schwalm, seconded by Gene DeWitt, to approve the minutes of the [December 01, 2025 meeting](#).

MOTION CARRIED UNANIMOUSLY

#251215-02 – Communications, Letters, and Reports

None

#251215-03 – Resolution to Terminate the Industrial District at 6778 18th Avenue

Moved by John Schwalm, seconded by Jim Wierenga, to schedule a public hearing for January 12, 2026, to publish the notice for the hearing as required by law, to send written notices as required by law, and to recommend to the Township Board to approve the Resolution to Terminate the Industrial Development District for the Property at 6778 18th Avenue.

GEORGETOWN CHARTER TOWNSHIP
OTTAWA COUNTY, Michigan

(Resolution No. _____)

At a regular meeting of the Township Board for the Charter Township of Georgetown held at the Township offices on _____, 2025 at _____ p.m., this Resolution was offered for adoption by Township Board Member _____ and was seconded by Township Board Member _____:

A RESOLUTION TO TERMINATE THE INDUSTRIAL DEVELOPMENT DISTRICT FOR THE PROPERTY LOCATED AT 6778 18th AVENUE, JENISON, MICHIGAN.

RECITALS

WHEREAS, Georgetown Charter Township (the “Township”) has previously established an industrial development district (the “Development District”) for the property in the Township commonly known as 6778 18th Avenue, Jenison, Michigan 49428 (PPNs: 70-14-22-400-029; 70-14-22-400-030) (hereinafter, collectively the “Property”), pursuant to the Michigan Plant Rehabilitation and Industrial Development Districts Act, PA 198 of 1974 (hereinafter, “PA 198”),

as amended;

WHEREAS, the Township Board recognizes that there are no longer any industrial facilities exemption certificates remaining in effect for the Property as of the date of this Resolution;

WHEREAS, due to the expiration of all previous industrial facilities exemption certificates, the Township Board no longer believes that it is necessary to maintain the Development District for the Property and wishes to terminate it in accordance with Section 4 of PA 198;

WHEREAS, a public hearing has been held on the issue of the proposed termination of the Development District for the Property, and written notice of the public hearing was provided by certified mail to the current owner(s) of the Property, at least 14 days prior to the date of the public hearing.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Recitals above are hereby incorporated into this Resolution as if restated herein verbatim.
2. The Township Board finds that the Development District located at 6778 18th Avenue, Jenison, Michigan 49428 (PPNs: 70-14-22-400-029; 70-14-22-400-030), meets the legal qualifications to permit the Township Board to terminate the Development District for the Property.
3. Having considered all of the comments presented at the public hearing on the proposed termination of the Development District, the Development District located at 6778 18th Avenue, Jenison, Michigan 49428 (PPNs: 70-14-22-400-029; 70-14-22-400-030), is hereby terminated.
4. The Township Superintendent, or his/her designee, is hereby authorized to take any and all further reasonable action required to termination of the Development District for the Property, as specified in this Resolution.
5. This Resolution is effective immediately, and it shall supersede any prior inconsistent resolutions of the Township Board.

The vote to adopt this Resolution was as follows:

YEAS:

NAYS:

ABSENT/ABSTAIN:

RESOLUTION IS HEREBY DECLARED ADOPTED.

CERTIFICATION

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

Respectfully submitted,

By: _____

Kelly Kuiper

Georgetown Charter Township Clerk

Attachments:

- [Resolution](#)

#251215-04 – Resolution to Terminate the Industrial District at 4101 Chicago Drive

Moved by Jim Wierenga, seconded by John Schwalm, to schedule a public hearing for January 12, 2026, to publish the notice for the hearing as required by law, to send written notices as required by law, and to recommend to the Township Board to approve the Resolution to Terminate the Industrial Development District for the Property Located at 4101 Chicago Drive.

GEORGETOWN CHARTER TOWNSHIP
OTTAWA COUNTY, Michigan

(Resolution No. _____)

At a regular meeting of the Township Board for the Charter Township of Georgetown held at the Township offices on _____, 2025 at _____ p.m., this Resolution was offered for adoption by Township Board Member _____ and was seconded by Township Board Member _____:

A RESOLUTION TO TERMINATE THE INDUSTRIAL DEVELOPMENT DISTRICT FOR THE PROPERTY LOCATED AT 4101 CHICAGO DRIVE, HUDSONVILLE, MICHIGAN.

RECITALS

WHEREAS, Georgetown Charter Township (the “Township”) has previously established an industrial development district (the “Development District”) for the property in the Township commonly known as 4101 Chicago Drive, Hudsonville, Michigan 49426 (PPN: 70-14-31-400-057) (hereinafter, the “Property”), pursuant to the Michigan Plant Rehabilitation and Industrial Development Districts Act, PA 198 of 1974 (hereinafter, “PA 198”), as amended;

WHEREAS, the Township Board recognizes that there are no longer any industrial facilities exemption certificates remaining in effect for the Property as of the date of this Resolution;

WHEREAS, due to the expiration of all previous industrial facilities exemption certificates, the Township Board no longer believes that it is necessary to maintain the Development District for the Property and wishes to terminate it in accordance with Section 4 of PA 198;

WHEREAS, a public hearing has been held on the issue of the proposed termination of the

Development District for the Property, and written notice of the public hearing was provided by certified mail to the current owner(s) of the Property, at least 14 days prior to the date of the public hearing.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Recitals above are hereby incorporated into this Resolution as if restated herein verbatim.
2. The Township Board finds that the Development District located at 4101 Chicago Drive, Hudsonville, Michigan 49426 (PPN: 70-14-31-400-057), meets the legal qualifications to permit the Township Board to terminate the Development District for the Property.
3. Having considered all of the comments presented at the public hearing on the proposed termination of the Development District, the Development District located at 4101 Chicago Drive, Hudsonville, Michigan 49426 (PPN: 70-14-31-400-057), is hereby terminated.
4. The Township Superintendent, or his/her designee, is hereby authorized to take any and all further reasonable action required to termination of the Development District for the Property, as specified in this Resolution.
5. This Resolution is effective immediately, and it shall supersede any prior inconsistent resolutions of the Township Board.

The vote to adopt this Resolution was as follows:

YEAS:

NAYS:

ABSENT/ABSTAIN:

RESOLUTION IS HEREBY DECLARED ADOPTED.

CERTIFICATION

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

Respectfully submitted,

By: _____

Kelly Kuiper

Georgetown Charter Township Clerk

MOTION CARRIED UNANIMOUSLY

Attachments:
- [Resolution](#)

#251215-05 – Resolution to Terminate the Industrial District at 2700 Chicago Drive

Moved by Jim Wierenga, seconded by John Schwalm, to schedule a public hearing for January 12, 2026, to publish the notice for the hearing as required by law, to send written notices as required by law, and to recommend to the Township Board to approve the Resolution to Terminate the Industrial Development District for the property at 2700 Chicago Drive.

GEORGETOWN CHARTER TOWNSHIP
OTTAWA COUNTY, Michigan

(Resolution No. _____)

At a regular meeting of the Township Board for the Charter Township of Georgetown held at the Township offices on _____, 2025 at _____ p.m., this Resolution was offered for adoption by Township Board Member _____ and was seconded by Township Board Member _____:

A RESOLUTION TO TERMINATE THE INDUSTRIAL DEVELOPMENT DISTRICT FOR THE PROPERTY LOCATED AT 2700 CHICAGO DRIVE, HUDSONVILLE, MICHIGAN.

RECITALS

WHEREAS, Georgetown Charter Township (the “Township”) has previously established an industrial development district (the “Development District”) for the property in the Township commonly known as 2700 Chicago Drive, Hudsonville, Michigan 49426 (PPN: 70-14-28-400-072) (hereinafter, the “Property”), pursuant to the Michigan Plant Rehabilitation and Industrial Development Districts Act, PA 198 of 1974 (hereinafter, “PA 198”), as amended;

WHEREAS, the Township Board recognizes that there are no longer any industrial facilities exemption certificates remaining in effect for the Property as of the date of this Resolution;

WHEREAS, due to the expiration of all previous industrial facilities exemption certificates, the Township Board no longer believes that it is necessary to maintain the Development District for the Property and wishes to terminate it in accordance with Section 4 of PA 198;

WHEREAS, a public hearing has been held on the issue of the proposed termination of the Development District for the Property, and written notice of the public hearing was provided by certified mail to the current owner(s) of the Property, at least 14 days prior to the date of the public hearing.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Recitals above are hereby incorporated into this Resolution as if restated herein verbatim.
2. The Township Board finds that the Development District located at 2700 Chicago Drive, Hudsonville, Michigan 49426 (PPN: 70-14-28-400-072), meets the legal qualifications to permit the Township Board to terminate the Development District for the Property.
3. Having considered all of the comments presented at the public hearing on the proposed termination of the Development District, the Development District located at 2700 Chicago Drive, Hudsonville, Michigan 49426 (PPN: 70-14-28-400-072), is hereby terminated.
4. The Township Superintendent, or his/her designee, is hereby authorized to take any and all further reasonable action required to termination of the Development District for the Property, as specified in this Resolution.
5. This Resolution is effective immediately, and it shall supersede any prior inconsistent resolutions of the Township Board.

The vote to adopt this Resolution was as follows:

YEAS:

NAYS:

ABSENT/ABSTAIN:

RESOLUTION IS HEREBY DECLARED ADOPTED.

CERTIFICATION

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

Respectfully submitted,

By: _____

Kelly Kuiper

Georgetown Charter Township Clerk

MOTION CARRIED UNANIMOUSLY

Attachments:
- [Resolution](#)

#251215-06 – Resolution to Terminate the Industrial District at 1765 Chicago Drive, 6722 18th Avenue, and 1725 Port Sheldon Street

Moved by John Schwalm, seconded by Gene DeWitt, to schedule a public hearing for January 12, 2026, to publish the notice for the hearing as required by law, to send written notices as required by law, and recommend to the Township Board to approve the Resolution to Terminate the Industrial Development District for the Properties at 1765 Chicago Drive, 6722 18th Avenue, and 1725 Port Sheldon Street.

