

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

October 9th, 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 – September 11th, 2025
2. Treasurer's Report's
3. Building Department Monthly Report

BUSINESS ITEMS

1. Approval of Bills
2. Update on Petition for Annexation of Peterson Property
3. Fairplains Cemetery Fence Issue
4. Locks and Key Replacement Quotes for Township Hall

OTHER INFORMATIONAL

PUBLIC COMMENT

ADJOURNMENT

Meeting of Sparta Township Board

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

Watch Meeting live @ Sparta Township - Youtube

September 11, 2025 - 7pm

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

Also Present: Historical Society Chairman Doug Pinckey and Recording Secretary Sarah Fischer.

Absent: None

1. **Call to order:** The meeting was called to order at 7:00pm.
2. **Dale Bergman asked for a moment of silence in memory of the Victims of 9/11/2001**
3. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
4. **Additions or corrections to the agenda:** Dale Bergman requested the addition of #10 to the resolution to oppose annexation of Peterson property. Motion moved by Bill Goodfellow with a second by Barb Johnson. Passed unanimously.
5. **Public Comment for agenda items:** None.
6. **Approval of minutes and treasurer's report:**
 1. **Approval of minutes of August 14th, 2025:** Motion by Bill Goodfellow with a second by Ashley Johnson. The motion passed unanimously.
 2. **Closed session August 14th, 2025:** Motion by Bill Goodfellow with a second by Rob Steffens. The motion passed unanimously.
 3. **Treasurer's Report:** There was a discussion about Michigan Class.
7. **Building Department Monthly Report:** this is informational only.

Business items:

- a. **Approval of Bills:** motion by Rob Steffens with a second by Barb Johnson to approve the bills. The motion passed unanimously.

b. Earned Sick Time: This was a follow-up meeting from August 14th. Updated drafted Earned Sick time Policy was reviewed. Motioned by Marcy Savage with a second by Barb Johnson to approve the draft. The motion passed unanimously.

c. Township Hall Safety and Security - Door Locks: This was a follow-up meeting from August 14th. Dale Young, of 11385 Tebeau Dr, attended the meeting to explain his quote estimate and proposed work for installing key fobs and replacing locks and keys. It was decided to seek additional quotes specifically for lock and key replacement only. A final decision was tabled until the next meeting.

d. Civic Center Trade for Historical Commission Research Facility Agreement: The agreement includes several legal revisions recommended by the Township's attorney to ensure fairness, protect future taxpayer funds, and provide long-term clarity for both parties. Finalized documents will be prepared, with Dale Bergman signing first and Marcy Savage signing later due to scheduled leave. Once signed, the documents will be submitted to the Village of Sparta for review and countersignature. A motion to approve the agreement and forward the finalized document to the Village was made by Marcy Savage and seconded by Jason Bradford. The motion passed unanimously.

e. Master Plan Approval for Distribution: After much discussion, Rob Steffens made a motion with a second by Barb Johnson to approve the Master Plan for Distribution. All yeas. The motion passed unanimously.

f. Planning Commission Recommendation Bed and Breakfasts: The Township had previously adopted a zoning ordinance text amendment permitting bed and breakfasts as special land use within the C-1 General Commercial Zoning District. However, this amendment was inadvertently omitted during the codification and re-adoption of the zoning ordinance. As a result, the Planning Commission convened and prepared a recommendation to formally adopt the amendment. Rob Steffens made a motion to approve the Planning Commission's recommendation, with a second by Jason Bradford. All yeas. The motion passed unanimously.

g. Re-Appointment to Z.B.A Mike Lockard, Andrew Barnum, and Alternate Larry Goodfellow for 3-year terms.

- 1. Mike Lockard:** Motion to approve by Bill Goodfellow and seconded by Jason Bradford. All yeas, The motion passed unanimously.
- 2. Andrew Barnum:** Motion to approve by Jason Bradford and seconded by Marcy Savage. Passed 6-1 Goodfellow dissenting.

3. **Alternate Larry Goodfellow:** Motion to approve by Rob Steffens and seconded by Barb Johnson. All yeas. The motion passed unanimously.

h. Re-Appointment to Construction Board of Appeals, Gary Moody, Tim Driscoll, and Bill Tayler for 3-year terms.

