

Meeting of the Sparta Township Board  
Sparta Township Hall 160 East Division Street, Sparta, Mi. 49345  
Watch meeting Live @ [Sparta Township - YouTube](#)

July 10th, 2025

7:00 p.m.

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS OR CORRECTIONS TO AGENDA

PUBLIC COMMENT FOR AGENDA ITEMS

APPROVAL OF THE MINUTES AND TREASURER'S REPORT

1. Approval of Minutes – June 12<sup>th</sup>, 2025, Special Meeting June 30<sup>th</sup>, 2025
2. Treasurer's Report
3. Building Department Monthly Report

BUSINESS ITEMS

1. Approval of Bills
2. Assessment Administration Service Agreement
3. Historical Commission Research Facility Trade for Civic Center or Village Office
4. P.O.W. / M.I.A. Recognition Day Resolution
5. Planning Commission Recommendation: Dwellings and Accessory Building Regulations
6. Planning Commission Re-appointments: Terry Hartman, Linda Anderson and Tim Driscoll
7. Nash Creek Intercounty Drain Payment
8. Fire Board Recommendation: Fire Authority
9. Change of Attorney
10. Earned Sick Time
11. Fire Department Allocation
12. Resolution: Rescinding the Prior Township Support of the Nash Creek Intercounty Drain Project
13. Repairs and Replacement Parts to our Recording System

OTHER INFORMATIONAL

PUBLIC COMMENT

ADJOURMENT



## Meeting of the Sparta Township Board

Sparta Township Hall – 160 E Division St – Sparta MI 49345

Watch meeting live @ Sparta Township – You Tube

June 12, 2025 – 7pm

**Present:** Supervisor Dale Bergman, Clerk Marcy Savage, Treasurer Ashley Johnson, Trustees Jason Bradford, Barb Johnson, and Rob Steffens.

**Also present:** Historical Society Chairman Doug Pinckney, Library Director Merri Jo Tuinstra, and Recording secretary Katy Shelton.

**Absent:** Trustee Bill Goodfellow

1. **Call to order:** The meeting was called to order at 7:00pm.
2. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
3. **Additions or corrections to the agenda:** Treasurer Johnson requested that the item "Attorney discussion" be added to the agenda. Motion by B Johnson with a second by A Johnson to approve. Motion passed unanimously.
4. **Public comment for agenda items:**

Vince and Cynthia Giordano, both of 8811 Peach Ridge, Sparta MI, asked about the Nash Creek drain project and the watershed connected with it. In particular, they were concerned about its financing and who was paying for it.
5. **Approval of the minutes and treasurer's report:**
  - a. **Approval of the minutes of May 8th, 2025:** Motion by Steffens with a second by B Johnson to approve. Motion passed unanimously.
  - b. **Treasurer's Report:** Motion by Steffens with a second by Bradford to approve. Motion passed unanimously.
  - c. **Building Department monthly report:** this is informational only.
6. **Business items:**
  - a. **Approval of bills:** Motion by Bradford with a second by B Johnson to approve. Motion passed unanimously.



- b. **Historical Commission Research Facility Trade for Civic Center:** The board discussed this. Supervisor Bergman thinks it's an excellent idea and advises no delay in doing this. Some trustees would like to tour the building first and suggest delaying a vote on this until next month's meeting when the full board would be in attendance. It was noted that the Historical Society voted unanimously to accept this trade. It was noted that the Civic Center isn't currently set up with audio-visual capabilities to transmit meetings in real time. The consensus of the board was to support this trade. Treasurer Johnson suggested getting a legal opinion on this.
- c. **Food and Beverage Policy:** During elections, clerk Savage provides snacks for the election workers at the poll as well as dinner for the absentee ballot workers. The current township policy limits her to \$75.00 per election which is not enough. She asked that the board increase this to \$200.00. Motion by Bradford with a second by B Johnson to approve this change. Motion passed unanimously.
- d. **LOR Consulting Project Report:** Treasurer Johnson discussed this. She said that Cindy Dodge from LOR Consulting was in the township offices for two full days and did a full analysis. She said that the majority of her suggestions dealt with procedural items such utilizing a lot of cross checking for better oversight. Ms Dodge also discussed ways that the offices could become better organized, in particular regarding the budget and maximizing revenue.
- e. **Purchase of Receipting from BS&A:** A. Johnson request the board to again look at the receipting program from BS &A. She explained how it would make everything easier in the office when we start taking online payments starting July 1. Motion by Savage with a second by B Johnson to purchase the necessary equipment from BS&A as a price not to exceed \$6015. Motion passed unanimously.



f. **Nash Creek Intercounty Drain Discussion:** There was an intense discussion about this issue by the board. Most of the boardmembers expressed total and complete shock over the cost (township portion \$595,123.20 – total cost \$4,100,000) and the financial impact. Supervisor Bergman stated that this will have a major impact on local farmers. He asked if the Township had any legal recourse on this issue.

Mary O'Reilly, 1850 O'Connor, Sparta, asked about a previous hearing on this issue and about a letter that residents had received several years ago about this project.

Cynthia Giordano spoke about the project again. She asked if the project was really worth that much money.

Janet Rasch, 12 Cranberry Court, Conklin, asked who did the original work.

Tom Guiles, 9633 Peach Ridge, Sparta, said that all the residents need to show up at one specified time for the Drain Commission meeting on June 26<sup>th</sup>. He also said that residents need more than 45 days to pay their assessments before incurring late fees.

g. **Computer quote:** It was noted that no refurbished computers are available. The Township has a quote of \$5839.73 from Dell for the requested 5 computers and 2 monitor needs. Motion by Steffens with a second by B Johnson to approve. Motion passed unanimously.

h. **Attorney change:** Treasurer Johnson brought this issue to the board. She mentioned that our current township attorney, Cliff Bloom of Bloom Sluggett, PC, is an associate with Jeff Sluggett, the Villages attorney. She said that when there is a township-village issue, the Township has to use a different attorney because of potential conflict. The Township has used Michael Homier from Foster Swift and has been very happy with him. He also came recommended by the Townships Auditor to assist the Township if the Village becomes a city. It was decided to table this issue tonight and discuss it at next month's meeting when the full board would be in attendance.



7. **Other informational:** Trustee B Johnson gave an update on the cemetery project. She said that the cemetery was looking much better with the reset headstones. She mentioned that the soffit on the west side at the top of the old school house is missing. Historical Society chairman Pinckney will check on this. Trustee Steffens said he was seeking grants to pay for the retrofitting of the township elevator due to it's high cost, but was unable to find any. The board discussed some of the recent meetings and talks regarding "cityhood" for the Village. Clerk Savage does not believe that the Village's financial numbers regarding what will happen if they transition to a city are accurate. There was concern expressed about the funding of the library, fire department, SRA, and the Historical Society if that transition occurs. Library Director Tuinstra said that if the Village transitions to a city, she is concerned of the talk of a KDL library. That will be more expensive as well as eliminating local oversight and operations of the library.
8. **Public Comment:** Historical Society Chairman Pinckney asked about the drain project and flooding. Trustee Bradford said he was supportive of the project, but asked why it had to be done all at once.. It was suggested that the township ask the Drain Commissioner to meet with the board. It was asked how the township would pay for this project. According to the auditors, the best way would be to cash out a CD and pay for it that way.
9. **Adjournment:** Motion to adjourn at 8:28pm by Savage with a second by Steffens. Motion passed unanimously.

Submitted by Katy Shelton, recording secretary.

Reviewed by Marcy Savage, Clerk



Minutes of a Special Meeting of the  
Sparta Township Board  
160 E. Division - Sparta MI 49345  
June 30, 2025

The meeting was called to order at 10:00 a.m. by Supervisor Dale Bergman.

**Members Present:** Dale Bergman, Marcy Savage, Bill Goodfellow, Rob Steffens, Ashley Johnson, Barb Johnson and Jason Bradford  
Michael Homier, Attorney

**Members Absent:**

**BUSINESS ITEMS:**

**1. Nash Creek Intercounty Drain Assessments Possible Legal Action**

Drain Commissioner Ken Yonkers approached the Sparta Township Board in December 2020 and brought a petition for the board to sign. The Board was told the drain needed to be cleaned and he needed the board to sign the resolution so that the Drain Commission could start working on the Nash Creek Drain. The cost at that time was unknown. There have been a few meetings since 2020 where some numbers were given as a total cost, but nothing was given as to what the residents may owe or what the Township would be responsible for. The Supervisor called the Drain Commissioner in Feb. of 2025 to ask what the Townships portion would be, and he was told they did not know. Supervisor Bergman at that time put \$15,000 into the Townships budget for the year, the actual cost is close to \$600,000.

Attorney Homier explained to the Board that the Townships portion of the total bill is 20% at large. The only recourse for the Township currently, is to appeal at the Board of Review at probate court. The appeal would have to be proving that there was inequality or an unjust assessment of the Township. The Attorney explained that it would be an uphill battle and there wasn't a very good chance for the Township to win. The Attorney went on to explain that if the Township loses at probate court, the Township will have to pay our Attorney bills and the total cost the County incurred.

Trustee Bradford explained that in the meeting he went to, he had asked if this project could be stretched out and done in phases. He was told that it all had to be paid for, and the work done all at one time.

The Board also explained that there are 7 of these drains in the County being done right now and many others have been very surprised by the cost. This project started at about \$8,000,000.00 and the Drain Commissioner received 2,000,000 from the State of Michigan. Also, most farmers were very cooperative and gave easement to the Drain Commissioner saving the Township another 900,000.

**PUBLIC COMMENT**

Sam Armock-9380 Kenowa,- He said this project would not benefit anybody, and he just can afford it.

Evelyn Simons 2920 12 Mile rd. – She thinks it really stinks to make everyone pay for it.

Janet Rasch 12 Cranberry Lake Ct.- Cost is different if the Drain Commissioner does it on his own than if the Township petitions the Commissioner. Farmers are paying the majority, and the Village isn't paying hardly anything.

Joe, This is not going to benefit his land at all. And why do we have to pay interest?

Attorney Homier stated that the interest rate should be between 4 and 5 1/2 % and explained how bonds work.



Kelly Erhart 3175 11-mile rd. -Creek doesn't belong to me. I can't do anything with the creek. Why do I have to pay for it?

Lee Schnider 560 Harding St.- Retired and living on Social Security, school taxes alone are a bugger to pay for. It just hurts.

Troy Goodno- Supervisor Chester Twp, stated that Chester Twp budgeted \$20,000 and they are assessed for \$164,000.

Vince Gargagliano 8811 Peach Ridge, - How many bids did they get? If this doesn't work, will they give us a refund? I think they could renegotiate it.

David Schoeborn 5599 Harding- The whole goal is to keep the Village of Sparta from flooding. Really expensive for young farmers.

Brett Anderson 9431 Laubach- What happens if the Township defaults on their debt? Wants the Township to contact the media to change the narrative. This is a difficult time in agricultural communities' history.

Chuck Rasch 452 Harding- Asked how was the formula per acre drawn up? He doesn't understand why we are all paying engineering fees that are a quarter of the cost of the project.

Patrick Goodfellow 4546 12 Mile- He hopes the Township has learned from this experience. He wants to show what Ken Yonkers is doing to our township and others through the media. Yonkers is getting away with murder basically. He believes this could be done much cheaper. He wants our story to be told. Patrick told the residents that they should fill out a PC 701 and go together on an appeal at probate court, so it doesn't cost so much individually.

Attorney Homier- Urged the residents to reach out to their representatives to change the drain code. He also explained that each landowner can appeal their assessment if they believe it is an unjust amount according to the benefit they receive. He encouraged them to apply pressure to the Drain commission and to their state representatives.

Vince Gargagliano- Asked about a rain tax in Grand Rapids.

Jeff Vanderwerf-1455 Blackhills South Dr.-He wanted to let the residents know they are in for a treat with the drain being cleaned out. They leave an ungodly mess that will take you two months to clean up. He urges residents to reach out to Brian Postumus. He stated that someone needs to run for Drain Commissioner. He is concerned about trespassing when it becomes a trout stream.

Clerk Savage informed the public that she was going to leave very good notes to her predecessor so that this will not happen in the future to the residents of Sparta Township.

Closed Public Comment at 10:55

The Board had a discussion about how they wanted to proceed and explained that we did not get what we were told was going to happen. The board was convinced by the drain commissioner that they were just improving the drain in the village so it wouldn't flood again. At no point did the Township know how this could impact the residents or the Township as a whole. The board feels we were "taken to the cleaners". The Board also discussed if it would be prudent to go to an appeals court to have our portion of the cost of the drain reapportioned. But the concession of the Board feels that that would be unfair to the residents as the Drain Commissioner would just take our portion and distribute it to individuals.

A motion was made to not pursue any legal action on the Nash Creek Drain Assessment by Steffens and was seconded by B. Johnson. It was passed 6-1 with Goodfellow Dissenting.



Goodfellow made a motion for Sparta Township to cancel any and all support for the Nash Creek Project. The Board and the Attorney had a discussion and thought that since it was started with a resolution that our support should be withdrawn with a resolution. Goodfellow withdrew his motion. It was decided that Attorney Homier would draft a resolution for the Board to vote on at our next meeting. This resolution would just be a message to the Drain Commissioner that we do not approve with how he has handled this project and left the Township and its residents in the dark.

It was asked if the Township could apply for a grant?

It was also stated that the Township should throw some money at it and let the Drain Commissioner know he is not allowed on any of our property.

### **PUBLIC COMMENT**

Vince Gargaliono –He has attended a lot of meetings, and they have cost him some money but they have benefited him. What are you all afraid of.

Chad Momber offered his event barn if the residents need to have a meeting to file and go to court.

Savage made a motion to adjourn the meeting it was seconded by Bradford at 11:20

### **ADJOURNMENT**

The meeting was adjourned at 11:20A.M.