GEORGETOWN CHARTER TOWNSHIP
OTTAWA COUNTY, Michigan

(Resolution No. _____)

At a regular meeting of the Township Board for the Charter Township of Georgetown held at the Township offices on _____, 2025 at _____ p.m., this Resolution was offered for adoption by Township Board Member _____ and was seconded by Township Board Member _____:

A RESOLUTION TO TERMINATE THE INDUSTRIAL DEVELOPMENT DISTRICT FOR THE PROPERTIES LOCATED AT 1765 CHICAGO DRIVE, JENISON, MICHIGAN; 6722 18th AVENUE, JENISON, MICHIGAN; AND 1725 PORT SHELDON STREET, JENISON, MICHIGAN.

RECITALS

WHEREAS, Georgetown Charter Township (the “Township”) has previously established an industrial development district (the “Development District”) for the properties in the Township commonly known as 6722 18th Avenue, Jenison, Michigan 49428 (PPN: 70-14-22-400-037); 1675 Chicago Drive, Jenison, Michigan 49428 (PPN: 70-14-22-400-038); and 1725 Port Sheldon Street, Jenison, Michigan 49428 (PPN: 70-14-22-400-042) (with these three parcel collectively referred to herein as the “Properties”), pursuant to the Michigan Plant Rehabilitation and Industrial Development Districts Act, PA 198 of 1974 (hereinafter, “PA 198”), as amended;

WHEREAS, the Township Board recognizes that there are no longer any industrial facilities exemption certificates remaining in effect for the Properties as of the date of this Resolution; WHEREAS, due to the expiration of all previous industrial facilities exemption certificates, the Township Board no longer believes that it is necessary to maintain the Development District for the Properties and wishes to terminate it in accordance with Section 4 of PA 198;

WHEREAS, a public hearing has been held on the issue of the proposed termination of the Development District for the Properties, and written notice of the public hearing was provided by certified mail to the current owner(s) of the Properties, at least 14 days prior to the date of the public hearing.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Recitals above are hereby incorporated into this Resolution as if restated herein verbatim.
2. The Township Board finds that the Development District located at 6722 18th Avenue, Jenison, Michigan 49428 (PPN: 70-14-22-400-037); 1675 Chicago Drive, Jenison, Michigan 49428 (PPN: 70-14-22-400-038); and 1725 Port Sheldon Street, Jenison, Michigan 49428 (PPN: 70-14-22-400-042), meets the legal qualifications to permit the Township Board to terminate the Development District for the Properties.
3. Having considered all of the comments presented at the public hearing on the proposed termination of the Development District, the Development District located at 6722 18th Avenue, Jenison, Michigan 49428 (PPN: 70-14-22-400-037); 1675 Chicago Drive, Jenison, Michigan 49428 (PPN: 70-14-22-400-038); and 1725 Port Sheldon Street, Jenison, Michigan 49428 (PPN: 70-14-22-400-042), is hereby terminated.
4. The Township Superintendent, or his/her designee, is hereby authorized to take any and all further reasonable action required to termination of the Development District for the Properties, as specified in this Resolution.
5. This Resolution is effective immediately, and it shall supersede any prior inconsistent resolutions of the Township Board.

The vote to adopt this Resolution was as follows:

YEAS:

NAYS:

ABSENT/ABSTAIN:

RESOLUTION IS HEREBY DECLARED ADOPTED.

CERTIFICATION

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

Respectfully submitted,

By: _____

Kelly Kuiper

Georgetown Charter Township Clerk

MOTION CARRIED UNANIMOUSLY

Attachments:

- [Resolution](#)

#251215-07 – Public Comments

Members of the public were present; public comments were made by the following:

- Peter Plowman – 6877 Creekridge Ct.

#251215-08 – Other Business

Discussion took place about preliminary approvals on PUDs.

#251215-09 – Adjournment

Moved by John Schwalm, seconded by Gene DeWitt, to adjourn the meeting at 8:42 AM.

MOTION CARRIED UNANIMOUSLY



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

REDEEMED MOBILE BOUTIQUE
C/O HOLLY GORT
3539 STEPHANIE DRIVE
HUDSONVILLE, MI 49426

Date:
01/24/2023
Employer ID number:
[REDACTED]
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
December 13, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
[REDACTED]

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



State of Michigan
 Michigan Gaming Control Board
 Millionaire Party Licensing
 3062 W. Grand Blvd, Suite L-700
 Detroit, MI 48202-6062
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
 www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103a(i)(ii))

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
 considered for _____.
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
 by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
 meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
Organization Mailing address

Org Principal Officer Name and Title _____
Org Phone Number

NON-PROFIT BYLAWS OF REDEEMED MOBILE BOUTIQUE

PREAMBLE

The following bylaws shall be subject to, and governed by, the Non-Profit Corporation Act of Michigan and the Articles of Incorporation of Redeemed Mobile Boutique. In the event of a direct conflict between the herein-contained provisions of these bylaws and the mandatory provisions of the Non-Profit Corporation Act of Michigan, and the Non-Profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict between the provisions of these bylaws and the Articles of Incorporation of Corporation/Organization, it shall then be these bylaws which shall be controlling.

ARTICLE 1- NAME

The legal name of the Non-Profit Corporation/Organization shall be known as Redeemed Mobile Boutique, and shall herein be referred to as the "Organization."

ARTICLE 2 - PURPOSE

The general purposes for which this Organization has been established are as follows:

The purpose for which the Non-Profit Corporation is formed is set forth in the attached Articles of Incorporation.

The Organization is established within the meaning of IRS Publication 557 Section 501(c)(3) Organization of the Internal Revenue Code of 1986, as amended (the "Code") or the corresponding section of any future federal tax code and shall be operated exclusively for poverty reduction through a traveling boutique designed to assist women, of unplanned pregnancy, trafficking, and abuse to step into their tomorrow.

In addition, this Organization has been formed for the purpose of performing all things incidental to, or appropriate in, foregoing specific and primary purposes. However, the Organization shall not, except to an insubstantial degree, engage in any activity or the exercise of any powers which are not in furtherance of its primary non-profit purposes.

The Organization shall hold and may exercise all such powers as may be conferred upon any nonprofit organization by the laws of the State of Michigan and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of the Organization. At no time and in no event shall the Organization participate in any activities which have not been permitted to be carried out by an Organization exempt under Section 501(c) of the Internal Revenue Code of 1986 (the "Code").

ARTICLE 3 - OFFICES

The principal office of the Organization shall be located at 3539 Stephanie Dr. Hudsonville, MI 49426.

The Organization may have other such offices as the Board of Directors may determine or deem necessary, or as the affairs of the Organization may find a need for from time to time.

ARTICLE 4 - DEDICATION OF ASSETS

The properties and assets of the Organization are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of this Organization, on dissolution or otherwise, shall inure to the benefit of any person or any member, director, or officer of this Organization. On liquidation or dissolution, all remaining properties and assets of the Organization shall be distributed and paid over to an organization dedicated to non-profit purposes which has established its tax-exempt status pursuant to Section 501(c) of the Code.

ARTICLE 5 - BOARD OF DIRECTORS

General Powers and Responsibilities

The Organizations shall be governed by a Board of Directors (the "Board"), which shall have all the rights, power, privileges and limitations of liability of directors of a non-profit corporation organized under the Non-Profit Corporation Act of Michigan. The Board shall establish policies and directives governing business and programs of the Organization and shall delegate to the Executive Director and Organization staff, subject to the provisions of these bylaws, authority and responsibility to see that the policies and directives are appropriately followed.

Number and Qualifications

The Board shall have up to 7, but no fewer than 3, Board members. The number of Board members may be increased beyond 7 members or decreased to less than 3 members by the affirmative vote of a simple majority of the then-serving Board of Directors. A Board member need not be a resident of the State of Michigan.

In addition to the regular membership of the Board, representatives of such other organizations or individuals as the Board may deem advisable to elect shall be *Ex-Officio Board Members*, which will have the same rights and obligations, including voting power, as the other directors.

Board Compensation

The board shall receive no compensation other than for reasonable expenses. However, provided the compensation structure complies with Section relating to "Contracts Involving Board Members and/or Officers" as stipulated under these bylaws, nothing in these bylaws shall be construed to preclude any Board member from serving the Organization in any other capacity and receiving compensation for services rendered.

Board Elections

The Governance Committee shall present nominations for new and renewing Board members preceding the beginning of the next fiscal year. Recommendations for the Governance Committee shall be made known to the Board in writing before nominations are made and voted on. New and renewing Board members shall be approved by a majority of those Board members at a Board meeting at which a quorum is present.

Term of Board

All appointments to the Board shall be for a term of 3 years. No person shall serve more than 3 consecutive terms unless a majority of the Board, during the course of a Board meeting at which a quorum is present, votes to appoint a Board member for 2 additional years. No person shall serve more than **12** consecutive years. After serving the maximum total number of consecutive terms on the Board, a member may be eligible for reconsideration as a Board member after **1 term** has passed since the conclusion of such Board member's service.

Vacancies

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- A. The death, resignation, or removal of any director;
- B. The declaration by resolution of the Board of vacancy in the office of a director who has been declared of unsound mind by a final order of the court, convicted of a felony, found by final order or judgment if any court to have breached a duty pursuant to the to the Corporation Code and/or Act of the law dealing with the standards of conduct for a director, or has missed 3 consecutive meetings of the Board of Directors, or a total of 3 meetings of the Board during any one calendar year;
- C. An increase in the authorized number of directors; or
- D. The failure of the directors, at any annual or other meetings of directors at which director(s) are to be elected, to elect the full authorized number of directors.

