

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

May 14th, 2026

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 – April 9th, 2026 and May 5, 2026
2. Treasurer's Report
3. Building Department Monthly Report

BUSINESS ITEMS

1. Approval of Bills
2. Employee Policy
3. Fence Quotes Fairplains Cemetery
4. Election Workers Wages
5. Historical Commissioners Re-Appointments
6. Roof Patch Up Quote
7. Lease Agreement with Sparta Historical Friends
8. Township Facebook Page

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

April 9th, 2026 - 7 p.m.

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

Also present: Sparta Library Director Merri-Jo Tuinstra, Village President Robert Whalen and Recording Secretary Sarah Fischer.

Absent: Treasurer Ashley Johnson

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:** Dale proposed correcting the date for the "Approval of Minutes from Last Month" item on the agenda, changing it from March 13, 2026, to March 12, 2026. The motion was made by Rob Steffens and seconded by Barb Johnson. It passed unanimously, with all members in favor.
4. **Public Comment on agenda items:** None.
5. **Approval of Minutes and Treasurer's Report:**
 - **Approval of Minutes of March 12th, 2026:** Motion to approve the Minutes by Bill Goodfellow, second by Barb Johnson. The motion passed unanimously, with all members in favor.
 - **Treasurer's Report:** Motion to approve the Treasurer's Report by Barb Johnson, second by Jason Bradford. The motion passed unanimously, with all members in favor.

Building Department Monthly Report: *Informational only.*

Business Items:

1. **Approval of Bills:** Motion by Rob Steffen with a second by Jason Bradford to approve the bills. The motion passed unanimously, with all members in favor.
2. **Accessory Dwelling Unit Regulations:** Bill Goodfellow moved to adopt the Accessory Dwelling Unit Regulations Ordinance, with support from Barb Johnson.

The regulations ordinance passed unanimously in a 6–0 roll call vote, with all board members voting in favor.

3. **Library Millage Renewal Ballot Proposal:** The board reviewed the renewal request, which had been previously approved by the Library Board. Following brief discussion, a motion was made by Jason Bradford and seconded by Marcy Savage to approve Resolution 26-02 to place the matter on the ballot. The resolution passed unanimously in a 6–0 roll call vote, with all board members voting in favor.
4. **Township Standards of Ethical Conduct:** The board discussed the possibility of creating a code of ethics or employee handbook. Bill Goodfellow offered to assist with drafting the document if needed, while Dale and Marcy noted that an insurance representative offered examples and helpful reports the board could use. The board agreed to review the information before making a decision and tabled the discussion until next month.
5. **Policy of Trailer Parks for Clean Up Days:** Trailer parks often have a significant number of personal belongings left behind after tenants move out. In the past, park employees would collect these items, along with additional items from community members, and bring them to Sparta Township Clean-Up Days. However, the Township is now charged per furniture item and has implemented limits per residence. The board reached a consensus that each household is allowed one large furniture item, and proof of residency must be provided, with the resident present at the time of drop-off.

OTHER INFORMATION:

- Dale Bergman reported a recent issue with the elevator following repairs completed by Kone. After an evaluation by Otis, they believe the problem was attributed to a power issue and not related to Kone’s prior work. Dale suggested requesting a follow-up service visit from Kone at no cost and the board agreed.
- Dale Bergman, the Township Supervisor provided a public statement clarifying his residency following questions raised at a previous board meeting. He confirmed that Sparta Township remains his primary residence, where he is a registered voter, receives mail, and stores personal belongings and farm equipment. He also explained that he and his wife recently purchased a condo in Rockford, which he uses periodically while working on renovations, but stated he will primarily be staying at his Sparta residence during the week. He further outlined his weekly township office hours, which are Monday 3:00 PM–5:00 PM, Tuesday 2:00 PM–5:00

PM, Wednesday 8:00 AM–12:00/noon, and Thursday 3:00 PM–5:00 PM. He also provided his cell phone contact information and expressed appreciation for the community’s continued support.

- The board read a statement from the township attorney regarding a lawsuit filed against the township and several board members. The statement noted that on March 16, 2026, the U.S. District Court dismissed all claims brought against Sparta Township and its officials by CD Member Sales LLC related to a proposed annexation of a 58-acre parcel. The court upheld the township’s position that the annexation was barred under an existing 2009 Act 425 agreement and also found that the claims against individual officials lacked standing. The township attorney confirmed the ruling through a 13-page court decision citing legal precedent supporting the dismissal.

PUBLIC COMMENT:

- Cody Kiber, a Cedar Springs native currently living in Grand Rapids and planning to move to Sparta, presented a proposal to develop a small gravity and downhill mountain bike park near 377 North State Street in Sparta. He explained that he and other local riders frequently travel out of state due to the lack of similar facilities in West Michigan, and he believes Sparta could benefit from creating a destination-style bike park that would attract riders and families while supporting local businesses.

ADJOURMENT: Motion to adjourn at 7:51PM by Rob Steffens, second by Marcy Savage. The motion passed unanimously, with all members in favor.

Submitted by: Sarah Fischer

Minutes of a Special Meeting of the
Sparta Township Board
160 E. Division - Sparta MI 49345
May 5, 2026

The meeting was called to order at 4:00 p.m. by Supervisor Dale Bergman.

The Pledge of Allegiance was recited.

Members Present: Dale Bergman, Marcy Savage, Bill Goodfellow, Rob Steffens, Ashley Johnson, and Jason Bradford

Members Absent: Barb Johnson

BUSINESS ITEMS:

1. Elevator Grant Approval

Savage informed the Board that she and Steffens met with Chad Coffman to discuss the possibility of applying for a CDBG grant to fund a major modification to the Township Elevator.

Steffens moved to commit to covering any project costs exceeding the \$100,000 requested in the grant, with the remaining estimated amount of \$32,622 to be paid from the General Fund. Bradford seconded the motion.

The motion passed unanimously, 6-0.

PUBLIC COMMENT

None

ADJOURNMENT

The meeting was adjourned at 4:12pm.

Respectfully submitted,
Marcy Savage, Sparta Township Clerk

Dale Bergman

From: Glotzbach, Dave <dglotzbach@tmhcc.com>
Sent: Tuesday, April 14, 2026 11:03 AM
To: Dale Bergman
Subject: MI Par Plan Risk Control Letter
Attachments: Employee Manual Sample - Employee Policy Handbook.docx; public risk permanent filem25mtp81380-06risk controlrisk control rec letter.pdf; HR_MUNI_Flyer_Par_Plan_Members.pdf; Discrimination&Harassment Policy Sample-All States.doc; Social Media Policy.docx

Dale,

Good speaking with you this morning, attached is the recommendation letter and a few of the resources we discussed on the phone. I do recommend utilizing your Township's access to HR Muni for additional Human resource needs, but I am available to assist you where I can.