Respectfully submitted,  
Marcy Savage, Sparta Township Clerk



# Building Department Monthly Report

<b>Month Ended:</b>	<b>June 2025</b>		
<b>Building Permits:</b>			
	New Homes		
	Modular Homes	1	
	Mobile Homes		
	Remodel and Additions	2	
	Accessory Building	1	
	Decks		
	Garage		
	Demolition		
	Swimming Pool		
	Commercial New: Airport Hanger	1	
	Commercial Alteration		
	Commercial Addition		
	Renewal		
	Other: Solar	1	
		<b>Total Building:</b>	<b>6</b>
<b>Mechanical Permits:</b>			
		<b>Total Mechanical:</b>	<b>12</b>
<b>Plumbing Permits:</b>			
		<b>Total Plumbing:</b>	<b>8</b>
<b>Electrical Permits:</b>			
		<b>Total Electrical:</b>	<b>9</b>
<b>Zoning Permits:</b>			
		<b>Total Zoning:</b>	<b>6</b>





*Quantum Valuation Services  
Clifford Allen Turner  
7173 Oak Shore Drive  
Twin Lake, MI 49457  
(231) 828-6864 (voice and facsimile)  
(231)638-7198 (cellular)  
(cliffordallenturner@msn.com)*

*June 23, 2025*

*Sparta Township Board  
160 Division Street East  
Sparta, MI 49345*

*RE: Assessment Administration Services for Sparta  
Township*

*Supervisor Bergman:*

*It has been an honor serving this community as Township Assessor and I am very proud of the accomplishments we have achieved for almost twenty years. As you are aware, the service agreement will expire in August of this year. I am presenting some statistics for contemplation:*

- The Township valuation increase for 2025 is 8.48% and is expected to increase at least 6% for 2026. (refer to attached Graph 1).*
- The Township tax base increase for 2025 is 7.18% (refer to attached Graph 1).*
- The Township valuation increase for 2025 resulted in a ranking of twenty fourth in Kent County (refer to attached Graph 2).*
- The number of property inspections in 2024 increased by 7.23%. The same increase is forecasted for 2025.*
- Total assessment administrative costs and contractual fees have remained relatively stable in recent history*



## *Assessment Administration Services for Sparta Township*

*(refer to attached Table A and Graph 3). Since 2007, total assessment administrative costs have increased 31.78%. This equates to 1.74% compounded annually.*

- Since the service commenced in 2005, the sale price of a single-family home has increased from \$130,571 to \$325,000 in May of 2025. This equates to a 148.91% increase and 4.67% compounded annually (refer to attached Graph 4). According to SWMRIC.com, the median sale price of a single-family home is \$326,200 as of April of this year. This is a 5.2% increase from the first of the year (refer to attached Graph 5).*
- Completion of the 2025 Oblique Imagery review.*



*Sample illustration (captured April of 2025): Shepard Farms after building addition 2024 and right before addition in May of 2024, 12089 Phelps Avenue NW Sparta, MI. (Note: red outline is automated change detection).*



*Assessment Administration Services for Sparta Township*

- *Preparation for the 2026 Michigan Department of Treasury Auditing (i.e. Audit of Minimum Assessing Requirements). The audit will be more intense than in previous years. As you may recall, the Township received a perfect score in 2021.*

*I offer the following changes for Board consideration:*

- *Increase the monthly service fee from \$5,226 to \$5,487. This equates to a \$3,132 annual increase or 5.0%.*
- *Other than the coverage period and the amount of the service fee, there are no other changes from the previous contract.*

*Thank you for your consideration and should the Township Board decline, the services will terminate on August 31, 2025.*