The Board of Directors, by way of an affirmative vote of a majority of the directors then currently in office, may remove any director without cause at any regular or special meeting, provided that the director to be removed has been notified in writing in the manner set forth in Article 5- Meetings that such action would be considered at the meeting.

Except as provided in this paragraph, any director may resign effective upon giving written notice to the chair of the Board, the president of the Organization, the secretary of the Organization, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, a successor may be designated to take office when the resignation becomes effective. Unless the Attorney General of Michigan is first notified, no director may resign when the Corporation/Organization would then be left without a duly elected director in charge of its affairs.

Any vacancy on the Board may be filled by vote of all of the directors then in office, whether or not the number of directors then in office is less than a quorum, or vote of a sole remaining director. No reduction of the authorized number of directors shall have

the effect of removing any director before that director's term of office expires. A Board member elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Resignation

Each Board member shall have the right to resign at any time upon written notice thereof to the Chair of the Board, Secretary of the Board, or the Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

Removal

A Board member may be removed, with or without cause, at any duly constituted meeting of the Board, by the affirmative to make it effective.

Meetings

The Board's regular meetings may be held at such time and place shall be determined by the Board. The Chair of the Board or any 3 regular Board members may call a special meeting of the Board with 7 days' written notice provided to each member of the Board. The notice shall be served upon each Board member via hand delivery, regular mail, email, or fax. The person(s) authorized to call such special meetings of the Board may also establish the place the meeting is to be conducted, so long as it is a reasonable place to hold any special meeting of the Board.

Minutes

The Secretary shall be responsible for the recording of all the minutes of each and every meeting of the Board in which business shall be transacted in such order as the Board may determine from time to time. However, in the event that the Secretary is unavailable, the Chair of the Board shall appoint an individual to act as Secretary at the meeting. The Secretary or the individual appointed to act as Secretary shall prepare the minutes of the meetings, which shall be delivered to the Corporation/Organization to be placed in the minute books. A copy of the minutes shall be delivered to each Board member via either regular mail, hand-delivered, emailed, or faxed within 5 business days after the close of each Board meeting.

Action by Written Consent

Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Board members. The number of directors in office must constitute a quorum for an action taken by unanimous written consent. Such consent shall be placed in the minute book of the Organization and shall have the same force and effect as a unanimous vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

Quorum

At each meeting of the Board of Directors or Board Committees, the presence of 3 persons shall constitute a quorum for the transaction of business. If at any time the Board consists of an even number of members and a vote results in a tie, then the vote of the Chair of the Board shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committees if during the meeting he or she is present via telephone or web conferencing with the other Board members participating in the meeting.

Voting

Each Board member shall only have one vote.

Proxy

Board members shall not be allowed to vote by written proxy.

Board Member Attendance

An elected Board Member who is absent from 3 consecutive regular meetings of the Board during a fiscal year shall be encouraged to reevaluate with the Chair of the Board his/her commitment to the Organization. The Board may deem a Board member who has missed 3 consecutive meetings without such a reevaluation with the Chair to have resigned from the Board.

ARTICLE 6 - OFFICERS

Officers and Duties

The Board shall elect officers of the Organization which shall include a Chair of the Board (Chief Executive Officer), President (Executive Director), a Secretary, a Treasurer (Chief Financial Officer), and such other officers as the Board may designate by resolution. The same person may hold any number of offices, except that neither the Secretary nor the Treasurer may serve concurrently as the Chair of the Board or the President. In addition to other duties in accordance with the Article, officers shall conduct all other duties typically pertaining to their offices and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to the control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign to them at their discretion.

The officers will be selected by the Board at its annual meeting and shall serve the needs of the Board, subject to all the rights, if any, of any officer who may be under contract of employment. Therefore, without any bias or predisposition to the rights of any officer that may be under a contract of employment, any officer may be removed with or without cause by the Board. All officers have the right to resign at any time by providing notice in writing to the Chair of the Board, President, and/or Secretary of the

Organization, without bias or predisposition to all rights, if any, of the Organization under any contract to which said officer is a part thereof. All resignations shall become effective upon the date on which the written notice of resignation is received or at any time later as may be specified within the resignation; and unless otherwise indicated within the written notice, a stated acceptance of the resignation shall not be required to make the resignation effective.

Any and all vacancies in any office because of death, resignation, disqualification, removal, or for any other cause, shall be filled in accordance to the herein-prescribed bylaws for regular appointments to such office. The compensation, if any, of the officers shall be fixed or determined by resolution of the Board of Directors.

Chair of the Board (Chief Executive Officer)

It shall be the responsibility of the Chair of the Board, when present, to preside over all meetings of the Board of Directors and Executive Committee. The Chair of the Board is authorized to execute, in the name of the Organization, any and all contracts or other documents which may be authorized, either generally or specifically, by the Board to be executed by the Organization, except when required by law that the President's signature must be provided.

President (Executive Director)

It shall be the responsibility of the President, in general, to supervise and conduct all activities and operations of the Corporation/Organization, subject to the control, advice and consent of the Board of Directors. The President shall keep the Board of Directors completely informed, shall freely consult with them in relation to all activities of the Organization, and shall see that all orders and/or resolutions of the Board are carried out to the effect intended. The Board of Directors may place the President under a contract of employment where appropriate. The President shall be empowered to act, speak for, or otherwise represent the Organization between meetings of the Board. The President shall be responsible for the hiring and firing of all personnel, and shall be responsible for keeping the Board informed at all times of staff performance and for implementing any personnel policies which may be adopted and implemented by the Board. The President, at all times, is authorized to contact, receive, deposit, disburse, and account for all funds of the Organization, to execute in the name of the Organization all contracts and other documents authorized either generally or specifically by the Board to be executed by the Organization, and to negotiate any and all material business transactions of the Organization. The president is a non-voting member of the Board and executive committee.

Secretary

The Secretary, or his/her designee, shall be the custodian of all records and documents of the Organization, which are required to be kept at the principal office of the Organization, and shall act as Secretary at all meetings of the Board of Directors, and shall keep the minutes of all such meetings on file in hard copy or electronic format. S/he shall attend to the giving and serving of all notices of the Organization and shall see that the seal of the Organization, if any, is affixed to all documents, the execution of

which on behalf of the Organization under its seal is duly authorized in accordance with the provisions of these bylaws.

Treasurer (Chief Financial Officer)

It shall be the responsibility of the Treasurer to keep and maintain, or cause to be kept and maintain, adequate and accurate accounts of all the properties and business transactions of the Organization, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements.

The Treasurer shall be responsible for ensuring the deposit of, or cause to be deposited, all money and other valuables as may be designated by the Board of Directors. Furthermore, the Treasurer shall disburse, or cause to be disbursed, the funds of the Organization, as may be ordered by the Board of Directors, and shall render to the Chair of the Board, President, and directors, whenever they request it, an account of all the Treasurer's transactions as treasurer and of the financial condition of the Organization.

The Treasurer shall give the Organization a bond, if so requested and required by the Board of Directors, in the amount and with the surety or sureties specified by the Board for the faithful performance of the duties of the Treasurer's office and for restoration to the Organization of all its books, papers, vouchers, money and other property of every kind in the Treasurer's possession or under the Treasurer's control upon the Treasurer's death, resignation, retirement, or removal from office. The Organization shall pay the cost of such a bond.

ARTICLE 7 - COMMITTEES

Committees of Directors

The Board of Directors may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, designate one or more committees to exercise all or a portion of the authority of the Board, to the extent of the powers specifically delegated in the resolution of the Board or in these bylaws. Each such committee shall consist of two (2) or more directors, and may also include persons who are not on the Board but whom the directors believe to be reliable and competent to serve at the specific committee. However, committees exercising any authority of the Board of Directors may not have non-director members. The Board may designate one or more alternative members of any committee who may replace any absent members of a committee requires the vote of a majority if the directors then in office, provided that a quorum is present. The Board of Directors may also designate one or more advisory committees that do not have the authority of the Board. However, no committee, regardless of Board resolution, may:

- A. Approve of any action that, pursuant to applicable Law, would also require the affirmative vote of the members of the Board if this were a membership vote.
- B. Fill vacancies on, or remove the members of, the Board of Directors or any committee that has the authority of the Board.
- C. Fix compensation of the directors serving on the Board or on any committee.

- D. Amend or repeal the Articles of Incorporation or bylaws or adopt new bylaws.
- E. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or replaceable.
- F. Appoint any other committees of the Board of Directors or their members.
- G. Approve a plan of merger, consolidation, voluntary dissolution, bankruptcy, or reorganization; or a plan for the sale, lease, or exchange of all or considerably all the property and assets of the Organization otherwise than in the usual and regular course of its business; or revoke any such plan.
- H. Approve any self-dealing transaction, except as provided pursuant to law.

Unless otherwise authorized by the Board of Directors, no committee shall compel the Organization in a contract or agreement or expand Organization funds.

Meetings and Actions of Committees

Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of Article 5 - Board of Directors of these bylaws concerning meetings and actions of the directors, with such changes in the context of those bylaws as are necessary to substitute the committee and its member for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the Corporation/Organization records. The Board of Directors may adopt rules not consistent with the provisions of these bylaws for the governance of any committee.

If a director relies on information prepared by a committee of the Board on which the director does not serve, the committee must be composed exclusively of any or any combination of (a) directors, (b) directors or employees of the Corporation/Organization whom the director believes to be reliable and competent matters presented, or (c) counsel, independent accountants or other persons as to matters which the director believes to be within that person's professional or expert competence.

Executive Committee

Pursuant to Article 7 - Committee of Directors, the Board may appoint an Executive Committee composed of a minimum of 3 directors, one of whom shall be the Chair of the Board and another shall be either the Secretary, or the Treasurer, to serve on the Executive Committee of the Board. The Executive Committee, unless limited in a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Organization between meetings of the Board, provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Article 7 - Committee of Directors. The Secretary of the Organization shall send to each director a summary report of the business conducted in any meeting of the Executive Committee.