Please don't hesitate to reach out if you have questions.

Best Regards,

Dave Glotzbach
Risk Control Field Representative
Tokio Marine HCC – Public Risk Group
dglotzbach@tmhcc.com
Mobile: 231-563-8980
tmhcc.com

A member of the Tokio Marine HCC group of companies. Tokio Marine HCC is the marketing name used to describe the affiliated companies under the common ownership of HCC Insurance Holdings, Inc. Tokio Marine HCC's products are underwritten by American Contractors Indemnity Company, HCC International Insurance Company P.L.C, HCC Life Insurance Company, HCC Specialty Insurance Company, Houston Casualty Company, Lloyd's Syndicate 4141, United States Surety Company and U.S. Specialty Insurance Company. For more information about Tokio Marine HCC, please visit www.tmhcc.com.

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Michigan Township Participating Plan

April 10, 2026

Marcy Savage, Clerk
Sparta Township
160 East Division St.
Sparta, Michigan 49345-1330

Dear Marcy Savage:

Thank you for taking the time to meet with me to discuss the operations of Sparta Township. This action allows the Risk Control Department to assist your organization and its services in identifying existing and potential liability exposures that may be present in day-to-day operations such as yours.

Upon review of the information gathered and discussed during our meeting, please allow me to offer the following comments and recommendations:

- **2026-04-02 - Contracted Services - Contracted Service Agreement(s)**
Core Profile V2 - CONTRACTED SERVICES

All contracts for services should be in the form of a written contract. It is highly recommended that your legal counsel review all contracts for optimal hold-harmless language designed to indemnify your municipality and provide maximum risk exposure mitigation as well as language requesting that certificates of insurance be provided listing your municipality as an additional insured. A sample contracted services agreement has been provided for your reference.

- **2026-04-03 - Personnel - Job Description(s)**
Core Profile V2 - PERSONNEL

Developing and implementing job descriptions outlining the duties and responsibilities for all positions is recommended. Job descriptions assist personnel in understanding the duties and expectations associated with their position and serves as a reference should an issue arise regarding employee performance, discipline, or termination.

- **2026-04-04 - Personnel - Concealed Carry Weapon Policy**
Core Profile V2 - PERSONNEL

It is strongly recommended that a concealed carry weapons policy, prohibiting the carry of concealed weapons as it pertains to the operation of entity business, be adopted. Detailed policies provide guidelines for employees and assist in minimizing liability exposure in the event of an employment related claim. Enclosed is a sample policy for your review and resource.

- **2026-04-08 - Property - Carbon Monoxide Detectors**

Core Profile V2 - PROPERTY LIABILITY

Carbon monoxide detectors should be installed in all entity owned buildings to provide awareness in cases of carbon monoxide build-up. Detectors should be installed, tested and maintained in accordance with state / local requirements and manufacturer's instructions. This action will help to reduce the potential for physical injury due to excessive carbon monoxide exposure.

- **2026-04-09 - Property - Documented Roof Inspection Program**

Core Profile V2 - PROPERTY LIABILITY

Recommend the entity implement a documented roof inspection program conducted by a licensed contractor every 1-2 years for roofs more than 20 years old, and every 5 years for roofs fewer than 20 years old on structures owned by the entity.

- **2026-04-10 - Property - Smoke Detectors**

Core Profile V2 - PROPERTY LIABILITY

Smoke detectors should be installed in all entity owned buildings to provide awareness in cases of smoke or fire. Detectors should be installed, tested and maintained in accordance with state / local requirements and manufacturer's instructions. This action will help to reduce the potential for physical injury or property damage due to a fire.

- **2026-04-12 - Property - Written Usage Agreement(s)**

Core Profile V2 - PROPERTY LIABILITY

It is recommended that a written rental or use agreement be developed and implemented between the township and the library properties. Such agreements help clarify liability, prevent misunderstandings, and define responsibilities.

The agreement should outline rules and regulations for property use, include a hold-harmless and indemnification clause that protects your entity, and requires signatures from both entities. A sample usage agreement is enclosed for your review and reference.

- **2026-04-01 - Cemetery - Public Water Sources**

Cemeteries V2 - CEMETERIES

It is recommended that water sources located at Meyers cemetery, that is not connected to a municipal water system, have signage stating the water isn't safe for human consumption.

- **2026-04-11 - Joint Operation(s) - Written Agreement**

Joint Operation/Authority/Task Force - Joint Operations / Authority / Task Force

It is recommended the joint operation agreement for fire services be reviewed, now that the Sparta Area Fire Department has been established as an Authority. Once the entities determine and approve an agreement it should be updated every 1-3 years to ensure that the same terms and conditions are appropriate for the current arrangement. Regular reviews of the agreements can assist on reducing future claims and liabilities.

- **2026-04-05 - Park - Ordinance**
Parks and Recreation - PARKS & RECREATION

A park ordinance provides the authority behind the rules, regulations and operations of the parks. As the township retains ownership of the Sparta Sports Park property, it is recommended that a park ordinance be adopted and then reviewed at least once every five years to ensure that it addresses current policies and operations. A sample park ordinance has been provided for your reference.

- **2026-04-06 - Park - Signage**
Parks and Recreation - PARKS & RECREATION

Appropriate signage identifying park rules and hours of operation should be installed. The signage shall reference the applicable park ordinance by title and ordinance number.

- **2026-04-07 - Property - Written Usage Agreement(s)**
Parks and Recreation - PARKS & RECREATION

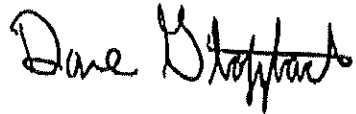
It is recommended that a written rental or use agreement be developed and implemented for all entity-owned and insured properties. Such agreements help clarify liability, prevent misunderstandings, and define responsibilities.

The agreement should outline rules and regulations for property use, include a hold-harmless and indemnification clause that protects both the township and the Sparta Recreation Authority, and requires signatures from all users of the facilities. A sample usage agreement is enclosed for your review and reference.

In the event you need additional resource material or assistance regarding this recommendation, please contact me or the Risk Control Department.

Thank you and we look forward to a continued, good working relationship with you and Sparta Township.

Regards,

A handwritten signature in black ink that reads "Dave Glotzbach". The signature is written in a cursive style with a large, stylized "D" and "G".

