

VILLAGE OF SPARTA
Kent County, Michigan
Village Council Meeting
Monday, August 12, 2024 at 7:00 PM
75 N. Union St. (Sparta Civic Center)

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Additions or Corrections to Consent and Business Agenda

Consent Agenda:

- a. *Approve Regular Village Council Meeting Minutes of July 8, 2024*
- b. *Approve Planning Commission Meeting Minutes of July 8, 2024*

5. Approval of Consent and Business Agenda

6. Public Comment for Agenda Item

Please Note: This Public Comment portion of the meeting is reserved for comment on agenda items. Personal or abusive attacks on Council members, staff members, or other participants will not be tolerated and may result in the Village President taking action, up to and including, having the speaker removed from the meeting by law enforcement officers.

7. Public Hearing

- a. Res. 24-19 Great Lakes Firearms & Ammunition IFT

8. Old Business

- a. None.

9. New Business

- a. Special Land Use Application- 200 Maple Street Chemical Mixing & Storage
- b. Res. 24-19 Great Lakes Firearms & Ammunition IFT
- c. Res. 24-20 Amendment to MERS DC plan & signature authorization
- d. Res. 24-21 Village of Sparta Act 88 Participation
- e. Ord. 24-06 Parking Lots
- f. Town Square Design Proposal
- g. Dog Park Improvements

10. Executive Session

- a. None.

11. Village Manager & Department Reports

12. Communications

13. Payment of Bills**July Payables**

PAYABLES	
(101) General Fund	\$107,279.67
(202) Major Street Fund	\$14,898.42
(203) Local Street Fund	\$2,693.36
(581) Airport	\$39,821.99
(590) Sewer Department Fund	\$34,495.89
(591) Water Department Fund	\$43,499.87
(661) Equipment Rental Fund	\$2,230.52
Total	\$244,919.72

Informational:

(206) Fire Department	\$15,494.33
(208) SRA Park Fund	\$3,370.29
(248) Downtown Development Authority	\$2,435.42
Total	\$21,300.04

14. Public Comment**15. Council Member Announcements****16. Adjournment**

VILLAGE OF SPARTA
Kent County, Michigan
Village Council Meeting
Monday, July 8, 2024 at 7:00 PM
75 N. Union St. (Sparta Civic Center)

Present: President Robert Whalen, Council Members Brenda Braybrook, Robert Carlstrom, Dave Cumings, Courtney Mais, Tom Peoples, and Bill Taylor.

Absent: None.

Also present: Village Manager Jim Lower, DPW Supervisor Bill Hunter, Airport Manager Mike Kryciok, Police Chief Andy Milanowski, and Village Clerk Katy Shelton.

1. **Call to Order:** The meeting was called to order at 7:00pm.
2. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
3. **Roll Call:** Formal roll call was taken. Those in attendance/absent are noted above.
4. **Additions or Corrections to Consent and Business Agenda**
Consent Agenda:
 - a. Approve Regular Village Council Meeting Minutes of June 10, 2024
 - b. Approve Fire Board Minutes of June 20, 2024
 - c. Approve DDA Minutes of May 14, 2024
5. **Approval of Consent and Business Agenda:** Motion by Braybrook with a second by Cumings to approve. Motion passed unanimously.
6. **Public Comment for Agenda Item**
Please Note: This Public Comment portion of the meeting is reserved for comment on agenda items. Personal or abusive attacks on Council members, staff members, or other participants will not be tolerated and may result in the Village President taking action, up to and including, having the speaker removed from the meeting by law enforcement officers.
A. None.

7. Public Hearing

- a. **Ord. 24-05 Crosswalks.** Public hearing opened at 7:02pm. Current state law requires that motorists yield to pedestrians only at signalized crosswalks. In order to enhance pedestrian safety, especially in the downtown area, the Village placed R1-6 signs (pedestrian crossing signs) at unsignalized crosswalks on Division and N Union Streets. These signs are intended to improve pedestrian safety by making crosswalks more visible and reinforcing the expectation for motorists to yield. The Kent County Road Commission requires the Village to approve a local ordinance in order to erect those signs. Although this ordinance will be in effect year round, the signs will not be present in the winter. Public hearing closed at 7:09pm.