ARTICLE 8 - STANDARD OF CARE

General

A director shall perform all the duties of a director, including, but not limited to, duties as a member of any committee of the Board on which the director may serve, in such a manner as the director deems to be in the best interest of the Organization and with such care, including reasonable inquiry, as an ordinary, prudent, and reasonable person in a similar situation may exercise under similar circumstances.

In the performance of the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- A. One or more officers or employees of the Organization whom the director deems to be reliable and competent in the matters presented;
- B. Counsel, independent accountants, or other persons, as to the matters which the director deems to be within such person's professional or expert competence; or
- C. A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director deems merit confidence,

So long as in any such case the director acts in good faith, after reasonable inquiry when the need may be indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except as herein provided in Article 8 - Standard of Care, any person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limitation of the following, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation/Organization, or assets held by it, are dedicated.

Loans

The Organization shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless approved by the Michigan Attorney General; provided, however, that the Organization may advance money to a director or officer of the Organization or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

Conflict of Interest

The purpose of the Conflict of Interest policy is to protect the Organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to

nonprofit and charitable corporations/organizations and is not intended as an exclusive statement of responsibilities.

Restriction on Interested Directors

Not more than 0% (percent) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person currently being compensated but the Organization for services rendered within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director; and (2) any brother, sister, parent, ancestor, decedent, spouse, brother-in-law, sister-in-law, son-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the interested person.

Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors who are considering the proposed transaction or arrangement.

Establishing a Conflict of Interest

After the disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the potential conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

Addressing a Conflict of Interest

In the event that the Board should establish that a proposed transaction or arrangement establishes a conflict of interest, the Board shall then proceed with the following actions:

- A. Any interested person may render a request or report at the Board meeting, but upon completion of the said request or report the individual shall be excused while the Board discusses the information and/or material presented and then votes on the transaction or arrangement proposed involving the possible conflict of interest.
- B. The Chair of the Board shall, if deemed necessary and appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- C. After exercising due diligence, the Board shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- D. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interest of the Organization, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction arrangement in conformity with this determination.

Violations of Conflict of Interest Policy

Should the Board have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, the Board shall then inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's explanation, and after making further investigation as may be warranted in consideration of the circumstances, the Board determines the interested person intentionally failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Procedures and Records

All minutes of the Board Meetings, when applicable, shall contain the following information

- A. The names of all the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action is taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
- B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any vote taken in connection with the proceedings.

Acknowledgment of Conflict of Interest Policy

Each director, principal officer, and member if a committee with Board delegated powers shall be required to sign a statement which affirms that such person:

- A. Has received a copy of the conflict of interest policy;
- B. Has read and understands the policy;
- C. Has agreed to comply with the policy; and
- D. Understands that the Corporation/Organization is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Violation of Loyalty - Self-Dealing Contracts

A self-dealing contract is any contract or transaction (i) between this Organization and one or more of its Directors or between this Organization and any corporation, firm, or association in which one or more of the Directors has a material financial interest ("Interested Director") or (ii) between this Organization and a corporation, firm, or association of which one or more of its directors are Directors of this Corporation/Organization. Said self-dealing shall not be void or voidable because such Director(s) of corporations, firms, or associations are parties or because said Director(s) are present at the meeting of the Board of Directors or committee which authorizes, approves, or ratifies the self-dealing contract, if:

- A. All material facts are fully disclosed to or otherwise known by the members of the Board and the self-dealing contract is approved by the Interested Director in good faith (without including the vote of any membership owned by said interested Director(s));
- B. All materials facts are fully disclosed to or otherwise known by the Board of Directors or committee, and the Board of Directors or committee authorizes, approves, or ratifies the self-dealing contract in good faith—without counting the vote of the interest Director(s) — and the contract is just reasonable as to the Corporation/Organization at the time it is authorized, approved, or ratified; or
- C. As to contracts not approved as provided in above sections (a) and/or (b), the person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to the Organizations at the time it was authorized, approved, or ratified.

Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof, which authorizes, approves, or ratifies a contract or transaction as provided for and contained in this section.

Indemnification

To the fullest extent permitted by law, the Organization shall indemnify its “agents,” as described by law, including its directors, employees, and volunteers, and including persons formerly occupying any such position, and their heirs, executors, and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” and including any actions by or in the right of the Corporation/Organization, by reason of the fact that the person is or was a person as described in the Non-Profit Corporation Act. Such right of indemnification shall not be deemed exclusive of any other right to which such persons may entitle apart from this Article.

The Organization shall have the power to purchase and maintain insurance on behalf of any agent of the Organization, to the fullest extent permitted by law, against any liability asserted against or incurred by the agent in such capacity or arising out of the agent’s status as such, or to give other indemnification to the extent permitted by law.

ARTICLE 9 - EXECUTION OF CORPORATE INSTRUMENTS

Execution of Corporate Instruments

The Board of Directors may, at its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate names without limitation, except when otherwise provided by law, and such execution or signature shall be binding upon the Organization.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of the Organization, promissory notes, deeds of trust, mortgages, other evidence of indebtedness of the Organization, other organization instruments or documents, memberships in other organizations, and certificates of

share of stock owned by the Organization shall be executed, signed, and/or endorsed by the President, Secretary, Treasurer.

All checks and drafts are drawn on banks or other depositories on funds to the credit of the Organization, or in special accounts of the Organization, shall be signed by such person or persons as the Board of Directors shall authorize to do so.

Loans and Contracts

No loans or advances shall be contracted on behalf of the Organization and no note or other evidence of indebtedness shall be issued in its name unless and except as the specific transaction is authorized by the Board of Directors. Without the express and specific authorization of the Board, no officer or other agent of the Organization may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Organization.

ARTICLE 10 - RECORDS AND REPORTS

Maintenance and Inspection of Articles and Bylaws

The Organization shall keep at its principal office the original or a copy of its Articles of Incorporations and bylaws as amended to date, which shall be open to inspection by the directors at all reasonable times during office hours.

Maintenance and Inspection of Federal Tax Exemption Applications and Annual Information Returns

The Organization shall keep at its principal office a copy of its federal tax exemption application and its annual information returns for three years from their date of filing, which shall be open to public inspection and copying to the extent required by law.

Maintenance and Inspection of Other Corporate Records

The Organization shall keep adequate and correct books and records of accounts and written minutes of the proceedings of the Board and committees of the Board. All such records shall be kept at a place or places as designated by the Board and committees of the Board, or in the absence of such designation, at the principal office of the Organization. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form in any form capable of being converted into written, typed, or printed form. Upon leaving office, each officer, employee, or agent of the Organization shall turn over to his or her successor or the Chair of the Board or President, in good order, such corporate/organization monies, books, records, minutes, lists, documents, contracts or other property of the Organization as have been in the custody of such officer, employee, or agent during his or her term in office.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Organization

and each of its subsidiary corporations/organizations. The inspection may be made in person or by an agent, or attorney, and shall include the right to copy and make extracts of documents.

Preparation of Annual Financial Statements

The Organization shall prepare annual financial statements using generally accepted accounting principles. Such statements shall be suited by an independent certified public accountant, in conformity with generally accepted accounting standards. The Corporation/Organization shall make these financial statements available to the Michigan Attorney General and members of the public for inspection no later than 30 days after the close of the fiscal year to which the statements relate.

Reports

The Board shall ensure an annual report is sent to all directors within 90 days after the end of the fiscal year of the Organization, which shall contain the following information:

- A. The asset and liabilities, including trust funds, of this corporation at the end of the fiscal year.
- B. The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- C. The expenses or disbursements of the Organization for both general and restricted purposes during the fiscal year.
- D. The information required by Non-Profit Corporation Act concerning certain self-dealing transactions involving more than \$50,000 or indemnifications involving more than \$10,000 which took place during the fiscal year.

The report shall be accompanied by the pertinent report from an independent accountant or if there is no such report, the certificate of an authorized officer of the Corporation/Organization that such statements were prepared without audit from the books and records of the Corporation/Organization.

ARTICLE 11 - FISCAL YEAR

The fiscal year for this Organization shall end on December 31st.

ARTICLE 12 - AMENDMENTS AND REVISIONS

These bylaws may be adopted, amended, or repealed by the vote of a simple majority of the directors then in office. Such action is authorized only at a duly called and held meeting of the Board of Directors for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefore, is given in accordance with these bylaws. If any provision of these bylaws requires the vote of a larger portion of the Board than otherwise required by law, that provision may not be altered, amended, or repealed by the greater vote.

ARTICLE 13 - CORPORATE/ORGANIZATIONAL SEAL

The Board of Directors may adopt, use, and alter a corporate/organization seal. The seal shall be kept at the principal office of the Organization. Failure to affix the seal to any corporate/organization instrument, however, shall not affect the validity of that instrument.

ARTICLE 14 - CONSTRUCTION AND DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular numbers include the plural number includes the singular, and the term "person" included an Organization as well as a natural person. If any component court of law shall deem any portion of these bylaws invalid or inoperative, then so fas as in reasonable and possible (i) the remainder of these bylaws shall be considered valid and operative, and (ii) effective shall be given to the intent manifested by the portion deemed invalid or inoperative.

CERTIFICATE OF SECRETARY

I, <NAME>, certify that I am currently elected and acting Secretary of the benefit Organization, and the above bylaws are the bylaws of this Organization as adopted by the Board of Directors on <DATE> and that they have not been amended or modified since the above.

EXECUTED on this day of _____, in the County of Kent in the State of Michigan.

(Duly Elected Secretary)



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

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103a(i)(ii))

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from Redeemed Mobile Boutique of Hudsonville,
NAME OF ORGANIZATION CITY

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

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

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

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

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

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.