Dave Glotzbach
Risk Control Field Representative
Michigan Township Participating Plan

Cc: Berends Hendricks Stuit Insurance Agency, Inc.
Anthony Gordon, Underwriter

Encl: Roof Maintenance Information
Sample CPL Policy
Sample Independent Contractor Agreement
Sample Park Ordinance
Sample Property Use-Rental Agreement



Human Resources Risk Management Services for Public Entities

Spend Less Time on HR Compliance While Reducing Risk

HR MUNI™ is provided free of charge to all Michigan Township Participating Plan members.

HR MUNI Risk Management Services

Unlimited HR Advice by Telephone / Email

Reduce employment lawsuits with real-time advice from experienced HR professionals and/or employment attorneys.*

Training for Managers and Employees

Limit sexual harassment and discrimination claims with interactive, online training courses.

Toll-Free Employee Complaint Hotline

Encourage early reporting of employee concerns to a third party for crucial advance notice of claims that may be avoided.

Public Sector Employment Law Updates & Webinars

Stay abreast of employment law changes with email updates and periodic webinars.

Online Knowledge Center

Easily access online resources (24/7) developed by employment attorneys and HR professionals* including:

- **Sample workplace policies** to help prevent the most significant workplace claims.
- **Step-by-step guidance** to respond to and handle human resources issues.
- **Red flags** to trigger further action/investigation before employee discipline or termination.

Proactive Onboarding

Each client receives an introductory email and phone call about these risk control services from a member of the HR MUNI risk management team.*

Login to hrmuni.com

On your **first** visit to hrmuni.com:

1. Click Register.
2. Enter the information in the required fields. Your Sign-Up Code is your current policy number.
Do not include spaces, dashes or hyphens when entering your policy number. If you need assistance obtaining your sign-up code, please contact the HR MUNI program at 800-387-4468 or email: hradvice-pe@eplaceinc.com.
3. Click Submit.
4. On the next page, read the Terms of Service and indicate your acceptance by clicking: I Accept.

On your **next** visit to hrmuni.com:

1. Enter your email address and password. If you do not remember your password, click "Forgot my password" and a new password will be sent via email.
2. Click Submit.

For all assistance or questions about HR MUNI, call 800-387-4468 or email:

hradvice-pe@eplaceinc.com

For all other risk control assistance, contact TMHCC Risk Control at 800-878-9878.

hrmuni.com

The Michigan Township Participating Plan is administered by Tokio Marine HCC – Public Risk Group.

*HR MUNI is powered by ePlace Solutions, Inc. All services and resources are provided by ePlace Solutions, Inc. human resource professionals and employment attorneys.

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Election Worker Wages

Current	Requesting
Election Inspector - \$15.00 an hour	Hourly wage to go to \$16.00
Chairperson - \$15.00 and hour and additional \$50.00 for election day	Hourly to \$16.00
Early Voting Chairperson - \$15.00 and hour and additional \$30.00 a day	Hourly to \$16.00
Lunch and Dinner relief / total of 4 hours - \$75.00 a day	\$80.00 a day

TOWNSHIP OF SPARTA
ORDINANCE NO. 02-05

AN ORDINANCE TO AMEND ORDINANCE
NO. 3-91 (HISTORICAL COMMISSION)

Section 1. Amendment of Section 3 of Ordinance No. 3-91.

Section 3 [2.003] of the "Historical Commission Ordinance" (Ordinance No. 3-91, effective March 19, 1991), is amended in its entirety as follows:

2.003 Appointment.

Sec. 3.

(a) The Commission shall be composed of nine members, a majority of whom shall be residents of Sparta Township. All members shall be appointed by a majority vote of the Township Board to a three-year term (except as provided in subsection (b) below). In the event there shall be a vacancy of any unexpired term, the Township Board shall appoint a member to fill that vacancy for the unexpired term. A member shall serve until a successor is appointed. Other individuals having an interest in historical work, upon approval of the Commission, may participate by contributing their services to the Historical Commission. They will be known as "Friends of the Historical Commission" and considered as associate members. Associate members have no voting rights.

(b) In order to increase the number of Historical Commission members from five to nine pursuant to subsection (a) of this Ordinance, the Township Board shall appoint four additional Historical Commission members. Of the four members so appointed, two shall be appointed to a term of three years, one shall be appointed for a term of two years, and one shall be appointed for a term of one year. Thereafter, all terms shall be three years as provided in subsection (a).

Section 2. Amendment of Section 8 of Ordinance No. 3-91.

Section 8 [2.008] of the "Historical Commission Ordinance" (Ordinance No. 3-91, effective March 19, 1991), is amended in its entirety as follows:

2.008 Meetings.

Sec. 8. The Commission shall meet at least once every month at such time as determined by the Commission. Special meetings may be called by the Chairman or any two members of the Commission. Notification of a special meeting of the Commission must be made to all members a minimum of 18 hours prior to the meeting. A quorum of five members shall be necessary to convene a regular or special meeting for conducting all business of the Commission. All meetings are open to the public and conducted in accordance with the State Open Meetings Act and notice of all meetings of the Commission or sub-committees shall be given as provided by State Law.

Section 3. Full Force and Effect.

Ordinance No. 3-91, effective March 19, 1991, shall continue in full force and effect as amended herein.

Section 4. Severability.

The various parts, sections, and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 5. Effective Date.

This Ordinance shall become effective thirty (30) days after publication in a newspaper of general circulation in the Township.

A copy of the foregoing Ordinance may be purchased or inspected any weekday from 9:00 a.m. to 5:00 p.m. at the Sparta Township Hall, 160 East Division Street, Sparta, Michigan 49345.



ROOF REPAIR ESTIMATE

SEP 16, 2025

SPARTA TOWNSHIP

160 E Division St
Sparta, MI
49345
(616) 952-1441

pat@Irishroofs.com



INTRODUCTION

Hi Sparta,

Why Irish? We're Craftsmen, Not Contractors.

At Irish Roofing, we are craftsmen, not contractors. Our craft is roofing and exteriors, and we are proud to offer high-quality workmanship for every home. With our experience, knowledge and skillful workforce, we aim to help families and local businesses build strong structures and make smart investments for years to come.

The following estimate is for:

1. Removal and disposal of old materials
2. Supply and installation of new materials
3. Clean up of entire work area (all nails and other materials)

Once the job is complete, we will perform a thorough inspection of your project to make sure we did everything correctly and up to our strict standards and the site is spotless.

