KINROSS CHARTER TOWNSHIP
REGULAR MEETING
July 6, 2026
7:00PM

CALL TO ORDER

APPROVAL OF AGENDA-July 6

APPROVAL OF THE MINUTES- June 15

CONSENT AGENDA
- PAY BILLS
- REPORTS/CORRESPONDANCE
  - DPW Report
  - Golf Superintendent Report

SUPERVISOR REPORT

PUBLIC COMMENT (Limited to 3 minutes per person)

UNFINISHED BUSINESS

NEW BUSINESS
- Police Board Recommendation
  - Fill open board seat
  - Extend Frasure and Ortiz term
- Dpw
  - Hire C. Noble- Utility Person
  - Sewer Line Quotes
- Fair Board-
  - Resolution 2026-12 Charitable Gaming Licenses
  - Lease proposal
- Rec Center- Beach volleyball equipment
- Fire Department pagers

PUBLIC COMMENT (Limited to 3 minutes per person)

Guest(s)

BOARD MEMBER COMMENTS

ADJOURNMENT(Time)

KINROSS CHARTER TOWNSHIP
REGULAR MEETING

June 15, 2026 **4884 W. Curtis St.**

MEMBERS PRESENT
Mark Rice, Supervisor
Loretta Robinson, Clerk
Cierra MacDonald, Treasurer
Rob Mills, Trustee
Matthew Besteman, Trustee

MEMBERS ABSENT
Sarah Pierson, Trustee
Caleb Rader, Trustee

Also, Clayton Noble, Kristina Noble, Brian Bensel, and 6 others are presented.

Supervisor Rice called the meeting to order at 7:00 PM and led the Pledge of Allegiance.

#1 MOVED: by Loretta Robinson, second by Rob Mills to accept the June 15th agenda with correcting the Job Posting from Utility Worker for DPW and adding the Right of Way Resolution. Motion carried.

#2 MOVED: by Cierra MacDonald second by Loretta Robinson to accept the June 1 Regular meeting minutes. Motion carried.

#3 MOVED: by Mark Rice second by Rob Mills to accept the consent agenda with removing Katie Murray resignation for discussion. Motion carried. The consent agenda is accepted as follows: Cash Summary Report, Road Commission 2025 Annual Act 51 Report minutes and pay the bills.

General Fund	13,616.43
Fire Fund	585.74
Police Fund	7,431.13
Recreation Center Fund	4,418.98
Ambulance Fund	111.35
Property Management Fund	1,243.96
Parks Fund	426.12
Fairgrounds Fund	1,336.14
Golf Course Fund	11,585.88
Sewer Fund	30,870.74
Water Fund	8,983.39

Grand Total $80,609.86
Ck#60943-60998 Motion carried.

SUPERVISOR'S REPORT

- I am looking into different ways to secure a wall for the office staff. We are considering a window in the entry way. I do not have a cost yet, but we are still looking into it.
- The firehall is moving along.
- I have the 4-H Portion of the survey completed if anyone would like to see it.
- The accountant let us know that with the bond, there is a third "middleman" that handles the payments which will cost us an extra $450.00.
-

PUBLIC COMMENT

- I like the idea of a window in the foyer.

#4 MOVED: by Loretta Robinson, second by Rob Mills to hire Briana Bensel for Fire Department. Motion carried.

#5 MOVED: by Matt Besteman second by Cierra MacDonald to post the DPW Utility worker for 5 days in house. Motion carried.

#6 MOVED: by Loretta Robinson second by Matt Besteman to approve Resolution 2026-11 On Premise License for the golf course. Roll call was made with five (5) yes votes and two (2) absent. Motion carried.

#7 MOVED: by Mark Rice second by Loretta Robinson to accept Katie Murrays resignation. Motion carried.

#8 MOVED: by Mark Rice second by Rob Mills to post the Assistant Accountant position in house for five (5) days, if no interest will post externally. Motion carried.

PUBLIC COMMENT

- The has been a rumor going around regarding the max amount that the Fire Department will be. The max amount is 2.2 million.
- We should get closed signs for the compost behind DPW. People are still throwing stuff down there. We should also get a sign for the Memorial Park to show people where it is at.
- The sprinklers at the Memorial Park are leaking.
- Soo Coop Credit Union will be Volunteering at the Memorial Park on Friday.
- Have the budgets been made for EMS for the remaining balance to go to the bond payment?
- If you want to look at the new Fire Builing, please stay on the gravel.
- The fairboard is looking at doing a raffle for a quilt to help raise money to replace the equipment lost at the 4-h Fire. We will need a raffle license.

BOARD MEMBER COMMENTS

- I am glad the Fire Hall is moving a long.
- The Estimated time frame for the Fire Hall to be completed is before Hunting season. Could be much sooner.

Meeting adjourned at 7:31 PM.