BSL-CG-1153(R4/24)

1.17 Employee Gym Memberships

In order to promote employee health, wellness, fitness for duty, and overall productivity within its workforce, Georgetown Charter Township will offer subsidies for gym memberships to qualifying employees. The Township will contribute toward a subsidy for gym memberships for eligible employees, up to a maximum of \$40 per month. In order to receive this benefit, eligible employees must enroll in any approved fitness facility and must submit proof of membership to the Superintendent's office for verification. The subsidy will be applied monthly and cannot exceed the \$40 limit; any amounts above this cap are the responsibility of the employee. Employees must use their membership for their personal fitness and may be asked to provide periodic proof that they have used this membership to maintain their eligibility for this continued benefit. Employees eligible to receive this benefit are any employees employed in the following Township departments: Fire Department.

Physical Fitness Program – Benefits Manual

To promote employee health, wellness, fitness for duty, and overall productivity within its workforce, Georgetown Charter Township will offer stipends for gym memberships to qualifying members of the Georgetown Township Fire Department. To be eligible for this benefit, members of the Georgetown Township Fire Department must personally enroll at an approved gym facility. Each member will be eligible for a stipend of up to \$40.00 per month for each month in which the member completes and documents at least six (6) visits to their approved gym facility. It is the responsibility of each member to document and report on his/her approved gym facility visits, on a form approved by the Township. The stipends are intended to cover only the Fire Department member's membership fees and not the membership fees for any family members or dependents.

Each December, the Township will review the records submitted by each member and determine the month(s) for which the member has qualified for the stipend provided by this policy. Members must submit all documentation before the close of the Township's last pay period each December. Members will not receive a stipend for any month for which the member has not submitted timely paperwork. The Township maintains the sole discretion to approve gym facilities for purposes of applying this benefit (including capping the monthly benefit offered by this stipend), and the Township maintains the discretion to determine when a member has satisfied the requirements to receive the stipend provided by this policy. All stipend payments are taxable, and the Township will report stipend payments as wages on the member's annual W-2 form.

AGREEMENT FOR EARLY VOTING PRINTING AND MAILING SERVICES

This Agreement is made as of January 1, 2026, by the City/Township Clerk of _____, a Michigan municipal corporation, _____ (“the City/Township Clerk”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”), with reference to the following facts and circumstances:

- A. City/Township Clerk, pursuant to Michigan Compiled Laws [MCL168.662(10)], is required to provide actual notice to every registered elector, as to where and when early voting will be conducted in their jurisdiction.
- B. City/Township Clerk, pursuant to Michigan Compiled Laws (MCL 68.720h), must file their early voting plan with the County Clerk. One requirement of the early voting plan includes the communication strategy, including how they will inform and notice each elector of the opportunity for early voting, including where early voting will occur, along with the dates and hours of operation of each early voting site.
- C. The City/Township Clerk has requested that the Ottawa County Clerk provide assistance in printing and mailing notices for the early voting site(s) (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided in this Agreement.
- D. Pursuant to the Urban Cooperation Act, MCL 124.501 et seq, Ottawa County is willing to assist the City/Township Clerk by providing the requested early voting printing and mailing services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, the City/Township Clerk and Ottawa County agree as follows:

- 1. **General Agreement:** Ottawa County, through the Ottawa County Clerk/Register’s Office (“County Clerk”) agrees to notice all households of each registered elector for each early voting site, for those cities and townships that enter into an Agreement for Early Voting Printing and Mailing Services with Ottawa County. The printing and mailing of the notice will be administered by the County Clerk, through its current Kent Communications Inc. (“KCI”) Contract, who will organize, design, approve, and monitor the notice requirements, in consultation with, the City/Township Clerk. Ottawa County agrees to perform the following services through its employees, and to provide the materials set forth herein:
 - A. **Scope of Service:** The County Clerk, through its employees, agrees to administer and mail, according to the laws of the State of Michigan, a printed notice specifying the location and hours of operation of the early voting site

for each day early voting is offered and to each registered elector's household, for the City/Township Clerk and the other City/Township Clerks within Ottawa County which are parties to this Agreement, starting January 2, 2026, and concluding its services December 31, 2027.

- B. **The Jurisdictions (“Jurisdictions”) that may enter such Early Voting Printing and Mailing Services Agreement with Ottawa County are:** Allendale Charter Township; Blendon Township; Chester Township; City of Coopersville; Crockery Township; City of Ferrysburg; City of Grand Haven; Grand Haven Charter Township; Georgetown Charter Township; Holland Charter Township; City of Holland (including those parts of the City of Holland within Allegan County); City of Hudsonville; Jamestown Charter Township; Olive Township; Park Township; Polkton Charter Township; Port Sheldon Township; Robinson Township; Spring Lake Township; Tallmadge Charter Township; Wright Township; Zeeland Charter Township; City of Zeeland; Ottawa County.
- C. **Design and Approval of the Notices:** The County Clerk will be responsible for working collaboratively with KCI to design the notice template for each jurisdiction. Upon receipt of the design or proof, the County Clerk shall forward the proof to the applicable City/Township Clerk for review and approval. The County Clerk shall provide the City/Township Clerk with a review period of no less than one (1) week, and may as specified in the transmittal, allow additional review time when feasible. Following receipt of approval, or deemed approval as provided herein, from the City/Township Clerk, the County Clerk shall notify KCI of any required corrections or authorize the notice for final printing and mailing.
- D. **Early Voting Site Notices:** The County Clerk will be responsible for providing notice, no later than forty-five (45) days before the applicable election, specifying the location of the approved early voting sites and the hours of operation of the early voting sites for each day early voting is offered, to each registered elector entitled to vote at these early voting sites. The County Clerk must provide notice by mail to each registered elector's household. A notice is not required for the November General Election, if an early voting site is established in addition to one or more early voting sites that remain in effect for which notice was previously provided to each elector's household.

If there is a temporary change to an early voting site, no later than 21 days before the first day of early voting for an early voting site, the County Clerk will be responsible for providing notice, no later than twenty-one (21) days before the first day of early voting as to the new early voting site, to each registered elector's household by mail.

- E. **Process for Withdrawing from Agreement:** Ottawa County or the City/Township Clerk may withdraw from this Agreement by providing at least

thirty (30) days' written notice to the other, except during the statutory blackout period described below. Written notice of withdrawal must be sent to the County Clerk, Corporate Counsel of Ottawa County at 12220 Fillmore Street Room 130, West Olive, MI 49464, and to all participating City/Township Clerk's that are parties to an existing Agreement for Early Voting Printing and Mailing Services with Ottawa County. If Ottawa County withdraws from this Agreement, written notice shall likewise be sent to the City/Township Clerk and all other participating City/Township Clerks that have entered an existing Agreement for Early Voting Printing and Mailing Services with Ottawa County.

The parties agree that no withdrawal may occur during the period beginning one hundred fifty (150) days before the statewide August Primary Election in an even-numbered year and ending upon the completion of the county canvass for the statewide November General Election in that same even-numbered year (the "Blackout Period").

Upon receiving written notice of withdrawal, and provided that the notice is submitted outside the Blackout Period and satisfies the thirty (30) day requirement, the County Clerk will issue an approval letter acknowledging the withdrawal, with similar copies to all other participating City/Township Clerks. In such circumstances, the Agreement will expire thirty (30) days from the date of delivery of the notice of withdrawal.

If a notice of withdrawal is submitted during the Blackout Period, the County Clerk will issue a letter rejecting the attempted withdrawal, and the jurisdiction shall continue to perform all responsibilities outlined in this Agreement.

2. **Responsibilities of the City/Township Clerk:** The City/Township Clerk agrees to perform the following services through its employees, and to provide the materials set forth herein:

A. **Review and Approval of Notice:** The City/Township Clerk is responsible for reviewing, proofreading, and approving the notice upon receipt of a proof copy from the County Clerk. The City/Township Clerk's review shall include, but not be limited to, accuracy, completeness, formatting, and compliance with applicable laws, policies, and standards.

The City/Township Clerk shall provide written approval or requested revisions within the established review period, as defined by the timeframe communicated by the County Clerk at the time the proof is transmitted, to not be less than one (1) week. If no written response is received within that period, the notice shall be deemed approved. No notice shall be finalized, printed, and mailed until written approval is received or approval is deemed granted pursuant to this section.

- B. **Payment:** The City/Township Clerk is responsible for paying its portion of Ottawa County's actual expenses for the services estimated in **Exhibit A**. Ottawa County will bill the City/Township Clerk after the County Clerk has paid its invoice to KCI, and the City/Township Clerk will pay Ottawa County within thirty (30) days following its receipt of the invoice.
- C. **Change to Early Voting Site:** In the event of a temporary change to an early voting site, the City/Township Clerk shall, no later than twenty-one (21) days prior to the commencement of early voting at such site, provide notice of the change to the County Clerk as expeditiously as practicable, so as to enable the County Clerk to comply with the statutory twenty-one (21) day notice requirement.

In addition, the City/Township Clerk, or designated staff, shall be responsible for posting, at the former early voting site, a notice identifying the new early voting site, in accordance with the requirements set forth in MCL 168.662(8)(b).

In the event of a temporary change to an early voting site, within 20 days before the start of early voting, the City/Township Clerk, or designated staff shall provide notice in accordance with the requirements set forth in MCL 168.662(11)(a-c).

- 3. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County and the City/Township Clerk shall be that of independent contractors. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County. They shall be subject to the discipline, supervision, direction, policies, and control of Ottawa County and the County Clerk. All employees or agents of the City/Township Clerk who perform services under this Agreement shall be and remain employees or agents of the City/Township Clerk, subject to the discipline, supervision, direction, policies and control of the City/Township Clerk.
- 4. **Indemnification and Hold Harmless:** Each party to this Agreement shall defend, indemnify and hold the other parties, and their officers, employees, agents, and assigns, harmless from claims and any liability which arise out of and/or are the result of an alleged error, mistake, negligence, or intentional act or omission of the indemnifying party, its officers, employees, agents, and assigns.
- 5. **Insurance:** The City/Township Clerk will include Ottawa County, the Ottawa County and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance. The required insurance policy shall have commercial general liability policy limits of not less than \$1,000,000. Ottawa County will include the City/Township Clerk and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy or coverage will have commercial general liability policy limits of not

less than \$1,000,000. Written proof of the existence of such insurances will be supplied by the City/Township Clerk and Ottawa County to each other as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City/Township Clerk may reasonably require per this agreement.