8. Old Business

- a. **Res. 24-18 Sale of 92 N. State Street:** Habitat for Humanity has expressed an interest in purchasing this lot in order to build a house. The estimated market value of the lot is between 42K-48K. Habitat for Humanity has offered 10K for the property. The Village Manager asked the Village Council for guidance in how to move forward. The consensus from the Council was to put the property on the open market and see what sort of bids it receives. The property is currently zoned RM (residential – medium density.) President Whalen asked if the Council was amenable to a multi family residence being built there, and the Council said yes. Motion by Mais with a second by Peoples to go forward with the sale of this property. Motion passed unanimously.

9. New Business

- a. **Ord. 24-05 Crosswalks:** Motion by Cumings with a second by Braybrook to approve this ordinance. Motion passed unanimously.
- b. **Traffic Control Order S. Union:** This encompasses traffic control order 24-01 and 24-02, both regulating similar things. It was noted that there will be no parking in the Silver Creek/S Union area. Motions by Carlstrom with a second by Mais to approve. Motions passed unanimously.

10. Executive Session

a. None.

11. **Village Manager & Department Reports:** The Village Manager reported that he would be on vacation the next week, and that Airport Manager Mike Kryzciok would be the emergency contact. He also gave an update on the Safe Routes project, mentioning that it's a very long process in order to secure the grants. He said that all of the easements have been secured and the proper paperwork has been submitted. In response to a question by Council member Mais, he said that the Nash Creek dredging is scheduled for 2025. He also gave an update on the splash pad at Rogers Park.

Council member Carlstrom asked Airport Manager Kryzciok about fuel sales at the airport. He said that although current fuel sales are high, that 2020 had the highest fuel sales. He also said that the flight schools at the airport are very busy, which also accounts for a rise in fuel sales.

12. **Communications:**

a. None.

13. **Payment of Bills**

June Payables

PAYABLES	
(101) General Fund	\$132,546.34
(202) Major Street Fund	\$260,246.91
(203) Local Street Fund	\$4,807.21
(581) Airport	\$39,393.21
(590) Sewer Department Fund	\$55,930.14
(591) Water Department Fund	\$48,286.88
(661) Equipment Rental Fund	\$11,580.43
Total	\$ 552,791.12

Informational:

(206) Fire Department	\$18,497.35
(208) SRA Park Fund	\$3,133.66
(248) Downtown Development Authority	\$4,311.67
Total	\$25,942.68

Motion by Mais with a second by Taylor to approve the payment of bills in the amount of \$552,791.12. Motion passed unanimously.

14. **Public Comment:** Eva Wickham, 114 S. Union, Sparta, commented about a problem with a landlord letting a property become very derelict.
15. **Council Member Announcements:** Council member Mais mentioned that she would be out of the country in July.
16. **Adjournment:** Meeting adjourned by President Whalen at 7:53pm.

Submitted by Katy Shelton, Village Clerk.

**VILLAGE OF SPARTA
PLANNING COMMISSION
Regular Meeting
July 8, 2024, 6:00pm (special time)
75 N. Union St. (Sparta Civic Center)**

Present: Chairperson Emilie Henry, Commissioners Bob Liscombe, Jon Braybrook, Robert Carlstrom, Rose Frederick, Christina Owens, and Robert Whalen.

Absent: Gary Moody

Also present: Village Manager Jim Lower and Village Clerk Katy Shelton.

- 1) **CALL TO ORDER:** The meeting was called to order at 6:00pm. The Pledge of Allegiance was recited.
- 2) **ROLL CALL:** Formal roll call was taken. Those in attendance/absent are noted above.
- 3) **MINUTES:**
 - a. Approve Regular Planning Commission Meeting Minutes of June 3, 2024. Motion to approve by Moody with a second by Liscombe. Motion passed unanimously.
- 4) **ADDITIONS OR CORRECTIONS TO THE AGENDA – APPROVAL OF AGENDA:** No additions or corrections. Motion to approve by Carlstrom with a second by Frederick. Motion passed unanimously.
- 5) **PUBLIC COMMENT ON AGENDA ITEMS:**
 - a. None.
- 6) **COMMUNICATIONS:**
 - a. None.
- 7) **PUBLIC HEARING:**
 - a. None.
- 8) **NEW BUSINESS:**
 - a. **Site Plan Review: 390 E Division St.** Village Manager Lower discussed this. Also, the developer, Rex Baker, was present to answer questions. A Village memo was submitted to the Commission outlining proposed renovations. In addition, the Village Engineers, Prein &

Newhof, have reviewed the proposal by Andrew Architecture for those site improvements. A letter was submitted from them outlining the results of their review. It was noted that this is a building from the 1960's which will require extensive structural repairs, especially on the interior. It is also considered a non conforming building. Mr Baker said that the exterior will be architectural steel and will not look like a pole barn. He said that there will be windows on the east side. Commissioner Whalen asked about a possible brick exterior, but Mr Baker said that building costs precluded that. Motion by Whalen with a second by Liscomb to approve. Motion passed unanimously.