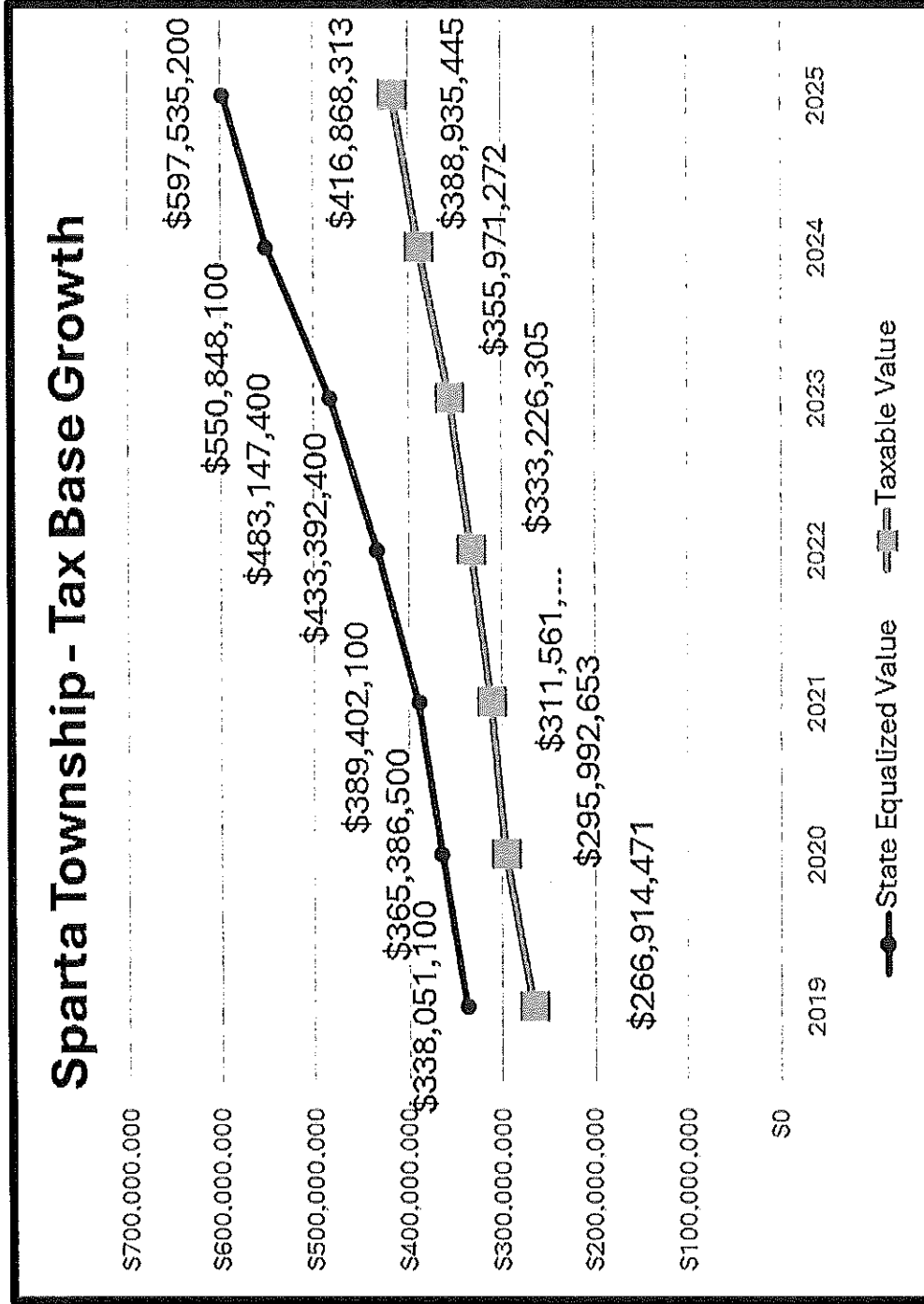
*Respectfully,*



*Clifford A. Turner; CREA, MMAO (4), PPE*



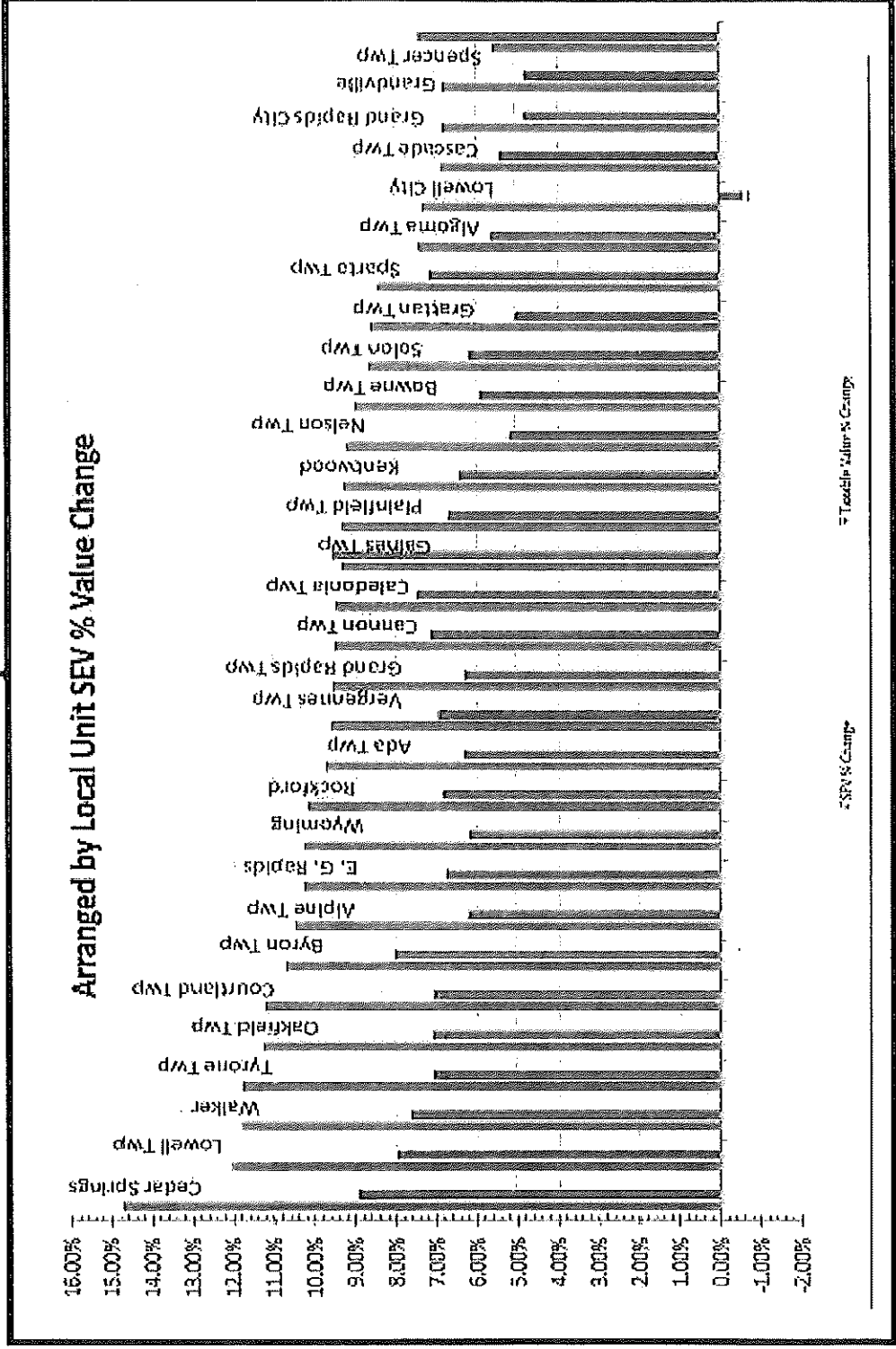
Graph 1



Source: 2025 Kent County Equalization Report



Graph 2

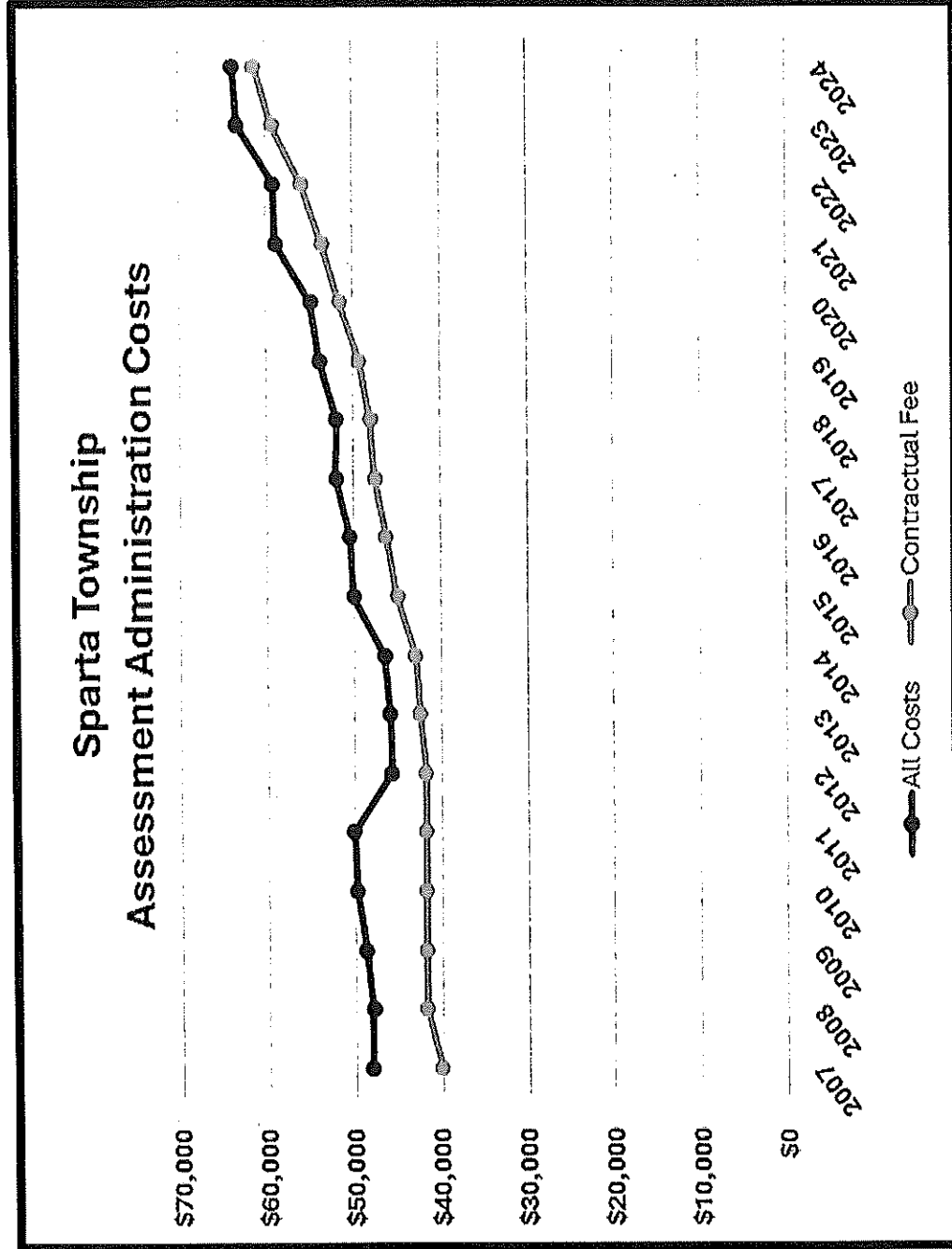


Source: 2025 Kent County Equalization Report



*Assessment Administration Services for Sparta Township*

*Graph 3*



Source: Sparta Township Annual Fiscal Reports



*Assessment Administration Services for Sparta Township*

**Table A**

***Sparta Township – Assessment Administration Costs***

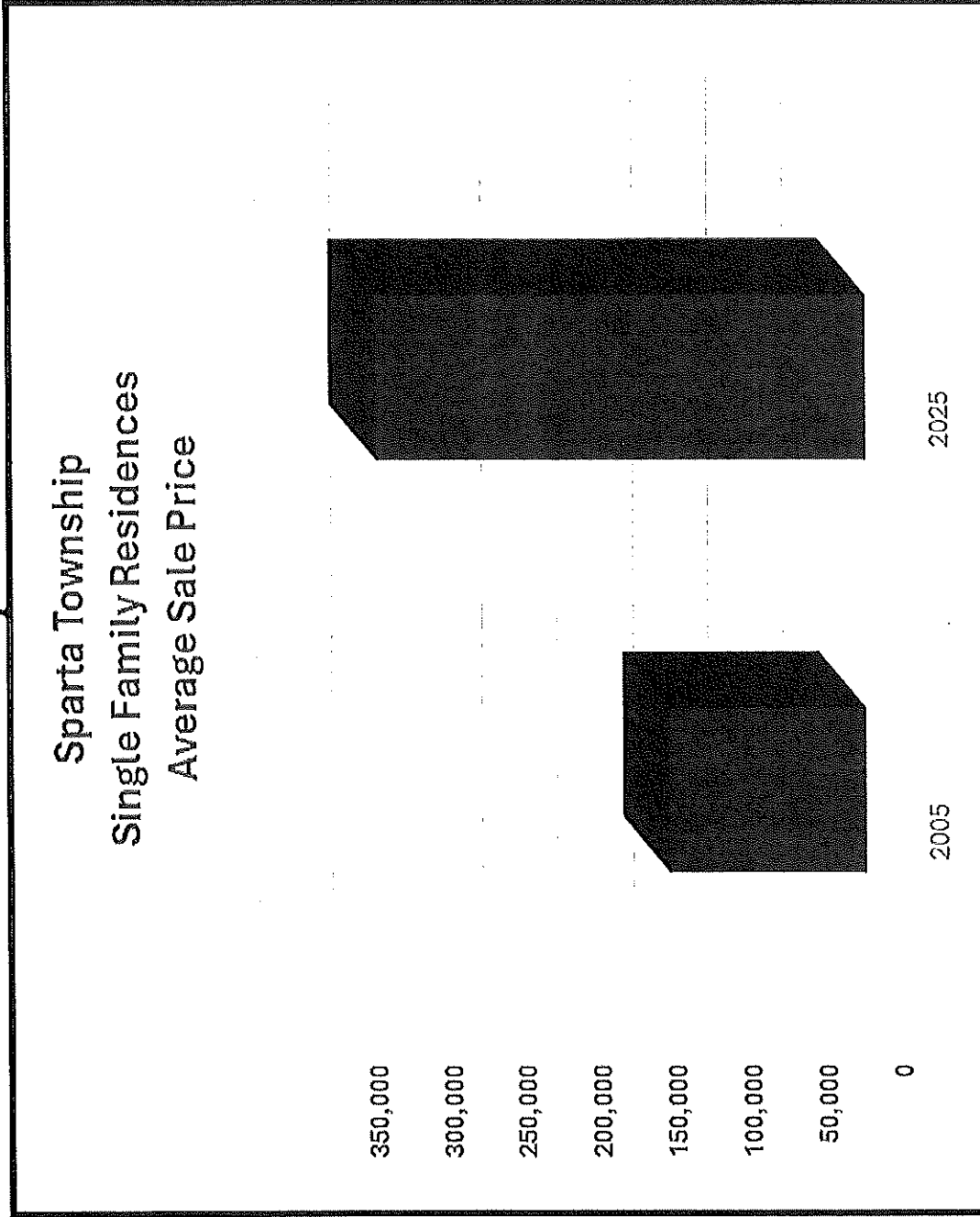
Year	All Costs	% Change	Contractual Fee	% Change
2007	\$48,035	Base	\$40,050	Base
2008	\$47,972	-0.13%	\$41,700	3.96%
2009	\$48,771	1.64%	\$41,700	0.00%
2010	\$49,713	1.89%	\$41,700	0.00%
2011	\$50,101	0.77%	\$41,700	0.00%
2012	\$45,700	-9.63%	\$41,700	0.00%
2013	\$45,872	0.37%	\$42,400	1.65%
2014	\$46,448	1.24%	\$42,900	1.17%
2015	\$49,961	7.03%	\$44,961	4.58%
2016	\$50,449	0.97%	\$46,265	2.82%
2017	\$52,000	2.98%	\$47,500	2.60%
2018	\$51,900	-0.19%	\$48,000	1.04%
2019	\$53,818	3.70%	\$49,200	2.50%
2020	\$54,800	1.82%	\$51,500	4.67%
2021	\$58,800	7.30%	\$53,500	3.88%
2022	\$59,050	0.43%	\$55,800	4.30%
2023	\$63,300	7.20%	\$59,160	6.02%
2024	\$63,800	0.79%	\$61,232	3.50%

Source: Sparta Township Annual Fiscal Reports



*Assessment Administration Services for Sparta Township*

*Graph 4*

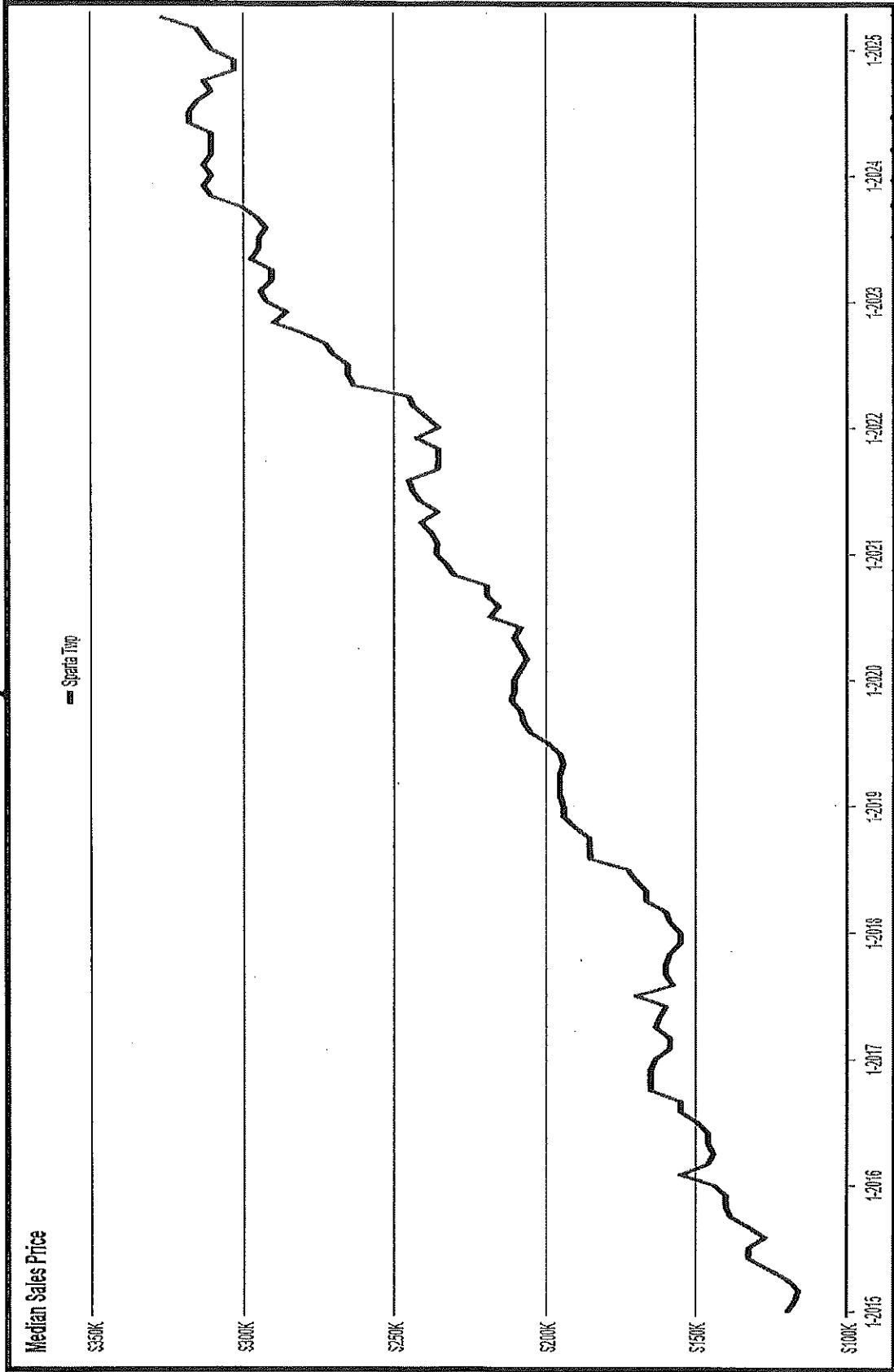


Source: Sparta Township Assessor's Office-Group Data Analysis 2025



Assessment Administration Services for Sparta Township

Graph 5



Source: SWMRIC.com May 2025



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*'I ain't as good as I once was, but I'm as good once  
As I ever was'*

*Toby Keith, 2005*

*I don't know where I am going, But I sure know where  
I have been.*

*Whitesnake, 1987*



## *Assessment Administration Service Agreement*

This agreement is made this 1<sup>st</sup> day of September 2025 between Sparta Township, Kent County, of 160 E. Division Street, Sparta, Michigan, (herein after referred to as the "Township") and Quantum Valuation Services by its proprietor Clifford A. Turner (herein after referred to as the "Assessor") of 7173 Oakshore Drive, Twin Lake, Michigan.

WHEREAS, it is necessary and convenient for the Township to enter into this agreement to provide for assessment administration.

WHEREAS, the assessor is willing to enter into this agreement with respect to his/her services upon the terms and conditions contained herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The assessor agrees to provide assessing services to the Township including, but not limited to, providing properly certified level of assessor, preparing an annual assessment roll and delivering the same to the Township supervisor prior to the Board of Review for the purpose of tax collection, any other activity and /or duties normally conducted by the assessor as designated by statute.
2. The Township will engage the services as described above for a monthly fee of \$5,487 for the period from September 1, 2025, to August 31, 2026.
3. The services and equipment that will be available to the assessor are telephone, copying, association dues, supplies, clerical and administrative support, and any other service related to the execution of the duties within the scope of this contract to the extent deemed necessary by the assessor.
4. This contract is for the period from September 1, 2025, to August 31, 2026.
5. The assessor is retained by the Township only for the purposes and extent set forth in this agreement. It is agreed that the assessor will be in the Township for the purpose of general assessment administration for two days per week with a minimum of one day per week spent in the Township office, unless excused for reasonable cause. The relation to the Township, during the period or periods of the services hereunder, shall be that of an independent practitioner. The assessor shall be free to dispose of such a portion of his/her entire time, energy, and skills during regular



*Assessment Administration Service Agreement*

business hours as the assessor is not obligated to devote hereunder to the Township in such a manner as he/she sees fit and to such people, firms, or corporations as he/she deems advisable. The assessor shall not be considered as having employee status or as being entitled to participate in any plans, arrangements or distributions by the Township pertaining to or in connection with any pension, bonus, or similar benefits for their regular employees.

- 6. The assessor shall complete any necessary warrants.
- 7. The assessor shall be available for a local assessor's review as needed between the date the change notices are mailed and the first day of the Board of Review's meeting to hear appeals.
- 8. Either party has the right to terminate the relationship created under this agreement with or without cause by written notification of the other party in writing 30 days prior to the termination.
- 9. Any cause of action, disagreement, enforcement, or question concerning the validity or application of this agreement shall be governed under the laws of the State of Michigan.

WITNESSES:

SPARTA TOWNSHIP:

\_\_\_\_\_ By \_\_\_\_\_

Dale Bergman, its supervisor

\_\_\_\_\_ By \_\_\_\_\_

Marcy Savage, its clerk

QUANTUM VALUATION  
SERVICES

By \_\_\_\_\_

Clifford A. Turner, its Proprietor



## **Village of Sparta – Facility Comparison Summary**

Civic Center vs. State Bank Building

Prepared for Discussion – June 25, 2025 at 9:00 AM

### **Civic Center**

Pros:

- Larger overall square footage
- Currently houses the Military Museum
- Located directly across the parking lot from the current building
- Adjacent to the park, offering potential for outdoor events

Cons:

- Higher operational and maintenance costs
- May require leasing space to third parties to offset costs (adds landlord responsibilities)
- Not an architecturally significant or iconic building
- Set back from Main Street, reducing visibility and foot traffic
- Existing layout (former church) may be inefficient for storage and display use
- Less ideal lighting for exhibits and gatherings
- Requires inclusion of a buy-back clause (at the old Malt Shop sale price) to protect the Village's future interests—complicates the agreement

### **State Bank Building**

Pros:

- Most iconic and historic building downtown
- Prime Main Street location enhances visibility and community engagement
- Adjacent to Township Hall with potential shared elevator access
- More space than current building, with ample dry basement and attic storage
- Well-suited for museum displays, public exhibits, and informal meetings
- Rich historical character (bank, police department, village hall)
- Lower operating and maintenance costs
- Better natural lighting and established "museum feel"
- Preserves an important historic asset for long-term public benefit
- No buy-back clause needed, simplifying the transaction
- Could provide additional storage space for the Township

Cons:

- Less total space than the Civic Center
- Storage is primarily below grade (elevator access could help address this)



Vietnam Veterans of America  
Michael J. Bost Chapter 18  
P.O. Box 1766  
Grand Rapids, MI 49501

Dale Bergman, Supervisor  
SPARTA TOWNSHIP  
160 East Division  
Sparta, MI 49345

Dear Supervisor Bergman,

Vietnam Veterans of America will observe National Prisoner of War/Missing in Action Day on September 19, 2025. This ceremony will be held in the Grand River Room at the Grand Rapids Homes for Veterans at 2:00 pm.

We would like ***Sparta Township*** to issue a proclamation declaring September 19, 2025, as Prisoner of War/Missing in Action Day. This proclamation will be given to the Vietnam Veterans of America Chapter 18. A sample is included for your convenience.

If you have any questions, please call **Betty Pike**, Associates of Vietnam Veterans of America, at **616-644-2787**.

Sincerely,

Tom Sibley, President  
Vietnam Veterans of America  
Michael J. Bost Chapter 18



**RESOLUTION TO PROVIDE FOR THE DESIGNATION OF**

**SEPTEMBER 19, 2025 AS**

**“PRISONER OF WAR/MISSING IN ACTION RECOGNITION DAY”**

**WHEREAS**, the United States has fought in many wars, one of the longest of which was the Vietnamese Conflict; and,

**WHEREAS**, Friday, September 19, 2025, is a day of remembrance for those who suffered as prisoners of war or are still missing as a result of any conflict; and,

**WHEREAS**, although cooperation has increased within the past few years, there are still over 1,700 American servicemen and civilians including 48 from the State of Michigan missing and unaccounted for in Indochina. The uncertainty surrounding their fates has caused their families to suffer great hardship, and

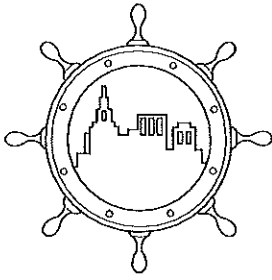
**WHEREAS**, increasing public awareness and focusing public attention on this issue is one way to help achieve this goal;

**NOW, THEREFORE BE IT RESOLVED**, by the trustees of **SPARTA TOWNSHIP** that **Friday, September 19, 2025**, shall be designated as

**“PRISONER OF WAR/MISSING IN ACTION RECOGNITION DAY”**

We urge all of our citizens to take note of this important issue and remember those servicemen and civilians who were prisoners of war and those who are still missing and to commemorate the day with the appropriate activities.





## Fresh Coast Planning

119 ½ Washington Avenue, Studio B  
Grand Haven, MI 49417  
www.freshcoastplanning.com

**Gregory L. Ransford, MPA**  
616-638-1240  
greg@freshcoastplanning.com

**Julie Lovelace**  
616-914-0922  
julie@freshcoastplanning.com

**Kevin Yeomans**  
616-821-4969  
kevin@freshcoastplanning.com

**Alexis Gulker**  
616-773-4638  
alexis@freshcoastplanning.com

# MEMORANDUM

To: Sparta Township Board of Trustees  
From: Kevin Yeomans  
Date: 6/18/2025  
Re: Amendment to Dwelling and Accessory Building Regulations

At their June 10, 2025, meeting, the Planning Commission held a public hearing for the attached text amendment and have recommended the Board of Trustees adopt the proposed text amendment. The proposed amendment will change the regulations for dwellings and accessory buildings. As proposed the amendment will have the following general impacts:

1. Dwellings will no longer be required to be built on top of a basement or crawl space.
2. Accessory buildings can be attached or detached, there will be no differentiation based on whether the accessory building is a garage, pole barn, or shed.
3. Property owners will be provided with more flexibility in how they build their garages and pole barns. For example, instead of being limited to a 1,200 square foot garage, a property owner could build a larger garage as long as it complies with the regulations for the size property they own.
4. Property owners will be provided with more combined square footage for Accessory Buildings.

As you will see in the attached "EDITS" version there have been some changes to defined terms. Additionally, a few new Lot definitions have been added.

Section 154.252 – Accessory Buildings and Uses only show a few edits. However, these are the most recent updates the Planning Commission made. Section 154.252 has been almost completely rewritten. To aid in your review of the proposed amendment, we have included a copy of the CURRENT Section 154.252

### Next Steps

After the conclusion of the Public Hearing for the proposed amendment. The Planning Commission will need to determine whether any additional changes need to be made or if the amendment is ready to be recommended to the Township Board for approval.

### Draft Motion

If the Board determines that no changes are needed, the following motion may be used to adopt the proposed amendment.

*Move to accept the Planning Commission's recommendation and adopt the Dwelling and Accessory Building Requirements Amendment, as written.*

Please let us know if you have any questions.

KLY  
Planner

CC: Terry Hartman, Planning Commission Chairperson



**SPARTA TOWNSHIP**  
**KENT COUNTY, MICHIGAN**

**(Dwelling and Accessory Building Requirements Amendment)**

(Ordinance No. \_\_\_\_\_)

At a \_\_\_\_\_ meeting of the Township Board for Sparta Township held at the Township offices on \_\_\_\_\_, 2025, beginning at \_\_\_\_ p.m., this Ordinance was offered for adoption by Township Board Member \_\_\_\_\_ and was seconded by Township Board Member \_\_\_\_\_:

**AN ORDINANCE AMENDMENT TO AMEND THE  
SPARTA TOWNSHIP ZONING ORDINANCE, AS  
AMENDED, REGARDING DWELLING  
REQUIREMENTS, ACCESSORY BUILDING  
REQUIREMENTS, AND SIMILAR MATTERS.**

THE TOWNSHIP OF SPARTA (the "TOWNSHIP") ORDAINS:

Article 1 – Definitions – Words and Terms Defined

Section 154.006 of the Zoning Ordinance of the Township of Sparta is hereby amended to revise the following terms and their related definitions:

ACCESSORY BUILDING. A building, portion of a building, or structure located on the same lot with the principal or main building and which is subordinate to the principal or main building. Accessory Buildings include, but are not limited to, garages (attached or detached), pole barns, sheds, gazebos, and chicken coops.

DWELLING or APARTMENT. A building or a portion thereof designated or used exclusively as a residence or sleeping place for one or more persons, including one-family, two-family, and multiple dwellings, apartment hotels

with cooking facilities, boarding and lodging houses and mobile homes used for such purposes, but not including motels, motor hotel, tourist rooms, travel trailers, motor homes, trailers or truck campers. Every DWELLING shall have a minimum width of at least twenty-two (22) feet for its entire length and a minimum of a double pitched roof of not less than two and one-half feet of rise for each twelve (12) feet of run, and shall have a roof overhang of not less than six inches on all sides.

#### Article 2 – Definitions – Words and Terms Defined

Section 154.006 of the Zoning Ordinance of the Township of Sparta is hereby amended by the addition of the terms and their associated definitions, which shall read in their entirety as follows:

LOT, INTERIOR. A lot other than a corner lot which, with the exception of a “through lot,” has only one lot line fronting on a public or private street.

LOT, THROUGH. An interior lot having frontage on two or more streets.

#### Article 3 – Lots

Section 154.258 of the Zoning Ordinance of the Township of Sparta is hereby amended to read in its entirety:

(A) All Lots shall have a buildable area. The net buildable area of a Lot shall be a contiguous piece of land excluding land subject to flooding six months of the year, poor drainage, steep slopes, rock outcrops and land encumbered by easements preventing the use of the land. In no case shall the net buildable area of a lot be less than 15,000 square feet unless otherwise specified herein.

(B) No lot shall be created that does not meet the minimum lot size and dimensional regulations of this chapter.

(C) On a Corner Lot, each Lot Line that abuts a street shall be deemed to be a Front Lot Line, and the required yard along both lot frontages shall be a required front yard. The owner shall elect, and so designate in his or her application for a permit, which of the remaining two required yards shall be the required side yard and which the required rear yard.

(D) On a Through Lot, the Lot Line that abuts the street for which the lot is addressed shall be considered the front lot line, and the required yard shall be considered a front yard. The lot line opposite the front lot line shall be considered a rear lot line, and the required yard shall be considered a rear yard. The remaining yards shall be considered side yards.

(E) Cul-de-sac Lots

(1) A lot shall be considered to be a cul-de-sac lot if the lot has more than one-half of its required road frontage on the cul-de-sac. The one-half required road frontage shall be determined prior to reducing the required frontage permitted by division (D)(3) below. Thus, if the required road frontage is 150 feet, the lot must have more than 75 feet of road frontage on the cul-de-sac portion in order to qualify for the reduction in total road frontage as specified in division (D)(3) below.

(2) The cul-de-sac shall be determined to commence at the intersection of the radius of the cul-de-sac with the street right-of-way line.

(3) A lot on a cul-de-sac shall have road frontage on a cul-de-sac that is not less than 60% of the minimum lot width required for the zoning district in which it is located.

#### Article 4 – Accessory Buildings and Uses

Section 154.252 of the Zoning Ordinance of the Township of Sparta is hereby amended to read in its entirety:

Section 154.252 Accessory Buildings and Uses

(A) In any zoning district, an accessory building may be erected detached from the permitted principal building or as an integral part of the permitted principal building. When erected as an integral part of the permitted principal building, it shall comply in all respects with the requirements of this Ordinance applicable to the permitted principal building.

(B) Setbacks

- (1) No accessory building or accessory use shall be erected or conducted within five (5) feet of any other building.
- (2) No detached accessory building or accessory use shall be erected or conducted in any front yard unless such accessory building or accessory use is setback at least three hundred (300) feet away from the public road or private street upon which the lot involved is located.
- (3) Accessory building or accessory uses, on an Interior Lot, within an agricultural or residential zoning district shall not be conducted within ten (10) feet of any side and/or rear lot line.
- (4) Accessory building or accessory uses, on a Through Lot, within an agricultural or residential zoning district shall comply with the rear setbacks for a principal building and shall not be conducted within ten (10) feet of any side lot line

- (5) Accessory building or accessory uses within a commercial or industrial zoning district shall comply with the same side and rear setbacks as the permitted principal building.

(C) Height

- (1) Accessory Buildings used in a bone fide agricultural operation are exempt from the maximum sidewall height requirements of this Section but shall not exceed a total height of thirty-five (35) feet, measured from the existing grade to the peak of the roof.
- (2) Detached accessory building side wall height, as measured from the existing grade to the bearing point of the roof truss, shall not exceed sixteen (16) feet.
- (3) Attached accessory building side wall height, as measured from the existing grade to the bearing point of the roof truss, shall not exceed sixteen (16) feet or the sidewall height of the Principal Building to which it is attached, whichever is greater.
- (4) Total accessory building height, measured from the existing grade to the peak of the roof, shall not exceed thirty-five (35) feet.
- (5) No accessory building shall be used for, or occupied as, a dwelling.

(D) Maximum Square Footage and Number of Accessory Buildings

- (1) Accessory Buildings used in a bone fide agricultural operation are exempt from the maximum square footage and maximum number of accessory building requirements of this Section.

(2) .In addition to the requirements of Section 154.252 (A)-(D), accessory buildings in agricultural and residential Zoning Districts shall comply with the following:

Lot Area (Acreage)	Maximum Number of Accessory Buildings	Maximum Combined Square Footage of All Accessory Buildings
Less than one (1) acre in area.	3	2,800 square feet
One (1) acre or greater, but less than one and one-half (1.5) acres.	3	3,300 square feet
One and one-half (1.5) acres or greater, but less than two (2) acres.	3	3,800 square feet
Two (2) acres or greater, but less than two and one-half (2.5) acres.	3	4,400 square feet
Two and one-half (2.5) acres or greater, but less than three (3) acres.	3	4,800 square feet
Three (3) acres or greater, but less than three and one-half (3.5) acres.	3	5,200 square feet
Three and one-half (3.5) acres or greater, but less than four (4) acres.	3	5,600 square feet
Four (4) acres or greater, but less than four and one-half (4.5) acres.	4	6,000 square feet
Four and one-half (4.5) acres or greater, but less than five (5) acres.	4	6,400 square feet
Five (5) acres or greater, but less than fifteen (15) acres.	4	3.0% of Lot Area
Fifteen (15) acres or greater.	5	3.0% of Lot Area

Article 5 – Conflicting Ordinances.

All other ordinances and parts of ordinances, or amendments thereto, in conflict with the provisions of this ordinance are hereby repealed.

Article 6 – Severability.

If any section, clause, or provision of this Ordinance/ordinance amendment is declared to be unconstitutional or otherwise invalid by a court of competent jurisdiction, that declaration shall

not affect the remainder of the Ordinance/ordinance amendment. The Township Board hereby declares that it would have passed this Ordinance/ordinance amendment and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences or clauses be declared invalid.

Article 7 – The Balance of the Sparta Township Code of Ordinances (as amended) Remains Unchanged and in Effect.

Except as expressly amended by this Ordinance/ordinance amendment, the balance of the Sparta Township Code of Ordinances, as amended, remains unchanged and in full force and effect.

Article 8 – Effective Date.

This Ordinance/ordinance amendment shall become effective upon the expiration of seven (7) days after this Ordinance/ordinance amendment (or a summary thereof) appears in the newspaper as provided by law.

The vote to adopt this Ordinance/ordinance amendment was as follows:

YEAS: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN/ABSENT: \_\_\_\_\_

THIS ORDINANCE/ORDINANCE AMENDMENT IS HEREBY DECLARED  
ADOPTED.

**CERTIFICATION**

I hereby certify that the above is a true copy of an Ordinance/Ordinance amendment adopted by the Township Board for Sparta Township at the time, date, and place specified above pursuant to the required statutory procedures.

Respectfully submitted,

By: \_\_\_\_\_  
Marcy Savage  
Sparta Township Clerk

## § 154.252 ACCESSORY BUILDINGS AND USES.

Accessory buildings and uses shall be subjected to the following regulations.

(A) No accessory building or accessory use shall be erected or conducted in any front yard unless such accessory building or accessory use is located at least 300 feet away from the public road or private street upon which the lot involved is located.

(B) No accessory building or accessory use shall be erected or conducted within five feet of any other building or within ten feet of any property line.

(C) No accessory building shall be used for, or occupied as, a dwelling.

(D) Every single-family and two-family dwelling may provide one private garage for use by the occupants of the single- or two-family dwelling. This private garage may be attached to the dwelling or detached from the dwelling. The maximum size of such private garage shall not exceed the greater of 816 square feet or 70% of the floor area of the dwelling unit that it serves, but in no case shall the size of the private garage exceed 1,200 square feet.

(E) Every single-family dwelling and two-family dwelling may have not more than one primary accessory building and one smaller accessory building (noted below as a shed), in addition to the attached or detached garage permitted herein, provided that the following requirements are met:

(1) Accessory building height, as described below, is a measurement of side wall height, and is measured from the existing grade to the bearing point of the roof truss. Total accessory building height, measured from the existing grade to the peak of the roof, may not exceed 35 feet;

(2) On a parcel of property less than two acres in size, accessory buildings are permitted as follows:

(a) One shed, not larger than 120 square feet and not taller than 12 feet in height; and

(b) A primary accessory building that shall not exceed the total area stated as follows, as measured along the exterior walls, nor exceed the height of 16 feet.

1. A parcel one acre in size or smaller - 1,200 square feet;

2. A parcel over one acre but two acres or less in size - 1,500 square feet;

(3) On a parcel of property at least two acres in size, but less than five acres in size, accessory buildings are permitted as follows:

(a) One shed, not larger than 200 square feet and not taller than 12 feet in height; and

(b) A primary accessory building that shall not exceed the total area stated as follows, as measured along the exterior walls, nor exceed the height of 16 feet.

1. A parcel over two acres but three acres or less in size - 1,800 square feet; and

2. A parcel over three acres but less than five acres in size - 2,100 square feet.

(4) On a parcel of property at least five acres in size, but less than ten acres in size, accessory buildings are permitted as follows:

(a) One shed, not larger than 240 square feet and not taller than 12 feet in height; and

(b) A primary accessory building that shall not exceed 2,400 square feet in total area, as measured on the exterior walls, nor exceed a height of 16 feet.

(5) On any parcel of property ten acres or more in size, three detached, accessory buildings are permitted as follows:

(a) The total square footage of all three accessory buildings shall not exceed 3,520 square feet. The area shall be measured on the exterior walls of each building.

(b) The maximum size of any single accessory building shall not exceed 3,200 square feet.

(c) The maximum height of an accessory building shall not exceed 16 feet.

(d) One of the accessory buildings shall not exceed 320 square feet in size and 12 feet in height.

With clarification that the maximum height of any accessory building is to be measured at the bearing point of the roof trusses on the exterior wall (not the bottom of the roof trusses).

(Ord. passed 7-12-2012, § 4.8; Ord. 14-01, passed 9-11-2014; Ord. 2020-01, passed --2020; Ord. 22-4, passed 12-8-2022) Penalty, see § 154.999



**SPARTA TOWNSHIP**  
**KENT COUNTY, MICHIGAN**

**(Dwelling and Accessory Building Requirements Amendment)**

(Ordinance No. \_\_\_\_\_)

At a \_\_\_\_\_ meeting of the Township Board for Sparta Township held at the Township offices on \_\_\_\_\_, 2025, beginning at \_\_\_\_ p.m., this Ordinance was offered for adoption by Township Board Member \_\_\_\_\_ and was seconded by Township Board Member \_\_\_\_\_:

**AN ORDINANCE AMENDMENT TO AMEND THE  
SPARTA TOWNSHIP ZONING ORDINANCE, AS  
AMENDED, REGARDING DWELLING  
REQUIREMENTS, ACCESSORY BUILDING  
REQUIREMENTS, AND SIMILAR MATTERS.**

THE TOWNSHIP OF SPARTA (the "TOWNSHIP") ORDAINS:

Article 1 – Definitions – Words and Terms Defined

Section 154.006 of the Zoning Ordinance of the Township of Sparta is hereby amended to revise the following terms and their related definitions:

**ACCESSORY BUILDING.** A building, portion of a building, or structure located on the same lot with the principal or main building and which is subordinate to the principal or main building. Accessory Buildings include, but are not limited to, garages (attached or detached), pole barns, sheds, gazebos, and chicken coops.

**DWELLING or APARTMENT.** A building or a portion thereof designated or used exclusively as a residence or sleeping place for one or more persons, including one-family, two-family, and multiple dwellings, apartment hotels

with cooking facilities, boarding and lodging houses and mobile homes used for such purposes, but not including motels, motor hotel, tourist rooms, travel trailers, motor homes, trailers or truck campers. Every DWELLING shall have a minimum width of at least twenty-two (22) feet for its entire length and a minimum of a double pitched roof of not less than two and one-half feet of rise for each twelve (12) feet of run, and shall have a roof overhang of not less than six inches on all sides.

Article 2 – Definitions – Words and Terms Defined

Section 154.006 of the Zoning Ordinance of the Township of Sparta is hereby amended by the addition of the terms and their associated definitions, which shall read in their entirety as follows:

LOT, INTERIOR. A lot other than a corner lot which, with the exception of a “through lot,” has only one lot line fronting on a public or private street.

LOT, THROUGH. An interior lot having frontage on two or more streets.

Article 3 – Lots

Section 154.258 of the Zoning Ordinance of the Township of Sparta is hereby amended to read in its entirety:

(A) All lots shall have a buildable area. The net buildable area of a lot shall be a contiguous piece of land excluding land subject to flooding six months of the year, poor drainage, steep slopes, rock outcrops and land encumbered by easements preventing the use of the land. In no case shall the net buildable area of a lot be less than 15,000 square feet unless otherwise specified herein.

(B) No lot shall be created that does not meet the minimum lot size and dimensional regulations of this chapter.

(C) On a eCorner HLot, each HLot HLine that abuts a street shall be deemed to be a fFront HLot HLine, and the required yard along both lot frontages shall be a required front yard. The owner shall elect, and so designate in his or her application for a permit, which of the remaining two required yards shall be the required side yard and which the required rear yard.

~~(C)~~(D) On a Through Lot, the Lot Line that abuts the street for which the Lot is addressed shall be considered the front lot line, and the required yard shall be considered a front yard. The lot line opposite the front lot line shall be considered a rear lot line, and the required yard shall be considered a rear yard. The remaining yards shall be considered side yards.

~~(D)~~(E) Cul-de-sac Lots

(1) A lot shall be considered to be a cul-de-sac lot if the lot has more than one-half of its required road frontage on the cul-de-sac. The one-half required road frontage shall be determined prior to reducing the required frontage permitted by division (D)(3) below. Thus, if the required road frontage is 150 feet, the lot must have more than 75 feet of road frontage on the cul-de-sac portion in order to qualify for the reduction in total road frontage as specified in division (D)(3) below.

(2) The cul-de-sac shall be determined to commence at the intersection of the radius of the cul-de-sac with the street right-of-way line.

(3) A lot on a cul-de-sac shall have road frontage on a cul-de-sac that is not less than 60% of the minimum lot width required for the zoning district in which it is located.

Section 154.252 of the Zoning Ordinance of the Township of Sparta is hereby amended to read in its entirety:

Section 154.252 Accessory Buildings and Uses

(A) In any zoning district, an accessory building may be erected detached from the permitted principal building or as an integral part of the permitted principal building. When erected as an integral part of the permitted principal building, it shall comply in all respects with the requirements of this Ordinance applicable to the permitted principal building.

(B) Setbacks

(1) No accessory building or accessory use shall be erected or conducted within five (5) feet of any other building.

(2) No detached accessory building or accessory use shall be erected or conducted in any front yard unless such accessory building or accessory use is setback at least three hundred (300) feet away from the public road or private street upon which the lot involved is located.

~~(3)~~ Accessory building or accessory uses, on an Interior Lot, within an agricultural or residential zoning district shall not be conducted within ten (10) feet of any side and/or rear lot line.

~~(3)~~(4) Accessory building or accessory uses, on a Through Lot, within an agricultural or residential zoning district shall comply with the rear setbacks for a principal building and shall not be conducted within ten (10) feet of any side lot line

~~(4)~~(5) Accessory building or accessory uses within a commercial or industrial zoning district shall comply with the same side and rear setbacks as the permitted principal building.

(C) Height

- (1) Accessory Buildings used in a bone fide agricultural operation are exempt from the maximum sidewall height requirements of this Section but shall not exceed a total height of thirty-five (35) feet, measured from the existing grade to the peak of the roof.
- (2) Detached accessory building side wall height, as measured from the existing grade to the bearing point of the roof truss, shall not exceed sixteen (16) feet.
- (3) Attached accessory building side wall height, as measured from the existing grade to the bearing point of the roof truss, shall not exceed sixteen (16) feet or the sidewall height of the Principal Building to which it is attached, whichever is greater.
- (4) Total accessory building height, measured from the existing grade to the peak of the roof, shall not exceed thirty-five (35) feet.
- (5) No accessory building shall be used for, or occupied as, a dwelling.

(D) Maximum Square Footage and Number of Accessory Buildings

- (1) Accessory Buildings used in a bone fide agricultural operation are exempt from the maximum square footage and maximum number of accessory building requirements of this Section.

(2) In addition to the requirements of Section 154.252 (A)-(D), accessory buildings in agricultural and residential Zoning Districts shall comply with the following:

Lot/Area (Acreage)	Maximum Number of Accessory Buildings	Maximum Combined Square Footage of All Accessory Buildings
Less than one (1) acre in area.	3	2,800 square feet
One (1) acre or greater, but less than one and one-half (1.5) acres.	3	3,300 square feet
One and one-half (1.5) acres or greater, but less than two (2) acres.	3	3,800 square feet
Two (2) acres or greater, but less than two and one-half (2.5) acres.	3	4,400 square feet
Two and one-half (2.5) acres or greater, but less than three (3) acres.	3	4,800 square feet
Three (3) acres or greater, but less than three and one-half (3.5) acres.	3	5,200 square feet
Three and one-half (3.5) acres or greater, but less than four (4) acres.	3	5,600 square feet
Four (4) acres or greater, but less than four and one-half (4.5) acres.	4	6,000 square feet
Four and one-half (4.5) acres or greater, but less than five (5) acres.	4	6,400 square feet
Five (5) acres or greater, but less than fifteen (15) acres.	4	3.0% of Lot Area
Fifteen (15) acres or greater.	5	3.0% of Lot Area

Article 53 – Conflicting Ordinances.

All other ordinances and parts of ordinances, or amendments thereto, in conflict with the provisions of this ordinance are hereby repealed.

Article 64 – Severability.

If any section, clause, or provision of this Ordinance/ordinance amendment is declared to be unconstitutional or otherwise invalid by a court of competent jurisdiction, that declaration shall

not affect the remainder of the Ordinance/ordinance amendment. The Township Board hereby declares that it would have passed this Ordinance/ordinance amendment and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences or clauses be declared invalid.

Article 744 – The Balance of the Sparta Township Code of Ordinances (as amended) Remains Unchanged and in Effect.

Except as expressly amended by this Ordinance/ordinance amendment, the balance of the Sparta Township Code of Ordinances, as amended, remains unchanged and in full force and effect.

Article 842 – Effective Date.

This Ordinance/ordinance amendment shall become effective upon the expiration of seven (7) days after this Ordinance/ordinance amendment (or a summary thereof) appears in the newspaper as provided by law.

The vote to adopt this Ordinance/ordinance amendment was as follows:

YEAS: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN/ABSENT: \_\_\_\_\_

THIS ORDINANCE/ORDINANCE AMENDMENT IS HEREBY DECLARED ADOPTED.

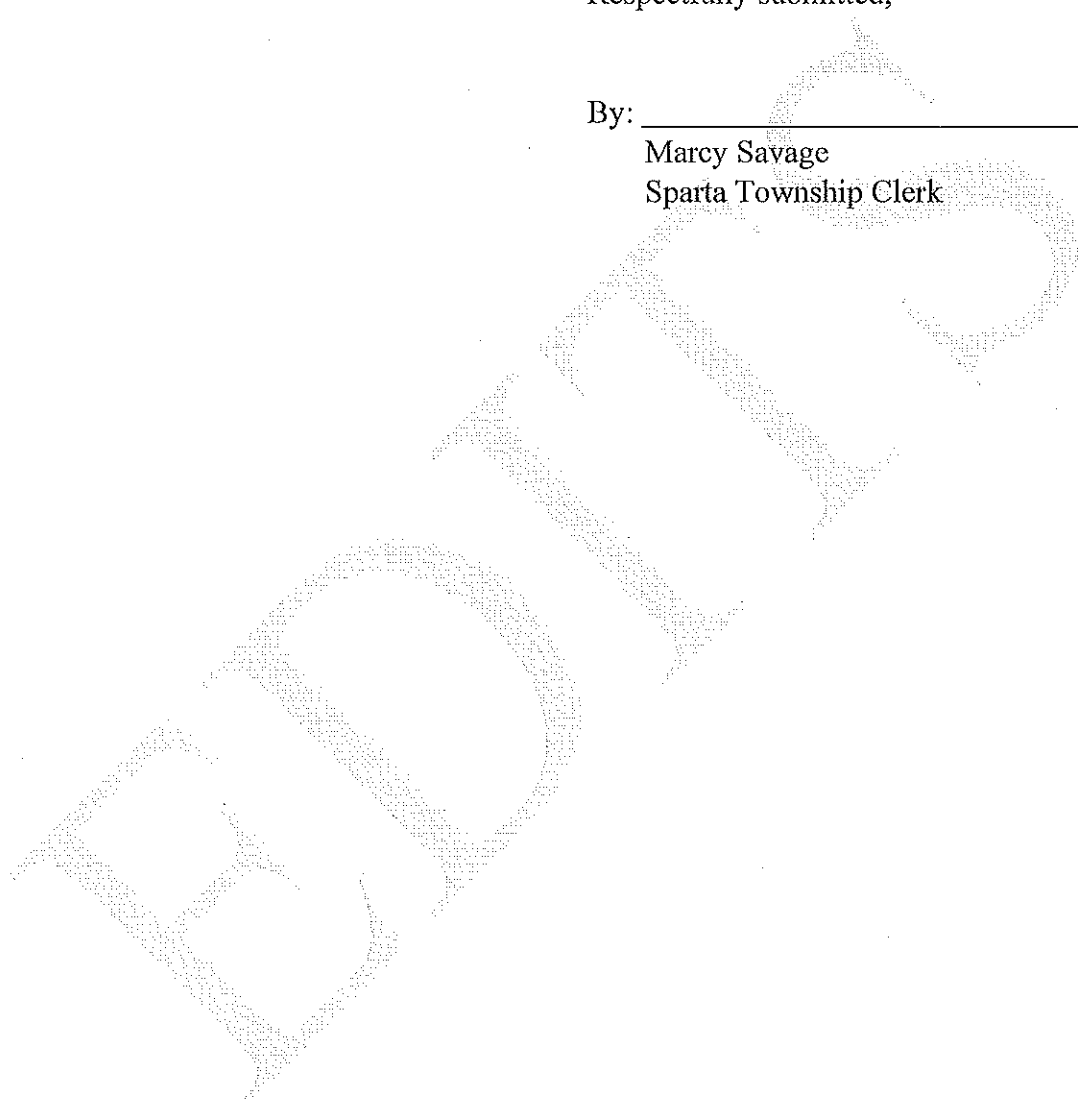
**CERTIFICATION**

I hereby certify that the above is a true copy of an Ordinance/Ordinance amendment adopted by the Township Board for Sparta Township at the time, date, and place specified above pursuant to the required statutory procedures.