Unsigned

Loretta Robinson, Clerk

Mark Rice, Supervisor

KINROSS CHARTER TOWNSHIP

May Water Operations Report

In the month of May, the water dept. got RV West and the fairgrounds water system back in operation. We also got the hydrants at the horse arena back in service after years of non-operation. We done our springtime hydrant flushing. The water dept. had 10 hours of OT

Thank you,
Tim Wilkinson
Water Superintendent

KINROSS CHARTER TOWNSHIP

WASTEWATER OT REPORT

April overtime hours for the Sewer budget totaled: 25 hrs.

Including:

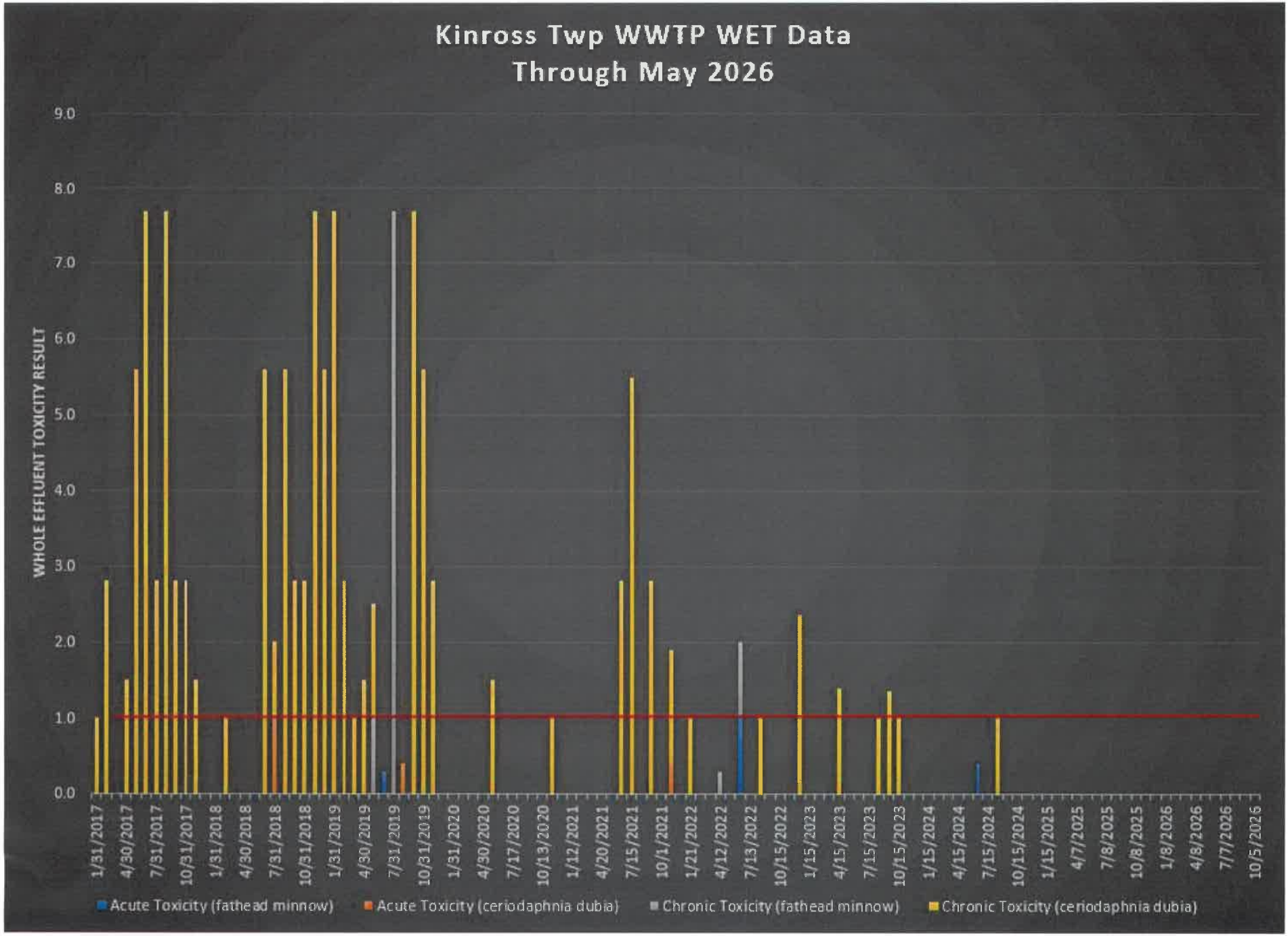
Holiday: 7 hrs.

Also, attached is the Whole Effluent Toxicity (WET) test results. You will notice that since October 2023 we have passed.

Thank you,

Greg Wright

Wastewater Superintendent



anything above the red Line is a failure

June 15, 2026

Golf Superintendent Report

We had a late start to the year because of the cold. The clean-up went well. The 1st fertilizer and spray have been completed.