9. Unfinished business:

a. None.

10. Public comment:

a. None.

11. Village Manager Report: Village Manager Lower thanked the Commission for being flexible and said that he had been occupied with the usual Village business.

12. Commissioners Comment:

a. None.

13. Adjournment: Meeting was adjourned by Chairman Henry at 6:11pm.

Submitted by Katy Shelton, Village Clerk.



ACTION MEMO

Staff Communication

DATE: August 12, 2024
TO: Village President Whalen and Members of Council
FROM: James A. Lower, Village Manager
RE: Special Land Use Request- 200 Maple St Chemical Mixing & Storage

SUMMARY OF REQUEST:

Aaltoll LLC owns the property at 200 Maple Street in Sparta. They have requested Special Land Use approval to do chemical mixing and storage at the facility. As you will see in the attached documents that were provided to the planning commission, this use must meet all of the general and specific requirements in order to be approved.

On Monday August 5th, 2024 the Village of Sparta planning commission held a public hearing on this request. During the public hearing the applicant was allow to present the request and members of the planning commission as well as the public were given time to make statements and ask questions. The feedback received from the public at this hearing was decidedly negative and in opposition to the application. The public's concerns largely stem from the fact the property owner had an unfortunate fire where one of the vessels exploded and caught the roof on fire. This incident was what brought the companies operations to the village's attention. Prior to that we were unaware of the activities taking place in the building. These activities include chemical mixing and storage. These activities represent a change in use of the building that requires special land use approval.

Normally, the planning commission would make a recommendation to either approve or disapprove the application to the village council. At the planning commission meeting two separate motions were made that both did not carry because the vote totals resulted in a 4-4 tie in each case. The first motion was basically to recommend that the village amend our zoning ordinance to create a new special land use category for this request and then approve the request so long as all conditions are met. The second motion was to recommend the application be denied due to general standards number 3, 4, and 5 not being met by the application.

STAFF RECOMMENDATION:

Ultimately, the only way forward in terms of approval for the application would be a course of action similar to what was recommended in the first failed planning commission motion. The current village ordinance requires that all buildings with this use be set back a minimum 100 feet from all property lines. The building does not and cannot meet this requirement. So, it would have to be changed if a special land use request were to be granted. However, the village council must also consider the issues raised in the second failed motion from the planning commission. If in the opinion of the village council

the application does not meet general requirements number 3, 4, or 5, then there is no point in reworking the zoning ordinance to address the 100-foot setback issue.

I see two possible options for the village council.

- a. A motion to put the special land application request on hold and direct the village manager to work on creating a new special land use category that would eliminate the 100-foot set back issue. If this motion were to pass, then I would work on that amendment. After it was finalized the village council could bring the application backup for consider and then potentially vote to approve it.
- b. A motion to deny the special land use application because it does not meet specific requirement #2 of section 82-253(7) and because it does not meet general requirements #3, 4, and 5 of section 82-386 & 82-387 of the village of Sparta zoning ordinance. This motion would deny the application and meet the requirement to provide specific reasons as specified in our ordinance.

In some cases, special land use requests, site plan reviews, or things of that nature clearly meet all of the requirements of our ordinance and therefore must be approved. This application is unique in that it clearly does not meet requirement #2 of section 82-253(7) and it is a matter of opinion whether or not requirements 3, 4, and 5, of section 82-386 & 82-387 either are or are not met. The village council is empowered to make the judgement call related to requirements 3, 4, and 5. The village council's opinion on this matter is binding and final as it relates to this application.

MEMO



To: Planning Commission Members
From: James Lower, Village Manager
Date: August 5, 2024
RE: Special Land Use Request -200 Maple Street

The Village has received a special land use request for 200 Maple Street-Aal Toll LLC to operate a chemical production, blending, and storage operation at the facility that formerly housed Federal Mogul. As you will see from the proposed site plan, if approved this use would only account for a portion of the building. Cascade Die Casting is leasing the other portion of the facility for light manufacturing.