1. **Gary Moody:** Motion to approve by Bill Goodfellow and seconded by Jason Bradford. All yeas. The motion passed unanimously.
2. **Tim Driscoll:** Motion to approve by Bill Goodfellow and seconded by Jason Bradford. All yeas. The motion passed unanimously.
3. **Bill Taylor:** Motion to approve by Marcy Savage and seconded by Barb Johnson. All yeas. The motion passed unanimously.

i. Tree Removal Work at Fairplain's Cemetery: Beaver Tree Services, LLC submitted a bid to the Township for tree removal, trimming, stump grinding, and cleanup work at Fairplain's Cemetery. Dale Bergman asked for a motion to accept the bid, motion made by Rob Steffens and a seconded by Barb Johnson. All yeas. The motion passed unanimously.

j. Annexation of Peterson property: Motion made by Marcy Savage seconded by Ashley Johnson to approve a resolution opposing proposed annexation of the Peterson Property. Roll call was conducted, all board members said yes. Passed unanimously.

Other Informational:

- Dale Bergman opened a brief discussion on short-term rentals, noting the Planning Commission is considering an ordinance. Other townships, like Nelson, have faced opposition due to noise and neighborhood concerns. It was suggested that if the board is not supportive, they should advise the Planning Commission early on to avoid unnecessary work. The consensus of the Board was to not have the planning commission work on the short term rental ordinance.
- Rob Steffen reported that vandalism at the Sparta Sports Complex continues. Police are aware, and all damage from the latest incident has been repaired.

Public Comment: Historical Society Chairman, Doug Pinckney shared that Wednesday September 17th at 5:00 PM, they will be planting two trees at the nursing home—one in memory of Jim Lyles, and the other in honor of Don and Kay Bradford.

Adjournment: Motion to adjourn at 8:31PM by Marcy Savage, with a second by Ashley Johnson. All Yeas.

Submitted by: Sarah Fischer

Reviewed by: Marcy Savage

Building Department Monthly Report

Month Ended:	September 2025		
Building Permits:			
	New Homes		
	Modular Homes		
	Mobile Homes		
	Remodel and Additions	2	
	Pole Barns	2	
	Decks	1	
	Garage		
	Demolition		
	Swimming Pool	2	
	Commercial New:		
	Commercial Alteration		
	Commercial Addition		
	Renewal		
	Other:		
		Total Building:	7
Mechanical Permits:			
		Total Mechanical:	7
Plumbing Permits:			
		Total Plumbing:	4
Electrical Permits:			
		Total Electrical:	7
Zoning Permits:			
		Total Zoning:	8

Permit List

10/01/2025

Permit	Address	Issued	Status	Category	Permit Fees	Const. Value
PB250045	2200 SPARTY LANE NW	09/03/2025	ISSUED	Swimming Pool	\$490.00	\$130,000
PB250046	1237 SOUTH HILL DR N	09/03/2025	FINALEED	RESIDENTIAL DECK	\$121.00	
PB250047	4726 CHURCHILL ST NW	09/03/2025	ISSUED	ACCESSORY BUILDING	\$250.00	\$50,000
PB250048	10910 PEACH RIDGE AV	09/04/2025	ISSUED	Res, Addition	\$370.00	\$90,000
PB250049	3346 13 MILE RD NW	09/04/2025	ISSUED	ACCESSORY BUILDING	\$340.00	\$80,000
PB250050	12603 LONG LAKE DR	10/2025	FINALEED	Res, Alteration	\$160.00	\$20,000
PB250051	9154 KENOWA AVE NW	09/24/2025	ISSUED	Swimming Pool	\$310.00	\$70,000

Total Permits: 7

Total Value: \$440,000

Total Fees: \$2,041.00



Electrical | Technology | Engineering

Invoice

214134

Bill to: Sparta Township 160 East Division Sparta, MI 49345	Job: A250406 Sparta Twp. 160 E. Division Sparta, MI 49345
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Invoice #: 214134 Payment Terms: NET 15 Customer Code: S14580 Buist Project Manager: Josh Hamilton	Date: 09/28/25 Customer P.O. #: DALE BERGMAN Customer Email: clerk@spartatownship.org
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Remarks: JOB #A250406 -- FINAL BILLING

Description	Extension
FINAL BILLING *SERVICE COMPLETED 08/01/25*	
1) TROUBLESHOT LABOR PERFORMED TO DIAGNOSE ZOOM ROOM PC DISPLAYING ISSUE	
2) CONTACTED MANUFACTURER TO FACILITATE REPAIR	
LABOR	1,962.75