The Irrigation is not running right, and we have to replace the hydro pump and the air central tank. We are working on keeping heads down, so we are not wasting water. The 10-15 days of hot weather showed the irrigation pond could not keep up with the demand. The well pumps 14-15 years old and are not pumping us what we need. I am getting a cost on a new well pump. I will spray for the grubs this week.

KINROSS CHARTER TOWNSHIP
KINROSS DISTRICT POLICE BOARD
REGULAR MEETING

June 29, 2026 4884 W. Curtis Street

MEMBERS PRESENT **MEMBERS ABSENT**

Mike Brown

Gary Grabendike
Dee Frasure n
Gus Ortiz

Also Present: Chief Joe Micolo

Mike Brown called the meeting to order at 1835 PM.

MOVED: Mike Brown read the minutes of the 5/25/26 meeting.

MOVED: by Gus Ortiz, second by Gary Grabendike, to accept the minutes of the May 25 meeting as read. Motion carried.

MOVED: by Gus Ortiz, second by Gary Grabendike to pay the bills in the amount of $ 2279.26. Upon a roll call vote, all members present voted, "Aye". Motion declared carried.

PUBLIC COMMENT: none

DISCUSSION:

Discussion was held on the 2027-2028 budget which chief Micolo has finished for approval next month.

MOVED

Discussion on filling the open police board seat. Mike Brown stated he spoke with Rod Weisinger who stated he was interested. The board than voted unanimously to recommend to the township board to appoint Rod Weisinger to fill the vacant seat.

The board also voted unanimously to extend term limits for Dee Frasure and Gus Ortiz for another 6 Years expiring June of 2032.

MOVED: by Gary Grabendike second by Gus Ortiz to adjourn the meeting at 1915 hours, motion carried.

_____

Dee Frasure

Kinross District Police Department

P.O. Box 5123, 4884 W. Curtis Drive
Kincheloe, MI 49788
(906) 495-5889

ACTIVITY REPORT FOR THE MONTH OF May 2026

TIME CATEGORY	May	YTD2026	YTD2025
Traffic Patrol	105	503	572
Criminal Complaints	18	107	111
Non-Criminal Complaints	66	375	466
Court/Prosecutor's Office	4	17	20
Report Time	53	257	278
Administrative/Training Time	61	230	262
TOTAL HOURS	307	1489	1709
INCIDENT DATA			
Criminal Complaints (UCR)	10	46	65
Non-Criminal Complaints	43	171	217
Accidents Investigated	1	9	9
TOTAL COMPLAINTS	54	226	290
Property Inspections	91	355	403
Liquor Inspections	4	20	20
Motorist Assists	0	4	5
Subjects Investigated	41	162	205
Traffic Stops	21	104	100
Verbal Warnings	19	96	93
Traffic Citations	1	7	7
Criminal Arrests	1	7	6
Miles Driven	584	3253	3675

SUMMARY:
During the month of May our department investigated 10 criminal complaints, 43 noncriminal and 1 accident for a total of 54 complaints. Officers issued 1 citation and issued 21 verbal warnings. Officers made 1 criminal arrest in May.

Officers
Officer stopped a vehicle for a traffic violation. A subsequent investigation led to the arrest of the driver for operating with an expired license. He was released from the scene and given a court date in the 91st District Court.

Officers assisted the ambulance 2 times, served 16 civil papers, investigated 3 larceny complaints, 6 domestic disputes, 0 destruction of property complaints, 1 assault complaints, 0 breaking and entering complaints, investigated 2 juvenile related complaints, assisted the county 3 times, Assisted DHS 2 times, assisted 1 individual having a mental issue and assisted the fire dept 1 time.

Respectfully submitted,

Chief Joe Micolo

Subject: Hiring utility person Board Meeting 6/6/2026
From: "Greg Wright" <GWright@kinross.net>
Sent: 6/29/2026 8:00:07 AM
To: "Loretta Robinson" <LRobinson@kinross.net>
Attachments: Clayton's LOI.pdf

Hi Loretta,

We would like to fill the position of Utility person with Clayton Noble. Attached is his Letter of interest he was the only applicant.

Thank you

Greg Wright
Wastewater Superintendent
16350 D'Arcy Rd.
Kincheloe, MI 49788
(906) 495-5134

June 17, 2026

To Whom It May Concern,

I am writing to express my interest in the Utilities position that is available.

Thank you for accepting my letter of interest for this position.