Respectfully submitted,

By: \_\_\_\_\_

Marcy Savage  
Sparta Township Clerk



## Marcy Savage

---

**From:** Jody Hyde  
**Sent:** Tuesday, July 8, 2025 9:51 AM  
**To:** Ashley Johnson; Marcy Savage  
**Subject:** FW: Kent County Drain Commissioner

**From:** WILLIAM GOODFELLOW <[wrgoodfellow@prodigy.net](mailto:wrgoodfellow@prodigy.net)>  
**Sent:** Tuesday, July 8, 2025 9:17 AM  
**To:** Jody Hyde <[deputyclerk@spartatownship.org](mailto:deputyclerk@spartatownship.org)>  
**Subject:** Fw: Kent County Drain Commissioner

You can add this to our discussion items on the Nash Creek.

Bill

----- Forwarded Message -----

**From:** The Office of Senator Outman <[senoutman@senate.michigan.gov](mailto:senoutman@senate.michigan.gov)>  
**To:** WILLIAM GOODFELLOW <[wrgoodfellow@prodigy.net](mailto:wrgoodfellow@prodigy.net)>  
**Sent:** Tuesday, July 8, 2025 at 09:12:54 AM EDT  
**Subject:** Re: Kent County Drain Commissioner

Good morning William,

Thank you for taking the time to share your concerns about the Nash Creek Drain project and its impact on Sparta Township, Chester Township, and the surrounding community. Senator Outman appreciates hearing directly from residents and local leaders about how these issues are affecting families, farms, and township budgets.

He understands the deep frustration and sense of unfairness that many property owners feel regarding the assessment process and the broader authority granted to county drain commissioners under Michigan law. It is clear that the scale of this project and the resulting financial burden on landowners and townships have raised significant questions about transparency, communication, and the balance of decision-making power.

Senator Outman recognizes how devastating unexpected costs of this magnitude can be for farmers, retirees on fixed incomes, and young families trying to make a living. Longstanding family farms, such as yours, are a vital part of Michigan's heritage and economy, and he shares your concern about the potential loss of these properties due to assessments that were not fully understood or anticipated.

He is also mindful of the broader conversations that have emerged about the Michigan Drain Code and whether updates are needed to ensure that affected communities have meaningful input and information before large-scale projects move forward. While he cannot commit to specific legislative action at this time, he believes these are issues that deserve careful attention and dialogue in Lansing.



Senator Outman welcomes the opportunity to learn more and has taken note of the June 30 township meeting and the recording you referenced. He would be glad to review it and stay informed about the township's ongoing discussions. He also appreciates your invitation to attend a township board meeting and will keep that in mind as his schedule allows.

Thank you again for reaching out and for your dedicated service as a trustee and fire board member. Your perspective as both a public servant and lifelong resident helps shed light on the real-world impact of these policies. Please don't hesitate to reach out if there are further updates or additional information you'd like to share.

Best,

Zack Sikkema

Zachary Sikkema  
Legislative Director  
Senator Rick Outman

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**From:** WILLIAM GOODFELLOW <[wrgoodfellow@prodigy.net](mailto:wrgoodfellow@prodigy.net)>  
**Sent:** Sunday, July 6, 2025 10:40 AM  
**To:** The Office of Senator Outman <[SenROutman@senate.michigan.gov](mailto:SenROutman@senate.michigan.gov)>  
**Subject:** Kent County Drain Commissioner

You don't often get email from [wrgoodfellow@prodigy.net](mailto:wrgoodfellow@prodigy.net). [Learn why this is important](#)

Senator Outman.

As we just celebrated our Independence Day, I'm still taken back by our antiquated laws that give ultimate powers to a county drain commissioner. What he's done to Sparta Township and Chester Township and its residents borders on criminal.

I have been a township resident most of my life and maintain our family farm which has been in the family for over 157 years. I'm also a township trustee and fire board member for almost 25 years.

In December of 2020, our county drain commissioner presented to our township board a "Petition" to have the Nash Creek Drain cleaned up. He stated that having the township sign a petition was easier than getting all the people who called his office asking for the Nash Creek to be cleaned. Our township board agreed that it had merit, and we knew that there were areas on the creek that needed to be addressed. We've had previous experiences with Drain Commissioner pertaining to other township drains where maintenance costs were a few thousand dollars, we assumed it would again be in that range.

The township heard nothing from the drain commissioner until a notice was sent to all landowners in the drainage area stating there will be a meeting March 23, 2022, and again on June 26, 2023. As I know a lot of landowners, most did receive something from the drain commissioner stating there will be a meeting for the "Nash Creek" project. There were landowners in other townships and even counties involved that most likely looked at the notice as they thought, I'm not near or even close (4-5 miles away) to the Nash Creek so I'm not going.



There were meetings, not that well attended by the public or even the township board but that was the first opportunity to view what the township board thought was going to just some maintenance to a multimillion-dollar 100-year project for Nash Creek. Estimated costs may have been disclosed but nothing specific as to how much any landowner or even what the township might have to pay for this project. The scope of the project and costs were determined by the Drain Commissioner with no input from the township or its' residents. (over 2000 parcels are involved)

June 10-11, 2025, the township and neighboring township had a sever hailstorm that ruined up to 100% of their apples. That same day they received an assessment from the county drain commissioner . The assessments for the Nash Creek Drain. Assessments went from a few 100 dollars, to \$10,000 to \$100,000 to \$200,000 and the highest I heard was over \$400,000 for a drain project that will not be of any value to most landowners. Our township was assessed almost \$600,000. That's nearly ½ our annual budget. For what? Save a few residents & businesses in the village of Sparta they might have had some water damage due to a 50–100-year rain falls in last 40 years? If under the MCL 280.152 all drain assessments must be based on the "principle of benefits derived", then the village of Sparta should have been assessed the majority of the costs.

As a township trustee I feel we've been sold a bill of goods. We've been led to believe that this is best for the township when it just benefits a few. It's been over 4 years in the planning and never was there any attempt by the drain commissioner to provide costs or estimated cost to township or the property owners. I know if the township had an opportunity to do it over again, they would never support the Drain Commissioner or any of his plans.

This assessment will force some landowners to sell their property or a portion of it just to pay their bill. Some younger farmers will go broke. Retire folks on social security may have to take a 15-year payment option because they can't afford their assessment.

In closing, I know it may be too late to just stop this project. (per the Drain Commissioner in a personal meeting with him, he stated it's too late and I've never lost in court). I would like you and other senators to take up the Michigan Drain Code of 1956 and revised it. We need more information, input and costs before just giving the Drain Commissioner ultimate authority.

The township had a public meeting on June 30<sup>th</sup> with our attorney, along with a lot of landowners to review the township options as it pertains to the Nash Creek project. The meeting was videotaped and available to see. Please watch: Go to Sparta Township, watch meetings live or recorded (it's the only one with a strange heading as our video equipment decided to go down that day.)

Please let me know if you have any questions as I would like to hear from you and invite you to one of township board meetings.

Thanks

William Goodfellow (Sparta Township Trustee & Landowner)

2267, 12-mile Rd NW Sparta MI 49345

616-318-8244

[wrgoodfellow@prodigy.net](mailto:wrgoodfellow@prodigy.net)



## Marcy Savage

---

**From:** Latvaitis,Angie <angie.latvaitis@kentcountymi.gov>  
**Sent:** Wednesday, June 18, 2025 1:06 PM  
**To:** Marcy Savage  
**Cc:** Ashley Johnson; Roger A. Swets; Yonker, Ken  
**Subject:** RE: bond questions

Marcy,

You requested numbers for 4 payback scenarios. Sparta Township Assessment is **\$595,123.20**. I have provided you numbers for your questions 2 and 4. I cannot run numbers for your questions 1 and 3, since the bonds will be amortized over 15 years and so I do not have a principal and interest breakdown for 5-year amortizations. Also keep in mind that if the Township makes substantial prepayments after the drain bonds are issued, there is a risk of the drainage district incurring negative arbitrage on those funds prior to the time the drain bonds can be prepaid which could result in a delinquency assessment to the district.

*How much would our payments be over 15 years with interest.*

15-yr annual cost w/ interest is \$59,289.50. After 15-years you would have paid a total cost with interest \$889,342.57

*How much would our payments be if we paid \$250,000 and paid the rest over 15 years with interest.*

With a remaining balance of \$345,123.20, 15-yr annual cost w/ interest is \$23,008.21. After 15-yr, a Total Cost with interest \$515,746.58

Also keep in mind that if the Township pays down \$250,000 up front, that might not be enough to avoid having to do disclosure and continuing disclosure. It may be sufficient, but if the drainage district receives other substantial payoffs, it may take a larger up front payoff from the Township to get under 10% of the bond amount. Our financial advisors can work with you to refine that number as we get closer to the bond sale date.

The above interest amounts were based on the 5.5% estimate.

Sincerely,

*Angie Latvaitis*

Deputy Drain Commissioner  
Office of the Kent County Drain Commissioner

Main Office: (616) 632-7910

Direct: (616) 632-7912

*This message has been prepared on resources owned by Kent County, MI. It is subject to the Acceptable Use Policy of Kent County.*





**From:** Marcy Savage <clerk@spartatownship.org>  
**Sent:** Tuesday, June 17, 2025 4:35 PM  
**To:** Latvaitis,Angie <angie.latvaitis@kentcountymi.gov>  
**Cc:** treasurer@spartatownship.org  
**Subject:** bond questions

**CAUTION:** This email was sent from an external source. Please do not open suspicious links or attachments.

Angie, I am requesting the numbers for our portion of the Drain in 4 different ways.

1. I would like to know how much our payments would be if we paid the whole bond over 5 years with interest.
2. How much would our payments be over 15 years with interest.
3. How much would our payments be if we paid \$250,000 and the rest over 5 years with interest.

Set the interest at 5.5% for these scenarios. Thank you. Marcy



*Marcy Savage*  
Clerk, Sparta Township  
P: (616) 887-8863 Ext. 101  
[clerk@spartatownship.org](mailto:clerk@spartatownship.org)



MEMORANDUM

**To:** Nash Creek Intercounty Drain Drainage District  
**From:** Roger Swets  
**Date:** June 9, 2025

---

Attached with this Memo is a resolution for the Township of Sparta (the "Township") to approve participating in disclosure and entering into a continuing disclosure certificate for the bonds that will be issued for the Nash Creek Intercounty Drain Drainage District (the "Drainage District") project.

In general, for some larger projects a municipality may be considered to be party that has significant enough involvement in a drain bond project that the federal securities law requires that a section be included in the official statement for the drain bond issue, providing some disclosure regarding the municipality and requiring continuing disclosure from the municipality. For these bonds that will be issued by the Drainage District, the Township will be in this situation, unless it prepays its assessment. This is not an unusual circumstance. This is the case for any significant bond issue that is sold as a public offering in the bond market.

The Township would avoid the need for continuing disclosure if it prepaid its special assessment, since it would no longer be financing its assessment through the bonds. The Township could also avoid this need if it prepaid enough of its assessment so that the total amount of remaining assessment was less than 10% of the bond issue. If the Township is interested in this option, the Drainage District will need to work with the Drainage District's registered municipal advisor, MFCI, to determine this amount since the necessary partial prepayment number will vary depending on how many prepayments the Drainage District receives.

If the Township determines to finance the assessment, without prepaying to get below 10%, the documents attached to this memo are the documents necessary for the bonds to be issued in the manner that will provide the lowest interest cost according to MFCI.

With the resolution provided to the Township, it will be possible for the Drainage District to sell its bonds through a public offering, which is the method MFCI has advised will provide the lowest interest cost to the Drainage District (and thus to the Township and its residents) on the bond issue. Without the resolution and certificate from the Township, the Drainage District would have to sell its bonds by some other method of sale, which MFCI believes would lead to a higher interest rate for the bonds (and the Township and its residents) and a higher annual debt service. Thus, by passage of the resolution and providing the Drainage District with the certificate when the bonds close, the Township will facilitate obtaining the lowest interest cost with respect to the project.

In summary, this action on the part of the Township will help provide the Township and its property owners in the service area of the Drainage District with the best interest cost for the project and lowest annual debt service in the eyes of MFCI. Please let me know if you have any questions on this material.



**TOWNSHIP OF SPARTA**  
(Kent County, Michigan)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO AUTHORIZE OFFICIAL STATEMENT AND  
CONTINUING DISCLOSURE CERTIFICATE FOR THE NASH  
CREEK INTERCOUNTY DRAIN DRAINAGE DISTRICT BONDS**

Minutes of a meeting of the Township Board of the Township of Sparta, Kent County, Michigan, held on \_\_\_\_\_, 2025, at \_\_\_\_\_ p.m., local time.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

WHEREAS, the Nash Creek Intercounty Drain Drainage District, Kent and Ottawa Counties, Michigan (the "Drainage District") intends to issue its drain bonds (the "Bonds") for the purpose of paying the costs of constructing improvements to the Nash Creek Intercounty Drain (the "Project"); and

WHEREAS, the Township of Sparta (the "Township") will be assessed a share of the cost of the Project; and

WHEREAS, in connection therewith the Township has been asked to participate in the preparation of an official statement for the Bonds and enter into a continuing disclosure certificate for the Bonds.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Township is authorized to participate in the preparation of a preliminary and final official statement for the Bonds (the "Official Statement").

2. The Continuing Disclosure Certificate (the "Disclosure Certificate") is approved in substantially the form submitted herewith, with such changes and completions as are approved by the officer of the Township signing the Disclosure Certificate, and the Supervisor, the Clerk, and the Treasurer of the Township or any one of them are hereby authorized and directed to

approve and sign the Disclosure Certificate and the Official Statement and to sign any other documents or certificates that are necessary for the issuance of the Bonds.

3. All resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Marcy Savage, Clerk

**CERTIFICATION**

I, Marcy Savage, hereby certify that he foregoing is a true and complete copy of a resolution adopted by the Township Board of the Township of Sparta at a regular meeting held on \_\_\_\_\_, 2025, and that public notice of said meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
Marcy Savage, Clerk

**CONTINUING DISCLOSURE CERTIFICATE**

**TOWNSHIP OF SPARTA  
\$[PRINCIPAL AMOUNT]  
NASH CREEK INTERCOUNTY DRAIN DRAINAGE DISTRICT  
DRAIN BONDS, SERIES 2025  
(GENERAL OBLIGATION LIMITED TAX)**

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Township of Sparta (the “Township”) in connection with the issuance by the Nash Creek Intercounty Drain Drainage District, Kent and Ottawa Counties, Michigan (the “Issuer”) of its Drain Bonds, Series 2025 (General Obligation Limited Tax). The Township covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Certificate.**

(a) This Disclosure Certificate is being executed and delivered by the Township for the benefit of the Bondholders and the Beneficial Owners and in order to assist the Participating Underwriter in complying with subsection (b)(5) of the Rule.

(b) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same or shall own beneficial ownership interests therein from time to time, this Disclosure Certificate shall be deemed to be and shall constitute a contract between the Township and the Bondholders and Beneficial Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Township shall be for the benefit of the Bondholders and Beneficial Owners of any and all of the Bonds.

**Section 2. Definitions.** The following capitalized terms shall have the following meanings:

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Annual Report” shall mean any Annual Report of the Township provided by the Township pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries).

“Bondholder” shall mean the registered owner of any Bonds.

“Dissemination Agent” shall mean the Township or any successor Dissemination Agent appointed in writing by the Township and which has filed with the Township a written acceptance of such appointment.

“EMMA” shall mean the Electronic Municipal Market Access system of the MSRB. As of the date of this Disclosure Certificate, the EMMA Internet Web site address is <http://www.emma.msrb.org>.

“Financial Obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“GAAP” shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Governmental Accounting Standards Board and in effect from time to time.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act. As of the date of this Disclosure Certificate, the address and telephone and telecopy numbers of the MSRB are as follows:

Municipal Securities Rulemaking Board  
1300 I Street NW, Suite 1000  
Washington, DC 20005  
Tel: 202-838-1500  
Fax: 202-898-1500

“Official Statement” shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2025.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the primary offering of the Bonds.

“Rule” shall mean Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time, together with all interpretive guidances or other official interpretations or explanations thereof that are promulgated by the SEC.

“SEC” shall mean the United States Securities and Exchange Commission.

“Securities Counsel” shall mean legal counsel expert in federal securities law.

“State” shall mean the State of Michigan.

### **Section 3. Provision of Annual Reports.**

(a) Each year, the Township shall provide, or shall cause the Dissemination Agent to provide, not later than the date seven (7) months after the end of the Township’s fiscal year,

commencing with the Township's Annual Report for its fiscal year ending March 31, 2025, to the MSRB an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 business days (or such lesser number of days as is acceptable to the Dissemination Agent) prior to said date, the Township shall provide the Annual Report to the Dissemination Agent (if other than the Township). Currently, the Township's fiscal year commences on April 1. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Disclosure Certificate; provided, however, that if the audited financial statements of the Township are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the audited financial statements then most recently prepared for the Township shall be included in the Annual Report.

(b) If the Township is unable to provide to the MSRB an Annual Report of the Township by the date required in subsection (a), the Township shall file a notice, in a timely fashion, with the MSRB, in substantially the form attached as Exhibit A.

(c) If the Township's fiscal year changes, the Township shall file written notice of such change with the MSRB, in substantially the form attached as Exhibit B.

(d) Whenever any Annual Report or portion thereof is filed as described above, it shall be attached to a cover sheet in substantially the form attached as Exhibit C.

(e) If the Dissemination Agent is other than the Township, the Dissemination Agent shall file a report with the Township certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

(f) In connection with providing the Annual Report, the Dissemination Agent (if other than the Township) is not obligated or responsible under this Disclosure Certificate to determine the sufficiency of the content of the Annual Report for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

**Section 4. Content of Annual Reports.** The Township's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Township for its fiscal year immediately preceding the due date of the Annual Report.

(b) An update of the financial information and operating data relating to the Township of the same nature as that contained in the following tables in Appendix D of the Official Statement: [INSERT SECTIONS]

The Township's financial statements shall be audited and prepared in accordance with GAAP with such changes as may be required from time to time in accordance with State law.

Any or all of the items listed above may be included by specific reference to other documents available to the public on the MSRB's Internet Web site or filed with the SEC. The Township shall clearly identify each such other document so included by reference.

**Section 5. Reporting of Significant Events.**

(a) The Township covenants to provide, or cause to be provided, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in excess of ten (10) business days after the occurrence of the event and in accordance with the Rule:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Tender offers;
- (13) Nash Creekruptcy, insolvency, receivership or similar event of the obligated person;
- (14) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(15) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(16) Incurrence of a financial obligation of the Issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or obligated person, any of which affect security holders, if material; and

(17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or obligated person, any of which reflect financial difficulties.

(b) Whenever the Township obtains knowledge of the occurrence of a Listed Event described in subsection (a)(2), (7), (8), (10), (14), (15), or (16), the Township shall as soon as possible determine if such Listed Event would be material under applicable federal securities laws. The Township covenants that its determination of materiality will be made in conformance with federal securities laws.

(c) If the Township determines that (i) a Listed Event described in subsection (a)(1), (3), (4), (5), (6), (9), (11), (12), (13), or (17) has occurred or (ii) the occurrence of a Listed Event described in subsection (a)(2), (7), (8), (10), (14), (15), or (16) would be material under applicable federal securities laws, the Township shall cause a notice of such occurrence to be filed with the MSRB within ten (10) business days of the occurrence of the Listed Event, together with a cover sheet in substantially the form attached as Exhibit D. In connection with providing a notice of the occurrence of a Listed Event described in subsection (a)(9), the Township shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) In connection with providing a notice of the occurrence of a Listed Event, the Dissemination Agent (if other than the Township), solely in its capacity as such, is not obligated or responsible under this Disclosure Certificate to determine the sufficiency of the content of the notice for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

(e) The Township acknowledges that the “rating changes” referred to in subsection (a)(11) above may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Township is liable.

(f) The Township acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Township does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

## **Section 6. Mandatory Electronic Filing with EMMA.**

All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at

<http://www.emma.msrb.org> as provided by the amendments to the Rule adopted by the SEC in Securities Exchange Act Release No. 59062 on December 5, 2008.

**Section 7. Termination of Reporting Obligation.**

(a) The Township's obligations under this Disclosure Certificate shall terminate upon the legal defeasance or the prior redemption or payment in full of all of the Bonds. If the Township's obligation to pay a portion of the principal of and interest on the Bonds is assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Certificate in the same manner as if it were the Township, and the Township shall have no further responsibility hereunder.

(b) This Disclosure Certificate, or any provision hereof, shall be null and void in the event that the Township (i) receives an opinion of Securities Counsel, addressed to the Township, to the effect that those portions of the Rule, which require such provisions of this Disclosure Certificate, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) files notice to such effect with the MSRB.

**Section 8. Dissemination Agent.** The Township, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Except as otherwise provided in this Disclosure Certificate, the Dissemination Agent (if other than the Township) shall not be responsible in any manner for the content of any notice or report prepared by the Township pursuant to this Disclosure Certificate.

**Section 9. Amendment; Waiver.**

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(i) if the amendment or waiver relates to the provisions of Section 3(a), (b), (c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Township, or type of business conducted by the Township;

(ii) this Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) the amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the Township shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if

the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in accounting principles shall be filed by the Township or the Dissemination Agent (if other than the Township) at the written direction of the Township with the MSRB.

**Section 10. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the Township from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Township chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Township shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

**Section 11. Failure to Comply.** In the event of a failure of the Township or the Dissemination Agent (if other than the Township) to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may bring an action to obtain specific performance of the obligations of the Township or the Dissemination Agent (if other than the Township) under this Disclosure Certificate, but no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and any failure to comply with the obligations under this Disclosure Certificate shall not constitute a default with respect to the Bonds. Notwithstanding the foregoing, if the alleged failure of the Township to comply with this Disclosure Certificate is the inadequacy of the information disclosed pursuant hereto, then the Bondholders and the Beneficial Owners (on whose behalf a Bondholder has not acted with respect to this alleged failure) of not less than a majority of the aggregate principal amount of the then outstanding Bonds must take the actions described above before the Township shall be compelled to perform with respect to the adequacy of such information disclosed pursuant to this Disclosure Certificate.

**Section 12. Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate.

**Section 13. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Township, the Dissemination Agent, the Participating Underwriter, the Bondholders and the Beneficial Owners, and shall create no rights in any other person or entity.

**Section 14. Transmission of Information and Notices.** Unless otherwise required by law or this Disclosure Certificate, and, in the sole determination of the Township or the Dissemination Agent, as applicable, subject to technical and economic feasibility, the Township or the Dissemination Agent, as applicable, shall employ such methods of information and notice transmission as shall be requested or recommended by the herein-designated recipients of such information and notices.

**Section 15. Additional Disclosure Obligations.** The Township acknowledges and understands that other State and federal laws, including, without limitation, the Securities Act of 1933, as amended, and Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act, may apply to the Township, and that under some circumstances, compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Township under such laws.

**Section 16. Governing Law.** This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

**TOWNSHIP OF SPARTA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: [CLOSING DATE], 2025

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Obligated Person: Township of Sparta, Michigan

Name of Bond Issue: Nash Creek Intercounty Drain Drainage District's \$[PRINCIPAL AMOUNT] Drain Bonds, Series 2025 (General Obligation Limited Tax)

Date of Bonds [CLOSING DATE], 2025

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**NOTICE IS HEREBY GIVEN** that the Township of Sparta has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Certificate with respect to the Bonds. The Township of Sparta anticipates that the Annual Report will be filed by \_\_\_\_\_, \_\_\_\_\_.

**TOWNSHIP OF SPARTA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT B**

**NOTICE OF CHANGE IN TOWNSHIP'S FISCAL YEAR**

Name of Obligated Person: Township of Sparta, Michigan

Name of Bond Issue: Nash Creek Intercounty Drain Drainage District's \$[PRINCIPAL AMOUNT] Drain Bonds, Series 2025 (General Obligation Limited Tax)

Date of Bonds [CLOSING DATE], 2025

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**NOTICE IS HEREBY GIVEN** that the Township of Sparta' fiscal year has changed. Previously, the Township of Sparta' fiscal year ended on \_\_\_\_\_. It now ends on \_\_\_\_\_.

**TOWNSHIP OF SPARTA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C**

**ANNUAL REPORT COVER SHEET**

This cover sheet and the attached Annual Report or portion thereof should be filed electronically with the Municipal Securities Rulemaking Board through the EMMA Dataport at <http://www.emma.msrb.org> pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(A) and (B).

Issuer's /Other Obligated Person's Name: Township of Sparta

Issuer's Six-Digit CUSIP Number(s): \_\_\_\_\_

or Nine-Digit CUSIP Number(s) to which the attached Annual Report relates: \_\_\_\_\_

Number of pages of the attached Annual Report or portion thereof: \_\_\_\_\_

Name of Bond Issue to which the attached Annual Report relates: Nash Creek Intercounty Drain Drainage District's \$[PRINCIPAL AMOUNT] Drain Bonds, Series 2025 (General Obligation Limited Tax)

Date of such Bonds: [CLOSING DATE], 2025

I hereby represent that I am authorized by the Issuer/Other Obligated Person or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Township, State, Zip Code: \_\_\_\_\_

Voice Telephone Number: \_\_\_\_\_

**EXHIBIT D**

**EVENT NOTICE COVER SHEET**

This cover sheet and the attached Event Notice should be filed electronically with the Municipal Securities Rulemaking Board through the EMMA Dataport at <http://www.emma.msrb.org> pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: Township of Sparta

Issuer's Six-Digit CUSIP Number(s): \_\_\_\_\_

or Nine-Digit CUSIP Number(s) to which the attached Event Notice relates: \_\_\_\_\_

Number of pages of the attached Event Notice: \_\_\_\_\_

Description of the attached Event Notice (Check One):

- |     |       |  |
|-----|-------|--|
| 1.  | _____ | Principal and interest payment delinquencies   |
| 2.  | _____ | Non-Payment related defaults   |
| 3.  | _____ | Unscheduled draws on debt service reserves reflecting financial difficulties   |
| 4.  | _____ | Unscheduled draws on credit enhancements reflecting financial difficulties   |
| 5.  | _____ | Substitution of credit or liquidity providers, or their failure to perform   |
| 6.  | _____ | Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security  |
| 7.  | _____ | Modifications to rights of securities holders  |
| 8.  | _____ | Bond calls   |
| 9.  | _____ | Defeasances  |
| 10. | _____ | Release, substitution, or sale of property securing repayment of the securities  |
| 11. | _____ | Rating changes   |
| 12. | _____ | Tender offers  |
| 13. | _____ | Nash Creekruptcy, insolvency, receivership or similar event of an obligated person   |
| 14. | _____ | The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms |
| 15. | _____ | Appointment of a successor or additional trustee, or the change of name of a trustee   |
| 16. | _____ | Incurrence of a financial obligation of an obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of an obligated person, any of which affect security holders, if material  |
| 17. | _____ | Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of an obligated person, any of which reflect financial difficulties  |
| 18. | _____ | Failure to provide annual financial information as required  |
| 19. | _____ | Other material event notice (specify) _____  |

I hereby represent that I am authorized by the Issuer/Other Obligated Person or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Township, State, Zip Code: \_\_\_\_\_

Voice Telephone Number: \_\_\_\_\_

**Please format the Event Notice attached to this cover sheet in 10 point type or larger. Contact the MSRB at (202) 223-9503 with questions regarding this form or the dissemination of this notice.**

**Minutes of the Sparta Fire Board Meeting  
June 19, 2025**

**Present:** Cumings (village), Goodfellow (twp), Van Patten (village), Anderson (twp), & Chief Olney. Bergman (twp-chair), Deputy Chief Wood

**Absent:** Peoples (village)

Bergman called the meeting to order @7:00 pm.

**Additions to Agenda:** Fire Authority Village – Township with Jim Lower Input

**Approval of the Agenda:**

**Motion:** Cumings to approve the agenda with addition.

**Second:** Bergman

**Motion Passed:** 4-1

**Public Comment:** None

**Approval of the Meeting Minutes May 22, 2025:**

**Motion:** Made Van Patten to approve May 22, 2025, minutes.

**Second:** Cumings

**Motion Passed:** 5-0

**Finance Board Update:**

Cumings stated that the finance board has met once since the last board meeting. They reviewed and approved all department invoices of \$7,009.18. Cumings stated that most of all invoices were autopay. The department has accumulated \$19,429.03 in interest YTD with a fund balance of \$1,109,383.