THANK YOU FOR YOUR BUSINESS

Total: 1,962.75

Updated EFT/ACH Information

Mercantile Bank of Michigan
Account #: 4100683773
ABA/Routing #: 072413829

Less Retention:

Current Due: 1,962.75

2 - 84th Street SW, Byron Center, MI 49315

Phone: (616) 878-3315

Fax: (616) 878-3556

billing@buist.com



Electrical | Technology | Engineering

Invoice

213851

Bill to: Sparta Township 160 East Division Sparta, MI 49345	Job: A250460 Sparta Township - Boardro 160 E. Division Sparta, MI 49345
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Invoice #: 213851 Payment Terms: NET 15 Customer Code: S14580 Buist Project Manager: Josh Hamilton	Date: 09/22/25 Customer P.O. #: DALE BERGMANN Customer Email: clerk@spartatownship.org
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Remarks: JOB #A250460 -- FINAL BILLING

Description	Extension
FINAL BILLING *SERVICE COMPLETED 09/08/25*	
1) WORK DONE PER QUOTE #OP-2568348, DATED 07/17/25	
2) RE: BOARDROOM AV UPDATES	
TOTAL	2,933.00

THANK YOU FOR YOUR BUSINESS

Total: 2,933.00

Updated EFT/ACH Information

Mercantile Bank of Michigan
Account #: 4100683773
ABA/Routing #: 072413829

Less Retention:

Current Due: 2,933.00

2 - 84th Street SW, Byron Center, MI 49315

Phone: (616) 878-3315

Fax: (616) 878-3556

billing@buist.com

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank COB PAYROLL AND AP					
09/30/2025	COB	367 (E)	CLIFFORD TURNER	ASSESSING PAYROLL	5,226.00
09/30/2025	COB	368 (E)	MEAD SERVICES LLC	LAWN MAINTENANCE	2,835.00
09/30/2025	COB	369 (E)	ROBERT CHARLES MEAD	GRAVE DIGGING	1,833.34
09/24/2025	COB	27859	AT & T	WIFI AT PARK	46.23
09/24/2025	COB	27860	CONSUMERS ENERGY	ELECTRIC	407.97
09/24/2025	COB	27861	DTE ENERGY	GAS	61.84
09/24/2025	COB	27862	JAN REDDING	PLANNING COMMISSION MINUTES	37.50
09/24/2025	COB	27863	PITNEY BOWES	INK AND METER	258.66
09/24/2025	COB	27864	SARAH FISCHER	MINTUES	162.50
09/25/2025	COB	27869	POSTMASTER	POSTAGE	200.00
10/09/2025	COB	27870	ABSOPURE WATER COMPANY	WATER	23.95
10/09/2025	COB	27871	CONSUMERS ENERGY	STREET LIGHTS	215.53
10/09/2025	COB	27872	DAVID LONG	WINDOW CLEANING	40.00
10/09/2025	COB	27873	ELECTION SOURCE	ICP 2 PAPER ROLL	43.54
10/09/2025	COB	27874	FOSTER SWIFT	AUG AND SEPT ATTORNEY	10,221.90
10/09/2025	COB	27875	FRESH COAST PLANNING	PLANNING AND ZONING	2,925.00
10/09/2025	COB	27876	GARY SUTTORP	TOWNHALL CLEANING	500.00
10/09/2025	COB	27877	GRANGER	TRASH	69.12
10/09/2025	COB	27878	INTEGRITY BUSINESS SOLUTIONS	OFFICE AND ELECTION SUPPLIES	388.90
10/09/2025	COB	27879	KONE INC.	ELEVATOR REPAIR	9,009.61
10/09/2025	COB	27880	MLIVE MEDIA GROUP	LEGAL NOTICES	276.20
10/09/2025	COB	27881	PATHFINDER	ENGINEERING FEE	1,800.00
10/09/2025	COB	27882	PITNEY BOWES	POSTAGE METER	132.79
10/09/2025	COB	27883	PRINTING SYSTEMS	AV BALLOT OUTER ENVELOPES	369.88
10/09/2025	COB	27884	RICOH USA INC	COPIER MAINTENANCE	160.92
10/09/2025	COB	27885	SPARTA FIRE DEPARTMENT	SMALL BUSINESS TAX PAYERS EXEMPTIONS	69,476.01
10/09/2025	COB	27886	SPARTA TOWNSHIP LIBRARY	SMALL BUSINESS TAX EXEMTION REIMBUSEMENT	51,407.78
10/09/2025	COB	27887	SPARTA VILLAGE ACE HARDWARE	CEMETERY SUPPLIES	71.98
10/09/2025	COB	27888	SPECTRUM BUSINESS	INTERNET AND PHONE	219.99
10/09/2025	COB	27889	VILLAGE OF SPARTA	WATER AND SEWER	110.23

COB TOTALS:

Total of 30 Disbursements:

158,532.37

**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 11250 Sparta Ave NW (Tax Parcel No. 41-05-14-100-013) 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.