6. **Term of Agreement:** The effective date of this Agreement shall be January 1, 2026. This Agreement shall continue in effect from the effective date through December 31, 2027. This Agreement may be renewed thereafter for three (3) additional two (2) year terms, by mutual written agreement of the parties, entered into no later than one hundred fifty (150) days before the first regularly scheduled statewide or federal election in 2028, 2030 and 2032.

7. **Miscellaneous:**

A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the language in those sections.

B. **Severability.** If any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions of this Agreement. Any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

C. **Entire Agreement and Amendment.** In conjunction with matters covered by this Agreement, the Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth in this Agreement. The parties acknowledge that terms within this Agreement may be altered, amended or modified as a result of impending legislation, but only by an instrument in writing, executed by the parties to this Agreement. Each party to this Agreement waives its future right to claim or assert that this Agreement has been modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

D. **Successors and Assigns.** All representations, covenants, and warranties set forth in the Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of any or all such parties, and their successors and assigns.

E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against any party considered to be the drafter of this Agreement.

F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts; all such counterparts shall for all purposes be deemed to be an original. All such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one (1) and the same instrument.

G. **Individuality of Contractual Relationship.** Although multiple local units may enter into this agreement with the Ottawa County, each particular contract shall be individual between the County and the particular local unit that approves and executes it. Stated differently, this Agreement creates no contractual obligations among the local units executing it and each agreement stands on its own relative to the County.

In witness whereof the parties have executed this Agreement as of the indicated date (s).

City/Township Clerk:

By: _____

Its: _____

Dated: _____

COUNTY OF OTTAWA:

By: _____

Josh Brugger, Chairperson

Its: Board of Commissioners

By: _____

Justin F. Roebuck

Its: County Clerk/Register of Deeds

Dated: _____

EXHIBIT A - ESTIMATED COSTS

Description	Charge	Org & Object	Detail	Allendale	Blendon	Chester	City of Coopersville	City of Holland-Allegan	City of Holland-Ottawa	City of Hudsonville	City of Zeeland	Crockery	Georgetown	Holland	Jamestown	Olive	Park	Polkton	Port Sheldon	Tallmadge	Wright	Zeeland	Total	
			Households pulled from QVF on 11/18/2025	7646	2811	812	1732	3391	10095	3074	2410	1995	19988	14341	3740	1877	7720	948	2281	3618	1223	4226	93928	
ELEC1	Printing - Postcard	10114511-676000	\$0.05	\$ 371.36	\$ 136.53	\$ 39.44	\$ 84.12	\$ 164.70	\$ 490.31	\$ 149.30	\$ 117.05	\$ 96.90	\$ 970.80	\$ 696.53	\$ 181.65	\$ 91.16	\$ 374.95	\$ 46.04	\$ 110.79	\$ 175.72	\$ 59.40	\$ 205.25	\$ 4,562.00	
ELEC1	Load File	10114511-676000	\$55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 1,045.00
ELEC1	Programming	10114511-676000	12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 230.00
ELEC1	NCOA Full Service	10114511-676000	0.00345	\$ 26.38	\$ 9.70	\$ 2.80	\$ 5.98	\$ 11.70	\$ 34.83	\$ 10.61	\$ 8.31	\$ 6.88	\$ 68.96	\$ 49.48	\$ 12.90	\$ 6.48	\$ 26.63	\$ 3.27	\$ 7.87	\$ 12.48	\$ 4.22	\$ 14.58	\$ 324.05	
ELEC1	Digital Addressing	10114511-676000	0.017	\$ 129.98	\$ 47.79	\$ 13.80	\$ 29.44	\$ 57.65	\$ 171.62	\$ 52.26	\$ 40.97	\$ 33.92	\$ 339.80	\$ 243.80	\$ 63.58	\$ 31.91	\$ 131.24	\$ 16.12	\$ 38.78	\$ 61.51	\$ 20.79	\$ 71.84	\$ 1,596.78	
ELEC1	Pre-Press	10114511-676000	18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.94	\$ 18.94	\$ 18.94	\$ 18.94	\$ 18.94	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 360.00
ELEC1	Sort & Mail	10114511-676000	0.015	\$ 114.69	\$ 42.17	\$ 12.18	\$ 25.98	\$ 50.87	\$ 151.43	\$ 46.11	\$ 36.15	\$ 29.93	\$ 299.82	\$ 215.12	\$ 56.10	\$ 28.16	\$ 115.80	\$ 14.22	\$ 34.22	\$ 54.27	\$ 18.35	\$ 63.39	\$ 1,408.92	
ELEC1	Prepare Forms	10114511-676000	0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.78	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 15.00
ELEC1	Postage	10114511-676000	0.178	\$ 1,360.99	\$ 500.36	\$ 144.54	\$ 308.30	\$ 603.60	\$ 1,796.91	\$ 547.17	\$ 428.98	\$ 355.11	\$ 3,557.86	\$ 2,552.70	\$ 665.72	\$ 334.11	\$ 1,374.16	\$ 168.74	\$ 406.02	\$ 644.00	\$ 217.69	\$ 752.23	\$ 16,719.18	
			Total	\$ 2,090.25	\$ 823.39	\$ 299.61	\$ 540.67	\$ 975.35	\$ 2,731.92	\$ 892.29	\$ 718.31	\$ 609.57	\$ 5,324.08	\$ 3,844.46	\$ 1,066.79	\$ 578.65	\$ 2,109.63	\$ 335.23	\$ 684.51	\$ 1,034.83	\$ 407.29	\$ 1,194.13	\$ 26,260.93	



3901 East Paris SE
 Grand Rapids, MI 49512
 616.957.2120 phone
 616.957.3026 fax
 kentcommunications.com

Proposal

Renee Kuiper
Ottawa County
 12220 Fillmore St.
 PO BOX 310
 West Olive, MI 46460
Ph: 616-994-4776

Fax:

Proposal 243734.
Date November 20, 2025

Project
 2026 Early Voting Postcard – Color

Variable Color Digital Print & Address 4x6 Postcard on 100# White Coated Cover, Trim to Bleed, Sort & Mail NonProfit

Components
 Postcard

Quantity of 105,000

Services	Quantity	Setup	Minimum	Rate	per	Price
**Printing - Postcard	105,000			\$48.57	/m	\$5,099.76
Load File	19		\$55.00	\$55.00	ea	\$1,045.00
Programming for Digital Print	2		\$115.00	\$115.00	ea	\$230.00
NCOA Full Service	105,000		\$225.00	\$3.45	/m	\$362.25
Digital Addressing	105,000		\$115.00	\$17.00	/m	\$1,785.00
Pre-Press	8	\$40.00		\$40.00	ea	\$360.00
Sort & Mail	105,000		\$90.00	\$15.00	/m	\$1,575.00
Prepare Forms/Verify and/or Del. to PO	1		\$15.00	\$15.00	ea	\$15.00

Total Cost for Services **\$10,472.01**

Estimated Postage	Pieces	Rate	Postage
Std-Reg (Non-Profit)/5-Digit	105,000	0.17800	\$18,690.00000

Total Estimated Postage **\$18,690.00000**

Total Estimated Project Cost **\$29,162.01**

Postage must be paid in advance or on deposit with the Post Office.

Thank you for the opportunity to quote on this project.

Ericka Wujkowski

Account Manager
Phone: 616-957-2120
Fax: 616-957-3026
Email: erickaw@kentcommunications.com

Accepted :

Ottawa County ('CLIENT')

By _____

Name _____

Title _____

Date _____

THIS PROPOSAL CONSISTS OF THIS PAGE AND PARAGRAPH 1-18 ON THE BACK SIDE

MAIL INDUSTRY TRADE CUSTOMS

- 1. PROPOSALS:** Proposals are subject to acceptance within 90 days. Proposals are based on the cost of labor and materials on the date of the proposal. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the customer requires changes in the mailing schedule subsequent to acceptance, the right is reserved to change the price quoted. Subsequent orders will be subject to price revision if required. Proposals do not include applicable taxes, shipping costs or deliveries unless specifically stated. Postage included on proposals is an estimate only. Proposals are only valid when in writing.
- 2. CANCELLATION:** Orders may be canceled by the customer at any time by notice in writing or via e-mail with the understanding that Kent Communications Inc. (KCI) will be compensated in full for any work or services performed prior to cancellation, plus the cost of any goods or services purchased for the order.
- 3. ALTERATIONS/SPECIFICATIONS:** Prices quoted are based upon our understanding of the specifications submitted. If there is a change in specifications or instructions resulting in additional costs, the work performed will be billed at the current rates, and the mailing date may be delayed.
- 4. VERBAL ORDERS:** Written or e-mail orders are strongly recommended. KCI may accept verbal orders; however such orders are subject to KCI's acceptance of the written final specifications which customer shall deliver to KCI by fax or mail prior to the commencement of the work.
- 5. POSTAGE:** Proposals include estimated postage only. The customer is responsible for the payment of all postage, whether or not included in the proposals. KCI will notify the customer in writing, by e-mail or verbally by telephone call as soon as reasonably possible after the actual amount of postage is known and will notify the customer of the date when the postage is needed in order to complete the mailing prior to the agreed upon mailing date. KCI will make reasonable efforts to provide the customer with an accurate estimate of required postage; however, the customer, and not KCI, is responsible for additional postage charges if the rate of postage changes for any reason including the design of the mail piece. Payment of postage in advance is required on all orders and is the responsibility of the customer. KCI reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. The customer will provide the postage payment in adequate time for KCI to complete the mailing prior to the previously agreed upon mail date. The customer is responsible for all additional postage and or shipping charges assessed by the Post Office or any other shipping agent after the mailing has been mailed.
- 6. ACCEPTANCE OF ORDER:** The customer agrees that KCI may refuse at any time to mail any copy, photographs or illustrations of any kind that in the management's sole judgement believes is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste, or which in the management's sole judgement is an infringement on a trade mark, or trade name, or service mark, or copyright belonging to others.