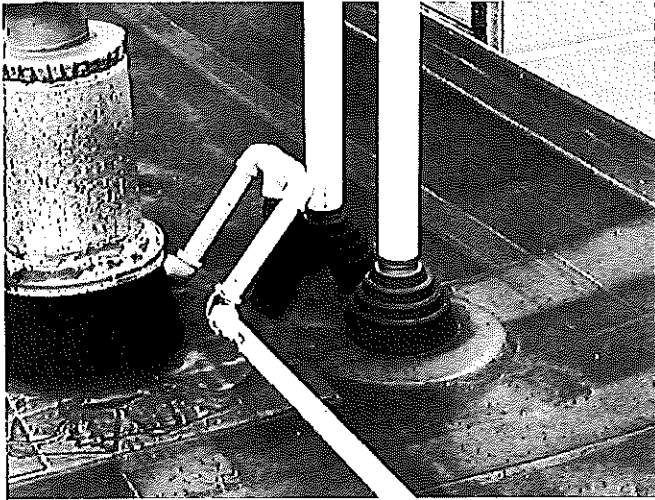
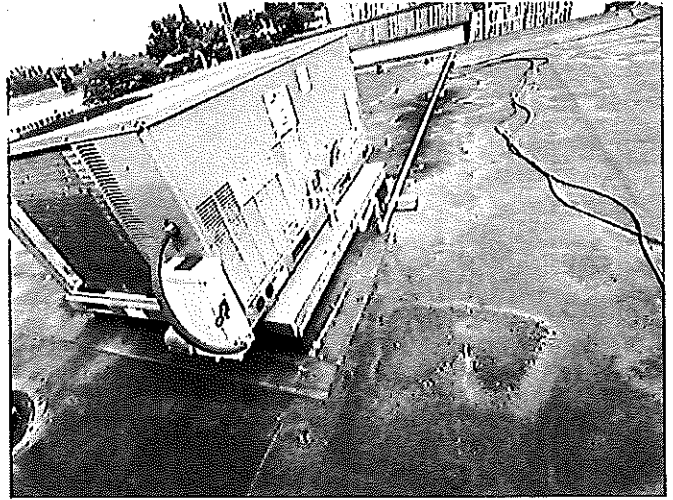
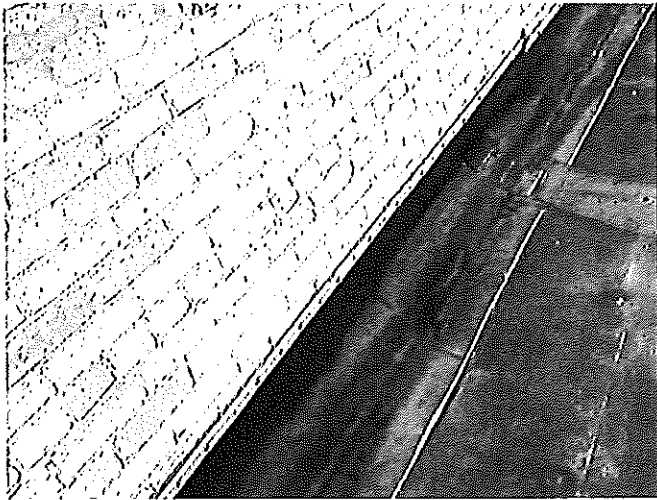
If you have any questions, please give me a call. We always want to provide the best value to our clients.

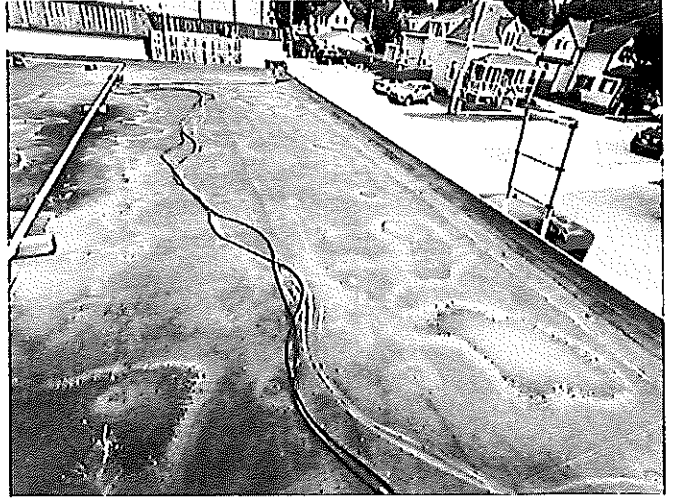
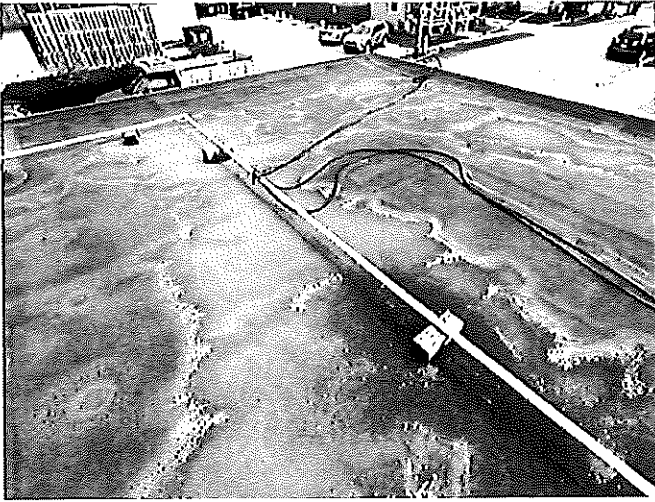
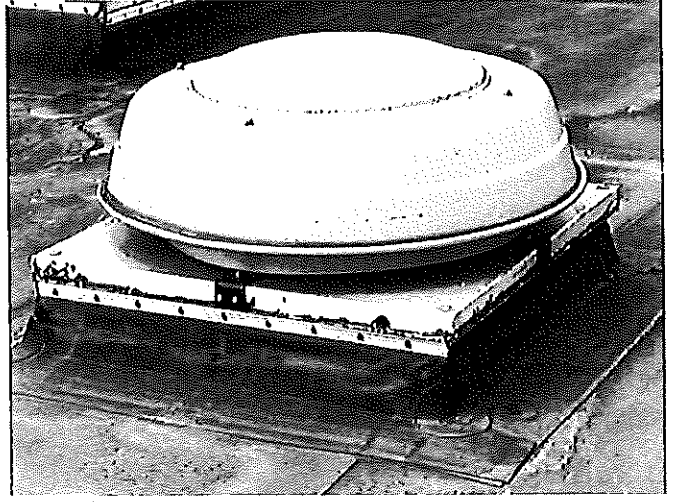
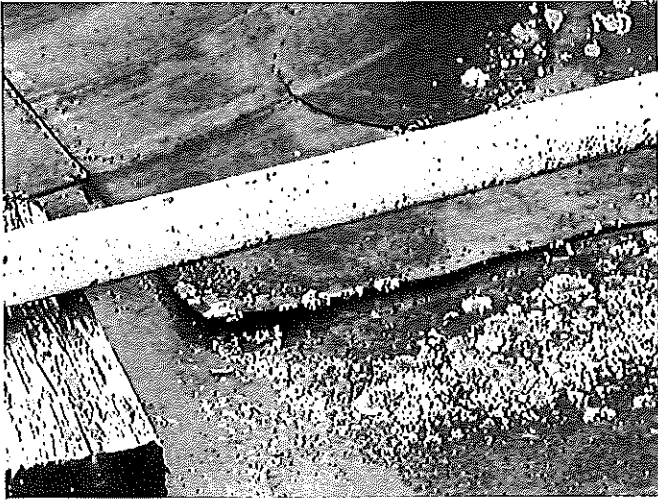
Kind regards,