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 against property in the Township 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 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 not reduce the amounts the Village is required to pay the Township under Section 3.1.

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.

ARTICLE IV TERM AND TERMINATION

4.1 Term. This Agreement shall terminate at 11:59 p.m. on December 31, 2075. The Village Council (or city council if incorporated) and Township Board may renew this Agreement for an additional period not to exceed 50 years.

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

Cedar Springs Fence LLC
13645 West St.
Cedar Springs, MI 49319
Phone: 616-696-2736
Fax: 616-696-4861
Cell: 616-901-5275
e-mail: john@cedarspringsfence.com

**Cedar Springs Fence
LLC**

quote

To: Dale Bergman

From: John Totten

Sparta Township

Date: December 9, 2024

Phone: 616-952-1441

Pages: 1

Email: supervisor@spartatownship.org

Re: Fairplains Cemetery Fence

Thank you for the opportunity to quote the following.

Take out and reinstall approximately 400' of existing 4' high 9ga wire.

COST: \$3,120.00

Owner to supply dirt to fill in holes from post removal.

Owner to provide area to place broken concrete from existing post removal.

If you have any questions please contact me at 616-901-5275

Thank you for considering our bid

John Totten

Dale Bergman

From: John Hascher <homesbyhascher@grar.com>
Sent: Wednesday, November 20, 2024 3:28 PM
To: Dale Bergman
Subject: Fence Grave yard issue

Dale, I hear you're getting costs lined up to move the fence. Let's table that idea till spring and talk then. I don't want to be a pain. Lol. Just share with your board the pain in selling you the property was the 20 percent in capital gains tax I'd have to pay. Take John Hascher Sent from my iPhone

Dale Bergman

From: gowerpro@comcast.net
Sent: Wednesday, October 30, 2024 10:19 AM
To: Dale Bergman
Subject: Re: property line issue

Dale,

I would think that moving the 380' of fence would be the smarter move here. Both deed descriptions agree that the line is the East line of the West 668 feet of the quarter section. So, there is no gap or overlap between the descriptions. From a survey standpoint laying out the line on the ground is what they did and the results are what they are. You could argue that the fence has been there for some time, claim the property causing bad blood and lawsuits. **Best bet, move the fence and move on.** Thanks, and have a wonderful day.

I'm always available.