Sincerely,

Clayton A. Noble



Subject: Board agenda 6/6/2026
From: "Greg Wright" <GWright@kinross.net>
Sent: 6/24/2026 10:27:24 AM
To: "Loretta Robinson" <LRobinson@kinross.net>
Attachments: sewer lining quote plummers.pdf; sewer lining quote elite.pdf

Hi Loretta,

Attached are two quotes I have to do sewer main lining in 3 residential problem areas on base. This was budgeted for and I would like to go with Elite Pipelining after researching this process the UV lining they use has a life expectancy of 100 years compared to the type that the others quote uses which is only 50 years life expectancy and can cause Toxicity issues. Although it is more expensive I believe it is the wisest choice. Could you please put this on the agenda for June 6th

Thank you,

Greg Wright
Wastewater Superintendent
16350 D'Arcy Rd.
Kincheloe, MI 49788
(906) 495-5134

PLUMMER'S
Environmental Services Inc.

Plummer's Environmental Services, Inc.
10075 Sedroc Industrial Drive Byron Center, MI 49315
1-800-878-3996
www.plummersenv.com

Contact Name:	Greg Wright	**Quote #:**	Q-FA8-31B-7E82
Customer Name:	Kinross Charter TWP	**Date:**	04/02/2026
Customer Address:	16350 S. Darcy Kincheloe, MI 49788	**Prepared By:**	Eric Ferner
Office Phone:	(906) 466-5134	**Office Phone:**	(616)-877-3930
Mobile Phone:		**Mobile Phone:**	(231) 225-2325
Customer Email:	gwright@kinross.net	**Email:**	eferner@plummersenv.com

Statement of Work:

We hereby submit a proposal to install approximately 1,754' of 8" CIPP liner on Partridge Dr., Shadow Wood and Duke Lake Rd. in Kincheloe MI.

All pipeline video inspections will be performed by one of our NASSCO certified PACP inspectors. All sewers will be inspected utilizing one of our IBAK mainline tractor cameras. Inspections will be recorded and PACP coded through IKAS a NASSCO certified software. We will provide you with a digital copy of the video inspections along with the PACP database.

Sewer cleaning will be completed by high pressure water jetting and vacuuming the debris from the sewer. We will provide you with one of our Vactor 2100+ combination jet/vacuum machines and operators to clean each section of sewer before the sewer is inspected. All solid waste removed from the sewer will be manifested to local, state and federal regulations, transported and disposed of at Plummer's Environmental Services EPA Licensed Centralized Waste Treatment Facility in Byron Center Michigan. Water for jetting will be provided at no cost to PES.

Our Cured in Place Pipe Liners are manufactured and wet out by Aegion and meet the ASTM F1216 specifications for cured in place pipe.

All work performed inside of the manholes will be performed by a confined space certified entry team and will follow all OSHA regulations for a permit-required confined space entry per 1910.146 standards.

Services:

Description	Est Qty	UOM	Price	Ext Amt
8" CIPP Lining per LF	1,754.00	LF	$57.000	$99,978.00
Mobilization	1.00	EA	$12,500.000	$12,500.00
			Sub-Total:	**$112,478.00**

Summary of Estimated Charges

Category	Est Total
Services	$112,478.00
Total Estimated Charges	**$112,478.00**

STANDARD TERMS AND CONDITIONS

In this agreement "you", "your" and the "Customer" refer to the person signing this Contract ("Contract") with Plummer's Environmental Services Inc. ("Company").

1. You agree to purchase the material and services described in this Contract from the Company at the price and according to the terms stated in this Contract.

2. A service charge of 1 1/2% per month (18% per year) will be paid on past due amounts starting thirty (30) days after the invoice date. If Customer desires to pay invoice by credit card, an additional 3% credit card processing fee will be added to Customer's invoice.

3. All material is guaranteed to be as specified. All work to be completed in a good, workmanlike manner according to standard practices and using the standard of care commonly used by environmental professionals and by-product transporters practicing in the State of Michigan. Company's workers are fully covered by Worker's Compensation insurance. In the event of cancellation of a job in progress by Customer, Customer will reimburse Company for all labor and/or material costs. Company shall have the right to stop work if payments are not made when due. Company shall be held harmless from all liabilities related to the hold up during such period.

4. All terms and conditions in this Contract supersede any other terms and conditions, prior proposals or prior bids. This written Contract constitutes the complete integration of all statements and agreements relating to the Contract and there are no representations or warranties other than those expressly incorporated herein nor is this Contract dependent upon or subject to any conditions or approvals precedent or subsequent not herein stated. No subsequent agreement relating hereto shall be binding upon Customer or Company unless in writing and signed by the party being bound.

5. If Customer requests changes, alteration or deviation from specifications involving extra cost, such work will only be performed upon written change orders, and will become an extra charge over and above the Contract price. Company may, by giving written notice to Customer, terminate this Contract if Customer breaches this Contract and such breach is not cured within a reasonable period (in any event such period not to exceed thirty days) or such breach is not capable of being cured within a reasonable period.

6. The actual completion time is contingent upon access to Customer's facility, labor strikes, material shortages, accidents, weather, acts of God, changes caused by a body of government, and the like. Change orders will affect the time necessary for completion. Company shall not be liable for any damages suffered by Customer as a result of any delay occasioned by these contingencies.

7. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATIONS OF LAW OR OTHERWISE, OF THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT BY COMPANY. COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. COMPANY SHALL HAVE NO OTHER LIABILITY TO CUSTOMER IN CONNECTION WITH THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY INJURY OR DAMAGES TO PERSONS AND PROPERTY.

8. Customer shall maintain at its sole cost and expense insurance policies meeting the minimum insurance levels set forth below and shall provide certificates of such insurance evidencing the limits and expiration dates upon request;

a. Worker's Compensations - in accordance with applicable statutory requirements;

b. Commercial General Liability - not less than $1,000,000 per occurrence, $2,000,000 general aggregate,

c. Automobile Liability - not less than $1,000,000 per occurrence;

All policies of insurance shall name Plummer's Environmental Services, Inc. as an additional insured and will provide Plummer's thirty (30) days prior written notice of cancellation.

9. All issues concerning the construction, validity, enforcement and interpretation of this Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that venue is hereby exclusively established in the County of Kent, State of Michigan for any dispute or claim arising out of this Contract. Company, if it prevails in any action shall be entitled to all reasonable attorneys' fees, costs and other expenses incurred in such action and in any subsequent efforts to collect the amount awarded.

10. Any portion of this Contract found to be not enforceable by a court of competent jurisdiction will not invalidate the remaining portions of this Contract. Any term of this Contract which is found to be ambiguous shall not be construed against the Company. Nothing herein shall exclude any other rights or remedies to which Company is entitled by law or equity.

11. Customer agrees to indemnify and hold Company harmless, and assume any legal liability to defend Company, its agents, employees, officers and members from any claim or action by any third party arising out of the performance of work pursuant to this Contract except those claims or actions arising out of incidents caused by employees or agents of the Company.

12. All the terms and provisions of this Contract shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the parties to this Contract. This Contract is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

13. Cancellations made two business days or less before a scheduled service may be subject to a charge of up to 25% of the amount quoted for service.

14. This quote may be withdrawn if not accepted within 30 days.

15. Plummer's Environmental Services is not responsible for any sewer back up on private or commercial properties while cleaning sewer lines due to inadequate ventilation on the owners sewer.

Name: Greg Wright **Signature:** **Date:** 04/02/2026

June 11, 2026

Quote No: EPS-2399RV1

Greg Wright
Kincheloe Wastewater Treatment Plant
16350 D`Arcy Rd
Kincheloe, MI 49788

Phone: N/A
Cell: (906) 495-5134
Fax: N/A
Email: gwright@kinross.net

RE: **SERVICE PROPOSAL**
Furnish and Install Approx 1,754LF of 8" UV CIPP

Thank you for allowing Elite Pipeline Services (EPS) the opportunity to submit our proposal. We appreciate your consideration and hope you find our submission attractive. We're committed to delivering value-added solutions that emphasize safety, exceptional quality, and a passion for excellence. Our team will work tirelessly to exceed expectations while delivering results that are on time and within budget. We're small enough to listen; big enough to deliver - with the dependability you can rely on.

1.0 SCOPE OF SERVICE:

1.1 Mobilize crew, equipment, and materials to identify project location.
1.2 Actively participate in job-related planning, morning briefs, and perform "Take a Minute" huddles before work activity, after breaks/lunch, or events that change or interrupt project sequencing, workflow, employee assignments, hazards, or any event that risks owner, contractor, or employee safety.
1.3 Inspect all safety procedures influencing EPS' scope and/or others with potential influence on purchaser, owner, and/or participating contractors, including participation in lock-out/tag-out, as appropriate.
1.4 Provide all equipment and tools required for identified scope, unless otherwise specified.
1.5 Provide confined space/fall retrieval equipment, harnesses, and monitoring. Permitting, testing, and continuous monitoring will be performed and maintained.
1.6 Engineer atmospheric conditions suitable for confined space entry via electric or pneumatic ventilation.
1.7 Provide skilled labor qualified for the following tasks:
- 1.7.1 Pre-clean and CCTV all sanitary sewer lines to remove debris to restore 95% flow capacity (pending pipe integrity), confirm length and diameter
- 1.7.2 Pre-lining cleaning and CCTV inspection
- 1.7.3 Furnish and install approx. 1,754LF of 8" UV CIPP
- 1.7.4 Reinstate all laterals
- 1.7.5 Post-lining CCTV inspection
- 1.7.6 Liners will be installed using ASTM2019 Standards
- 1.7.7 NASSCO – PACP Compliant Reporting
- 1.7.8 Electronically provide videos and reports

1.8 Cleanup of Elite Pipeline Services activities.
1.9 Demobilization

2.0 TIMELINE – PROPOSED SCHEDULE OF EVENTS:

Unless otherwise disclosed and mutually agreeable, services provided under this proposal are based on 10-hour days (Monday thru Friday – no weekends). The scheduling identified below is tentative based on prompt proposal acceptance.

TBD

3.0 PRICING:

Item	Description	U/M	Qty	Unit Price	Amount
3.1	Mobilization/Demobilization of Crew and Equipment	EA	1.00	$10,800.00	$10,300.00
3.2	Furnish and Install 8" UV CIPP	LF	1,754.00	$58.00	$101,732.00
3.3	Pre-lining Cleaning and CCTV	LS	1.00	$11,500.00	$11,500.00
				Estimated Proposal Total:	**$124,032.00**

Notes:

- Approx. Job Site Location:
  41 Partridge Dr
  Kincheloe, MI 49788
- No prevailing wages included in this quote. If needed, we will revise our quote.
- Quote covers approximately 725LF on Partridge Dr, 689LF on Shadow Wood and 340LF on Duke Lake Rd
- Project will happen in 2 stages. Stage one is precleaning and televising the mains to verify length and diameter prior to ordering materials. Stage 2 will happen roughly 4 weeks after stage one to install liners.

4.0 RESPONSIBILITY OF OTHERS:

4.1 Access to include but is not limited to, opening, and closing ingress/egress openings, plus vehicle and equipment roadway and staging.
4.2 All required pipeline shutdowns and isolations, including lock-out/tag-out.
4.3 Removal of all required valves/spools, as required.
4.4 Dewatering – normal draining of system, unless otherwise identified in 1.0 SCOPE OF SERVICE.
4.5 By-Pass Pumping, if required to continue flow around the worksite. As applicable, the method to be approved to ensure safe man-entry or to ensure a successful NASSCO-PACP evaluation.
4.6 Excavation (if required for any reason including access), unless otherwise identified in 1.0 SCOPE OF SERVICE.
4.7 Provide an adequate water supply (i.e. fire hydrant, water truck, etc.) for the Combo Unit (EPS equipment carries 2.5" NH Couplings. If the hookup requires something other than this, please notify EPS prior to arrival).
4.8 It is our expectation that all material/debris generated from EPS activity will be delivered to a designated site provided by others. If alternative disposal is required, others shall be responsible for providing and managing all sampling, testing, collection, handling, storage, transportation, and disposal. Others to provide a convenient location near to the project area to enable EPS to offload and temporary storage pending re-handling by others.
4.9 Provide all traffic control services including signage, flagging, pilot car, etc., and public safety for all items and phases of the project (if required).
4.10 Provide all QA/QC services, beyond EPS internal controls, if required.
4.11 Project oversight and influence for scope planning, coordination, and execution.
4.12 Safety oversight or rescue team, in excess of EPS standard crew assignment, as applicable.
4.13 Provide electrical needs, as disclosed, and requested, in excess of EPS-provided equipment.

5.0 EXTRA WORK – TIME AND MATERIAL RATES:

If requested and mutually agreed upon, EPS can provide services beyond our intended scope at the following T&M rates. Rates also apply in case of standby or delays not the fault of EPS.

Classification	Day
TBD	TBD

6.0 GENERAL CONDITIONS:

6.1 This proposal DOES NOT include sales or use taxes. All applicable taxes shall be added to pricing unless provided a tax-exempt statement from the buyer.
6.2 This proposal will expire in ninety (90) days without a signed contractual agreement. Furthermore, this proposal shall become an *Exhibit* or *Attachment* to any contractual agreement. After the expiration of this proposal, pricing is deemed invalid, or subject to adjustment.
6.3 All equipment retained due to contamination, if applicable, will be charged to the "buyer" at an agreed-upon replacement value.
6.4 Payment shall be made within thirty (30) days after the date of invoice submitted by EPS. "Paid when Paid" terms are not accepted without disclosure and written authorization from EPS.
6.5 This proposal is based on Elite Pipeline Service's standard wages. Pricing is subject to change if prevailing wage requirements apply to this work.

7.0 CLOSING:

We hope you find our submission attractive and thank you for the opportunity. If you have any questions or desire to proceed with service, please give me a call to coordinate scheduling. We look forward to a safe and successful project!

Regards,

James Holbert

James Holbert
Project Manager
Elite Pipeline Services

Cell: (616) 901-7492
E-Mail: jholbert@elitepipeline.com

www.elitepipeline.com

Certified WBENC Women's Business Enterprise

Elite's pipeline repair portfolio comprises municipal, industrial, and 30+ nuclear plants with some of the largest nuclear facilities in the Northern Hemisphere. We service America by providing experienced pipeline repair personnel in CIPP, SIPP, Internal Joint Seals, Coatings, NDE, Drain Inspections & Pipeline Cleaning Services.

Accepted by: _____ Date: _____

MICHIGAN LOTTERY
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.432.103(K)(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
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.

Obreiter Law, PLLC

Jennifer Obreiter, JD
PO Box 1837
Sault Ste. Marie, MI 49783
(906) 259-0087
jen.obreiter@gmail.com

Kinross Charter Township Board
4884 W. Curtis Street
Kincheloe, MI 49788

June 23, 2026

Dear Members of the Board,

Please find enclosed a copy of a proposed Special Event Lease Agreement intended to replace the current Memorandum of Understanding that was previously signed with language indicating that the agreement would not be immediately enforceable. As you will note, the Fair Board is proposing a move away from a calculation based agreement and proposes an initial flat fee with additional cost sharing. Our hope is that this type of agreement will allow both parties to better budget for the event and will maintain the special relationship that Kinross Charter Township and the Chippewa County Fair have enjoyed over the years.

Any questions related to the proposed lease language can be directed to either myself or to Ben Bourque, the President of the Chippewa County Fair board. As a 4-H mother, I am very grateful to the township for your support of youth and agriculture in the community. The investment of the township continues to provide valuable services not only to the residents of Kinross Charter Township, but also to the wider Chippewa County community.

Sincerely,

Jennifer Obreiter
Attorney for Chippewa County
Fair Board

SPECIAL EVENT LEASE AGREEMENT

I. **Recitals**:

A. The parties to the agreement are Kinross Charter Township (Township) and the Chippewa County Fair Board (Fair Board).

B. Kinross Charter Township is the owner of the Kinross Community Park, hereinafter referred to as the Fairgrounds.

C. Chippewa County Fair Board is a 501(c)(3) organization and all proceeds received by the Fair Board are invested in the grounds and organization for the benefit of the Chippewa County Fair.

D. The parties agree that the Fairgrounds shall be leased annually for the specific purpose of the Chippewa County Fair (the Event).

II. **Term of the Agreement**: This agreement shall be in effect for a period of five (5) years commencing on the date on which this Agreement is signed as noted below.

III. **Lease Rate**:

A. Base Rent: The Fair Board shall pay the Township base rent of seven thousand dollars ($7,000) per year for use of the Fairgrounds for the Event.

B. In Kind Donation: The Fair Board agrees that an in kind donation in an amount of no less than ten thousand dollars ($10,000) will be made annual to the Township through investment in the Fairgrounds.

C. Additional Fees:

i. Septic Disposal: The Township will empty all septic tanks at the Fairgrounds prior to the Event. At the conclusion of the Event it shall be the sole responsibility of the Fair Board to schedule and pay for the tanks to be emptied. If the Fair Board fails to do so within ten (10) days of the Event, the Township may empty the tanks and the Fair Board shall reimburse the Township for the expense, not to exceed $5,000.

ii. Electricity Usage: The parties agree that a reading of the electric meter will occur on the Saturday before the Thursday after the event. A representative from each Party may be present for the reading. The Fair Board will reimburse the Township for the electrical use between the two meter readings.

iii. Trash Removal: The Fair Board will be responsible to arrange for the removal of all garbage and refuse and pay for the same.

iv. Port-A-Johns: The Fair Board will be responsible to arrange for the placement of Port-A-Johns on the fairgrounds for the Event and to pay for the same. The Port-A-Johns shall be removed at the conclusion of the event.

v. Supplies: The Fair Board will be responsible for all cleaning supplies, light bulbs, toilet paper, pater towels and other supplies necessary for the Event.

vi. Equipment: If the Township supplies the Fair Board with the use of any equipment for the Event, the parties shall reach a separate agreement to govern the rental and use of said equipment.

IV. **Event Date**:

A. The Event will be held on the 10 days prior to and including Labor Day of each calendar year during the period covered by this agreement.

B. Fair Board will have access to all facilities on the Fairgrounds excluding any privately owned buildings which will be enumerated on Exhibit A to this agreement.

C. The Fair Board shall be responsible for disinfecting all buildings which will house animals no more than ten (10) days before the Event. After the barns have been disinfected, the parties agree that no use other than for the Event will be permitted.

D. Possession for the remainder of the Fairgrounds will commence at 12:00 p.m. on the first Saturday of the fair and will continue until conclusion of the Event.

E. Fair Board Members will be permitted to camp for thirteen days (13) prior to and including Labor Day and five (5) additional days of camping on the Fairgrounds after Labor Day to facilitate the winding up of the Event each year. The parties agree that additional days of unpaid camping for one or more board members may be necessary to facilitate wrapping up the event in extraordinary circumstances and will cooperate to address any unforeseen issues.

F. The Fair Board assumes all responsibilities, implied or otherwise, including all expenses associated with returning the property in the same condition as when received, including but not limited to trash removal, cleaning up of all buildings and grounds, and all removal of animal waste and refuse. This clean up must be completed within ten (10) days of the conclusion of the Event.

G. Representatives from the Township and the Fair Board shall complete an inspection of the grounds and buildings both prior to and after the event.

V. **Responsibilities of the Parties**:

A. The Fair Board agrees to:

i. Provide year-round insurance and complete regular care and maintenance for the structures listed on Exhibit B to this agreement.

ii. Provide proof of insurance showing coverage for all buildings listed on Exhibit B shall be provided to the Township by the Fair Board on an annual basis with limits and coverage acceptable to the Township.

iii. Seek permission for any significant alterations to currently existing structures or new construction proposed by the Fair Board. The Fair Board shall be permitted regular access outside of the Event to perform routine maintenance and care of the buildings for which it is responsible. This access shall not otherwise interfere with the Township's use of the Fairgrounds or the use of the Fairgrounds by other parties under contracts with the Township.

B. The Township agrees to:

i. Provide insurance and complete regular maintenance for the structures listed on Exhibit C to this agreement, which are used outside of the Event.

ii. File all applications and pay any fees associated with the Michigan Department of Environmental Quality (MDEQ) and the Chippewa County Health Department (CCHD) including any licenses, certificates, and inspections necessary for the Event and the proposed used. The Township shall also be responsible for any fees or fines associated with the necessary licenses.

VI. **Remedies**:

A. Fair Board Default means (a) Fair Board's failure to pay the base lease amount or any of the additional amounts owed based upon the use of the Fairgrounds for the event; (b) Fair Board's failure to secure the required insurance policies and provide evidence of the same to the township; or (c) failure to comply with or perform any of the duties contemplated by this agreement for a period of more than seven (7) days after notice by the Township of the alleged breach, plus any additional time that is necessary to cure the default so long as the Fair Board commences the cure within seven (7) days of notice and diligently pursues the cure. If the Fair Board fails to correct the default within a reasonable period of time, the Township may, as its exclusive remedy, terminate the agreement.

B. Township Default means (a) the Township's failure to secure the required insurance policies and provide evidence of the same, if requested, to the Fair Board, (b) provide adequate maintenance to the structures listed on Exhibit C or (c) failure to obtain the necessary permits from MDEQ or CCHD to allow the event to proceed. If Township fails to secure the required insurance or permits or fails to complete the maintenance of buildings under this agreement, the Fair

Board may, at its own expense, secure the missing policy or permit and deduct the amount from the base rent amount for the current or next annual event.

VII. **Indemnification**: The Fair Board agrees to indemnify, hold harmless, and defend the Township, its agents, employees, and assigns from all liability, actions, claims, demands, losses or damage that may arise from the use of the fairgrounds and/or as a result of the Event.

VIII. **Severability**: If any provision of this agreement is held to be invalid or unenforceable, it will be ineffective only as to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this agreement.

IX. **Venue**: This agreement will be governed by the laws of the State of Michigan. The parties agree that any actions to enforce this agreement will be heard in the courts for Chippewa County, Michigan.

X. **Alternative Dispute Resolution**: Any controversy or claim arising out of or related to this Agreement or any related agreement or any of the transactions contemplated by this Agreement will be settled in the following manner: (1) representatives from the Fair Board and from the Township will meet to discuss and attempt to resolve the controversy or claim; (2) if the controversy or claim is not resolved as contemplated by clause (1), each party will, by mutual consent, select an independent third party to mediate such controversy or claim, provided that this mediation will not be binding on either of the parties; and (3) if the controversy or claim ins not resolved as contemplated by clause (1) or (2), the parties will have such rights and remedies as are available under this Agreement, or if and to the extent not provided for in this Agreement, otherwise available. Each party shall bear its own legal fees related to any dispute arising out of this Agreement.

XI. **Communications**: All communications, notices, requests, demands or consents required or permitted under this agreement shall be made in writing. A notice shall be considered duly and sufficiently given if it has been: (1) personally delivered; (2) mailed by U.S. mail, postage prepaid; (3) mailed or personally delivered for an attorney for or register agent of a party. The parties agree to promptly notify one another of a change to the designated representative for communication purposes.

A. Notices to the Fair Board shall be made to: Benjamin Bourque, 14293 S. Riverside Drive, Dafter, MI 49724

B. Notices to the Township shall be made to: Mark Rice, 1 Country Wood Drive, Kincheloe, MI 49788

This agreement is entered into by the parties on the ___ day of _____, 2026.

Kinross Charter Township

_____

by: Mark Rice
Township Supervisor

Chippewa County Fair Board

_____

by: Benjamin Bourque
Board President

_____

by: Dan Rosenbaum
Fair Manager

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Kinross Volunteer Fire Dept.
P.O. Box 176
Kinross, MI 49752

Dear Board members

The fire department is requesting to order 8 new pagers or not to exceed 6,000.00 for new members this amount is in the fire department budget.

Thanks you