**Approval of the bills:**

**Motion:** Made Anderson to approve bills through June 17, 2025

**Second:** Cumings

**Motion Passed:** 5-0

**Fire Authority Village – Township:** The discussion included the fire board, public attendee, and Jim Lower (Village Manager). Michigan Act 57 of 1988 allows for the creation of emergency services subject to all state laws and regulations. (Fire Authority)

Fire authority is an intergovernmental entity that serves as an organization where multiple agencies (township, village) can provide fire protection services. Main advantages of a fire authority is economy of scale modeled by two or more tax-based fire jurisdictions come to agreement on a budget and the jurisdictions when a contract is formed. A fire authority is considered a governmental agency which can issue bonds, use building and equipment as collateral for a commercial loan and have the ability to request the voters for a tax millage to fund the Fire Authority. In the development of a fire authority, the village and township would need to agree on a format, transfer of assets to the authority and a funding arrangement. Once a fire authority is agreed upon between the village and township, a fire authority board would be elected/selected to manage and run the fire authority. As discussed, the current funding would continue at the same rate and sources until such time that Village may become a city and the current fire department millages expires. At such time, the fire authority would have to review the funding sources and terms of the funding going forward.

Chief Olney will check with USDA if there will be any problems/issues with changing from a fire department to a fire authority as it pertains to the grant.

**Motion: Made Cumings** to move forward with forming a "Fire Authority", using the current funding sources, transfer of assets to the fire authority, appointing a Fire Authority Board, using the fire department lawyer.

**Second: VanPatten**

**Motion Passed: 5-0**

**Old Business:**

The USDA grant update: The chief received several documents from the USDA. Request for obligation of funds, Letter of Conditions and Letter of intent to meet conditions and projected costs. The Chief will contact the USDA to review the current funding obligations.

**Motion: Made Goodfellow** to have the Chief to sign and return the Letter of Intent to the USDA

**Second: VanPatten**

**Motion Passed: 5-0**

**Motion: Made Goodfellow** to have the Chief to sign and return the Request for Obligation of Funds Certification Approval.

**Second: Cumings**

**Motion Passed: 5-0**

**Chief's Report:** Chief Olney presented the **Chief's report**. (attached) There were 514 runs YTD. There were 3 mutual aid calls. There were 3 accidents, with 2 minor injuries this past month. Several alarms and hazardous conditions due to the latest storm which swept through the township.

The fire department **audit** is underway with an on-site meeting last week.

The Chief covered the fire board on the on-going issues at **event venues** and the amount of people allowed at each venue. The Chief met with Dale Bergman, Ashley Johnson, Steve Boluyt, Kevin Yeomans and representatives from Briar Barns, Whippoorwill Farm and Apple Valley Events. The Chief stated that the capacity of the event buildings and fire codes were discussed and reviewed. The Chief made it clear he was the person who determined how many people there could be at an event and if there were any issues he is the township point of contact. In setting up the requirements for the buildings, all the event venues representatives agreed to the fire chief's requirements for floor plans, event crowd managers, fire department on site along with the number of people attending a event. The Chief suggested that the township and village include these requirements as part of their venue plans. (attached are the recommendations/requirements that the fire chief will be implementing).

**Self- Storage Facilities:** In response to a med call at a storage facility it was apparent that the storage unit was being used for personal housing. The Chief stated that this is not the first time the department has been called to a storage facility. The Chief has contacted Kevin Yeomans (township) the village to have "Planners" send out letters to storage facility owner stating that these sites are not to be used a living quarter.

**Next Meeting Date:** July 17<sup>th</sup>, 2025, at 7:00 PM at the fire station.

Next Finance Meeting Dates: July 1<sup>st</sup> and July 15<sup>th</sup> at 4:00 PM at the fire station.

**Public Comment:** Rob Steffens stated that he thought that the proposed fire authority would work well for everyone.

**Adjournment:**

**Motion: Cumings** to adjourn at 8:30 PM.

**Second: Van Patten**

**Motion Passed: 5-0**

Minutes by Goodfellow 6-20-25.



## Fee Structure

Foster Swift will work hard to meet the Township's budgetary needs. Our goal is to understand the scope of work and financial parameters of your projects. Over the years, we have found that hourly rates and recording is more cost efficient for our municipal clients. Our rates for this engagement are far below the rates we charge non-public entities and are as follows:

Services	Rate
General Counsel (including civil litigation)	\$275/hour
Labor & Employment	\$300/hour
Tax Tribunal/Assessor	\$295/hour

Notwithstanding, other legal matters like public finance, environmental law, and employee benefits will be billed at rates agreeable to the Township and the Firm before such work is undertaken.

Out-of-pocket expenses are itemized separately. These include court filing fees, expert witness fees, and deposition transcripts, which are charged at the rates set by the entity providing the service, subject to prior client approval. There is no mark-up of these expenses to the client.

## Time

Foster Swift tracks and charges time based upon tenths of an hour (six minutes). There are no base minimum charges for activities such as phone calls or emails.

## Other expenses

Foster Swift does not charge clients separate fees for secretarial or word processing costs, overtime, or other basic overhead costs. Supplies and other materials will be billed monthly in an itemized manner at actual cost. Court filing fees, expert witness fees and similar out-of-pocket expenses will be charged at the rates set by the entity providing the service, subject to prior approval.

## Legal Research

Foster Swift subscribes to several online legal research services, including Westlaw. We do not charge clients for any research service/subscription fees covered under our existing contracts.

## Billing Statements

Billing statements are sent monthly and will include detailed information regarding time expended by classification and by task, as well as information regarding such items as mileage, materials, and other non-overhead cost. Payment is due upon receipt.



**SPARTA TOWNSHIP**  
**EARNED SICK TIME ACT (ESTA) POLICY**

**Accrual of Paid Sick Time**

In accordance with the Michigan Earned Sick Time Act (the “ESTA”), 2018 PA 338, as amended, all full-time, part-time, temporary, and seasonal employees of the Township will earn paid sick time pursuant to this Policy. The Township’s fiscal year for purposes of this Policy shall be from ~~July 1~~ <sup>April 1</sup> through ~~June 30~~ <sup>March 31</sup> each year.

Full-time Township employees shall receive 40 hours of paid sick time, for immediate use, at the beginning of the fiscal year. Part-time, seasonal, and temporary Township employees shall receive a number of hours of paid sick time on a relative basis to full-time Township employees, based on the number of hours the part-time employee is expected to work over the course of the following year. For purposes of example, if a part-time employee is anticipated to work 1,000 hours over the course of the year, such employee would receive 20 hours of paid sick time. Part-time, seasonal, and temporary Township employees will receive notice of the number of sick time hours they are receiving at the beginning of the fiscal year, or upon commencing employment with the Township. Paid sick time is immediately available for an employee’s use once it is granted. Paid sick time that is earned but not used in one fiscal year will not be carried over to the following fiscal year.

**Use of Paid Sick Time**

Paid sick time is intended to be employees’ paid time away from work for reasons permitted by the ESTA, including for reasons due to their own illness or injury, or the illness or injury of a family member. Please see Section 4 of the ESTA (MCL 408.964) for a complete list of the permissible uses of paid sick time.

New Township employees will earn their paid sick time upon commencing employment with the Township, but new employees may not use their paid sick time until 120 days after commencing employment.

**Notification of Use of Paid Sick Time**

Employees who wish to use their paid sick time for a foreseeable reason (e.g., scheduled surgery, etc.) must inform the Township of the need to use paid sick time at least seven (7) days before the employee’s absence from work will begin. If an employee needs to use paid sick time for a reason that is not foreseeable, the employee must inform the Township of the need to use paid sick time as soon as practicable. Failure to timely notify the Township of a sick time absence is considered a violation of this Policy, and can result in possible disciplinary action against the employee.

**Paid Sick Time Upon Separation from Employment**

Employees who separate from their employment with the Township, including due to resignation, retirement, termination, layoff, or due to the conclusion of a seasonal or temporary assignment, shall not receive any compensation for any earned but unused sick time remaining as of the employee’s separation. If an employee separates from the Township, but is rehired within two (2) months of his or her separation, the employee shall have any previous unused paid sick time reinstated. In all other situations, a separating employee will lose any unused paid sick time upon separation from employment with the Township.



**AMENDMENT NO. 1 TO JOINT FIRE PROTECTION AGREEMENT**

**THIS AMENDMENT NO. 1 to JOINT FIRE PROTECTION AGREEMENT** (“Amendment No. 1”) is made and executed as of \_\_\_\_\_, 2025 (“Amendment No. 1”) and amends that certain **JOINT FIRE PROTECTION AGREEMENT**, dated as of January 1, 2019 (the “Agreement”), by and between the **TOWNSHIP OF SPARTA**, Kent County, Michigan, a Michigan general law township (the “Township”), and the **VILLAGE OF SPARTA**, Kent County, Michigan, a Michigan general law village (the “Village”).

**RECITALS**

A. The Township and the Village previously entered into the Agreement to provide for joint fire protection services within the Township and the Village by the Sparta Fire Department (the “Fire Department”).

B. The Township and the Village desire to undertake the expansion and renovation of the existing fire station for the Fire Department (the “Project”). The approved plans and specifications for the Project, dated \_\_\_\_\_, 202\_\_, prepared by \_\_\_\_\_ are on file with the clerks of the Township and the Village.

C. The estimated cost of the Project is \$2,100,000.

D. The Fire Department anticipates being awarded a federal grant through the United States Department of Agriculture’s Rural Development agency in the amount of \$1,000,000 (the “RD Grant”) to pay part of the cost of the Project.

E. The Fire Department has cash on hand in the amount of \$500,000 for the cost of the Project, leaving an amount to be funded by the Township and the Village (the “Remaining Project Cost”), estimated in the amount of \$600,000.

F. The Township and the Village desire to amend the Agreement as provided in this Amendment No. 1 to provide for the payment of the Remaining Project Cost.

G. The parties agree that the Project is for a public purpose and will enhance and expand the firefighting and emergency services of the Fire Department for both the Village and the Township.

**NOW, THEREFORE**, in consideration of the respective representations and agreements contained herein, the Village and the Township agree as follows:

1. Amendment to Article II of Agreement. Article II of the Agreement, entitled “Financing,” is hereby amended to add a new and additional provision, Section 2.7, to read in its entirety as follows:

2.7 Funding of Fire Station Expansion and Renovation Project.



(a) SFD is undertaking an expansion and renovation of the existing Fire Station (the "Project"). The pre-bid estimated cost of the Project is \$2,100,000 (the "Project Cost"). SFD expects that construction of the Project will commence in 2025. The Project Cost is to be paid from the following sources:

SFD funds on hand:                 \$ 500,000

Rural Development grant:       \$1,000,000

(b) The balance of the cost of the Project (the "Remaining Project Cost"), in the estimated amount of \$600,000, is to be paid from funds provided by the Township and the Village as follows:

(1) 1/3 of the Remaining Project Cost (in the not-to-exceed amount of \$200,000) shall be paid by the Village and 2/3 of the Remaining Project Cost (in the not-to-exceed amount of \$400,000) shall be paid by the Township.

(2) The final amount of the Remaining Project Cost is subject to the receipt of bids for the construction of the Project and construction and closeout of the Project.

(3) The Township's and the Village's respective shares of the Remaining Project Cost, as set forth in subparagraph (b)(1), are each payable in two equal payments. The first payment shall be paid to SFD on or before September 1, 2025 and the second payment shall be paid to SFD on or before April 1, 2026.

(4) In the event that the Remaining Project Cost is less than the estimated amount of \$600,000, any surplus funds remaining shall be returned to the Township and the Village in the same ratio set forth above (1/3 Village and 2/3 Township). Any surplus shall be returned within 30 days of closeout of the Project.

(5) In the event that the Remaining Project Cost is greater than the estimated amount of \$600,000, the Township and Village shall immediately schedule a meeting to negotiate toward and agree upon how any excess amount shall be paid by the Township and the Village, utilizing the ratio set forth above (1/3 Village and 2/3 Township) as guidance for such discussions. Any agreement reached shall be approved by resolution of the Township and Village and shall thereafter be deemed binding on the parties as if fully restated herein. Any excess amount agreed to by the parties shall be due and payable to SFD within 30 days of determination of the final amount of the Remaining Project Cost.

2. Except as provided in this Amendment No. 1, all other provisions of the Agreement shall remain unchanged, and are ratified and affirmed.

3. The terms of this Amendment No. 1 are intended solely for the benefit of the Village and the Township and are not intended to inure, and will not inure to the benefit of any other person or entity.



4. This Amendment No. 1 may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



**IN WITNESS WHEREOF**, the Township and the Village have caused these presents to be signed by their respective duly authorized officers all as of the day and year first written above.

**TOWNSHIP OF SPARTA**

By: \_\_\_\_\_  
Dale Bergman, Supervisor

Attest: \_\_\_\_\_  
Marcy Savage, Clerk

**VILLAGE OF SPARTA**

By: \_\_\_\_\_  
Robert Whalen, President

Attest: \_\_\_\_\_  
Kristen Phelps, Clerk



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION RESCINDING SUPPORT FOR NASH CREEK DRAIN PROJECT**

At a regular meeting of the Township Board of the Township of Sparta, Kent County, Michigan, held at the Sparta Township Hall, 160 E. Division Street, Sparta, Michigan, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at 7:00 p.m.

**PRESENT:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, on December 10, 2020, the Township Board adopted a Resolution to file a county drain petition for the maintenance, improvement, and consolidation of drains known as the Nash Creek Drain and DeBoer Intercounty Drain (the “Nash Creek Drain Project”); and

**WHEREAS**, since that time, the scope, estimated costs, and assessment allocations of the Nash Creek Drain Project have significantly increased beyond the Township’s initial understanding and intent in supporting the project; and

**WHEREAS**, the Township Board has determined that the projected benefits of the Nash Creek Drain Project are not commensurate with the substantial financial burden the project would impose upon taxpayers within the Township, particularly given the disproportionate assessments relative to actual benefit; and

**WHEREAS**, the Township Board has serious concerns regarding the affordability of the project for Township residents and property owners, and finds the current assessment methodology to be inequitable; and

**WHEREAS**, the Kent County Drain Commissioner has failed to provide timely, transparent, and adequate communication to the Township Board and the public regarding the planning process, scope adjustments, and escalating cost estimates associated with the Nash Creek Drain Project; and

**WHEREAS**, numerous residents and property owners have expressed their opposition to the project on the basis of its costs, lack of direct benefit, and insufficient public engagement; and

**WHEREAS**, in light of these considerations, the Township Board has determined that continuing support for the Nash Creek Drain Project is not in the best interests of the Township or its taxpayers.