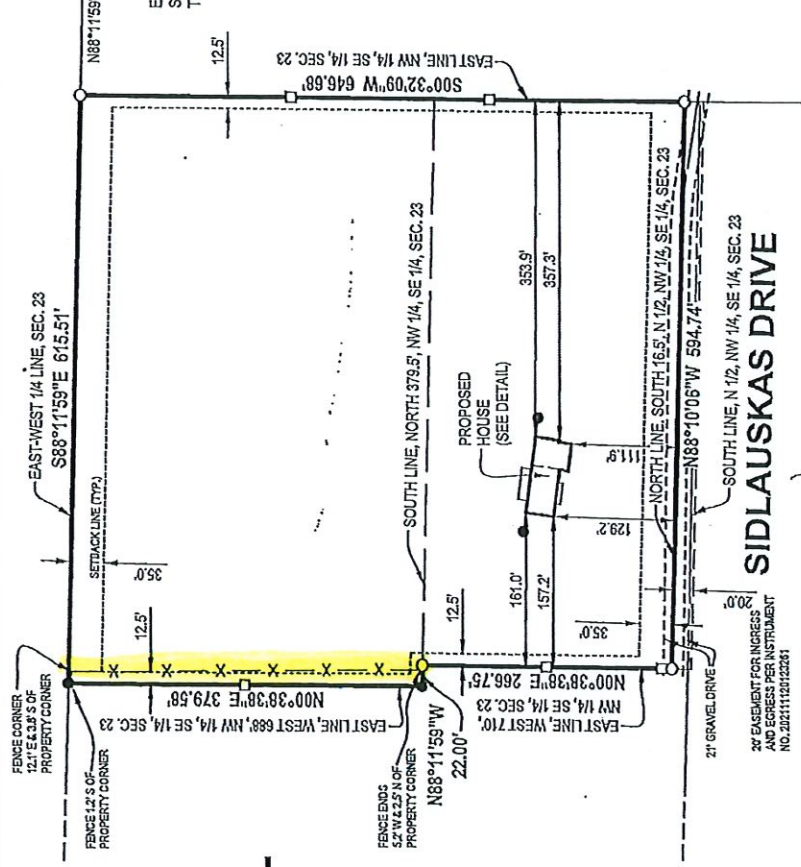
Respectfully,

Chris
Gower Professional Surveying, P.C.
616-430-1486
www.gowerpro.com



From: Dale Bergman <supervisor@spartatownship.org>
Sent: Wednesday, October 30, 2024 6:45 AM
To: gowerpro@comcast.net <gowerpro@comcast.net>
Subject: property line issue

Chris, Sorry for taking so long to get back with you. Please review the enclosed paperwork and get back to me via email or call me at 616-952-1441. Thank you. Dale



HOUSE DETAIL

SCALE: 1"=30'



By: *Scott A. Hendges*
Scott A. Hendges Licensed Professional Surveyor No. 1001047953

PARTIAL DESCRIPTION

That part of Section 23, Town 9 North, Range 12 West, Sparta Township, Kent County, Michigan, described as: The North 379.5 feet of the Northwest 1/4 of the Southeast 1/4, except the West 688 feet; also the North 1/2 of the Northwest 1/4 of the Southeast 1/4, except the South 16.5 feet and except the North 379.5 feet and except the West 710 feet of the remainder.
(See page 2 for complete description.)

NOTE: Care has been taken to meet proper setback requirements. However, municipal approval of the proposed location should be obtained prior to commencement of construction.
This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

LEGEND

- Iron-Found
- Iron-Set
- Set Wood Stake
- X — Fence
- Zoning Setback Line



NORTH

SCALE: 1" = 150' 0' 75' 150'

NEDERVELD
Midwest Properties of Michigan
John Hascher
950 Taylor Ave Suite 2303
Grand Haven, MI 49417
1097 Sidlauskas Dr NW
Grand Rapids
217 Grandville Ave., Suite 202
Grand Rapids, MI 49503
Phone: 616.575.5180
Fax: 616.575.5180
www.nederveld.com • 800.222.1658

DRAWN BY: VB	DATE: 08.23.24	PRJ #: 24401032.2
REV. BY: VB	REV. DATE: 08.30.24	1 OF 2
REV: Staked house for construction		

Dale Bergman

From: Cliff Turner
Sent: Friday, October 25, 2024 11:16 AM
To: Dale Bergman
Subject: FW: Parcel 41-05-23-401-017 Survey

Date:

FYI

CAT

Clifford A. Turner, Assessor; MMAO (4)
Sparta Township
160 Division St. E.
Sparta, MI 49345
616-887-8863 (Voice)
616-887-3823 (Facsimile)



SPARTA TOWNSHIP

160 E. Division St, Sparta MI 49345
(616) 887-8863 Fax (616) 887-3823
www.spartatownship.org

From: Henrickson,Jeffrey <jeff.henrickson@kentcountymi.gov>
Sent: Thursday, October 24, 2024 8:02 AM
To: Cliff Turner <assessor@spartatownship.org>
Subject: RE: Parcel 41-05-23-401-017 Survey

Cliff, I made some minute adjustments along that line and added the survey dimensions to the map. Otherwise, the property owners will have to rely on the surveyors stakes.