Kind regards,
Patrick Hendricks
pat@irishroofs.com



INSPECTION





ESTIMATE DETAILS

Description	Qty	Unit price	Line total
House - Roof Repair			
*Roof Partial-Repair	1	\$3,800.00	\$3,800.00
*Roof Partial- repair to EPDM around HVAC unit. Cut and release EPDM around HVAC and install new with reinforced corners and term bars on sides of unit. Wall area to the west seal off along the term bars.			
*Other	1	\$300.00	\$300.00
Dump			
		Estimate subtotal	\$4,100.00
		Total	\$4,100.00

SIGNING & UPGRADES

Estimate Details

\$4,100.00

Name: Sparta Township

Address: 160 E Division St, Sparta, MI

Customer Comments / Notes

Sparta Township:

Date:

Payment due in full upon completion.

TERMS & CONDITIONS

Conflict

In the event of any ambiguity or discrepancy between the terms and conditions set forth below and the Description of Services on the front of this Contract, it is intended that the Description of Services shall prevail.

Agreed Price

The full amount of all monies as specified above does not include any extras such as carpentry repairs or any other repairs not specified in this Agreement or not covered by the Agreed Price that are necessary to complete the Work as required by local building codes or to cosmetically satisfy Owner. Owner shall pay Contractor \$55/sheet for any rotted, unsound or deficient decking / OSB that must be replaced and is not covered by the insurer.

Warranty

Unless a different period of time is set forth in the Description of Services, Contractor warrants against defective, faulty, or improper workmanship for five years (5) years from the Substantial Completion Date. Product warranties are as provided by the manufacturer. In the event of a warranty claim, Contractor reserves the right to substitute materials of equal or better quality. Owner understands that Contractor may make available to Owner additional product and labor warranties beyond the scope of five (5) years offered in connection with this Contract. If Contractor is not paid in full in accordance with this Agreement, all warranties are null and void. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, IRISH MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Late Payment

If invoice is not paid when due, Owner agrees to pay a late fee of 1% per month on past due balance.

Breach

In the event that Owner breaches any of the terms and/or conditions of this Contract, Contractor may recover any damages for the breach thereof and all remedies in its favor existing at law, including, but not limited to, costs incurred by the Contractor for measuring, ordering, manufacturing, purchasing and administering the procurement of the goods and services identified in this Contract.

Contractor's Right to Cancel

In the event that Contractor determines that this Contract cannot be performed as intended by the parties due, for example, to incorrect pricing, unforeseen structural defects, or pre-existing conditions to Owners' property, Contractor may cancel this Contract within sixty (60) days of its execution, notify Owner of such cancellation in writing and return all monies paid by Owner.

No Set-Offs or Retentions

Upon Substantial Completion of Contractor's work (the "Substantial Completion Date") under this Contract, Owner shall pay all amounts due under this Contract without any right of set-off or retention. Substantial Completion is defined as the stage in the progress of the work where the work is sufficiently complete in accordance with this Contract so that the Owner(s) can occupy or utilize the work described in the Description of Services for its intended use.

Limitation of Liability

Contractor shall not be liable for damages of any kind which result from any circumstance beyond the control of the Contractor. Contractor's liability to Owner for damages of any kind due to breach of this Contract, warranty, error, omission, or tort, shall be limited to the direct and actual damages, not to exceed the fees paid to Contractor under this Contract. Contractor must use minimum 1 inch nails to secure shingles and is not responsible for any damage for nail damage where minimum length nails are used. Additionally, Contractor is not liable for damage from ice dams.

NOTWITHSTANDING ANY PROVISION HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGE, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS, LOST REIMBURSEMENTS, OR LOST SAVINGS) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. This provision shall survive termination of this contract.

Owner Representations and Responsibilities

In addition to making timely payment to Contractor according to the terms and conditions of this Contract, Owner represents and warrants that (a) Owner owns the premises where the services are being provided by Contractor; (b) Owner will provide Contractor with unrestricted access to the premises at all reasonable times when required; (c) Owner will protect all items of value or concern as the Contractor will not be liable for damaged items in the work areas, including but limited to items left under exposed roof areas that are damaged; and (d) Owner is responsible to submit any required forms and obtain approval from any homeowner's or other voluntary association for the work to be done. Owner agrees that Contractor has a right to cure any defect in any work performed under this Agreement.

Contractor's Responsibility

Contractor shall obtain any necessary permits and provide the Owner with a certificate of occupancy, if required. Contractor accepts no responsibility for and is not responsible for remedying any damage resulting from structural or other defects in the Property at which work is performed under this Contract. Contractor is not responsible for any damage that results from removing or installing materials, including deformation of structural components. Owner acknowledges that Contractor's products do not correct or cure pre-existing problems. Contractor shall not be responsible for (a) any damages arising in whole or in part from any causes beyond control of Contractor; (b) any damages including without limitation, lost profits, or reduction in value of the premises, arising from Contractor's delay in performing under this Contract or due to its breach of this Contract; and (c) unintentional damage to property beyond the scope of that involved with the Description of Services, it being understood that Owner is responsible at its own cost for all protection of such items prior to commencement of any work.

Mold and Related Matters

Owner agrees to defend, indemnify and hold Contractor and its employees, agents, and vendors harmless from any claims as to the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products, or other hazardous substances inside or outside of the property at which work is performed. Contractor does not provide mold testing or remediation services.

Lien Rights

In the event that Owner does not pay Contractor any of the money owed when it is due, Contractor may have a claim against Owner that may be enforced against owner's property in accordance with applicable lien laws.

Registration Notice

Contractor hereby provides notification that: (1) a residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412; (2) an electrician is required to be licensed under article 7 of the skilled trades regulation act, MCL 339.5701 to 339.5739; (3) a plumbing contractor is required to be licensed under article 11 of the skilled trades regulation act, MCL 339.6101 to 339.6133; and (4) a mechanical contractor is required to be licensed under article 8 of the skilled trades regulation act, MCL 339.5801 to 339.5819. Contractor further provides notification that it has obtained the applicable license in accordance with the foregoing and such license number is reflected on the front of this Contract.

Miscellaneous

No waiver of any breach of this Contract shall be construed as a waiver of any prior, concurrent, or subsequent breach hereof. This Contract is to be governed by the laws of the state in which it is performed, except as may be preempted by federal law. Any part of this Contract contrary to the law of this state shall not invalidate other parts of this Contract. Other than as permitted herein or as permitted by applicable law, this Agreement cannot be cancelled or amended without written mutual agreement of both parties. If a provision of this Contract is held to be invalid or unenforceable, this Contract shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.

Dispute Resolution

The venue and jurisdiction for any dispute that arises under or is related to this Contract shall be decided by a court of competent jurisdiction in the county or United States District Court where the work under this contract was performed, provided such court has subject matter jurisdiction. If Contractor prevails in any action to enforce this

Contract, Contractor shall be entitled to recover all costs and expenses associated with such enforcement from Owner, including attorney fees. In no event shall Owner recover attorney fees for Contractor's breach of this Contract.

Cancellation Notice

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods at the Contractor's expense and risk. If you do make the goods available to the Contractor and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to the Contractor at 6640 21th St. SE, Suite 2, Grand Rapids, MI 49546, no later than three business days from the above transaction date.

I hereby cancel this transaction.

Date _____

Date of Transaction _____

Owner Signature _____

Owner Signature _____

LEASE AGREEMENT

BETWEEN
SPARTA HISTORICAL FRIENDS
AND
SPARTA TOWNSHIP

This Agreement (“Lease”) is made this ____ day of _____, 202____, (“Effective Date”) by and between the Sparta Historical Friends, a Michigan nonprofit organization, whose mailing address is P.O. Box 163, Sparta, Michigan, 49345 (“Landlord”), and Sparta Township, a Michigan general law township, whose address is 160 E. Division Street, Sparta, Michigan 49345 (“Tenant”) as follows:

1. Lease, Leased Premises, & Use of Leased Premises. Landlord leases to Tenant on the terms and conditions of this Lease portions of the Sparta Civic Center located at 75 N. Union Street, NW, Sparta, Michigan, 49345, as more particularly described as:

1. An area of the Civic Center formerly leased to the American Legion and currently leased to the Sparta Township, presently used as a veteran’s museum (“Area 1”).
2. An area of the Civic Center formerly leased to City Church Sparta and currently leased to the Sparta Township as of March 1, 2026, for use as a museum for Sparta history (“Area 2”).

Landlord further grants to Tenant the non-exclusive license to use of parking areas and sidewalks. Tenant shall abide by any reasonable regulations or rules that Landlord may establish, from time to time of these areas. Tenant shall use the Leased Premises only for the operation of the Sparta Township Historical Commission and related functions, but no other use.

2. Landlord’s Right to Use the Civic Center. If Landlord rents out or otherwise utilizes the Civic Center, Tenant shall avoid holding any events open to the general public in the Leased Premises during the time of the Landlord’s use of or rental of the Civic Center without the prior written permission of the Sparta Historical Friends. Further, if Landlord rents or otherwise utilizes the Civic Center, Tenant shall make no use whatsoever of the parking and sidewalk areas without the prior written permission of the Sparta Historical Friends.

3. Term & Termination Without Cause

- a. *Term.* Although Tenant has possession of Areas 1 and 2, the “Term” (length of this Lease) will commence on the Effective Date and last until 5:00 PM on the last day of a one-year period following the Effective Date. The Term will automatically

extend for successive one-year periods until terminated pursuant to this Lease or by operation of law.

- b. *Termination Without Cause.* Either Landlord or Tenant may terminate this Lease at any time, for any reason, upon no less than ninety (90) calendar days prior written notice to the other party.

4. Rent. Tenant shall pay Landlord rent, due the first of each month, as follows: the amount of one hundred dollars (\$100) per month for Area 1; and, the amount of three hundred dollars (\$300) per month for Area 2. Tenant is also responsible for all utilities associated with Area 2, the billing for which is to be in the name of Tenant and addressed to Tenant. Tenant may have the option of paying rent on an annual basis, in which case a refund, less costs described in this Lease, will be afforded Tenant if the Lease terminates.

5. Tenant's Responsibilities

a. *Personal Property of Tenant.* Tenant shall bear all risk of loss for personal property, equipment, or trade fixtures kept or stored in the Lease Premises, and Tenant shall procure insurance coverage in amounts reasonably deemed adequate by Tenant to fully insure such personal property.

b. *Liability Insurance.* Tenant shall obtain and maintain during the Term, at its own cost, general liability insurance applicable to the use and occupancy of the Leased Premises. Such insurance must have a minimum coverage of one million dollars (\$1,000,000) per occurrence and be written to apply to all bodily injury, property damage, and personal injury losses, and must be endorsed to name Landlord as an additional insured. Upon the request of Landlord, Tenant shall promptly provide Landlord with written proof of the aforementioned insurance coverage.

c. *Condition of Leased Premises.* Tenant shall, at its sole expense, provide all janitorial services to maintain the Leased Premises to broom clean condition neat and free of all dirt, debris, trash, and similar refuse. Such custodial services shall include cleaning and vacuuming floors, cleaning walls, windows, and bathrooms, dusting as needed, removing wastepaper and waste materials, emptying waste baskets, replacing light bulbs, and similar janitorial functions.

d. *Utilities.* If any utilities are separately metered, Tenant shall promptly place those utilities in Tenant's name with respect to the utility billing.

6. Alterations. Tenant shall not make any alterations, improvements, or permanent physical changes to the Leased Premises without the prior written permission of Landlord, which may be withheld or conditioned in Landlord's discretion. Landlord shall have no obligation to make any alterations, improvements, or additions to the Leased Premises. All right, title, and interest of Tenant to any alterations, improvements, additions, or other physical changes made by Tenant to the Leased Premises, except for trade fixtures and removable equipment, shall be surrendered with the Leased Premises upon termination of this Lease, without cost or expense to Landlord.

7. Default, Termination, & Premises Upon Termination

a. *Tenant Default & Termination.* If Tenant violates or fails to perform any of the terms or covenants of this Lease, and such violation or failure is either not cured within thirty (30) days after written notice from Landlord, or occurs three (3) or more times in a one (1) year period even if cured; or if Tenant vacates or abandons the Leased Premises during the term of this Lease, it will constitute a default.

Upon a default, Landlord may, in addition to pursuing all other rights and remedies provided by law or in equity:

- i. Commence a cure of Tenant's default, in which case Tenant shall upon demand pay all costs and expense incurred by Landlord in curing Tenant's default;
- ii. Terminate the Lease and repossess the Leased Premises, without demand or notice of any kind to Tenant, in which case Landlord may re-let all or any part of the Leased Premises;
- iii. Obtain specific performance of Tenant's obligations.

b. *Landlord Default & Termination.* If Landlord shall breach or fail to perform any of the promises and agreements in this Lease and such failure is not cured within sixty (60) days after written notice from Tenant, Tenant may commence such performance at Landlord's cost and expense or terminate this Lease.

c. *Leased Premises Upon Termination.* Upon termination or expiration of this Lease for any reason, Tenant shall restore the Leased Premises to the condition existing as of the Effective Date, except for alterations, improvements, additions or other physical changes approved under Section 6 and except for reasonable wear and tear, remove all its personal property, removeable equipment and trade fixtures from the Leased Premises, and repair any damage caused by such removal. If Tenant fails to restore the Leased Premises in full compliances with this Section 7(c), Landlord may restore the Leased Premises at Tenant's expense. If Tenant fails to remove any personal property, removable equipment or trade fixtures from the Leased Premises in full compliance with this Section 7(c), said personal property, removable equipment or trade fixtures become the property of Landlord with no right of Tenant for reimbursement or setoff.

8. Right of Entry. Landlord shall have the right to enter the Leased Premises at any time for the purpose of inspecting the same, preventing waste, loss, or destruction, enforcing any of its rights or powers under this Lease, or making any repairs or otherwise performing its obligations under this Lease. Whenever possible, Landlord shall give Tenant prior notice of entry. If in the case of emergency, Tenant is not present to open or permit an entry into the Leased Premises, Landlord or Landlord's agent may enter the Leased Premises by master key if necessary for the protection of life or property, forcibly.

9. No Third-Party Beneficiaries; Non-Assignment. This Lease is for the sole benefit of the parties hereto, and nothing in this Lease, expressed or implied, is intended to or shall confer on any other person or entity, any legal or equitable right, benefit, or remedy of any

nature whatsoever under or by reason of this Lease. Tenant shall not assign, delegate, pledge, hypothecate, or sublease this Lease, or any portion thereof.

10. Indemnity. To the extent permitted by law, Tenant will indemnify, hold-harmless, and defend the Landlord, its agents, employees, and/or officers against all claims for bodily injury or property damage arising out of or relating to the Leased Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to:

- a. The condition of the Leased Premises;
- b. The use or misuse of the Leased Premises by Tenant, or its agents, contractors, or invitees;
- c. Any event on the Leased Premises, whatever the cause.

Landlord shall have the right to select the attorney of its choosing. If applicable, nothing herein shall be construed or interpreted as a waiver of Landlord's right to rely on a defense of governmental immunity in response to any claim hereunder, to the full extent permitted by law. The provisions of this Section 10 shall survive termination or expiration of this Lease.

11. Waivers. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

12. Notice. Any notice permitted or required under this Lease must be in writing, addressed to the applicable party at its last known mailing address, and may be made by personal delivery, USPS First Class mail, USPS Priority mail, or USPS Certified mail. Personal delivery is effective when made. Notice via mail will be deemed effective upon delivery, or three (3) calendar days from the date of mailing, whichever is earlier. Any defect in notice is curable by providing actual notice. Notice shall only be sent to the respective party's address as provided herein.

13. Holdover. If Tenant does not vacate the Leased Premises at the end of the Term, such holding over shall constitute a month-to-month tenancy. Tenant shall then pay rent in the amount of twenty dollars (\$20) per day for each day until Tenant vacates the Leased Premises and complies with Section 7(c) of this Lease, or one hundred twenty (120) days after the effective date of termination, whichever is earlier. If Tenant fails to vacate the Leased Premises for any period longer than one hundred twenty (120) days after the effective date of termination, Tenant shall be obligated to pay rent in the amount of thirty dollars (\$30) per day until Tenant vacates the Leased Premises and complies with Section 7(c) of this Lease. Further, if Tenant fails to vacate the Premises for any period longer than three hundred sixty-five (365) days after the effective date of termination, Tenant shall be obligated to pay rent in the amount of fifty dollars (\$50) per day until Tenant vacates the premises and complies with Section 7(c) of this Lease.

14. **Enforcement.** The parties shall have all remedies provided by law or equity in the interpretation, enforcement, or defense of this Lease.

15. **Construction and Venue.** This Lease shall be construed in accordance with the laws of the State of Michigan. The venue for all disputes arising under this Lease shall be brought in Kent County, Michigan. This Lease has been negotiated at arm's length and carefully reviewed by both parties; therefore, this Lease should not be construed against either party.

16. **Time of Essence.** Time shall be deemed of the essence in the performance of this Lease.

17. **Merger.** This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises or any other matter in any way related to the Premises or this Lease, except as expressly set forth in this Lease. No rights, covenants, easements, or licenses may arise by implication.

18. **Interpretation.** The word "include" or "including" used in this Lease shall be interpreted to be non-exhaustive and deemed to include the phrase "but not limited to" where used.

19. **Amendment.** This Lease may not be amended or modified except by a written instrument executed by Landlord and Tenant.

Landlord: Sparta Historical Friends

By: Larry Carter, Its President

Date

Tenant: Sparta Township

By: Dale Bergman, Its Supervisor

Date

By: Marcy Savage, Its Clerk

Date

This Policy is a Sample Policy only. It should be tailored to meet the specific needs of your entity and should be reviewed by Legal Counsel before implementation.

SOCIAL MEDIA POLICY

[Municipality Name]

I. PURPOSE

To prohibit the inappropriate use of electronic communication systems, media imaging systems, networks, devices, and equipment and dissemination of inappropriate information, images, recordings, photographs or other materials by municipal personnel. This includes the use of social media. Social media is broadly defined as internet-based communications technology that provides immediacy, interactivity and the sharing of information across multiple platforms.

The municipality allows the use of social media, where appropriate, to further the goals and missions of the municipality. However, the municipality has an overriding interest and expectation in deciding what is "spoken" on behalf of the municipality through social media. This policy establishes guidelines for the use of social media by municipal Employees.

II. APPLICABILITY

This policy applies to all municipal Employees and approved volunteers, consultants, service providers and contractors performing business on behalf of municipal ("Employees").

III. POLICY

It is the policy of the municipality that all individuals identified in paragraph II abide by the policy set forth herein when using municipal information systems, which are defined as: computers and the services of both internal and external databases and information exchange networks, the internet, email, voice mail, mobile data terminals, facsimile machines, mobile telephones, lap top computers and social media ("Information Systems").

Communications sent by email may be subject to disclosure under the Freedom of Information Act or in litigation. No Employee shall have any expectation of privacy with regard to any information transmitted or stored on the municipality's Information Systems.

IV. PROCEDURE

- A. Transmission of electronic messages and information on communications media provided for Employees of the municipality shall be treated with the same degree of propriety, professionalism and confidentiality as official written correspondence or public records.
- B. The municipality encourages authorized and trained personnel with access to municipal Information Systems to utilize these devices whenever necessary. However, all Information Systems are the property of the municipality and use of any of these Information Systems is a privilege that is subject to revocation. Information Systems are intended for use in conducting official municipal business with limited exceptions noted in this policy
- C. Employees are advised that they do not maintain any right to privacy or ownership in Information Systems equipment or its contents or to include or install personally owned software.
- D. The municipality's administration reserves the right to access any of the records within the Information Systems at any time and to retain or dispose of those records as it deems necessary and appropriate, and may require employees to provide passwords to files that have been encrypted or password protected.
- E. The municipality reserves the right to access, for quality control purposes and/or for violations of this policy, data, electronic and voice transmissions of Employees conducting business in the municipality.
- F. Personal and/or private use of municipal Information Systems to access social media sites is prohibited.
- G. Accessing or transmitting materials from municipal Information Systems that involve the use of obscene language, images, jokes, sexually explicit materials, or messages that disparage or threaten the municipality, any person, group, or classification of individuals is prohibited regardless of whether the recipient has consented to or requested such materials.

[This section applies to Law Enforcement Agencies if applicable]

Exception: Employees involved in criminal investigations, during the performance of their official duties, may be requested to receive, copy, download, or transmit sexually explicit or other materials normally not allowed. Anyone requiring such authorization will request, in writing, permission from the Employee's supervisor prior to beginning to receive, copy, download or transmit this material.

- H. Confidential, proprietary or sensitive information may be disseminated or made available through shared directories or networked systems only to individuals

with a need and a right to know and when there is sufficient assurance that appropriate security of such information will be maintained. The dissemination of confidential, proprietary or sensitive information, including photographs, on social media sites or personal web pages is prohibited.

- I. Employees shall not post photographs of their co-workers or any member of the general public on their personal social media sites.
- J. No Employee shall access or allow others to access any file or database of the municipality unless that person has a need and a right to such information. Personal identification and access codes shall not be revealed to any unauthorized source.
- K. Employees are not to open email messages unless they are certain of the trustworthiness of the source.
- L. Employees may not utilize email messages as a secure and confidential means of communication since subsequent direction of the message cannot be controlled.
- M. Employees may not knowingly accept messages with inappropriate content as described in the policy and will immediately report it to their supervisor and then completely delete any such message inadvertently received when directed to do so.
- N. Creating a web site or social media page that has any appearance of officially representing the municipality is prohibited without the express written approval of the Municipal Board or designee. Any information added to the official municipal web page(s) or site(s) must have the written approval of the Municipal Board or designee prior to being accessible by the general public.
- O. Using images of any official municipal logo, patch, badge or sign on personal web pages is prohibited without the express written approval of the Municipal Board or designee.
- P. Employees shall not utilize Information Systems to spoof, masquerade or assume any identity or credentials of another individual.
- Q. The use of social media shall conform to all municipal policies prohibiting discrimination, retaliation and harassment of co-workers.
- R. Employees shall not identify themselves or any co-worker specifically, or otherwise infer in any way that they are an employee of the municipality or any

personal social media site, unless explicitly granted permission by the Municipal Board or designee.

V. DISCIPLINE

Any violation of this policy may result in disciplinary action up to and including termination.

This policy, as presented by the Michigan Township Participating Plan, is intended as general guidelines for members of the Michigan Township Participating Plan Program. This policy should not be construed as legal advice. The viewer or reader of the material should consult legal counsel to review the information presented before implementation of any policy or procedures.

Sparta Township Facebook Policy

Purpose

This policy establishes official operational rules for the Sparta Township Facebook page. It ensures consistent, accurate, and secure communication with the public.

Pre-Post Approval Process

- **Mandatory Initiation:** Every Facebook post must be initiated and drafted exclusively by the **Clerk's office (Clerk or Deputy Clerk)** or the **Treasurer's office (Treasurer or Deputy Treasurer)**.
- **Mandatory Dual Review:** Every Facebook post requires review and approval by exactly two authorized individuals before publishing.
- **Primary Reviewer:** The first approval must come from either the **Township Treasurer** or the **Township Clerk**.
- **Secondary Reviewer:** The second approval must come from any sitting **Township Board Member**.
- **Audit Trail:** Both reviewers must document their approval via internal email or text before the post goes live.

Comment Modification Rules

- **Disabled Comments:** Public commenting features must be permanently disabled on all Facebook posts.
- **Platform Settings:** Page settings must restrict user reviews, visitor posts, and public tagging.
- **Direct Inquiries:** The "Message" button must be deactivated to prevent unmonitored private inquiries.

Public Notice Text

The following disclaimer must be pinned to the top of the Facebook page or placed in the "About" section:

"This is a one-way broadcast channel for Sparta Township announcements. Comments and messaging are disabled. For inquiries or official business, please visit our website or contact the Township office directly."

Sparta Township Resolution No. 26-4

Resolution to Adopt the Official Facebook Communication Policy

WHEREAS, the Township Board of Sparta Township recognizes the value of utilizing social media to communicate official township news, announcements, and public notices efficiently with residents; and

WHEREAS, the Township Board desires to establish clear, secure, and standardized guidelines for the administration of the official Sparta Township Facebook page to ensure content accuracy, protect public resources, and maintain a consistent public message; and

WHEREAS, a formal policy has been drafted to require mandatory dual-person oversight before any content is published, and to establish the page strictly as a one-way public broadcast channel by disabling public comments and direct messaging;

NOW, THEREFORE, BE IT RESOLVED, that the Sparta Township Board hereby approves and adopts the "Sparta Township Facebook Policy" effective immediately upon passage.

BE IT FURTHER RESOLVED, that the official Facebook page administrative credentials shall be restricted, and all postings must strictly adhere to the established approval structure requiring authorization from:

1. The Township Treasurer or the Township Clerk; **AND**
2. Any sitting Township Board Member.

 **Board Vote Record**

Board Member Name / Title	Aye (Yes)	Nay (No)	Abstain	Absent
Dale Bergman, Supervisor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marcy Savage, Clerk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ashely Johnson, Treasurer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rob Steffens, Trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barb Johnson, Trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Goodfellow, Trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jason Bradford, Trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resolution: Carried | Defeated

 **Certification**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Sparta Township, County of Kent, State of Michigan, at a regular meeting held on the 14 day of May, 2026, and that public notice of said meeting was given pursuant to Act 267 of the Public Acts of Michigan, 1976 (Open Meetings Act).

Township Clerk Signature

Date