The Village has specific requirements in our ordinance related to the specific special land use being requested, but also a set of general standards that need to be met before an approval can be recommended to the Village Council from the Planning Commission.

Specific Requirements per Zoning Ordinance:

In accordance with section of 82-6 (d) of our zoning ordinance, as zoning administrator I need to determine what special land use (if any) this use falls under because it is not specifically mentioned in our ordinance. I have determined the closest possible option is found in Section 82-253 (7): Metal Plating, buffing and polishing, subject to appropriate measures to control the types of process to prevent noxious result and/or nuisances.

The requirements set forth by sections 82-253 (7) must be met in addition to the general standards of section 82-385 before approval may be granted as a result of the classification determination I have made.

Specific Requirements for Metal Plating, buffing and polishing, subject to appropriate measures to control the types of process to prevent noxious result and/or nuisances requirements:

- (1) Minimum lot size shall be two acres.

Staff Response: This requirement is met.

- (2) The main and accessory buildings shall be set back at least 100 feet from all property lines and a minimum of 200 feet from adjacent residential uses.

Staff Response: The 200 feet from adjacent residential uses is met. However, the main and accessory building are not set back the minimum 100 feet from all property lines. So, this requirement is not met by the proposal.

(3) Any outside storage area shall not exceed 2,000 square feet in area and shall be screened from view on all sides by a six-foot or greater solid, decorative fence or wall, or landscaped equivalent. The fence or wall shall be tall enough to screen the view of the contents of the storage area.

Staff Response: The proposal does not appear to be proposing any outside storage. However, we will need to confirm this with the applicant.

(4) Truck parking and staging areas shall be fenced and screened from the view of any abutting residential district or use by a decorative fence or wall, or a landscaped equivalent.

Staff Response: The site is not directly abutted by a residential area. Therefore, this requirement is not applicable.

(5) Any portion of a building containing the use shall not have loading doors, windows, or other similar openings facing an abutting residential district or use. If openings are present, they shall remain closed at all times while any part of the business is in operation.

Staff Response: The site is not directly abutted by a residential area. Therefore, this requirement is not applicable.

General standards Per Zoning Ordinance:

The general standards are basic to all special land uses; and the specific requirements of sections 82-386 and 82-387 are in addition to and shall be required in all applicable situations. The following general standards must be met before approval may be granted:

- (1) The proposed use shall comply with the general objectives and land use policies contained in the Village of Sparta Master Plan.

Staff Response: The area where this building is located is in a well established business/industrial area. The Master Plan contemplates further business growth in this part of town. Therefore, the proposal seems to meet this requirement.

- (2) The proposed use shall be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing character of the general vicinity.

Staff Response: The location is in a preexisting industrial building. The proposed modifications are in keeping with this requirement.

- (3) The proposed use is served by necessary public facilities that are adequate or can be made adequate to serve the proposed use. Specifically, existing streets, storm water drainage, water supply, fire protection, police, emergency medical care, sanitary sewer disposal, solid waste disposal, and public recreation shall be adequate to serve the proposed project.

Staff Response: The site will need fire suppression in order to meet this requirement. The building once had fire suppression but the system is inoperable and likely not adequate for this use. Furthermore, a formalized and enforceable agreement will need to be reached with the village in order to ensure no chemicals enter into our water, waste water, or stormwater system. Therefore, in order for this requirement to be met, the applicant would need to work with the village on satisfying the above.

- (4) The proposed use shall not be hazardous or disturbing to neighboring uses or cause any conflict to the existing use and quiet enjoyment of surrounding property.

Staff Response: Given the recent fire and the potentially dangerous nature of the proposed use, the planning commission and ultimately the village council will need to determine whether or not this requirement is met. Staff believes an argument could be made on either side as to whether or not the proposal meets this requirement.

- (5) The proposed use shall not involve activities, processes, materials and equipment and conditions of operation that will be detrimental to any person, property, or the general welfare by reason of excessive traffic, noise, smoke, fumes, glare or odors.

Staff Response: Given the recent fire and the potentially dangerous nature of the proposed use, the planning commission and ultimately the village council will need to determine whether or not this requirement is met. Staff believes an argument could be made on either side as to whether or not the proposal meets this requirement.

- (6) The proposed use shall be consistent with the intent and purpose of this chapter.

Staff Response: the request appears to meet this requirement.