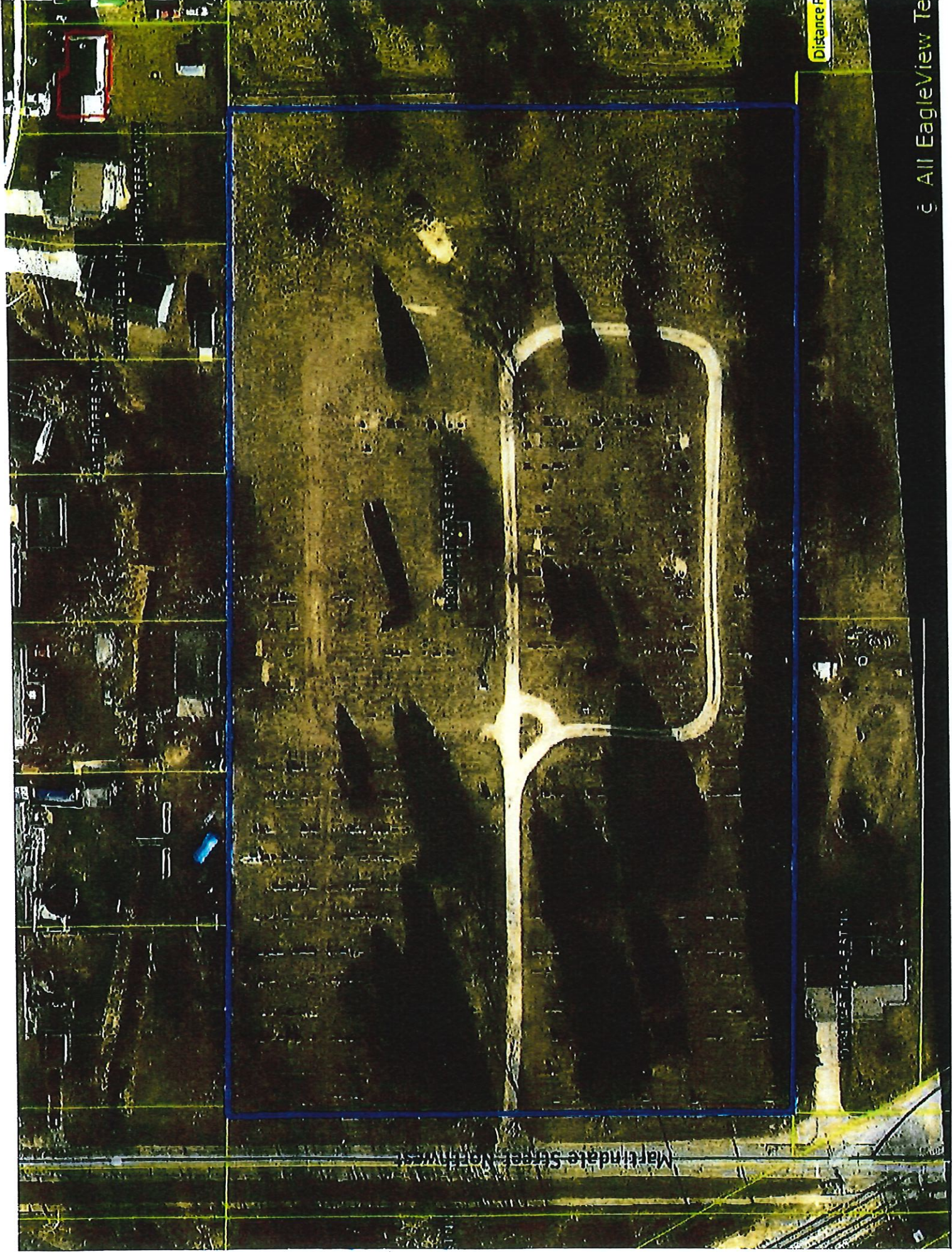
Thank you,

From: Cliff Turner <assessor@spartatownship.org>
Sent: Wednesday, October 23, 2024 5:23 PM
To: Henrickson,Jeffrey <jeff.henrickson@kentcountymi.gov>
Subject: Parcel 41-05-23-401-017 Survey

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

Hello Jeff:

I have a survey of this parcel. The Township owns the cemetery adjacent to the west. There is some contention of the joint boundary between those parcels. Can you review the maps and let me know that the accuracy is correct?



Distance R

© All EagleView Te

Martindale Street Northwest

Hoogerhyde Safe & Lock, Inc.

1033 Leonard NW
Grand Rapids, MI 49504
Phone: 616-458-6365
Fax: 616-458-2554

Proposal

Page # _____ of _____ Pages

CUSTOMER NAME: Sparta Twp	DATE: 9-25-25
STREET: 160 E Division	JOB NAME:
CITY, STATE, AND ZIP CODE: Sparta MI	JOB LOCATION:
ATTN: Marcy, Dale	SUBMITTED BY: John Fischer
PHONE:	FAX:

We Hereby Propose to Furnish:

Qty:	Description:	Each:	Net:
1	Grade 2 Entry lever	150	\$150.00
20	KEYS SARGENT LB	3	\$60.00
12	Locks rekeyed	15	\$180.00

Sales Tax:
Service Charge: \$100.00
Labor: \$100.00
Total: \$590.00

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL, including terms and conditions:

Date of Acceptance:

Authorized Signature: