

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

August 14th, 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 – July 10th, 2025
2. Treasurer's Report
3. Building Department Monthly Report

BUSINESS ITEMS

1. Approval of Bills
2. Metro Act Application: Surf Internet
3. Earned Sick Time
4. Michigan Class Resolution and Policy Update
5. Deputy Treasurer Wages
6. Elevator Repair Options
7. Township Hall Safety and Security
8. Expansion of the Hard Drive
9. Civic Center Trade for Historical Commission Research Facility
10. Village-Cityhood Discussion
11. 425 Agreement Presentation from Village of Sparta 12 Mile Road

OTHER INFORMATIONAL

PUBLIC COMMENT

ADJOURNMENT

Meeting of the Sparta Township Board

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

Watch meeting live @ Sparta Township – You Tube

July 10, 2025 – 7pm

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

Also present: Historical Society Chairman Doug Pinckney, Library Director Merri Jo Tuinstra, Village Manager Jim Lower, Kent County Commissioner and DDA Director Liz Morse, Kent County Drain Commissioner Ken Yonkers, Sparta Fire Department Chief Dan Olney, and Recording secretary Katy Shelton.

Absent: None.

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:** None. Motion to approve the agenda by Goodfellow with a second by Steffens. Motion passed unanimously.
4. **Public comment for agenda items:**
Larry Carter, 68 Rogers Ct, Sparta, asked that in all discussions regarding the township/village relationship, that speakers remain civil and keep the residents' best interests in mind.
5. **Approval of the minutes and treasurer's report:**
 - a. **Approval of the minutes of June 12, 2025:** Motion by Goodfellow with a second by B Johnson to approve. Motion passed unanimously.
 - b. **Approval of the minutes of the Special Meeting of June 30, 2025:** Motion by Goodfellow with a second by Bradford to approve. Motion passed unanimously.

- c. **Treasurer's Report:** Motion by Goodfellow with a second by B Johnson to approve. Motion passed unanimously.
- d. **Building Department monthly report:** this is informational only.

6. Business items:

- a. **Approval of bills:** Motion by Steffens with a second by A Johnson to approve. Motion passed unanimously.
- b. **Assessment Administration Service Agreement:** The board discussed the job performance that current Township Assessor Cliff Turner has done in the twenty years he has been in this position. Several board members highly praised him. Motion by Goodfellow with a second by B Johnson to extend his contract for two years. Motion passed unanimously.
- c. **Historical Commission Research Facility Trade for Civic Center or Village Office:** The board discussed which would be a better fit for the Historical Commission: the Civic Center or the Bank Building where the Village offices are currently located. Doug Pinckney, Chairman of the Historical Commission, presented a letter from the Historical Commission outlining why they felt that the Civic Center was a much better choice. Village Manager Lower stated his views. He also told the Board that if the Commission didn't relocate to the bank building, that that building would be sold. The Board also discussed possible future uses for the Bank Building if the Commission didn't relocate there. Board members were polled on which building they felt was a better fit for the Commission. Bradford: Civic Center. Savage: Civic Center. Goodfellow: Civic Center. A Johnson: Civic Center. B Johnson: Civic Center. Steffens: Civic Center. Bergman: Civic Center. Motion by Goodfellow with a second by Savage to approve the trade of the Historical Commission Research Facility and the Civic Center. Motion passed unanimously.
- d. **POW/MIA Recognition Day Resolution:** Motion by Savage with a second by B Johnson to approve a resolution declaring September 19, 2025 as Prisoner of War/Missing in Action Day. Motion passed unanimously.

- e. **Planning Commission Recommendation: Dwellings and Accessory Building Regulations:** Board members were presented with a memorandum from Township Planner Kevin Yeomans. In it, he discussed the proposed changes to these regulations. It was noted that the Planning Commission held a public hearing on this issue on June 10, 2025, and that the Planning Commission approved these changes. Motion by Savage with a second by Bradford to approve Ordinance 25-3 to amend the dwellings and accessory buildings requirements. Motion passed unanimously.
- f. **Planning Commission Reappointments:** Motion by Steffens with a second by Bradford to reappoint Terry Hartman to the Planning Commission. Motion passed unanimously. Motion by B Johnson with a second by Savage to reappoint Linda Anderson to the Planning Commission. Motion passed unanimously. Motion by Steffens with a second by Goodfellow to reappoint Tim Driscoll to the Planning Commission. Motion passed unanimously.
- g. **Nash Creek Intercounty Drain Payment:** Ken Younkers, Kent County Drain Commissioner, was present for this discussion and later addressed the Board. Board members discussed what the best way was to pay for this very high and very unexpected cost. It was mentioned that many residents are appealing their assessments, and that the final numbers for both the Village and the Township could change. There will be a meeting on July 25th at the Drain Commission from 8am-4:30pm for people to discuss their concerns with the Drain Commission. Motion by A Johnson with a second by Savage to approve a lump sum payment not to exceed \$600,000. Board members were polled: Yays: Steffens, B Johnson, A Johnson, Bergman, Goodfellow, Bradford, and Savage. Nays: None. Several board members stated that they were approving this because it was necessary – not that they support the way that the Drain Commission has handled this whole process. Motion passed unanimously.

- h. **Fire Board Recommendation: Fire Authority:** Village Manager Jim Lower was present to discuss this issue. He said that this is a structural change and that there would be no change in membership. (There will still be three township members and three village members.) A Fire Authority is an intergovernmental entity that services as an organization where multiple agencies (township, village) can provide fire protection services. It provides several benefits with virtually no drawbacks. Fire Department Chief Dan Olney was present to discuss his views. He said that his department agrees that this Fire Authority is a good idea. Motion by Goodfellow with a second by Bradford to approve. Motion passed unanimously.
- i. **Change of Attorney:** The Township has been discussing changing attorneys from current attorney Cliff Bloom of Bloom Sluggett to Michael Homier of Foster Swift. There is a potential conflict of interest in that Mr Bloom's business partner serves as the attorney for the Village. Treasurer Johnson discussed this change and what it would entail. Motion by Savage with a second by A Johnson to let Cliff Bloom finish up whatever projects he's involved in for the Township but to appoint Michael Homier as the Township's attorney. Roll call vote: Steffens: no. B Johnson: no. A Johnson: yes. Bergman: no. Goodfellow: yes. Bradford: yes. Savage: yes. Motion passed 4:3.
- j. **Earned Sick Time:** Clerk Savage discussed this. The Board decided to table this issue in order to get more clarification on what exactly is covered.
- k. **Fire Department Allocation:** Fire Chief Olney was present to discuss the fire department's extensive expansion and renovation project. The total cost of that is \$2,100,000, with a \$1,000,000 federal grant expected from the US Department of Agriculture's Rural Development Agency. He reminded the Board members that the Township has allocated \$200,000 towards this project and asked them not to rescind these funds. He also said that the fire department might lose their grant if the Township doesn't

financially support the project. Board members then discussed whether the Township should go ahead with this allocation – whether it was fiscally responsible due to all of the other expenses that they currently have. The unanimous consensus of the Board was to table this issue until next month's meeting.

- l. Resolution: Rescinding the Prior Township Support of the Nash Creek Intercounty Drain Project:** Ken Yonkers, Kent County Drain Commissioner, was present to discuss this. He stated that the resolution was not factual. He took issue with several of the statements in the resolution. He stated that the Nash Creek Drain was in bad shape. The Board members then extensively discussed this resolution. Motion by Goodfellow with a second by Savage to approve this resolution. Roll call vote: Steffens: no. A Johnson: no. Goodfellow: yes. Savage: yes. B Johnson: yes. Bergman: yes. Bradford: no. Motion passed 4:3.
- m. Repairs and Replacement Parts to our Recording System:** Motion to repair the system in an amount not to exceed \$3000 made by Goodfellow with a second by Bradford. Motion passed 6:1. Trustee B Johnson dissented.
- 7. Other informational:** Kent County Commissioner and DDA Director Morse was present to discuss the Sparta Social District. She said that the district exists 24/7 – it's not just during certain events. She wants to expand the boundary a bit by the library. Library Director Tuinstra said that was fine as long as someone empties the trash cans. The consensus of the Board was to approve this expansion.
- 8. Public Comment:** Historical Commission Chairman Pinckney commented on the Nash Creek Drain project. Library Director Tuinstra asked who would empty the trash cans outside of the library if the social district expands there. She was told that the Village would do this.
- 9. Adjournment:** Motion to adjourn at 8:43 pm by Bradford with a second by Savage. Motion passed unanimously. Submitted by Katy Shelton, recording secretary. Reviewed by Marcy Savage, Clerk

Bloom Sluggett, PC

COUNSELORS & ATTORNEYS

MEMORANDA

August 6, 2025

To: Dale Bergman and Sparta Township Board

From: Michael Watza

Re: Confirmation of Prerequisites for Granting Surf Internet Metro Act Permit

I have reviewed and worked with township staff and Surf Internet over the course of the last two months and am of the opinion that the Surf Internet Metro Act Bilateral Permit is qualified for granting by the Township. The 30 year Bilateral Permit is one of two that the Township can issue, and is that which Surf has requested. The other MPSC approved permit is the 5 year unilateral permit.

Engineering Approvals: Importantly, while Surf has provided a document that probably satisfies the Act requirements for a route map, the applicant has not yet provided detailed engineering and construction drawings and plans as referenced and acknowledged in sec 2.3 of their application and sec 4.6 - 4.12 et seq of the permit. So it will be necessary for them to submit those for Township engineering to review and approve or modify as needed, prior to and throughout the term of any actual construction.

Bond: The Township is also entitled to impose a bond as determined by your engineers, prior to any construction.

Junction boxes: An ancillary issue that the township engineer should also look for is the use of above ground junction boxes with their fiber installs. These cabinets can be quite large and unsightly. They do not fall under the Metro Act Permit and are expressly excluded in the Act. As such, my recommendation is that they be buried or screened. Failing that, a franchise and associated fee should be used and assessed.

Dale Bergman

From: Rachel Saenz <rsaenz@surfinternet.com>
Sent: Friday, August 8, 2025 1:33 PM
To: Dale Bergman
Cc: Mike Watz; Tina Clipfell
Subject: Fw: Agenda for August 14th
Attachments: Sparta Township Check Receipt.png; Metro_Act_Bilateral_Permit_Sparta_Township - Steve needs to sign.pdf; Sparta Township Application - Revised - Section 1.6.pdf; Sparta Township - Metro Act - KMZ (1).jpg; Marcy Savage- Sparta Township Clerk - 7-24-2025 8 44 45-499.pdf; xtend endt.pdf; Metro Act_2025 Surf Annual Statement.pdf; Metro Act_Pollution Insurance Declarations1.pdf; Metro Act_Surf-Michigan_Cert_of_GS-Foreign_LLC-PLLC1.pdf

Good afternoon Dale,

Per Mike's request, I'm forwarding the revised Metro Act Application, and Permit for inclusion in the August 14th Board packet. I've also included the one-page route map showing the entire path, as noted.

Attached Documents:

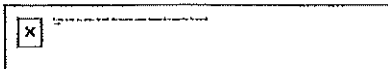
- Revised Metro Act Application
- Revised Permit
- One-Page Route Map

Please also be informed that the check payment of **\$500** was sent to Sparta Township on **June 17, 2025**, and has been **successfully deposited**.

Let me know if anything further is needed or if any adjustments are required. I'm happy to assist.

Best regards,

Rachel Saenz
Permit Coordinator
rsaenz@surfinternet.com
www.surfinternet.com



From: Tina Clipfell <tclipfell@surfinternet.com>
Sent: Friday, August 8, 2025 12:13 PM
To: Rachel Saenz <rsaenz@surfinternet.com>
Subject: Fw: Agenda for August 14th

Hi Rachel - TGIF!! please see Mike's message regarding Sparta Township below. Can you send that over to Dale and cc Mike?

Thanks - Tina

Tina D. Clipfell
Regional Development Manager
tclipfell@surfinternet.com
616-204-4276
www.surfinternet.com



From: Mike Watzka <mike@bloomsluggett.com>
Sent: Friday, August 8, 2025 12:12 PM
To: Tina Clipfell <tclipfell@surfinternet.com>; Dale Bergman <supervisor@spartatownship.org>
Subject: Re: Agenda for August 14th

Tina,
Can you plz send the revised App, Exhibits and Permit to Dale and cc me, for inclusion in the Board packet? I don't think anything more than the one page route map showing the entire path is necessary.

Sent from my Verizon, Samsung Galaxy smartphone
[Get Outlook for Android](#)

From: Tina Clipfell <tclipfell@surfinternet.com>
Sent: Friday, August 8, 2025 10:53:36 AM
To: Mike Watzka <mike@bloomsluggett.com>; Dale Bergman <supervisor@spartatownship.org>
Subject: Re: Agenda for August 14th

Yes, I'm planning to attend. Dale, is there anything you'd like me to have prepared?

Tina D. Clipfell
Regional Development Manager
tclipfell@surfinternet.com
616-204-4276
www.surfinternet.com



From: Mike Watzka <mike@bloomsluggett.com>
Sent: Friday, August 8, 2025 10:52 AM
To: Tina Clipfell <tclipfell@surfinternet.com>; Dale Bergman <supervisor@spartatownship.org>
Subject: RE: Agenda for August 14th

Dale did suggest to me that one of you should be there. Dale?

From: Tina Clipfell <tclipfell@surfinternet.com>
Sent: Friday, August 1, 2025 8:28 AM
To: Dale Bergman <supervisor@spartatownship.org>; Mike Watza <mike@bloomsluggett.com>
Subject: Re: Agenda for August 14th

Good Morning - I can plan on attending the council meeting on August 14th if you like a Surf representative present.

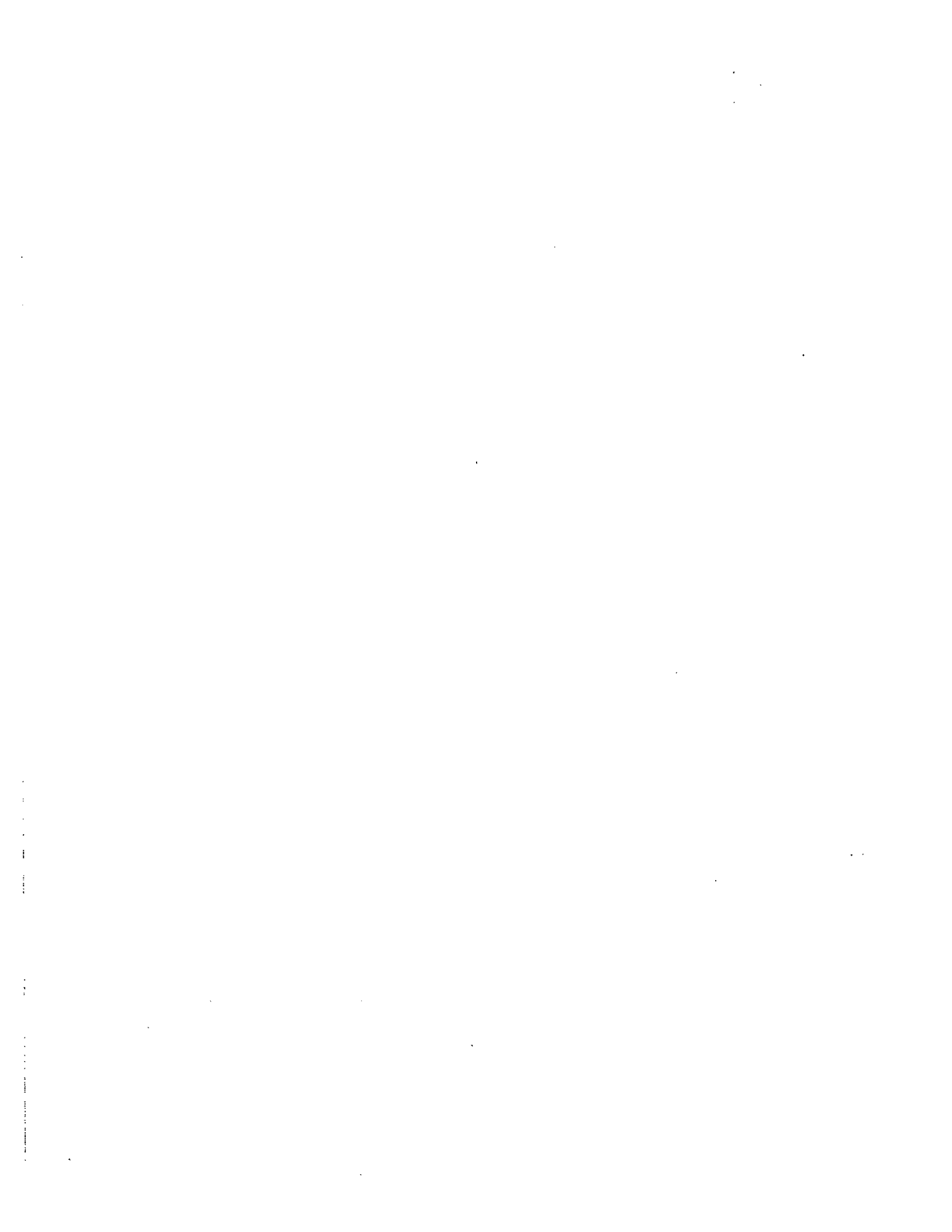
Thanks - enjoy your Friday

Tina D. Clipfell
Regional Development Manager
tclipfell@surfinternet.com
616-204-4276
www.surfinternet.com



From: Dale Bergman <supervisor@spartatownship.org>
Sent: Thursday, July 31, 2025 4:19 PM
To: Mike Watza <mike@bloomsluggett.com>
Cc: Tina Clipfell <tclipfell@surfinternet.com>
Subject: Agenda for August 14th

Mike, Enclosed is an agenda for August 14th. Please work on a memo stating you reviewed the project and are recommending approval or denial. I don't think we would need you at the meeting. Probably a company official should be there. Please send me appropriate documentation to go along with your memo a week before the meeting if possible. Thank you. Dale



METRO Act Permit
Bilateral Form
Revised 12/06/02

RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Surf Air Wireless, LLC d/b/a Surf Internet organized under the laws of the State of Delaware whose address is 228 Waterfall Dr., Elkhart, IN 46516.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's Dale Bergman, Sparta Township Supervisor, or Marcy Savage, his designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Sparta Township, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Jason Thomas, Director of OSP Construction, 400 76th St. SW, Byron Center, MI 49315, 248-660-3980, jthomas@surfinternet.com.
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Steve Charney, Director of OSP Engineering, 3325

Middlebury St., Elkhart, IN 46516, 574-306-5678,
scharney@surfinternet.com.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Steve Charney, Director of OSP Engineering, 400 76th St. SW, Suite 15, Byron Center, MI 49315, 574-306-5678, scharney@surfinternet.com; and/or Jason Thomas, Director of OSP Construction, 400 76th St. SW, Suite 15, Byron Center MI, 49315, 248-660-3980, jthomas@surfinternet.com.
- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Steve, Charney, Director of OSP Engineering, 400 76th St. SW, Suite 15, Byron Center, MI 49315, 574-306-5678, scharney@surfinternet.com; and/or Jason Thomas, Director of OSP Construction, 400 76th St. SW, Suite 15, Byron Center MI, 49315, 248-660-3980 jthomas@surfinternet.com.
- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. For emergencies, please contact the Surf Internet Network Operations Center at 574-584-2300.
- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair, and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there

is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced,

Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or manmade disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of

insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to

negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or

7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or

other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to 160 E. Division Street, Sparta, MI 49345

12.1.2 If to Company, to 400 76th St. SW, Byron Center, MI 49315, with a copy to 228 Waterfall Dr., Elkhart, IN 46516

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Attest: _____ By: _____

Its: _____ Its: _____

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

SURF AIR WIRELESS, LLC D/B/A SURF
INTERNET

By: _____

Its: _____

Date: _____

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Bond

METRO Act Permit Application Form
Revised February 2, 2015

Sparta Township

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

Surf Air Wireless, LLC d/b/a Surf Internet
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at [METRO Act/Right of Way \(michigan.gov\)](http://METRO Act/Right of Way (michigan.gov)).

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 160 E. Division Street, Sparta, MI 49345

Sparta Township

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

By
Surf Air Wireless, LLC d/b/a Surf Internet
("APPLICANT")

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

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

1 GENERAL INFORMATION:

1.1 Date: June 13, 2025

1.2 Applicant's legal name: Surf Air Wireless, LLC
Mailing Address: 228 Waterfall Dr.
Elkhart, IN 46516

Telephone Number: 888-274-6381
Corporate website: https://surfinternet.com/

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

Contact Name: Adam Bates, Director of OSP Construction
Mailing Address: 400 76th St. SW, Suite 15
Byron Center, MI 49315
Telephone Number: 517-375-1693
E-mail Address: abates@surfinternet.com

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

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

1.4 Assumed name for doing business, if any: _____

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Delaware

1.5.2 Date of incorporation/formation; 6/30/2006

1.5.3 If a subsidiary, name of ultimate parent company;

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

Gene Crusie, CEO
 Ryan Delack, CFO
 Brent Williams, COO
 Patrick Wheeland, CTO

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. (Please see attached) URL: <https://mpsc.my.site.com/itsp/RegistredProviderDetail?id=001t000000Lie2UAAR>

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

 None

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

Circle: Yes No

If "yes," please describe the circumstances.

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

1.9.1 A felony; or

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

Circle: Yes No

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

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

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

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

A private review of the financial statements can be arranged if required by Municipality with an approved and executed non-disclosure agreement.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Installation of Telecommunications Conduit and Fiber via underground or aerial methods.

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

A high-level map is attached which shows proposed routes and facilities. Final detailed drawings will be provided as part of the formal permitting process with the municipality or governing entity responsible for the right-of-ways. Approved permits and engineered drawings will be shared with involved parties as part of the process.

2.4 Please provide an anticipated or actual construction schedule.

Surf Internet intends to begin construction immediately upon receiving the necessary permits from the municipality.

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

Surf Air Wireless, LLC

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

Surf Air Wireless, LLC

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

228 Waterfall Dr., Elkhart, IN 46516

3.2 Location of all records and engineering drawings, if not at local office;

3325 Middlebury St., Elkhart, IN 46516

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

Steve Charney, Director of OSP Engineering
400 76th St. SW, Byron Center, MI 49315
scharney@surfinternet.com
574-306-5678

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

4 CERTIFICATION:

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

NAME OF ENTITY ("APPLICANT")

Surf Air Wireless, LLC d/b/a Surf Internet

By: ^{Signed by:} Stephen J Charney
403F4F87A3AE469...

Title: Steve Charney, Director OSP Engineering

Date: _____

S:\metroapplicationform.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2025

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

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

PRODUCER UNICO Group 1128 Lincoln Mall, Suite 200 Lincoln, NE, 68508	CONTACT NAME: Tracy Alexander PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): E-MAIL ADDRESS: talAlexander@unitelinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Surf Air Wireless, LLC 228 Waterfall Dr Elkhart, IN, 46516	INSURER A: The Phoenix Insurance Company NAIC # 25623
	INSURER B: Travelers Property Casualty Co of America 25674
	INSURER C: Travelers Casualty Insurance Co of America 19046
	INSURER D:
	INSURER E:
	INSURER F:

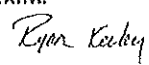
COVERAGES **CERTIFICATE NUMBER:** 1753364684097 **REVISION NUMBER:**

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

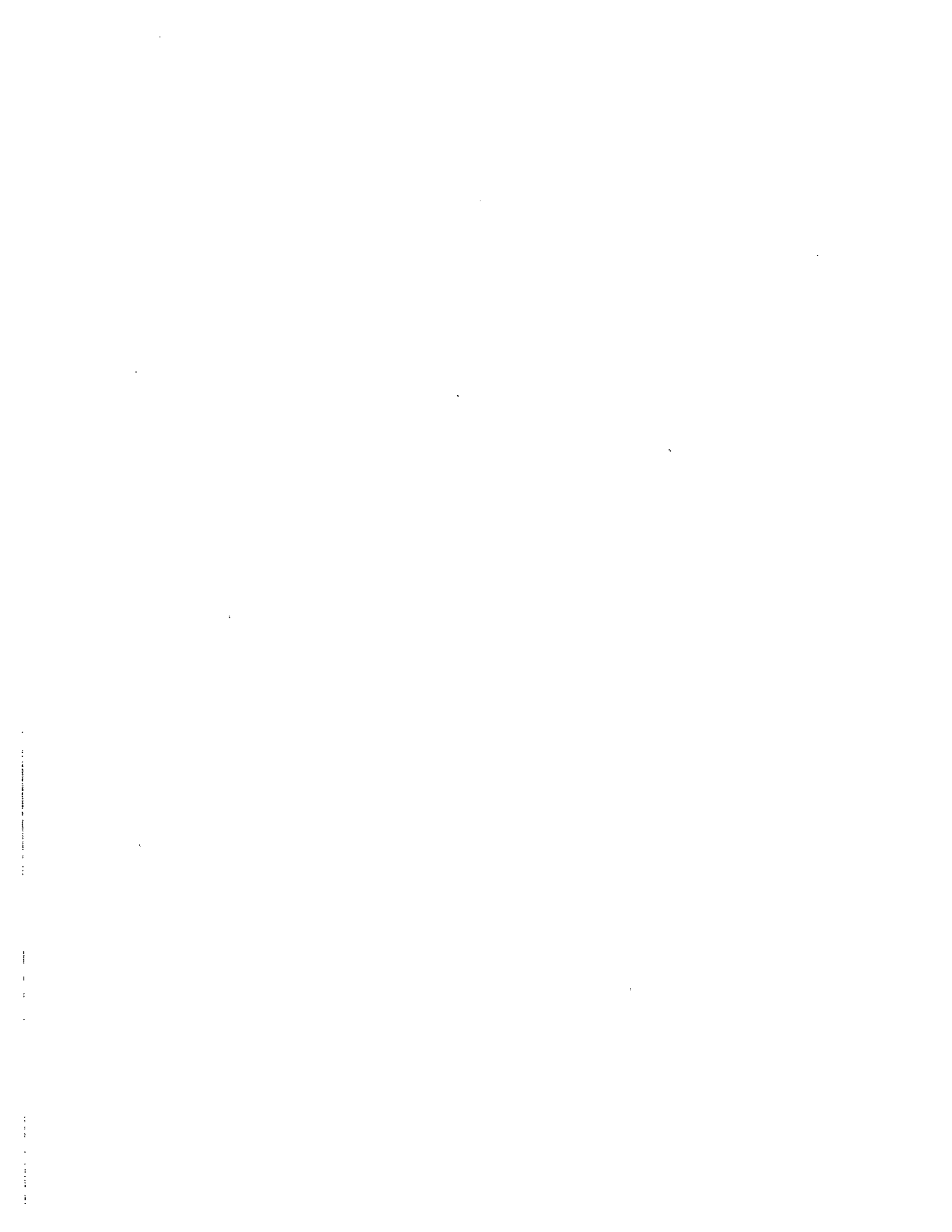
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		H-630-1Y025674-PHX-25	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-1Y02623A-25-I3-G	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			CUP-1Y131133-25-I3	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-1Y027643-25-I3-G	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Sparta Township is additional insured as required per contract.

CERTIFICATE HOLDER Marcy Savage, Sparta Township Clerk Dale Bergman, Sparta Township Supervisor 160 E Division Street Sparta, MI, 49345	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of SECTION II – WHO IS AN INSURED:

- e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an Insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an Insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an Insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies to the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to Paragraph 5, above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

COMMERCIAL GENERAL LIABILITY

walve our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL STATEMENT
For use by FOREIGN LIMITED LIABILITY COMPANY
(Required by Section 207, Act 23, Public Act of 1993)

Identification Number: 801879615

Annual Statement Filing Year: 2025

1. Limited Liability Company Name:
SURF AIR WIRELESS, LLC

2. The street address of the limited liability company's registered office and name of the resident agent at that office:

1. Resident Agent Name: THE CORPORATION COMPANY
2. Street Address: 40600 ANN ARBOR RD E STE 201
Apt/Suite/Other:
City: PLYMOUTH
State: MI Zip Code: 48170

3. Mailing address of the registered office:

P.O. Box or Street
Address:
Apt/Suite/Other:
City:
State: Zip Code:

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 13th Day of November, 2024 by:

Signature	Title	Title If "Other" was selected
Heather M. Neveu	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2025 ANNUAL STATEMENT

for

SURF AIR WIRELESS, LLC

ID Number: 801879615

received by electronic transmission on November 13, 2024 , is hereby endorsed.

Filed on November 14, 2024, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of November, 2024.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



CONTRACTOR'S POLLUTION LIABILITY
SUPPLEMENTAL DECLARATIONS

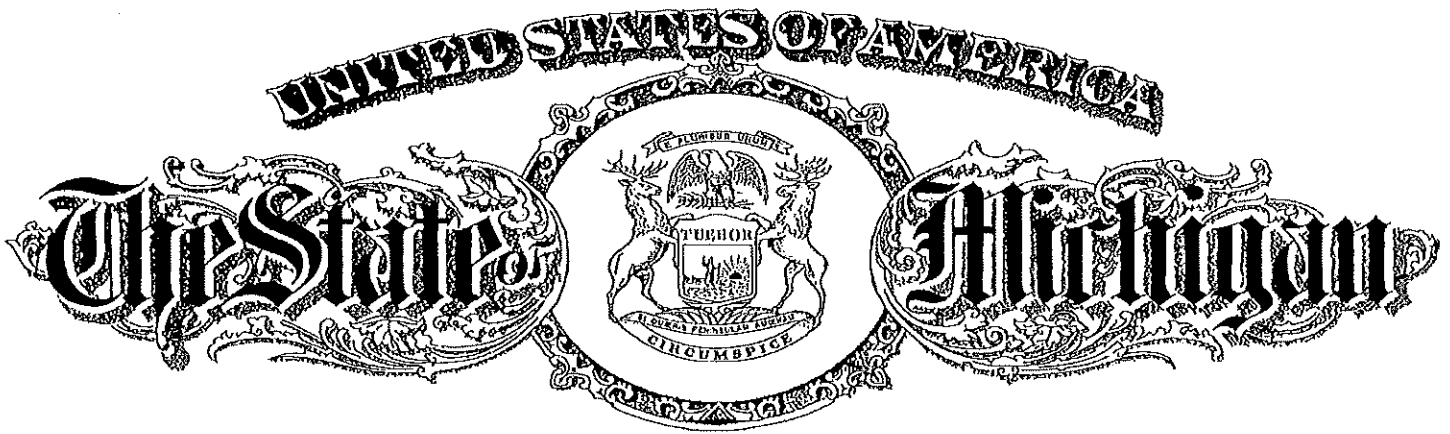
AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES
AGGREGATE LIMIT WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE AND WILL BE APPLIED AGAINST THE
SELF-INSURED RETENTION OR DEDUCTIBLE.

Table with 2 columns: Description and Amount. Title: Limits Of Insurance And Self-Insured Retention Or Deductible. Section: LIMITS OF INSURANCE. Rows include Coverage Form Aggregate Limit, Each Contractor's Pollution Condition Limit, Each Transportation Pollution Condition Limit, Each Non-Owned Disposal Site Pollution Condition Limit, Each Crisis Management And Emergency Response Limit, and Defense Expenses Aggregate Limit, all with a limit of \$1,000,000.

Table with 2 columns: Description and Amount. Section: SELF-INSURED RETENTION / DEDUCTIBLE. Row: Each Pollution Condition with an amount of \$10,000.

Retroactive Date (Not applicable with MEEI 0007)
Retroactive Date (Claims-Made And Reported Coverage Only)
This insurance does not apply to injury or damages that occurs before the Retroactive Date shown above.

Endorsements
Forms and Endorsements applying to this Coverage Form and made a part of this policy at time of issue:
SEE FORMS SCHEDULE MDIL 1001 ATTACHED



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

SURF AIR WIRELESS, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on October 30, 2014, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 16th day of February, 2024.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 24020371401

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

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 through June 30 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.

Ashley Johnson

From: Jeff Anderson <jeff.anderson@michiganclass.org>
Sent: Wednesday, June 25, 2025 11:55 AM
To: Ashley Johnson
Subject: MI Class Local Government Investment Pool
Attachments: 10.24 - Michigan CLASS Features and Benefits (1).pdf; 04.2025 - Pool Fact Sheet - Michigan CLASS.pdf; 01.25 - Michigan CLASS Participant List.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Ashley,

Thanks for inquiring about MI Class. . For your reference, I have attached some general information for you to review. If interested, I would be happy to schedule a meeting to come over and chat about the benefits of MI Class.

Some of the key benefits are:

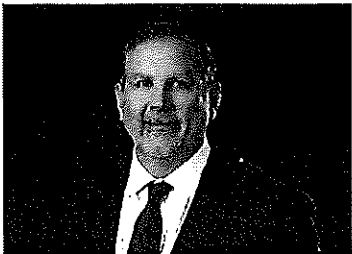
Safety – the pool is Aaam rated by Standard and Poor’s. This is the highest level of assurance they offer.

Liquidity – Unlike a bank CD, there are no maturity dates. Funds are available for spending with one day notice.

Yield – Today, the MI Class interest rate is 4.37%. Interest is paid every day so you are able to compound your earnings.


Please let me know if you would like to schedule a meeting to discuss in detail. Thanks!


Jeff



Jeff Anderson

Senior Director, Investment Services

 [517-719-4503](tel:517-719-4503)

 jeff.anderson@michiganclass.org

 www.michiganclass.org



[Click Here for Michigan CLASS Daily Y](#)



Michigan Cooperative Liquid Assets Securities System

What is Michigan CLASS?

Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is a local government investment pool that prioritizes safety, liquidity, convenience, and competitive yield. Since 1991, Michigan CLASS has sought to provide Michigan public agencies with a safe and competitive investment alternative. Michigan CLASS invests only in instruments applicable to State of Michigan laws governing investment options for public agencies. Funds of the Participants are invested in prime or high-grade, short-term fixed income instruments selected with the goal of providing program safety, liquidity, and competitive yields as further defined by the Board's Investment Policy. Both Michigan CLASS portfolios are rated 'AAA' by a nationally recognized statistical rating organization.

Who oversees and manages Michigan CLASS?

Investments made on behalf of the Participants are subject to the overall direction of the Michigan CLASS Board of Trustees, which consists of up to thirteen Trustees elected by the Participants. The Board of Trustees approves the program's investment parameters that must also fall within the investment stipulations mandated under Michigan statute for the investment of surplus funds of the Participants. The Board of Trustees has entered into an investment advisory agreement with Public Trust Advisors, LLC. Public Trust is responsible to the Board for all program investment and administrative activities and services provided on behalf of the Participants.

How can you participate in Michigan CLASS?

Enrolling in Michigan CLASS is simple. After reading the Participation Agreement and Information Statement (available at www.michiganclass.org), follow these steps:

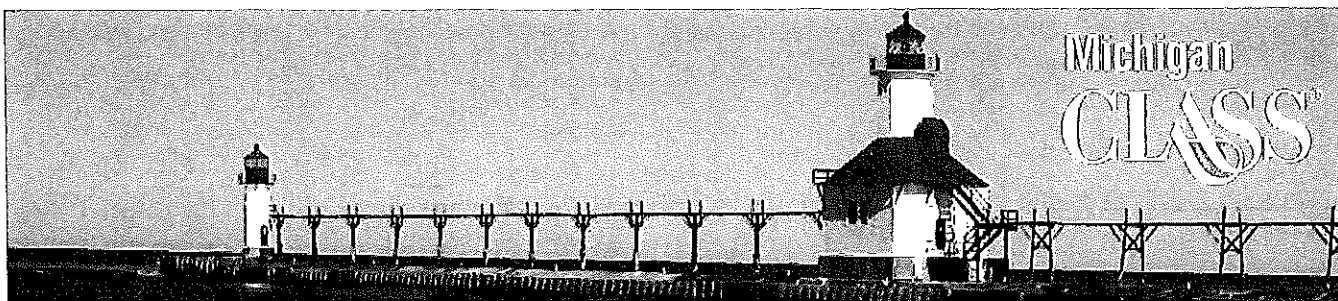
- 1 Submit your entity's investment policy to the program administrator for review.
- 2 Adopt the Participation Agreement by Board resolution.
- 3 Complete the Michigan CLASS Trust Registration.
- 4 Submit the above documents to Michigan CLASS Client Services.
- 5 After we review and approve the above documents, you will receive confirmation that you have been accepted as a Michigan CLASS Participant.

MICHIGAN CLASS FEATURES

As a Michigan CLASS Participant, you have access to many convenient features:

- Same-day cash liquidity in Prime Fund (3:00 p.m. ET cut-off)
- Contributions by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed since 1991
- Competitive daily yields
- Unlimited subaccounts
- No minimum investment requirements
- Dividends accrue daily
- No transaction fees*
- Audited annually by an independent auditing firm**
- Direct investment of state and federal payments
- Dedicated client service representatives available via email, phone, or fax on any business day

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from Michigan CLASS for such transactions. **External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



What are the objectives of Michigan CLASS?

Safety

The primary investment objective of Michigan CLASS is the safety of public funds. The Michigan CLASS portfolios are professionally managed by a team of investment professionals who are solely focused on the management of public funds nationwide. Michigan CLASS has earned S&P Global Ratings' highest money market rating, 'AAAm.' Michigan CLASS Enhanced Cash is rated 'AAAF'/'S1' by Fitch. The custodian for Michigan CLASS is Fifth Third Bank, N.A.

Liquidity

When you invest with Michigan CLASS, you have access to your funds on any business day. You must notify Michigan CLASS of your funds transaction requests by 3:00 p.m. ET. By offering daily liquidity, we provide you with the flexibility you need to meet your daily cash needs. Michigan CLASS Enhanced Cash is a variable NAV fund that provides next-day liquidity.

Convenience

To make cash management simple and efficient, Michigan CLASS includes many features that make it easy to access account information and simplify record keeping. Transactions are conducted via the Michigan CLASS Online Transaction Portal at www.michiganclass.org and may be entered at any time - up to 365 days in advance.

Our dedicated Client Service team is available to assist

with any matters related to the administration of your account and can be reached by email at clientservices@michiganclass.org, by phone at (855) 382-0496, by fax at (855) 381-0496 or via the Michigan CLASS Online Transaction Portal at www.michiganclass.org.

Flexibility

Participants may establish multiple Michigan CLASS accounts to track and parallel their own internal fund accounting structures. You will receive an email notification when your comprehensive monthly statement is available online; statements show your transaction activity, dividend postings, and yield summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your investment records.

Competitive Returns

The Michigan CLASS philosophy has always been to prioritize competitive yields while adhering to all objectives of safety and liquidity. Our portfolio managers are professionals with experience in public funds management. Michigan CLASS maintains a low management fee structure to help facilitate a competitive yield on the investment portfolios.

Legality

Michigan CLASS invests only in investments legally permitted under Michigan state law.

Have Questions? Contact us or visit www.michiganclass.org for more information.



Kristin Angel
Senior Director,
Investment Services
kristin.angel@michiganclass.org
(517) 861-6515



Jeff Anderson
Senior Director,
Investment Services
jeff.anderson@michiganclass.org
(517) 719-4503

Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Please review the Michigan CLASS Information Statement(s) before investing. Michigan CLASS is not a bank. An investment in Michigan CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Michigan CLASS prime-style fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Please review the Michigan CLASS Information Statement(s) before investing. Past performance is not an indication of future performance. No assurance can be given that the performance objectives of a given strategy will be achieved. Any financial and/or investment decision may incur losses. Michigan CLASS is rated 'AAAm' by S&P Global Ratings. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit www.spglobal.com. Michigan CLASS EDGE is rated by 'AAAF/S1' by FitchRatings. The 'AAAF' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk.

Public Trust Advisors, LLC, a registered investment advisor with the U.S. Securities and Exchange Commission, provides investment advisory services to the Fund. PMA Securities, LLC, an affiliate of Public Trust Advisors, is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC and provides marketing, and securities and other institutional brokerage services.

Sparta Township
RESOLUTION NO. xxx

RESOLUTION TO APPROVE THE ADDITION OF MICHIGAN COOPERATIVE
LIQUID ASSETS SECURITIES SYSTEM
AS AN APPROVED INVESTMENT OPTION

WHEREAS, the Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is compliant with Public Act 20, and;

WHEREAS, the Michigan CLASS Board of Trustees oversees the pool and directs the pool administrator, Public Trust Advisors, to emphasize safety, liquidity, and convenience while providing diversification of investments and the advantage of a competitive return, and;

WHEREAS, Michigan CLASS investments are fully compliant with all appropriate Michigan investment laws, and;

WHEREAS, Michigan CLASS has over 900 funded participants ranging from the very large to the very small, with nearly \$5.5 billion in shares outstanding, and;

WHEREAS, this investment has no restrictions regarding withdrawals or contributions, affording the city the ability to use Michigan CLASS as it best suits our individual needs.

NOW THEREFORE BE IT HEREBY RESOLVED Sparta Township approves the Michigan Class Investment Pool as an authorized investment institution and authorizes the Treasurer to complete the necessary paperwork to enroll in the pool.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED

Marcy Savage, Township Clerk

Township of Sparta

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Township of Sparta at a regular meeting thereof held on the date first stated above and I further certify that public notice of such meeting was given as provided by law.

Marcy Savage, Township Clerk
Township of Sparta

Ashley Johnson

From: Kent G. Gagnon <kgagnon@choiceone.bank>
Sent: Wednesday, August 6, 2025 12:31 PM
To: Ashley Johnson
Cc: Kent G. Gagnon
Subject: ICS/CDARS---mtgcobtext
Attachments: CDARS overview.pdf; ICS handhout.pdf

Hi Ashley,

Thanks for the email.

ICS accounts are liquid (like Mi Class) and CDAR's are like regular CD's. The best thing about both is that they are FDIC insured. The 37 basis points difference is worth knowing your funds are protected. Higher rates on securities doesn't always mean safety?

I can go 4% APR on both. With Mi Class rates trending downward as the feds are close to lowering rates, locking in a rate for short or long term needs is a great idea. Not all of your funds need to be liquid.

Also, not all of your funds need to be in one basket. We are a tax paying entity headquartered in Sparta, MI. We have hundreds of employees, many living and paying taxes in Sparta, including our CEO who you have access to. We are also waiving the fees on your checking accounts, ACH fees and much more saving you \$500 plus monthly and paying you interest on those accounts. We are local and support the community with financial donations and many volunteer hours...parades, little leagués, apple festivals and many more...hmmm...I don't see this from some investment companies...

We appreciate our relationship that goes back many, many years...I'm sure over 100 years.

Please let me know how we can continue to do great things for our community and the Township of Sparta.

Thanks.

Kent



kent g gagnon

VP, Government & School Districts Officer

616.887.3298 direct

616.706.6780 cell

888.775.6687 customer service

616.887.2332 treasury services

kgagnon@choiceone.bank email

choiceone.bank website

Grand Rapids Metro Health: 2221 Health Drive SW Suite
1200, Wyoming, MI 49519



IntraFi | ICS[®]



Cash management today: safe, simple, smart.

With IntraFi Cash ServiceSM, ICS, you can enjoy the safety and simplicity that comes with access to multi-million-dollar FDIC insurance through a single bank relationship.

Peace of mind

Rest assured knowing that funds are eligible for FDIC insurance protection in amounts well into the millions, all backed by the full faith and credit of the federal government. And since deposit accounts are not subject to floating net asset values, you can feel secure knowing that market volatility will not negatively affect principal.

Interest

Put cash balances to work in demand deposit accounts or money market deposit accounts.

Liquidity

Enjoy access to funds placed through ICS into demand deposit accounts and money market deposit accounts.

Time savings

Work directly with just us—a bank you know and trust—to access multi-million-dollar FDIC insurance and forego the need to track collateral on an ongoing basis, or to manually consolidate statements and disbursements from multiple banks.

Community support

Feel good knowing that the full amount of funds placed through ICS can stay local to support lending opportunities that build a stronger community.¹

How does ICS work?

We, like other institutions that offer ICS, are members of the IntraFi network. When we place your deposit through ICS, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000. The amounts are then placed into deposit accounts at multiple FDIC-insured banks. As a result, you can access FDIC coverage from many institutions while working directly just with us.

Receive one statement from our bank and access key details about your accounts online, 24/7.

And, as always, know that your confidential information is protected.

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other institutions that use ICS, our bank can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, our bank may choose to receive fee income instead of deposits from other participating institutions. Under these circumstances, deposited funds would not be available for local lending.

Deposit placement through CDARS or ICS is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one destination bank, a depositor's balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The depositor may exclude banks from eligibility to receive its funds. IntraFi and ICS are registered service marks, and the IntraFi hexagon and IntraFi logo are service marks, of IntraFi Network LLC.



Smart Investing

By leveraging CDARS®, you can access multi-million-dollar FDIC insurance on CD investments.

One Bank

Access multi-million-dollar FDIC insurance for funds placed into CDs by working directly with just us—a bank you know and trust.

One Rate

Earn one rate for each CD maturity, and enjoy the option of reinvesting funds through a simple process. Rates may compare favorably to Treasuries.

One Statement

Receive one easy-to-read statement from us summarizing your holdings in CDARS.

How does CDARS work?

Institutions that offer CDARS are members of the IntraFi network. When a member institution places your deposit through CDARS, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000. The funds are then placed into deposit accounts at other network banks. As a result, you can access FDIC coverage from many institutions while working directly with just ours. Receive one statement from our bank detailing all your CDARS placements.

What else should you know?

With access to multi-million-dollar FDIC insurance, you can eliminate ongoing collateral tracking and avoid the hassle of opening accounts at different banks or in different insurable capacities, as well as the need to manually consolidate account statements and interest disbursements on a recurring basis. This reduces administrative burdens, especially during tax and financial-reporting seasons, and frees up valuable time.

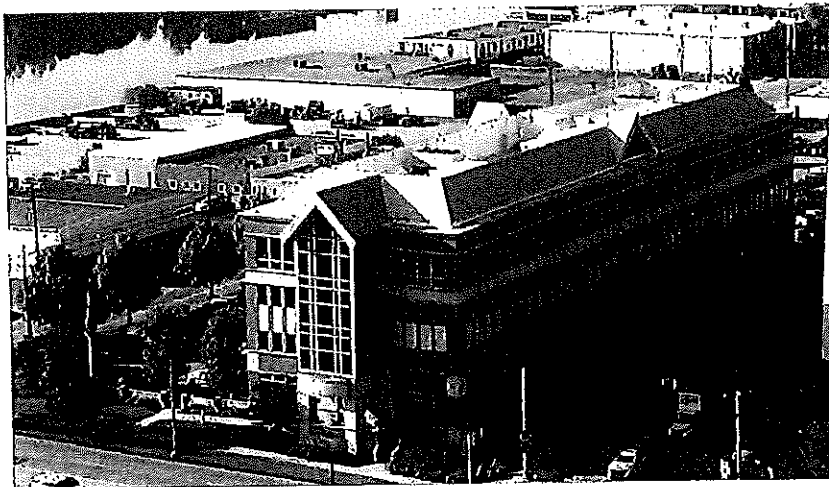
So, you can skip extra paperwork while enjoying the peace of mind associated with access to multi-million-dollar FDIC insurance.

As always, your confidential information remains protected.

Contact us.

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other institutions that use CDARS, our bank can use the full amount of a deposit placed through CDARS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, our bank may choose to receive fee income instead of deposits from other participating institutions. Under these circumstances, deposited funds would not be available for local lending.

Deposit placement through CDARS or ICS is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one destination bank, a depositor's balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The depositor may exclude banks from eligibility to receive its funds.



 Mercantile Bank®

KARLA R CHILDERS
 ASSISTANT VICE PRESIDENT
 GOVERNMENT BANKING SALES OFFICER

OFFICE (989) 463.1594
 CELL (517) 242.2165

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 Mercantile Bank®

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- Teaching more than 400 financial wellness classes.
- Donating over \$1,000,000 to local non-profits and fundraisers.
- Employing 20+ interns each year, investing in the next generation.

With over 40 locations across Michigan, Mercantile Bank has been rooted in the communities we serve since 1997. Founded by entrepreneurs for entrepreneurs, we've built lasting relationships through collaboration and innovation. Today, we offer over 75 financial products and services to support commercial, business, government, education, nonprofit, treasury, and personal banking needs—including specialized payroll and human capital management tools.

At Mercantile, banking is just the beginning. We're a trusted partner to individuals, businesses, and communities alike, driven by a deep commitment to the people we serve. Because at Mercantile Bank, we're here for you.



\$6.1B
Total Assets

40+
Locations

700+
Employees

\$762MM
Bank Regulatory Capital

9%
*Commercial Loan Growth

17%
*Deposit Growth

*Trailing 12-Months Ended March 31, 2025

Awards and Accolades





Mercantile Community Partners

*Community
is at our core.*



*Emily
Cauzillo*

**Vice President
Director of Mercantile Community Partners**

Emily brings extensive experience structuring and underwriting complex real estate projects utilizing various incentives. With over 10 years of commercial banking experience, Emily has originated and managed over \$450 million of investment in tax credits. With a passion for historic preservation and affordable housing, she currently serves as a board member of the Michigan Historic Preservation Network (MHPN) and as a Finance Committee Member of the Dwelling Place.



*Zac
Fillmore*

Credit Analyst

Zac supports the continued growth of Mercantile Community Partners by working closely with the project team throughout the underwriting and closing due diligences stages. In addition, Zac provides on-going asset management of the portfolio. Zac is a Grand Valley State University graduate with an Economics and Business Management degree.

ABOUT

Mercantile Community Partners (MCP) provides financial solutions to support community development and the growing need for affordable housing. As a wholly owned subsidiary of Mercantile Bank, MCP provides the expertise to expand our commitment to further enrich the communities we serve. Our team empowers communities by working together to navigate each step in the financing process.

HIGHLIGHTS

- “One-stop-shop” for lending and tax credit investment
- A team that’s relationship and community-driven
- We are experts at connecting developers with financing tools and incentives
- Our solutions provide a direct investment into community development projects on behalf of Mercantile Bank

PRODUCTS

- Acquisition and pre-development loans*
- Construction financing*
- Investment in Low-Income Housing Tax Credits (LIHTCs)
- Investment in Historic Tax Credits (HTCs)
- Access to Federal Home Loan Bank of Indianapolis Affordable Housing Program Grant (AHP)*

MERCANTILE BANK FACTS

- Founded in Grand Rapids, MI in 1997
- Second largest bank headquartered in Michigan
- Expansive footprint with 45+ locations throughout Michigan



For more information, contact ecauzillo@mercbank.com

*Acquisition and development loans, construction financing and access to Federal Home Loan Bank of Indianapolis Affordable Housing Program Grant provided through Mercantile Bank.

Public Funds Money Market Account Disclosure

Effective 07/09/2025

This disclosure contains the rules which govern your deposit account(s). Please read carefully and retain a copy for your records. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular. Please refer to *Your Deposit Account Terms and Conditions* document for additional information.

Public Funds Money Market Account Terms and Charges

Minimum Deposit to Open Account	None		
Monthly Maintenance Fee ¹	None		
Monthly Transaction Allowance Items Deposited ²	Free up to 20 Excess items deposited are charged at \$0.12 per item		
Monthly Transaction Allowance Transfers and Withdrawals ³	Free up to 10 Excess transfers/withdrawals are charged at \$10.00 per item.		
Monthly Cash Deposit Allowance ⁴	Free up to \$15,000.00 monthly Excess cash deposited charged at \$0.20 per \$100.00		
Negative Available Balance	Account is subject to a negative available balance fee. Please refer to the Mercantile Bank <i>Business Service Charge Disclosure</i> for further information.		
Interest	Interest Rate Tier: \$0.01 or more	Interest Rate: 4.30%	Annual Percentage Yield (APY): 4.39%
Rate Information	Interest on deposits begins to accrue no later than the business day on which we receive credit for the deposit. Interest is calculated on the daily balance then credited and compounded to the account monthly. Interest Rate and APY are applicable as of the effective date and may change at Mercantile Bank's discretion. For rate information, please call (800) 453-8700.		
Balance Computation Method	The daily balance method is used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.		

¹ Please refer to the Mercantile Bank *Business Service Charge Disclosure* for additional fees and charges that may apply to the account. Service charges are subject to change at any time. If you have any questions, please call us at (800) 453-8700 or visit us at www.mercbank.com.

² Excludes items deposited drawn on Mercantile Bank.

³ Includes all third-party payments and customer-initiated transfers and withdrawals from the account including outgoing wire transfers, ACH debits received, checks, or any transactions made within online banking, at a branch, or at an ATM.

⁴ Fee will be assessed monthly and any service charges owed for the current month are automatically debited from the account on approximately the 15th of the following month and will be listed as 'Commercial Service Charge'.

Marcy Savage

From: WEINBURGER MARAH <marah.weinburger@kone.com>
Sent: Monday, July 21, 2025 9:17 AM
To: Dale Bergman; WILLIAM GOODFELLOW; Barb Johnson; Marcy Savage; Ashley Johnson; Jason Bradford; Rob Steffens
Subject: RE: : Sparta Township + KONE Mod Follow Up-

Dale,
Thanks for the update! At this point, we can cancel it without and penalty to you and revisit it next year. I will check in with you after the August meeting to see what is decided for some of the minor upgrades. Let me know if you have any questions between now and then. Thanks.

Marah J. Weinburger
Sales Executive
Cell: 616.401.3664
Email marah.weinburger@kone.com



From: Dale Bergman <supervisor@spartatownship.org>
Sent: Friday, July 18, 2025 8:41 PM
To: WILLIAM GOODFELLOW <wrgoodfellow@prodigy.net>; Barb Johnson <barb2020trustee@yahoo.com>; Marcy Savage <clerk@spartatownship.org>; Ashley Johnson <treasurer@spartatownship.org>; Jason Bradford <bradfordj@chartermi.net>; Rob Steffens <rjsteffens4344@gmail.com>; WEINBURGER MARAH <marah.weinburger@kone.com>
Subject: Re: : Sparta Township + KONE Mod Follow Up-

This message is from an external sender. Be cautious, especially with links and attachments, and report suspicious messages.

Bill and Barb, I agree with both of you and seeing how we are the appointed sub committee and Marah wants me to let her know as soon as possible I will call her on Monday and cancel the elevator order as written. I will explain to Marah that the board will review the other 2 options at our next board meeting on August 14th. Thank you. Dale

From: WILLIAM GOODFELLOW <wrgoodfellow@prodigy.net>
Sent: Friday, July 18, 2025 12:06 PM
To: Barb Johnson <barb2020trustee@yahoo.com>; Dale Bergman <supervisor@spartatownship.org>; Marcy Savage <clerk@spartatownship.org>; Ashley Johnson <treasurer@spartatownship.org>; Jason Bradford <bradfordj@chartermi.net>; Rob Steffens <rjsteffens4344@gmail.com>
Subject: Re: : Sparta Township + KONE Mod Follow Up-

I've reviewed the attached from Marah (Kone) and based on what information she provided, I'd cancel the elevator order as currently written.
Marah had provided us with (2) options:

1. Just replace the roller guides on the elevator for a cost of \$ \$6967.32
2. Repair/replace Code items along with roller guides for \$18,019.22.

First I'd have Dale call Marah on Monday and let her know we're going to cancel our order and will review the 2 options at our next board meeting.

At the next board meeting we can make a decision on a temporary fix of just the roller or a more permanent fix for most of the code related items which may be sufficient for several years. If they won't cancel with an option, then I'd say #2.

Any questions please let me know.

Thanks Bill

On Wednesday, July 16, 2025, 6:44 PM, Barb Johnson <barb2020trustee@yahoo.com> wrote:

I would like to suggest we cancel the elevator order and do the repairs instead. The sooner the better based on the attached email.

If this requires a vote, then perhaps a special meeting should be called. We don't want to miss the opportunity to cancel the order.

Barb Johnson
Sparta Township Trustee

[Yahoo Mail: Search, Organize, Conquer](#)

On Wed, Jul 16, 2025 at 4:06 PM, WEINBURGER MARAH
<marah.weinburger@kone.com> wrote:

Hi Dale and team!

I spoke with Marcy today and she explained that the township has some unexpected large expenses coming up and that you might want to put the elevator modernization on hold until next year or until 2027. Luckily, we are just at the crossroads where the equipment hasn't been released into production yet, but will be soon, so we could cancel it without any penalty right now, but would want to make that decision this month, which is why I'm reaching out to you as the elevator committee to see if that is what you want to do.

Additionally, putting the elevator mod on hold, I would recommend replacing the roller guides at the very minimum since those are shot. Not only could this affect ride quality, the longer they're neglected it could cause damage to the rails which is a very \$\$\$ replacement (picture below of existing condition-taken this winter). Attached is a quote to do this work (Sparta Roller Guides only quote).

However, there is a 2nd quote (Sparta 2025 code items) to not only replace the roller guides, but to install some of the other code related items- door restrictor, door edge, repair the emergency light, perform the state required Cat 1 test. Since you're applying for the grant figured it would be good to include these code required items since they are a good investment since they're required and can be retained with the modernization. Figured we would wait to address the new phone and car exit hatch code requirements for when you do the mod since those are labor intensive and know budget is a factor.

Do you want to set up a call to review and your options further so you can decide what is the best course of action for you? Let me know. Below is some of my availability, let me know what works for you.

Thanks!

Thursday 7/17- 11am-2om
Friday 7/18- 9/30am-11am; 3pm
Monday- 7/21- any time after 1:30pm



Marah J. Weinburger
Sales Executive
Cell: 616.401.3664
Email marah.weinburger@kone.com



Elevators
& Escalators

Marcy Savage

From: Gary Glass <g@silverliningcs.com>
Sent: Monday, August 4, 2025 4:58 PM
To: Marcy Savage; Jody Hyde
Subject: Local External Hard Drive

Marcy/Jody,

I discussed this with Jody. We are filling up the 2Tb hard drive with local backups in about 24 days. The result is we have failures in local backups for the remainder of the month, depending on when I do a check on server updates, etc.

I can increase the checks to mitigate the failures or we could increase the size of the external hard drive to allow for the backups to have the space needed for at least a full month or for a number of months.

https://www.amazon.com/Seagate-Expansion-External-Drive-STKP24000400/dp/B092R5KTT7/ref=sr_1_1_sspa?crd=IJX62LW34B16&dib=eyJ2ljojMSJ9.2m1xr23K6z04PWYNNECdu1yFnyTJHFLRrKPGh-EsgJD91F17zkEHwNAfm3gstRlBpW-sfBMPuLL3seYUeKnLpSNQ04CofBmdldmVm2-5lMi5hzb_86cwE3SK851R74hFdJDZk8UmBSkvK6eVo8OGsOT51xkHglsGL4PVYaf3wUrVI2LjYLUvUi73sjYeeMRZz0yWAIkIpAj2X2XqOOYnmebFdHCn-2LWKYsTWEbfKPQ.K0-eCVH4oKXGiPxfEPI5SOdlpyR7rRrGkhnn8FlFaFM&dib_tag=se&keywords=external%2Bhard%2Bdrive&qid=1754340544&refinements=p_n_feature_forty-six_browse-bin%3A5446816011&rnid=562234011&srefix=external%2Bhard%2Bdrive%2Caps%2C143&sr=8-1-spons&sp_csd=d2lkZ2V0TmFtZT1zcF9hdGY&th=1

The above option for increasing the size allows us to go up to 28Tb to cover 6 months' worth of backups. Optionally we could chose as little as 4Tb to make sure a full month is covered.

Thanks,

Gary Glass



1-616-752-0011



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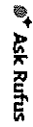


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REAL ESTATE TRANSFER AND EXCHANGE AGREEMENT

THIS REAL ESTATE TRANSFER AND EXCHANGE AGREEMENT (the "Agreement") is effective as of the last date when the parties below have executed this Agreement (the "Effective Date"), by and between the VILLAGE OF SPARTA, a Michigan municipal corporation, whose address is 156 East Division Street NW, Sparta, Michigan 49345 (the "Village"), and SPARTA TOWNSHIP, a Michigan general law township, whose address is 160 East Division Street, Sparta, Michigan 49345 (the "Township"). (Township and Village are sometimes individually referred to as "party" and collectively referred to as the "Parties").

RECITALS:

WHEREAS, the Village is the owner of real property in the Village of Sparta, County of Kent, and the State of Michigan, commonly known as 75 North Union Street NW, Sparta, Michigan 49345, and parcel number 41-05-14-351-076, as described in the attached Exhibit A (the "Village Property");

WHEREAS, the Township is the owner of real property in the Village of Sparta, County of Kent, and the State of Michigan, commonly known as 71 North Union Street NW, Sparta, Michigan 49345, and parcel number 41-05-14-351-055, as described in the attached Exhibit B (the "Township Property");

WHEREAS, the Village desires to transfer the Village Property to the Township to support the Township's Historical Commission in their goal of providing additional space for a museum and other displays of area's history; and

WHEREAS, in exchange the Township desires to transfer the Township Property to the Village on the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

1. **Transfer and Exchange.** Village agrees to transfer the Village Property to the Township, and in exchange, the Township agrees to transfer the Township Property to the Village, on the terms and conditions hereinafter stated, together with all improvements, fixtures, easements, hereditaments, and appurtenances associated therewith, if any. (hereinafter the Village Property and Township Property are sometimes individually referred to as "Property" and collectively referred to as the "Properties").
2. **Title.** Title to the Properties shall be conveyed by a quit claim deed (the "Deeds"), in substantially the form attached as Exhibit C and Exhibit D, subject to: 1) all restrictions of record, 2) the exceptions that are permitted or deemed permitted by this Agreement, 3) all pertinent governmental laws, statutes, regulations, and requirements; 4) such state of facts that an accurate current survey and physical inspection of the Property would reveal; including, without limitation, all existing easements, restrictions, and encroachments, if any, 5) any title exceptions arising out of the acts of the Parties, and 6) use or other restrictions contained within the Deeds.
3. **Contingencies.**
 - a. **Land Division.** Each Party shall reasonably cooperate with the other and execute any documents or applications necessary to effect a land division or boundary line adjustment in accordance with the Michigan Land Division Act (Public Act 288 of 1967), including any applicable local laws or ordinances.

- b. *Boundary Line Adjustment.*** The Parties agree to complete a boundary line adjustment prior to Closing. As part of the boundary line adjustment, the Parties will divide the shared parking lot between the buildings such that the parking located along the north side of the Historic Commission Building shall be conveyed to the Township Property, and the parking area located to the west of the Historic Commission Building that includes the memorial garden and dumpster, shall remain part of the Village Property.
- c. *Easements.*** In the event the boundary line adjustment requires access across one Party's Property to reach the other Party's Property, the Parties agree to enter into and execute an ingress and egress easement, or such other agreement as may be reasonably necessary, at Closing (defined below).
- d. *Surveys.*** Each Party shall reasonably cooperate with the other to obtain a boundary (stake) survey of their respective Property, showing all existing improvements and the proposed boundary line adjustment. The Parties agree that the cost of any required survey to facilitate the boundary adjustment shall be shared equally between them.
- 4. *Condition of Property.*** The Parties acknowledge that, except as expressly set forth in this Agreement, they are acquiring the respective Properties on an "AS-IS, WHERE IS" basis, with no representations, warranties, or promises of any kind, express or implied, either oral or written, past, present, or future, made by either Party or any agent or representative of either Party, regarding any aspect of the Properties.
- 5. *Taxes and Assessments.*** The Parties acknowledge and agree that the Properties are currently tax exempt and there are not property taxes or special assessments due.
- 6. *Representations and Warranties of Village.*** The Village represents and warrants to the Township as follows, which representations and warranties shall remain true in all materials respects until, but no later than, the date of Closing:
- a.** Village is duly organized, validly existing and in good standing under the laws of the state Michigan;
- b.** Village has all necessary power and authority to enter into and perform its obligations under this Agreement and under any document or instrument required to be executed and delivered on behalf of Village;
- c.** Village has taken all necessary action to approve, execute, deliver, and perform this Agreement and the transfer contemplated herein, and this Agreement is the valid and binding obligation of Village, enforceable against Village in accordance with its terms;
- d.** Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under any governing documents of Village, or any agreement or instrument to which Village is a Party or by which it is bound, or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its Property pursuant to any such agreement or instrument;
- e.** Except as set forth in this Agreement, there are no outstanding options to purchase, rights of first refusal to purchase or agreements for the sale and purchase of all or any portion of the Property to any person or entity.
- f.** No litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the best of Village's actual knowledge, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing;

g. No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Village or any of Village's assets or properties, is now or on the date of Closing will be pending or threatened.

7. Representations and Warranties of Township. The Township represents and warrants to the Village as follows, which representations and warranties shall remain true in all material respects until, but no later than, the date of Closing:

a. Township is duly organized, validly existing and in good standing under the laws of the state Michigan;

b. Township has all necessary power and authority to enter into and perform its obligations under this Agreement and under any document or instrument required to be executed and delivered on behalf of Township;

c. Township has taken all necessary action to approve, execute, deliver, and perform this Agreement and the transfer contemplated herein, and this Agreement is the valid and binding obligation of Township, enforceable against Township in accordance with its terms;

d. Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under any governing documents of Township, or any agreement or instrument to which Township is a Party or by which it is bound, or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its Property pursuant to any such agreement or instrument;

e. Except as set forth in this Agreement, there are no outstanding options to purchase, rights of first refusal to purchase or agreements for the sale and purchase of all or any portion of the Property to any person or entity.

f. No litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the best of Township's actual knowledge, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing;

g. No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Township or any of Township's assets or properties, is now or on the date of Closing will be pending or threatened.

8. Closing.

a. *Time and Place of Closing.* The closing and consummation of the transaction described in this Agreement (the "Closing") shall take place on or before January 1, 2026 and after all contingencies have been satisfied or waived and all closing documents have been prepared, reviewed, and approved by the Parties. The Closing shall take place at the offices of the Village unless otherwise agreed to by the Parties.

b. *Possession.* Possession shall be granted on January 1, 2026, the Parties shall tender possession of their respective properties free and clear of all option, rights of first refusal, offers to purchase, tenancies, encumbrances, and easements unless permitted or deemed permitted by this Agreement. From the date of possession, the Township shall have thirty (30) days to remove any items from the Historic Commission Building.

c. *Personal Property.* The Village, at its sole discretion, may leave any or all personal property, including but not limited to tables, chairs, and similar items, for the Township to own and use.

d. **The Deeds.** At Closing, the Parties shall convey their respective interests in the Properties by deed. Each Party shall receive a copy of the deed conveying their interest. The Village shall promptly record the original deeds with the Kent County Register of Deeds, after which the recorded originals shall be returned to the respective Party.

e. **Closing Costs.** The Parties shall be equally responsible for and pay, as applicable, the following costs and expenses at the Closing: 1) the recording costs for the deeds; 2) costs related to filing of the Real Property Transfer Affidavit, if any; 3) survey costs, if any; and 4) costs and fees associated with the boundary line adjustment.

f. **Documents and Legal Matters.** At the Closing, the Parties shall execute any other documents reasonably required to effectuate the Closing or the transaction contemplated by this Agreement.

g. **Closing Delays.** In the event that the Closing does not occur as contemplated by this Agreement, either Party may pursue any remedy available at law or in equity, including specific performance, or may terminate this Agreement by delivering written notice to the other Party.

9. **Future Sale Conditions.** The Parties acknowledge that the properties exchanged as part of this Agreement are not of equal monetary value. The Village is proceeding with the transfer to support the public welfare objectives of the Historical Commission, specifically its efforts to expand museum space and historical displays. If the Closing occurs and the Township acquires the Village Property, and the Township subsequently sells, transfers, or conveys the Village Property for consideration, the Township shall pay the Village a portion of the proceeds from that future transaction. The amount payable shall be the lesser of:

a. The appraised value of the Village Property as of 2025, established at Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00), subtracting the sale price received by the Village from the sale of the Township Property, if applicable; or

b. The sale price received by the Township for the Village Property, subtracting the sale price received by the Village from the sale of the Township Property, if applicable.

If the sale price received by the Township for the Village Property does not exceed the sale price received by the Village from the sale of the Township Property, if applicable, the Township shall owe no amount to the Village and in no event shall the Village owe any amount to the Township. For purposes of this provision, "sale price" means the final agreed-upon amount paid by the buyer to the seller in exchange for ownership of the property, net only of standard commercial closing costs typical in the West Michigan region paid by seller. This obligation shall be perpetual and shall survive the Closing.

10. **Condemnation and Eminent Domain.** If, after the execution of this Agreement but before Closing, any portion of either Party's property is taken or threatened to be taken through eminent domain or condemnation proceedings, the affected Party shall promptly notify the other Party in writing. The non-affected Party may then choose, within fifteen (15) days of receiving that notice 1) To terminate this Agreement, in which case all obligations under this Agreement shall cease and the Agreement shall have no further force or effect; or 2) To proceed with Closing, in which case the affected Party shall assign to the non-affected Party all condemnation awards or other compensation collected or claimed in connection with the taking.

11. **Risk of Loss.** Each Party shall assume sole responsibility for the risk of loss, insurance coverage, and liabilities associated with their Property through and including the Closing. If a material change occurs in any Property before Closing, the non-impacted Party may deliver written notice to the other and may choose either to terminate this Agreement, in which event all obligations of the Parties shall cease, or to

proceed to Closing, accepting the Property in its altered condition subject to any agreed adjustments or indemnification.

12. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

13. Brokers. Each Party represents to the other that no salesperson, agent, broker or other third Party was involved in this transaction to whom either Party could incur liability for a commission or other compensation. Each Party agrees to indemnify the other Party and hold the other Party harmless against any breach of the indemnifying Party's representations in this paragraph.

14. Notices. Any notice or signature required or permitted by this Agreement shall be deemed to have been properly given, if in writing and delivered to the Parties at the address as specified above, and shall be deemed received (a) upon delivery, if delivered in person, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, or (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested.

15. Waiver. No term, condition, covenant, or provision contained in this Agreement may be waived, except in writing, signed by the waiving Party; no oral statements, course of conduct or course of dealings shall be deemed a waiver. No waiver by any Party of any violation or breach of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach, or as a continuing waiver of any violation or breach.

16. Exclusivity. From the date of this Agreement through Closing (or its termination in accordance with the terms hereof), neither Party shall enter into any agreement nor take any action to market, solicit, entertain offers, sell, modify, or transfer any interest in the Properties, except with prior written consent.

17. Survival. All covenants and agreements contained herein shall survive the Closing and remain in full force and effect, including but not limited to the obligations of the Township as described in paragraph 9 Future Sale Conditions.

18. Applicable Law; Construction. This Agreement will be interpreted, construed, enforced, and governed according to the laws of state of Michigan. Venue shall be in Kent County. Both Parties either had professional and legal advice or the opportunity to obtain such advice, and this Agreement is deemed to be mutually drafted.

19. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the enforceability or validity of the remaining provisions and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted. However, if the invalidity or unenforceability of any provision will affect the basic economic terms of this Agreement or materially affect the rights or obligations of either Party, then this Agreement will be deemed terminated.

20. Binding Effect. This Agreement be binding upon and inure to the benefit of the Parties as well as their respective successors and assigns. The Parties may not assign its interest in this Agreement without the prior written consent of the non-assigning Party.

21. Entire Agreement. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof, and any prior discussion, negotiations and agreements between the Parties are merged herein. No amendment or modification of this Agreement shall be enforceable except if in writing and signed by all of the Parties.

22. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts or via facsimile or other electronic reproduction, each of which shall constitute an original document, but together shall be deemed to be one integrated agreement.

Intentionally left blank; signatures on the following page.

CONFIDENTIAL

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written below.

“Village”
VILLAGE OF SPARTA, a Michigan municipal corporation

Date: _____

Robert Whalen, Village President

Date: _____

Kristen Phelps, Village Clerk

“Township”
SPARTA TOWNSHIP, a Michigan general law township

Date: _____

Dale Bergman, Township Supervisor

Date: _____

Marcy Savage, Township Clerk

Draft by:
Blake Conklin
Bloom Sluggett, PC
161 Ottawa Ave NW, Suite 400
Grand Rapids, MI 49503

EXHIBIT A

Village Property Legal Description

Property located in the Village of Sparta, Kent County, Michigan, described as:

N 40 FT OF LOT 16 ALSO LOTS 17 & 18 BLK 1 * VILLAGE OF SPARTA

Commonly known as: 75 North Union Street NW, Sparta, Michigan 49345

Parcel Number: 41-05-14-351-076



EXHIBIT B

Township Property Legal Description

Property located in the Village of Sparta, Kent County, Michigan, described as:

N 11 FT OF LOT 15 BLK 1 ALSO LOT 16 BLK 1 EX N 40 FT * VILLAGE OF SPARTA

Commonly known as: 71 North Union Street NW, Sparta, Michigan 49345

Parcel Number: 41-05-14-351-055



EXHIBIT C

Village Property Quit Claim Deed

QUIT CLAIM DEED

The **VILLAGE OF SPARTA**, a Michigan municipal corporation, whose address is 156 East Division Street NW, Sparta, Michigan 49345 (the "Grantor")

Quit Claims to:

SPARTA TOWNSHIP, a Michigan general law township, whose address is 160 East Division Street, Sparta, Michigan 49345 (the "Grantee")

The following lands situations in the Village of Sparta, County of Kent, and State of Michigan to wit:

Legal Description: N 40 FT OF LOT 16 ALSO LOTS 17 & 18 BLK 1 * VILLAGE OF SPARTA

Commonly known as: 75 North Union Street NW, Sparta, Michigan 49345

Parcel Number: 41-05-14-351-076 (the "Property").

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and subject to all easements, reservations, restrictions, limitations, and other matters of record

- Grantee accepts the Property "AS IS" and in its current condition, without any warranty, representations, guarantees or promises. The property shall be used only in full compliance with all applicable local laws, rules, and ordinances, building codes and regulations. Grantee assumes any and all risk with regard to the property and the use of this property.
- The Property is subject to the terms and conditions of a certain Real Estate Transfer and Exchange Agreement between the Grantor and Grantee dated _____.
- This instrument is exempt from Michigan Real Estate transfer taxes pursuant to MCL 207.505(h) and MCL 207.526(h)(i) for County and State tax respectively.

Grantor:
VILLAGE OF SPARTA, a Michigan
municipal corporation

Robert Whalen, Village President

Kristen Phelps, Village Clerk

STATE OF MICHIGAN

)

) ss:

COUNTY OF KENT

)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County, this ___ day of _____, 2025, by Robert Whalen and Kristen Phelps, the Village President and Village Clerk of the Village of Sparta, a Michigan public body corporate.

Notary Public, Kent County, Michigan

Print Name: _____

My commission expires: _____

Acting in the County of Kent

Draft by and after recording return to:

Blake Conklin

Bloom Sluggett, PC

161 Ottawa Ave NW, Suite 400

Grand Rapids, MI 49503

EXHIBIT D

Township Property Quit Claim Deed

DRAFT

QUIT CLAIM DEED

The **SPARTA TOWNSHIP**, a Michigan general law township, whose address is 160 East Division Street, Sparta, Michigan 49345 (the "Grantor")

Quit Claims to:

VILLAGE OF SPARTA, a Michigan municipal corporation, whose address is 156 East Division Street NW, Sparta, Michigan 49345 (the "Grantee")

The following lands situations in the City of Grand Rapids, County of Kent, and State of Michigan to wit:

Legal Description: N 11 FT OF LOT 15 BLK 1 ALSO LOT 16 BLK 1 EX N 40 FT *
VILLAGE OF SPARTA

Commonly known as: 71 North Union Street NW, Sparta, Michigan 49345

Parcel Number: 41-05-14-351-055 (the "Property").

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and subject to all easements, reservations, restrictions, limitations, and other matters of record

- Grantee accepts the Property "AS IS" and in its current condition, without any warranty, representations, guarantees or promises. The property shall be used only in full compliance with all applicable local laws, rules, and ordinances, building codes and regulations. Grantee assumes any and all risk with regard to the property and the use of this property.
- This instrument is exempt from Michigan Real Estate transfer taxes pursuant to MCL 207.505(h) and MCL 207.526(h)(i) for County and State tax respectively.

Grantor:

VILLAGE OF SPARTA, a Michigan
municipal corporation

Dale Bergman, Township Supervisor

Marcy Savage, Township Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF KENT)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County, this ___ day of _____, 2025, by Dale Bergman and Marcy Savage, the Township Supervisor and Township Clerk of Sparta Township, a Michigan general law township.

Notary Public, Kent County, Michigan

Print Name: _____

My commission expires: _____

Acting in the County of Kent

Draft by and after recording return to:
Blake Conklin

Bloom Sluggett, PC
161 Ottawa Ave NW, Suite 400
Grand Rapids, MI 49503





NOINQ

EQUUS STAM

EQUUS STAM

100 EQUUS STAM

EQUUS STAM



TO: Sparta Township Board
FROM: Jim Lower, Village Manager
DATE: August 14, 2025
SUBJECT: Proposal for 425 Agreement – Momber Property

Background

The parcel in question, located on 12 Mile, is currently part of Sparta Township and zoned ^{A9-2} R-2, allowing for one-acre residential lots under existing township zoning. The property owner also holds a special land use permit to operate an event venue in the existing barn on the site. The owner has expressed interest in bringing this parcel into the Village of Sparta to access municipal water and sewer services, enabling full buildout of residential lots and the addition of limited commercial use on the corner across from Spectrum Health.

When the Village and Township entered into the 425 agreement that brought Spectrum Health into the Village, language was included referencing what is now the Momber parcel. That agreement stated the parcel would not be annexed into the Village, even though the property itself was not part of the transfer. Both the Village and the property owner believe that 425 agreements cannot legally encumber land that was not a party to the agreement. Neither the Village's nor the property owner's attorneys have found another example of this occurring anywhere in Michigan, and there is no case law supporting the use of a 425 agreement in this way. The property owner has expressed that this language violates his property rights—a point we will return to later.

Importantly, the existing Spectrum 425 agreement does not prevent the Village and Township from entering into a new 425 agreement for the Momber parcel. The reference to this property is vague and appears to apply to only part of the land in question. The Village Council directed the Village Manager in spring 2023 to approach the Township about negotiating a new 425 agreement. At that time, discussions with Township officials indicated opposition to a 425 for philosophical reasons.

In late 2024, the property owner renewed his request to resolve this matter. The Village is generally sympathetic to the owner's argument that development of this parcel is reasonable and even desirable, given the need for housing in the area. To avoid litigation, a meeting was held in late 2024 mediated by Kent County. Unfortunately, no progress was made, and Township representatives declined to continue discussions.

Faced with this impasse, the Village ultimately moved forward with the owner's annexation petition. The Village Council believes the existing 425 language preventing annexation is not legally valid. Kent County corporate counsel has indicated that only a court can make a final determination on enforceability. Thus, unless the Village and Township can find a mutually acceptable resolution, the property owner's only remaining avenue to resolve the matter is litigation.

This proposed 425 agreement incorporates feedback received from Township residents, neighboring property owners, and Township officials regarding concerns about housing density, multi-family units, traffic, and commercial activity. We believe this draft agreement provides a practical compromise that addresses these issues while allowing development to move forward. Some Township Board members have indicated interest in reviewing a more formal plan, which this proposal now provides.

Proposal and Benefits of the 425 Agreement

This plan provides a path forward that avoids litigation, creates long-term fiscal benefits for both municipalities, and gives the Township a voice in shaping the development:

- **New, Stable Revenue:** The 425 agreement ensures the Township receives tax revenue from this development for decades to come, avoiding uncertain legal costs and outcomes.
- **A Balanced Development Plan:**
 - One-acre lots around the full perimeter to buffer existing homes.
 - **All lots, including interior lots, restricted to the Village’s RM zoning—ensuring no apartments.**
 - Commercial area limited to 11 acres on the corner near Spectrum Health, maintaining a small-scale business presence only where commercial use already exists.
- **Significant Concessions from the Property Owner:** This proposed layout drastically reduces the development’s potential value and density compared to what the owner could pursue if he prevails in his quest for direct annexation. The Village worked closely with the owner to design this compromise specifically to address Township concerns.
- **Cityhood and Future Annexation Risks:** The Village’s current cityhood proposal does not include this parcel. However, if the property owner prevails in litigation, it is logical that the Village, or a future City of Sparta, would resume annexation efforts. Without a 425 agreement, the Township risks losing all future tax revenue from this property under city jurisdiction. Entering a 425 agreement now ensures:
 - **A clear, stable revenue stream** for the Township regardless of future municipal boundary changes.
 - **A seat at the table** to shape the layout, density, and long-term development of this parcel.

Enforceability of the Proposed Agreement

This proposed 425 agreement is drafted under **Public Act 425 of 1984**, the Michigan Conditional Land Transfer Act. Unlike the disputed language in the prior Spectrum 425 agreement, this new agreement directly involves all relevant parties—the Township, Village, and property owner—making it a valid, enforceable contract under state law.

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Key points on enforceability:

- **Proven Legal Framework:** When a property is the **actual subject of a 425 agreement** (rather than merely adjacent or referenced as in the Spectrum Health case), there is established Michigan case law confirming the enforceability of provisions bargained over by the parties.
- **Zoning Restrictions Are Valid:** Michigan courts have repeatedly upheld zoning and land-use restrictions negotiated within 425 agreements. This means the commitments in this proposal such as no apartments, one-acre perimeter lots, and limited commercial zoning are legally enforceable and will stand the test of time.
- **Standard Agreement, No Novel Provisions:** Unlike the previous Spectrum Health arrangement, which contained unusual provisions referencing non-party property, this agreement follows a standard, well-tested format used throughout Michigan. It contains no experimental or untested clauses, reducing the risk of future legal challenges.
- **Binding and Durable:** This agreement clearly defines the term, revenue-sharing formula, permitted uses, and development layout, providing legal certainty that survives future boundary changes, including possible cityhood.

By entering into this 425 agreement, the Township gains **long-term protection, guaranteed revenue, and enforceable development controls**, avoiding the uncertainty and potential loss of control that could result from future litigation or annexation proceedings.

Conclusion

We respectfully ask that you consider this framework as a fair and practical compromise. Both the Village and the property owner are open to reasonable adjustments to address additional concerns. This is not a threat but an olive branch, offering a way forward that avoids litigation, respects residents' concerns, and provides mutual long-term benefits.

We believe this proposal creates a win-win scenario: the Township avoids legal costs, secures guaranteed revenue under an enforceable agreement, and gains meaningful input on the development's design—while the property owner can finally resolve a long-standing dispute and move forward under clear, agreed-upon terms.

Respectfully,

Jim Lower
Village Manager
Village of Sparta

Concept Plan

Project: 57.9 +/- Ac Site
 City: Sparta Township, MI
 Date: 07-30-2025





Client: CD Member Sales, LLC
 Address: 2124 1/2 Mile Road, NW
 Sparta, MI 49345

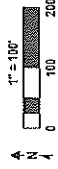
Concept Information

Site Area: 57.9 ac
 Lot Types: Residential Medium Density, Business

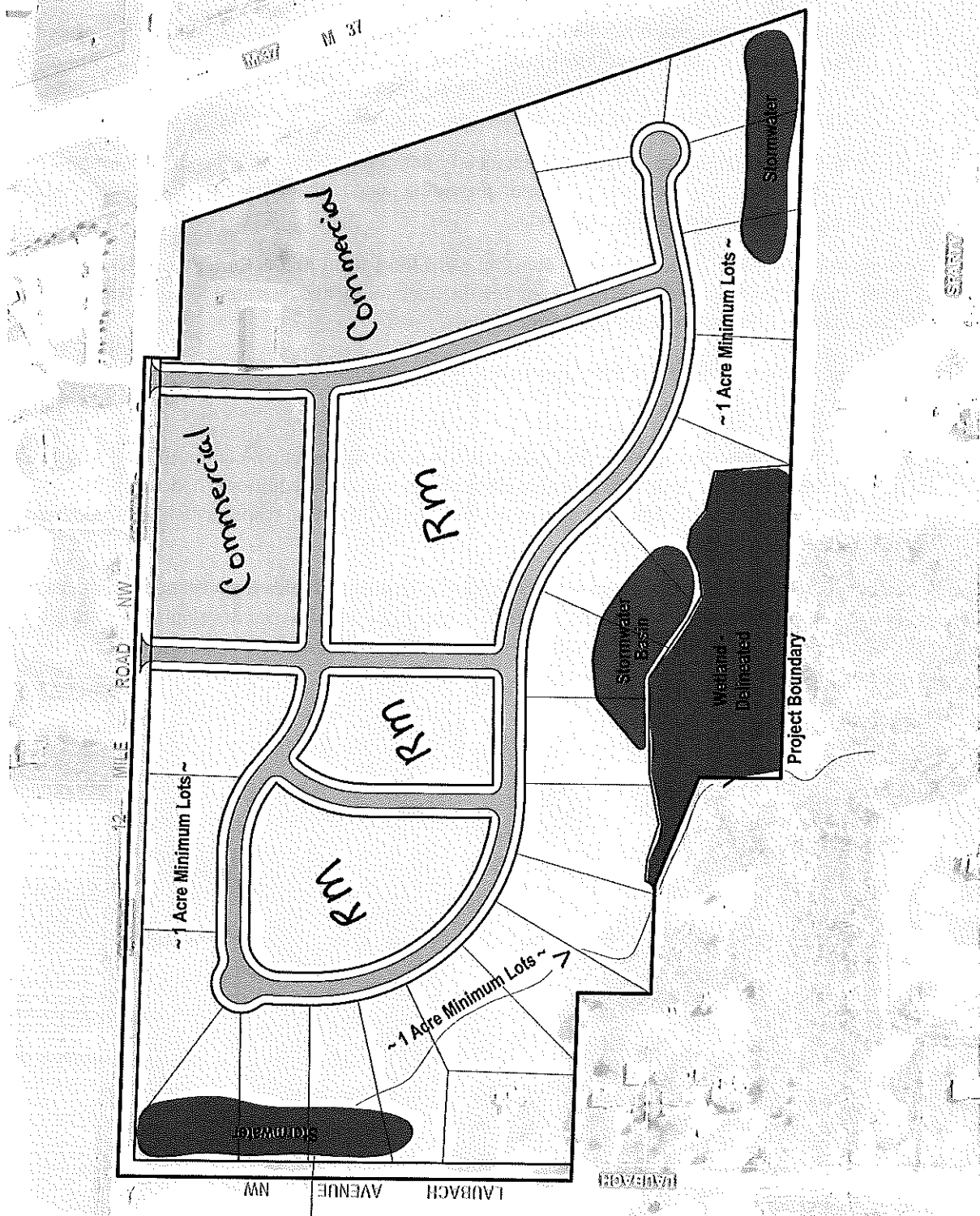
Zoning Information

Existing Zoning: Ag-2 Agricultural
 Proposed Zoning: R-M Medium Density Residential District
 B - Business District

- Legend**
-  B - Business (Approx. 10 Acres)
 -  R-M Medium Density Residential
 -  Storm Pond (Estimated)
 -  Olsen County Drain



LRC Land & Resource Consulting
 14250 23rd Ave N
 Plymouth, MN 55441
 763-340-6839



Rm- minimum lot 5,500 sqft
 Width 50' Front 20'
 Side 71',
 Rear 25'

Key points on enforceability:

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Respectfully,

Jim Lower
Village Manager
Village of Sparta

**AGREEMENT FOR CONDITIONAL
TRANSFER OF PROPERTY**

This Agreement for Conditional Transfer of Property is made as of _____, 2025, between the Village of Sparta, a Michigan general law village, with its principal offices at 156 East Division Street, Sparta, MI 49345-1389 (the "Village"), and the Township of Sparta, a Michigan general law township, with its principal offices at 160 East Division Street, Sparta, MI 49345-1330 (the "Township").

RECITALS

A. Act 425 of the Public Acts of Michigan of 1984, as amended, MCL 124.21 *et seq.* ("Act 425"), authorizes two or more local units of government by written agreement to conditionally transfer property for the purpose of an economic development project.

B. The Village, as a general law village under the General Law Village Act, Act 3 of the Public Acts of Michigan of 1895, as amended, MCL 61.1 *et seq.*, and the Township, as a general law township under Article VII, Section 17 of the Michigan Constitution of 1963 and RS. 1846, c16, as amended, MCL 41.1 *et seq.*, are both "local units" as defined by Act 425.

C. The owner of certain property commonly known as ²¹²⁴2142 12 Mile Road NW (Tax Parcel No. 41-05-27-100-050) located in the Township (the "Transferred Property"), is proposing an economic development project as defined in Act 425, including the development and improvement of the Transferred Property for a mixed-use housing development ("the Project").

D. The Village has proposed that the Transferred Property be conditionally transferred from the Township to the Village pursuant to Act 425.

E. Both the Village and Township must, according to Act 425, consider certain factors prior to entering into a written contract conditionally transferring the Transferred Property.

F. Pursuant to Act 425, the Village Council held a public hearing on _____, 2025, at 7:00 p.m., and the Township Board held a public hearing on _____, 2025, at 7:00 p.m., regarding the conditional transfer of the Transferred Property.

G. The Village Council and the Township Board have each decided, by majority of the members elected and serving on each body, to enter into this Agreement finding that the conditional transfer of the Transferred Property will encourage and assist economic development for the general benefit of their residents.

TERMS AND CONDITIONS

In exchange for the consideration within or referred to by this Agreement, the parties agree:

**ARTICLE I
REPRESENTATIONS**

1.1 Consideration of Statutory Factors. The Village and Township each represent that prior to entering into this Agreement and when formulating this Agreement, it considered the following factors:

- (a) The composition of the population; population density, land area, and land uses; assessed valuation; topography, natural boundaries and drainage basins; and past, and probable future growth, including population increase and business, commercial, and

industrial development in the transferred area (*i.e.*, the Transferred Property) considering the comparative data for the Township and the portion of the Township remaining after the transfer of the transferred area.

(b) The need for organized community services; the present costs and adequacy of governmental services in the transferred area; the probable future need for services in the transferred area; the practicability of supplying such services to the transferred area; the probable effect of the transfer and of alternative courses of action on the costs and adequacy of services in the area to be transferred and on the remaining portion of the Township; the probable change in taxes and tax rates in the transferred area in relation to the benefits expected to accrue from such transfer; and the financial ability of the Village to provide and maintain governmental services in the transferred area.

(c) The general effect upon the parties of the transfer; and the relationship of the transfer to applicable land use plans.

1.2 Referenda. The Village and Township represent that neither the Village Council nor the Township Board adopted a resolution calling for a referendum on the transfer to be made pursuant to this Agreement, more than 30 days have elapsed since the public hearings held by the Village Council and Township Board regarding this Agreement, and neither the Village Clerk nor the Township Clerk has received a petition calling for a referendum on that transfer.

ARTICLE II TRANSFER AND EFFECT

2.1 Transfer of Transferred Property. The Transferred Property shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the Village as provided in this Agreement. The Transferred Property shall not be subject to annexation or additional transfer except as set forth herein.

2.2 Governmental Services. All governmental services which may from time to time be provided to citizens and property in the Village, including, without limitation, water distribution services, sanitary sewer disposal services; police and fire protection; building permits; building code, fire code, electrical code, mechanical code, plumbing code enforcement; library services; economic development services; real and personal property assessment services; street and road maintenance and repair; refuse collection; and all other municipal facilities and services shall be provided by the Village to the Transferred Property and its occupants to the extent and on the same basis as it provides such governmental services within the legal limits of the Village. The Township shall have no obligation to provide such governmental services to the Transferred Property or its occupants. The fees for all such services shall be as established by the Village and applicable within the legal limits of the Village.

2.3 Applicability and Enforcement of Ordinances. The Transferred Property will be treated as being within the legal limits of the Village for the purpose of applying and enforcing all ordinances, rules, and regulations which shall be the responsibility of the Village.

2.4 Zoning of Transferred Property. Until rezoned by the Village, the Transferred Property will retain its existing zoning under the Township Zoning Ordinance. However, the Village will be responsible for the administration and enforcement of that ordinance in the Transferred Property. The Village shall have the right to rezone property to accommodate the Project, but in doing so shall implement the following regulations:

industrial development in the transferred area (*i.e.*, the Transferred Property) considering the comparative data for the Township and the portion of the Township remaining after the transfer of the transferred area.

(b) The need for organized community services; the present costs and adequacy of governmental services in the transferred area; the probable future need for services in the transferred area; the practicability of supplying such services to the transferred area; the probable effect of the transfer and of alternative courses of action on the costs and adequacy of services in the area to be transferred and on the remaining portion of the Township; the probable change in taxes and tax rates in the transferred area in relation to the benefits expected to accrue from such transfer; and the financial ability of the Village to provide and maintain governmental services in the transferred area.

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(a) **Perimeter Buffer Requirements.** A perimeter buffer of open space or large residential lots shall be established around the exterior boundaries of the Transferred Property. Each perimeter residential lot shall have a minimum area of one (1) acre, with flexibility of plus or minus four thousand (4,000) square feet per lot to accommodate practical layout considerations and engineering requirements, including but not limited to topography, utilities, drainage, and access needs.

(b) **Access Restrictions.** No roads, streets, drives, or other vehicular outlets from the internal development areas of the Transferred Property shall connect to or provide access to Laubach Avenue through any of the perimeter buffer lots established pursuant to subsection (a) above. All internal traffic circulation must be designed to direct vehicular access to other public roads serving the Transferred Property.

(c) **Non-Residential Uses.** A maximum of eleven (11) acres within the Transferred Property may be used for non-residential (*i.e.* commercial) purposes. Any non-residential shall be clustered in the portion of the Transferred Property near the intersection of M-37 and 12 Mile Road.

(d) **Residential Medium Density Standards.** The balance of the Transferred Property, including all interior residential development areas shall be developed in compliance with the RM (Residential Medium Density) District standards as established in the Village Zoning Ordinance in effect as of July 1, 2025, including but not limited to density, setback, height, coverage, and use requirements.

2.5 **Taxes and Special Assessments.** For the purposes of all *ad valorem*, industrial facilities or other taxation and all special assessments against real and personal property comprising or located on the Transferred Property, the Transferred Property shall be considered as being within the legal limits and jurisdiction of the Village.

2.6 **Rates, Charges and Fees.** All rates, charges, fees, and other costs for governmental services provided in the Transferred Property shall be calculated, levied, and collected on the same basis as if such Transferred Property was in the legal limits and jurisdiction of the Village.

2.7 **Liens.** Liens for special assessments, *ad valorem* real and personal property taxes, utility rates, fees and charges, and other purposes made against real and personal property, within the Transferred Property by the Village shall be and remain in full force and effect as if the Transferred Property were included within the legal limits of the Village.

2.8 **Voting.** Any persons residing in the Transferred Property shall be entitled to vote on the same basis as if such Transferred Property were located within the legal limits of the Village.

ARTICLE III TAXES AND OTHER REVENUE

3.1 **Property Taxes.** For the purposes *ad valorem* real and personal property taxes, the Property shall be considered as being within the legal limits and jurisdiction of the Village, except that any property taxes against the Property arising out of the Township's tax roll for 2025 and prior years shall remain a lien on the affected parcel(s) in the Property and payable to the Township. Beginning with the 2026 tax roll, the Village shall levy and collect any and all applicable taxes from the Property.

3.2 Sharing of Taxes. Taxes and revenue sharing payments on the Property shall be shared by the parties hereto as follows:

(a) All real and personal property taxes imposed annually by the Village for property within the Village will apply in the Transferred Property as if it were within the legal limits of the Village and the Village shall be responsible for collecting same. The Township will be responsible for collecting all other ad valorem real and personal property taxes within the Transferred Property.

(b) If the Village incorporates as a city during the term of this Agreement, the city which was formerly the Village will be responsible for collecting all real and personal property taxes within the Transferred Property and will retain annually all but the equivalent of the Township portion of such collected taxes. For purposes of this subparagraph, the Township portion of the collected taxes (including operating and debt millage) shall be that amount of revenue which would be generated by the total millage rate levied by the Township in the year prior to the Village incorporating as a city as applied to the taxable value of the real and personal property within the Transferred Property as adjusted annually. Each year after incorporation as a city, during the term of this Agreement, the equivalent of the Township portion of such collected taxes for the Transferred Property shall be paid periodically, within 30 days of collection, to the Township for the purpose of compensating the Township for lost revenues resulting from the transfer of the Transferred Property to the Village's jurisdiction and the Village's incorporating as a city. If subsequent to the payment of such taxes, a property owner shall successfully challenge the payment of all or a portion of such property taxes and the city (formerly the Village) shall be required to return all or a portion of the taxes to the property owner, the Township, upon notice from the city (formerly the Village), shall promptly repay the city (formerly the Village) the Township's pro rata share of such property taxes required to be refunded, plus a pro rata share of any interest due on the tax refund.

3.2 Rates, Charges and Fees. The Village will impose, collect and retain all applicable rates, charges and fees imposed for governmental services it provides in the Transferred Property pursuant to Section 2.2 of this Agreement.

3.3 Tax Abatements and Exemptions. All tax abatements or tax exemptions granted by the Village with respect to real or personal property in the Transferred Property shall reduce the amounts the Village is required to pay the Township under Section 3.1 *pro rata*.

3.4 Other Revenue. The Village may apply for, receive, and retain all gas and weight taxes, sales tax revenues, revenue sharing revenues, etc., related to the Transferred Property as if the Transferred Property was within the legal limits of the Village. Any calculation or formula for receipt of such revenues shall assume the Transferred Property is within the legal limits of the Village.

3.5 Gifts, Grants, Etc. All gifts, grants, assistance funds, bequests, or other funds from any private or public source given as a result of the activities associated with the Transferred Property, the occupancy of the Transferred Property, or for any other reason arising from the existence or jurisdiction of the Transferred Property shall belong to the Village.

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ARTICLE IV
TERM AND TERMINATION

4.1 Term. This Agreement shall terminate at 11:59 p.m. on December 31, 2055.

4.2 Jurisdiction of Property at Termination. Upon the termination of this Agreement, the Property shall for all purposes be within the legal limits and jurisdiction of the Village.

ARTICLE V
MISCELLANEOUS

5.1 Notices. Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first-class mail to the other party at the address first written above. The parties may by notice designate any further or different address, to which subsequent notices, demands, or communications may be given.

5.2 Amendment. This Agreement may not be amended except by written amendment approved by both the Village Council and the Township Board after a public hearing.

5.3 Remedies. The parties agree that remedies at law are inadequate and the parties have the right to all equitable remedies including, without limitation, mandamus, specific performance, and injunctive relief. Before a party may undertake any legal or equitable action pursuant to or to enforce any provision of this Agreement, that party shall first notify the other party of the basis for the claim, including detailed recitations of the facts and the law upon which the claiming party is relying. The party receiving such claim letter shall, within 21 days of receiving the claim, respond in writing identifying those issues on which there is agreement and stating in detail the facts and law upon which the responding party is relying. The parties shall schedule a meeting to occur within 14 days after the date the response is due to discuss and seek to resolve the dispute. These time frames may be adjusted by the written consent of the parties.

5.4 Prevailing Party. To the extent not otherwise prohibited by law, the prevailing party in any action (whether judicial or administrative) that is adjudicated to enforce any provision of this Agreement shall be entitled to recover its actual reasonable costs, including without limitation, attorneys fees, filing fees, expert or consultant fees, discovery expenses or other costs, to investigate, bring, maintain or defend any such action from its first accrual or notice thereof through any and all appellate and collection proceedings.

5.5 Assignment and Third-Party Beneficiaries. No assignment of this Agreement or any of the rights and obligations thereunder shall be valid without the specific written consent of both parties. However, this Agreement shall be binding upon successors and permitted assigns of the parties. No third party beneficiaries are intended.

5.6 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms, except as otherwise provided in Articles III and IV of this Agreement.

5.7 Interpretation. This is the entire agreement between the parties and it supersedes all previous or contemporaneous contracts and constitutes the entire agreement between the parties. Each party had advice of counsel in entering into this Agreement and it shall be construed as if mutually drafted. The article and other headings contained in this Agreement are for reference

purposes only and shall not affect in any way the meaning or interpretation of this Agreement. However, the recitals are an integral part of this Agreement. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

5.8 Filing and Effective Date. In accordance with Act 425, following the execution of this Agreement by the City and the Township, a duplicate original of the Agreement shall be filed with the Clerk of Kent County and with the Michigan Secretary of State. This Agreement, certified by such County Clerk or the Secretary of State, shall be prima facie evidence of the conditional transfer of the areas pursuant to this Agreement. This Agreement shall be effective at 12:01 a.m. on December 31, 2025, provided it has been filed with the County Clerk and the Secretary of State.

The parties have signed this Agreement as of the date first written above.

VILLAGE OF SPARTA

TOWNSHIP OF SPARTA

By: _____
Robert Whalen, President

By: _____
Dale Bergman, Supervisor

By: _____
Kristen Phelps, Clerk

By: _____
Marcy Savage, Clerk

CONSENT

As the owner and developer of the "Transferred Property," as defined above, the undersigned consents to the terms and conditions in this Agreement.

CD Momber Sales, LLC,
a Michigan limited liability company

By: _____
Chad Momber

Date: _____, 2025

Its: _____

purposes only and shall not affect in any way the meaning or interpretation of this Agreement. However, the recitals are an integral part of this Agreement. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

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The parties have signed this Agreement as of the date first written above.

VILLAGE OF SPARTA

TOWNSHIP OF SPARTA

By: _____
Robert Whalen, President

By: _____
Dale Bergman, Supervisor

By: _____
Kristen Phelps, Clerk

By: _____
Marcy Savage, Clerk

CONSENT

As the owner and developer of the "Transferred Property," as defined above, the undersigned consents to the terms and conditions in this Agreement.

CD Momber Sales, LLC,
a Michigan limited liability company

By: _____
Chad Momber

Date: _____, 2025

Its: _____

Sec. 82-172. - Permitted uses.

In the R-M district no building or land shall be used and no building shall be erected except for one or more of the following specified uses, unless otherwise provided in this division:

- (1) Parks and playgrounds.
- (2) Single-family detached dwellings, including home occupations, meeting the requirements of section 82-123, home occupations.
- (3) Two-family dwellings, including home occupations, meeting the requirements of section 82-123, home occupations.
- (4) Three family dwellings, including home occupations, meeting the requirements of section 82-123, home occupations.
- (5) State licensed residential care family facilities.
- (6) Family day care facilities.
- (7) Accessory buildings, structures, and uses, meeting the requirements of section 82-103, accessory buildings and structures.
- (8) Accessory dwelling units, meeting the requirements of section 82-132, accessory dwelling units.
- (9) Private educational institutions.
- (10) Golf courses and country clubs, including related uses, such as snack bars, small retail shows selling goods directly related to the primary use, and other similar uses integral to the main use.
- (11) Religious institutions.
- (12) Bed and breakfast accommodations.
- (13) Rooftop solar panels with an accessory use permit in accordance with section 82-103.

(Ord. No. 24-02, § 10, 6-10-2024)

Sec. 82-173. - Special land uses.

Land and/or buildings in the R-M district may be used for the following purposes when approved by the village council in accordance with the requirements of article IV, special land uses:

- (1) Campgrounds.
- (2) Private cemeteries.
- (3) Public utility structures.
- (4) State-licensed residential care group facilities.
- (5) State-licensed group day care facilities.

(Ord. No. 24-02, § 10, 6-10-2024)

Sec. 82-174. - Site development requirements.

All permitted uses and special land uses are subject to the following site development requirements:

- (1) Site plan review is required in accordance with article V, site plan review.
- (2) Parking is required in accordance with article VI, off-street parking and loading.
- (3) Signs are permitted in accordance with the requirements of article VII, signs.
- (4) Setbacks, height, area, and lot dimensions are required as noted below:

R-M district regulations	Requirements		
Minimum lot requirements	Area:	5,500 sq. ft.	
	Width:	50 ft.	
	Front:	20 ft.	
	Side:	One side	7 ft.
		Total both sides	15 ft.
	Rear:	25 ft.	
Maximum lot coverage	70%		

Building requirements	Maximum Height	35 ft. or 2½ stories, whichever is less		
	Minimum dwelling unit size	960 sq. ft. with a minimum of 500 sq. ft. on ground floor		
Residential accessory buildings (see section 82-103)	<i>Lot size:</i>	<i>Number</i>	<i>Size</i>	<i>Max height</i>
	5,500 sq. ft. to 4.99 acres	1 (or 2 if the combined square footage of both structures does not exceed 2,000 sq. ft.)	2,000 sq. ft.	21 ft.
	5 or more acres	2	Not to exceed 200% of the sq. footage of the primary residence	23 ft.
Nonresidential accessory buildings (see section 82-103(c))				

(Ord. No. 24-02, § 10, 6-10-2024)

Sec, 82-252. - Permitted uses.

In the B district no building or land shall be used and no building shall be erected except for one or more of the following specified uses, unless otherwise provided in this division:

- (1) Office buildings for any of the following occupations:
 - a. Executive, governmental, administrative, legal, professional, designers, real estate, accounting, financial, drafting, service organizations, travel agencies, and other similar professional activities.
 - b. Medical, optical, dental, and veterinary offices and clinics.
- (2) Banks, credit unions, savings and loan associations, and other similar uses, with or without drive-through service.
- (3) Radio and television stations.
- (4) Research, development and testing laboratories and offices without manufacturing.
- (5) Religious institutions.
- (6) Utility and public service buildings, without storage yards, but not including essential public service structures such as poles, wires, and underground utility systems.
- (7) Buildings, structures, and uses accessory to the permitted uses pursuant to section 82-103, accessory buildings and structures.
- (8) Bars or taverns. Outdoor seating areas may be permitted, pursuant to section 82-128, outdoor dining/seating.
- (9) Funeral homes and mortuaries.
- (10) Personal service establishments.
- (11) Private educational institutions.
- (12) Public service establishments and governmental buildings.
- (13) Restaurants, not including drive through service. Outdoor seating areas may be permitted where patrons are served, pursuant to section 82-128, outdoor dining/seating.
- (14) Enclosed theaters, assembly halls or concert hall.
- (15) Offices and showrooms of contractors, decorators or similar trades in connection with whom not more than 25 percent of the usable floor area of the building or part of the building occupied by the establishment is used for making, assembling, repairing, remodeling, altering, finishing or refinishing the products or merchandise of the trade. All storage of materials shall be within the confines of the building or part thereof occupied by the establishment.
- (16) Private clubs, lodges, fraternal organizations, and other similar uses.
- (17) Retail stores selling commodities within an entirely enclosed building.
- (18)

Wholesale establishments.

- (19) Outdoor display of merchandise as a use accessory to the principal use of the parcel subject to the following requirements:
 - a. The merchandise displayed outdoors is the same as or is related to that which is offered inside the building which is the principal use of the parcel.
 - b. The area where merchandise is displayed outdoors shall not create unsafe conditions for vehicles, pedestrians or those on a bicycle.
 - c. The area devoted to the outdoor display of merchandise shall at all times be kept neat and orderly.
 - d. The outdoor display of merchandise shall not be located within on-street or off-street parking spaces.
- (20) Commercial day care facilities.
- (21) Commercial recreation facilities.
- (22) Residential uses meeting the lot area requirements of the R-H district.
- (23) Nonresidential uses as permitted in this section that are located in converted residential buildings.
- (24) Nurseries and greenhouses.
- (25) Hotels and motels.
- (26) New and used vehicle, boat or farm implement sales including incidental servicing and minor repair.
- (27) Massage (licensed).
- (28) Open air businesses.
- (29) Restaurants, including drive through service. Outdoor seating may be permitted where patrons are served pursuant to section 82-128, outdoor dining/seating.
- (30) Shopping center or shopping mall.
- (31) Vehicle-wash establishments, either self-service or automatic.
- (32) Veterinary hospital, clinic or indoor kennel.
- (33) Vehicle service stations and repair facilities, major and minor.
- (34) Building material suppliers.
- (35) Contractor or builder's office, including an accessory storage equipment yard.
- (36) Dry cleaning plants.
- (37) Laboratories: experimental, film, or testing.
- (38) Manufacture and repair of electric or neon signs, light sheet metal products, including heating and ventilating equipment, cornices, eaves and the like.

- (39) Manufacture of musical instruments, toys, novelties, and metal or rubber stamps or other small molded rubber products.
- (40) Manufacture or assembly of electrical appliances, electronic instruments and devices, radios and phonographs.
- (41) Offices and showrooms of contractors, decorators or similar trades in connection with whom not more than 25 percent of the UFA of the building or part of the building occupied by the establishment is used.
- (42) Offices when accessory to any permitted use or special land use, provided that they do not exceed 50 percent of the GFA of the principal use.
- (43) Public and private utility uses, including electric and gas service buildings and yards; water supply and sewage disposal plants; water and gas tank holders; heating and electric power generating plants, and all accessory uses.
- (44) Storage yards for construction and contractor's equipment, provided all property lines abut the B district.
- (45) The manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas.
- (46) The manufacture, compounding, assembling, or treatment of articles or merchandise from previously prepared materials such as but not limited to bone; canvas; cellophane; cloth; cork; feathers; felt; fiber; fur; glass; hair; horn; leather; paper; plastics; precious or semiprecious metals or stones; sheet metal, excluding large stampings such as automobile fenders or bodies; shell; textiles; yarns; tobacco; wax; wire; or wood.
- (47) The manufacture, compounding, processing, packaging or treatment of such products as but not limited to bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware, and cutlery; tool, die, gauge and machine shops.
- (48) Warehouse, storage, including commercial storage warehouses; and transfer facilities, including truck and railroad related facilities accessory to warehousing.
- (49) Rental space for storage of vehicles such as travel trailers, motor homes, recreational vehicles, campers, snowmobiles, boats, etc.
- (50) Utility trailer rental facilities.
- (51) Lumber and planing mills.
- (52) Wireless telecommunication facilities.
- (53) Rooftop solar panels with an accessory use permit in accord with section 82-103.

(Ord. No. 24-02, § 14, 6-10-2024)