The Customer also agrees to defend and hold KCI harmless in any suit, claim, or court action brought against KCI for alleged or actual damages, costs, expenses (including reasonable attorney's fees), liabilities or losses of any kind or nature resulting from the mailing for the customer, including circumstances where KCI, acting as the customer's agent, uses copy, photographs, or illustrations that are or believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community or an infringement on a trade mark, trade name, service mark, or copyright belonging to others, or in a suit or court action brought against KCI for actions of the customer's employees which may occur as a result of any mailing.

- 7. MAILING LISTS:** Customer's mailing list(s) in KCI's possession for storage or otherwise, is the exclusive property of the customer and shall be used only at the customer's instructions. KCI shall provide reasonable protection against the loss of a customer's list. It is the customer's sole responsibility to maintain a duplicate list or have the source material from which the list was compiled. KCI shall pay for the cost of replacing such lists in the event of its systems failure, loss by fire, vandalism, theft or other such causes on KCI's premises (excluding destruction of the list due to the customer's negligence or willful misconduct), provided that the customer has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the lost list. KCI shall not be liable for compiling such lists nor for an intangible or special value attached thereto.

KCI is not responsible for the accuracy or integrity of lists or other data supplied by the customer or list broker. Unless otherwise specified in writing in advance, all rented mailing lists are provided on a one-time use basis.

- 8. MATERIALS:** KCI assumes in all proposals that all material provided will permit efficient handling on automated equipment, and meets equipment manufacturer's published specifications. Materials furnished that are within manufacturer's specifications, but which are not up to acceptable operational standards due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps or other causes, will be subject to pricing at special rates. The customer will be notified when a deficiency is discovered and approval will be obtained for handling at special rates before proceeding with work, and a new delivery schedule may result.

KCI is not responsible for identifying errors in preprinted copy on customer-furnished materials and assumes no liability for damages resulting from the mailing of materials which contain erroneous information. When performing mailings for not-for-profit customers, KCI is not responsible for content in mailed materials which causes a customer to lose their Nonprofit Status.

All direct mail handling and processing involves spoilage. Allowances for spoilage should be taken into consideration in ordering material. Spoilage of up to three (3) percent of customer's materials is typical. KCI will make reasonable efforts to handle customer's material to prevent undue spoilage. Nevertheless, KCI is not responsible for shortages of material as a result of spoilage in processing. All stock and materials belonging to a customer will be held and stored only at the customer's risk, and the customer shall be responsible for insurance on its stock and material.

Printer delivery tickets must accompany the materials delivered, and should show the number of skids or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity and a sample clearly visible. Each skid shall have only one material version, unless clearly marked and separated. Multiple items shall not be included within a single carton, skid or container unless noted thereon and on accompanying paperwork. KCI will apply a surcharge for any rework necessary for materials received not meeting these specifications.

KCI accepts and may rely upon printers' count until processing, and assumes no responsibility for shortages discovered at that time. Additional charges will apply if the customer requires the mailer to verify printer's counts prior to processing. Customer shall provide KCI with sufficient inventory or adequate sources of supply to meet anticipated demand. Cost for back orders, delay notices, canceled orders and increased customer service resulting from out of stock conditions is to be paid by, and will be billed to customer.

Collect shipment will be accepted only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. KCI is not responsible for the condition of shipped overs, unless customer has been billed for packing and/or shipping.

The customer retains title to and the insurable interest in its materials. Customer shall obtain its own insurance for loss or damage to its materials. Customer releases, discharges, and holds KCI harmless from any loss or damage to customer's material that is or should have been covered by the insurance to be provided by customer, as provided above. KCI may carry insurance to protect itself against acts of negligence on the part of its employees in the normal course of business. If specific additional insurance coverage is desired by customer, such coverage must be specified by agreement in writing with KCI and customer shall then provide and pay for such additional coverage by separate insurance or rider. In such instances, the liability of KCI for losses will be limited to the insurance coverage provided.

9. LABELS: Labels must be within equipment manufacturers' published specifications for labeling equipment. For paper labels as well as those which are electronically generated, quoted prices assume that label placement will be in the position most advantageous to production speed, or additional charges will be billed.

10. INSERTING SEQUENCE: Effort will be made to insert material in the sequence and facing the direction the customer requests, but quoted prices assume the most advantageous production speeds, and specified sequence or facing may result in additional charges being billed.

11. OVERAGES: The customer must advise KCI, in advance of the performance of the order, of the disposition of overs (leftover mail pieces). Overs may be returned to the customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at KCI's option and without liability to KCI, material may be automatically destroyed after 60 days if customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated. KCI is not responsible for the condition of shipped overs.

12. DELIVERY SCHEDULES: KCI will make reasonable efforts to meet scheduled delivery and mailing date(s), but is not liable for failure to meet any requested delivery dates. In addition, KCI has no control over U.S. Postal Service, United Parcel Service or common carriers' delivery schedules and cannot guarantee when the mail or shipments deposited with or released to these carriers will be delivered. The date which mail or shipments are deposited by KCI with or released to these carriers is the date of delivery for purposes of this contract.

KCI is not responsible or liable due to delays, and all orders are accepted contingent upon, fire, accident, act of God, mechanical breakdown or other causes beyond KCI's control. Since the time element is an integral part of KCI's business, quoted prices are based upon a specific set of time schedules for completion. Any requested deviation from the schedules described or agreed upon by both parties at the time the order is placed may alter the quoted price. Late delivery of material may delay the completion date of the order by a greater degree than the actual elapsed time the material is late.

13. ERRORS IN MAILING: In the event of an error or mistake by KCI resulting in an erroneous mailing, KCI, at its expense, shall re-mail that portion of the mailing that was in error, as soon as is reasonably possible after notification in writing by customer of the error or mistake. Notwithstanding KCI's error or mistake, the customer shall pay the postage for all such remailings. The remailing is the exclusive and sole remedy of customer against KCI for such error or mistake, and is in substitution for all other remedies or damages, including loss of business, postage, or other consequential or incidental damages.

14. DELINQUENT INVOICES: If customer fails to timely pay KCI, KCI may, at its option, along with all other remedies available to KCI, retain the customer's list or printing or other property until paid in full or sell the customer's property and apply the proceeds against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified payment date." After suitable credit has been established, unless otherwise specified in writing by KCI, terms are net with interest as allowed by law applied to delinquent invoices. Customer is responsible for any related collection costs, legal fees and interest.

15. BROKER/AD AGENCY/RESELLER: When contracting with an intermediary such as a broker, ad agency or reseller for work on behalf of their customers, the intermediary, as well as the customer is fully responsible to KCI for timely payment of invoices and for related collection costs, legal fees and interest. The intermediary's responsibility for payment to KCI is without regard to whether the intermediary has been paid by its customer for services rendered.

16. TAXES: All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless official proof of the customer's exemption is on file with KCI or such documentation accompanies the order. If, after the customer has paid the invoice, it is determined that more tax is due, the customer shall promptly remit the required taxes to the taxing authority or immediately reimburse KCI for any additional taxes paid by KCI.

17. SOLE AND EXCLUSIVE REMEDY: The Sole and exclusive remedy of customer for the breach of this agreement by KCI or any express or implied warranties pertaining to the mailing purchased by customer pursuant to this agreement, shall be remailing as provided in paragraph 13 above. Alternatively KCI may, at its opinion, provide a full refund of the invoice price. Customer shall notify KCI by written notice of any defect in the mailing within the period of 60 days immediately following the mailing. Failure by customer to notify KCI within this 60 day period shall relieve KCI from any liability to customer as a result of the defective mailing. The remedy here provided by KCI as to remailing, shall be customer's sole and exclusive remedy and is expressly made in substitution of any and all remedies otherwise provided under the Uniform Commercial Code as enacted in the state of Michigan or any other state or jurisdiction. Under no circumstances shall KCI be liable to customer or any other person for any consequential, incidental, economic, direct, indirect, general or specific damages arising out of any breach of warranty, express or implied, under the agreement.

18. STATE OF MICHIGAN: This agreement shall be interpreted in accordance with the laws of, and enforced within the jurisdiction of, the state of Michigan. Any suit against KCI involving this agreement shall be brought in a court of competent jurisdiction within the county of Kent and the state of Michigan.

AGREEMENT FOR ELECTION PUBLISHING SERVICES

This Agreement is made as of January 1, 2026, by the City/Township Clerk, a Michigan municipal corporation, _____ (“the City/Township Clerk”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”), with reference to the following facts and circumstances:

- A. City/Township Clerk, pursuant to Michigan Compiled Laws (MCL 168.498, MCL 168.653(a) & MCL 168.798) is required to provide public notice by publication in a newspaper of general circulation, three separate election related notices (Registration, Election and Public Accuracy Test).
- B. City/Township Clerk, pursuant to Michigan Compiled Laws (MCL 168.498(3) & MCL 168.653(a)(2)), may enter into an agreement with the County Clerk to jointly publish the notices required.
- C. The City/Township Clerk has requested that the Ottawa County Clerk provide assistance in publishing three notices for each election (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided in this Agreement.
- D. Pursuant to the Urban Cooperation Act, MCL 124.501 et seq, Ottawa County is willing to assist the City/Township Clerk by providing the requested election publishing services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, the City/Township Clerk and Ottawa County agree as follows:

- 1. **General Agreement:** Ottawa County, through the Ottawa County Clerk/Register’s Office (“County Clerk”) agrees to publish three (3) notices for each election, for those cities and townships that enter into an Agreement for Election Publishing Services with Ottawa County. The publishing will be administered by the County Clerk, utilizing a newspaper of general circulation within each jurisdiction in accordance with Michigan law. The County Clerk will organize, design, approve, and monitor the publishing requirements, in consultation with, the City/Township Clerk. Ottawa County agrees to perform the following services through its employees, and to provide the materials set forth herein:
 - A. **Scope of Service:** The County Clerk, through its employees, agrees to administer and publish during every election, according to the laws of the State of Michigan, a Registration, Election and Public Accuracy Test Notice in a newspaper of general circulation in the cities and townships listed in the notice, for the City/Township Clerk and the other City/Township Clerks within

Ottawa County which are parties to this Agreement, starting January 1, 2026, and concluding its services December 31, 2028.

- B. **The City/Township Clerks in the following jurisdictions may enter such Election Publishing Services Agreement with Ottawa County are:** Allendale Charter Township; Blendon Township; Chester Township; City of Coopersville; Crockery Township; City of Ferrysburg; City of Grand Haven; Grand Haven Charter Township; Georgetown Charter Township, Holland Charter Township; City of Holland (including those parts of the City of Holland within Allegan County); City of Hudsonville; Jamestown Charter Township; Olive Township; Park Township; Polkton Charter Township; Port Sheldon Township; Robinson Township; Spring Lake Township; Tallmadge Charter Township; Wright Township; Zeeland Charter Township; City of Zeeland; Ottawa County.
- C. **Provide Proofs of Publication to City/Township Clerk:** The County Clerk will be responsible for providing a proof of publication to the City/Township Clerk for review and approval. The County Clerk shall provide the City/Township Clerk with an initial review period of no less than three (3) days, and may as specified in the transmittal, allow additional review time when feasible. Following receipt of approval, or deemed approval as provided herein, from the City/Township Clerk, The County Clerk will publish the notice utilizing a newspaper of general circulation within each jurisdiction in accordance with Michigan Law.
- D. **Public Notice for Receiving Registrations:** The County Clerk will be responsible for publishing notice, no later than thirty (30) days before the applicable election, specifying the location and the hours of operation of the City/Township Clerk's Office, for the purpose of receiving registrations before an election. The notice must include the offices to be filled that will appear on the ballot and a brief caption or description of any ballot proposals that will appear on the ballot, and where an elector can obtain the full text of the ballot proposal.
- E. **Public Notice of Election:** The County Clerk will be responsible for publishing notice, no later than seven (7) days before the election, specifying the location and the time at which the election is to be held, the offices to be filled, and the proposals to be submitted to the voters. The notice must include a caption or brief description of the proposal or proposals along with the location where an elector can obtain the full text of the proposal or proposals. If certain offices or proposals are to be voted on in less than all of the precincts, the notice shall specify the townships or cities that shall vote on only those offices or proposals.
- F. **Public Notice of Public Accuracy Testing:** The County Clerk will be responsible for publishing notice, no later than forty-eight (48) hours before

the testing of electronic tabulating equipment, specifying the location and the time at which the test will be held.

- G. **Process for Withdrawing from Agreement:** Ottawa County or the City/Township Clerk may withdraw from this Agreement by providing at least thirty (30) days' written notice to the other. Any City/Township Clerk withdrawing from the Agreement must send written notice of its withdrawal to the following parties: the County Clerk, Corporate Counsel of Ottawa County at 12220 Fillmore Street Room 130, West Olive, MI 49464, and any other participating City/Township Clerk that has entered an existing Agreement for Election Publishing Services with Ottawa County. If Ottawa County withdraws from this Agreement, written notice of its withdrawal shall be sent to the City/Township Clerk and all other participating City/Township Clerks that have entered an existing Agreement for Election Publishing Services with Ottawa County. The City/Township Clerk and Ottawa County agree that they may not withdraw from this Agreement during the period beginning sixty (60) days before an Election.

Upon receiving written notice of withdrawal, and if the thirty (30) day notice described above has been met, the County Clerk will send the City/Township Clerk an approval letter acknowledging the withdrawal, with simultaneous copies to all other parties to the Agreement. The Agreement will expire thirty (30) days from the date of delivery of the notice of withdrawal if all deadlines are satisfied. If the withdrawal falls within the sixty (60) days before an Election, the County Clerk will send the City/Township Clerk a letter rejecting the termination of the Agreement; the City/Township Clerk then will continue to perform all responsibilities as outlined in this Agreement.

2. **Responsibilities of the City/Township Clerk:** The City/Township Clerk agrees to perform the following services through its employees, and to provide the materials set forth herein:

- A. **Review and Approval of Publication:** The City/Township Clerk is responsible for reviewing, proofreading, and approving all publications prior to release. The City/Township Clerk's review shall include, but not be limited to, accuracy, completeness, formatting, and compliance with applicable laws, policies and standards.

The City/Township Clerk shall provide written approval or requested revisions within the established initial review period, as defined by the timeframe communicated by the County Clerk at the time the proof of publication is transmitted. If no written response is received within that period, the notice shall be deemed approved. No publication shall be finalized or published until written approval is received or approval is deemed granted pursuant to this section.

- B. **Payment:** The City/Township Clerk is responsible for paying its portion of Ottawa County's actual expenses for the services provided. Ottawa County will bill the City/Township Clerk after each election, and the City/Township Clerk will pay Ottawa County within thirty (30) days following its receipt of the invoice.
- C. **Other Notices:** In the event that notice is required outside of publication in a newspaper, the City/Township Clerk shall be responsible for posting all written or printed notices.
3. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County and the City/Township Clerk shall be that of independent contractors. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County. They shall be subject to the discipline, supervision, direction, policies, and control of Ottawa County and the County Clerk. All employees or agents of the City/Township Clerk who perform services under this Agreement shall be and remain employees or agents of the City/Township Clerk, subject to the discipline, supervision, direction, policies and control of the City/Township Clerk.
4. **Indemnification and Hold Harmless:** Each party to this Agreement shall defend, indemnify and hold the other parties, and their officers, employees, agents, and assigns, harmless from claims and any liability which arise out of and/or are the result of an alleged error, mistake, negligence, or intentional act or omission of the indemnifying party, its officers, employees, agents, and assigns.
5. **Insurance:** The City/Township Clerk will include Ottawa County, the Ottawa County and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance. The required insurance policy shall have commercial general liability policy limits of not less than \$1,000,000. Ottawa County will include the City/Township Clerk and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy or coverage will have commercial general liability policy limits of not less than \$1,000,000. Written proof of the existence of such insurances will be supplied by the City/Township Clerk and Ottawa County to each other as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City/Township Clerk may reasonably require per this agreement.
6. **Term of Agreement:** The effective date of this Agreement shall be January 1, 2026. This Agreement shall continue in effect from the effective date through December 31, 2028. This Agreement may be renewed thereafter for three (3) additional 4-year renewals, by mutual written agreement of the parties, entered into no later than December 31 of the previous year.

7. **Miscellaneous:**

- A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the language in those sections.
- B. **Severability.** If any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions of this Agreement. Any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. **Entire Agreement and Amendment.** In conjunction with matters covered by this Agreement, the Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth in this Agreement. The parties acknowledge that terms within this Agreement may be altered, amended or modified as a result of impending legislation, but only by an instrument in writing, executed by the parties to this Agreement. Each party to this Agreement waives its future right to claim or assert that this Agreement has been modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.
- D. **Successors and Assigns.** All representations, covenants, and warranties set forth in the Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of any or all such parties, and their successors and assigns.
- E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against any party considered to be the drafter of this Agreement.
- F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts; all such counterparts shall for all purposes be deemed to be an original. All such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one (1) and the same instrument.
- G. **Individuality of Contractual Relationship.** Although multiple local units may enter into this agreement with the Ottawa County, each particular contract shall be individual between the County and the particular local unit that approves and executes it. Stated differently, this Agreement creates no contractual obligations among the local units executing it and each agreement stands on its own relative to the County.

In witness whereof the parties have executed this Agreement as of the indicated date (s).

City/Township Clerk:

By: _____

Its: _____

Dated: _____

COUNTY OF OTTAWA:

By: _____

Josh Brugger, Chairperson

Its: Board of Commissioners

By: _____

Justin F. Roebuck

Its: County Clerk/Register of Deeds

Dated: _____

Policy 2005-06
Bid and Quotation Requirements Policy
Adopted 9-26-05 with motion #050927-09
Revised March 23, 2009 with motion #090323-04
Revised November 23, 2015 with motion #151123-04
Revised _____ with motion # _____

The Board requires a minimum of three (3) price quotations on all purchases exceeding \$10,000 except in emergencies or when the materials purchased are of such a nature that price negotiations would not result in a savings to the Township.

All supplies, materials, and equipment shall be purchased by the Superintendent or his/her designee. In general, the Superintendent or his/her designee is authorized to proceed with purchases as set forth in the budget adopted by the Board. However, purchases of an item or group of items in a single transaction costing \$10,000 or more will require that competitive bids be obtained and approved by the Board prior to purchase.

Exceptions to the competitive bid requirement may be permitted in order to standardize items which will result in a lower long term cost to the Township, or if there is only one supplier of a particular item. **The MiDeal Program run through the State of Michigan meets the criteria of obtaining three bids.**

In the event of an emergency, the Superintendent or his/her designee shall have the authority to purchase capital equipment needed to keep the facilities of the Township operational. Any such purchases shall be approved by the Board at a special or regular meeting as soon as appropriate after the purchase is made.

Such purchases shall not be made so as to circumvent the purposes of the competitive bid procedure.

The Superintendent or his/her designee will establish rules and regulations which will implement the provision of this policy.