Items for the planning commission to consider:

1. Is the proposed use similar enough to: "Metal Plating, buffing and polishing, subject to appropriate measures to control the types of process to prevent noxious result and/or nuisances requirements" to be consider for approval or disapproval under this use? If not, then the planning commission could decide that a new special land use should be created specifically for this use. This application could be placed on hold until specific requirements of that new special land use are created. However, this would only be necessary/a good use of time if the planning commission and/or council determines that all general requirements are met and that the only impediment is the 100 foot set back requirement.

2. Possible water cross contamination as well as the potential for run off into our storm sewer or sanitary sewer must be taken seriously. If the special land use is going to move forward, it should be stipulated that an agreement between the village and application be reached on how to mitigate these concerns.
3. The request does not meet the 100 foot set backs that are required, therefore per our ordinance it cannot be approved under the metal plating classification.
4. The planning commission and village council will need to make the judgement call on whether or not the proposed use satisfies general requirements #4 and #5. If it does not meet these requirements in the view of the planning commission and village council, then the special land use permit cannot be granted.



VILLAGE OF SPARTA PLANNING COMMISSION APPLICATION



Visit our website at www.spartami.org

<input type="checkbox"/> Rezoning: From _____ to _____	<input type="checkbox"/> Zoning Ordinance Amendment
<input checked="" type="checkbox"/> Special Land Use Permit: Specify Use: <u>Chemical manufacturing</u>	<input type="checkbox"/> Site Plan Review

Applicant Name: Aal Toll LLC
Street Address: 200 Maple Street
City: Sparta **State:** MI **Zipcode:** 49345
Phone Number(s): (616) 446-9767 **E-mail:** kaz@aalchem.com

- I hereby attest that all information on this application is, to the best of my knowledge, true and accurate.
- Additionally, I hereby grant permission for the Village of Sparta Zoning Administrator to enter upon the above mentioned property (or as described in the attachment) for the purposes of gathering information related to this application.
- Furthermore, I hereby acknowledge that in review of this application, the Village of Sparta may require the services of the Village Planner, Village Engineer, and/or the Village Attorney to insure that the requested item(s) for review in this application is compliant to the current zoning laws and policies of the Village of Sparta. I, as the applicant, acknowledge that any costs incurred by the Village of Sparta as they relate to the review of this application by any of the Village's consultants listed above are my responsibility to reimburse and agree to repay the Village of Sparta for any and all costs incurred to it in the review of this application.

Signature: [Signature]

Date: 6/25/2024

Digital Signatures Accepted

Applicant is the: ☐ Owner ☒ Lessee ☐ Optionee ☐ Contractor/Architect

Property Owner's Name (if different from applicant): KRD LLC

Street Address: 2240 29th Street SE
City: Grand Rapids **State:** MI **Zipcode:** 49508
Phone Number(s): (616) 446-9767 **E-mail:** kaz@aalchem.com

Signature: [Signature]

Date: 6/25/2024

Digital Signatures Accepted

Project Location or Address: 200 Maple Street; Sparta, MI 49345

Property is: ☐ Residential ☐ Commercial ☒ Industrial **Property zoned:** _____

THIS APPLICATION WILL NOT BE CONSIDERED COMPLETED, AND THEREBY NOT PRESENTABLE TO THE PLANNING COMMISSION, UNLESS ALL ITEMS LISTED BELOW HAVE BEEN PROVIDED:

- If application is for a Special Use Permit, a description of the property or properties in question on this application and a site plan as required by the Village's Zoning Ordinance must be attached to this form. Evidence must be provided to show that the proposed use meets all general and specific special land use standards required by the Ordinance.
- If application is for a rezoning, a description of the property or properties in question on this application must be attached to this form. Please explain in detail the request and the reason(s) why you are seeking the rezoning.
- If application is for a Zoning Ordinance (text) amendment, please explain in detail the request and the reason(s) why you are seeking the amendment.

TO BE COMPLETED BY VILLAGE

Date application and fee received: _____ **Staff Initials:** _____ **Receipt #:** _____

Application is: ☐ APPROVED ☐ DENIED

Explanation: _____

PC Meeting Date: _____ **City Council Meeting Date (if app.):** _____

Zoning Administrator: _____ **Date:** _____



Aaltoll LLC is a contract chemical manufacturing company that produces energy and water-based curable adhesives, coatings, and inks for use in graphic arts and industrial applications. Aaltoll serves as the procurement and production arm for its customers, allowing them to focus on the development, commercialization, and ongoing support of the end products Aaltoll produces.

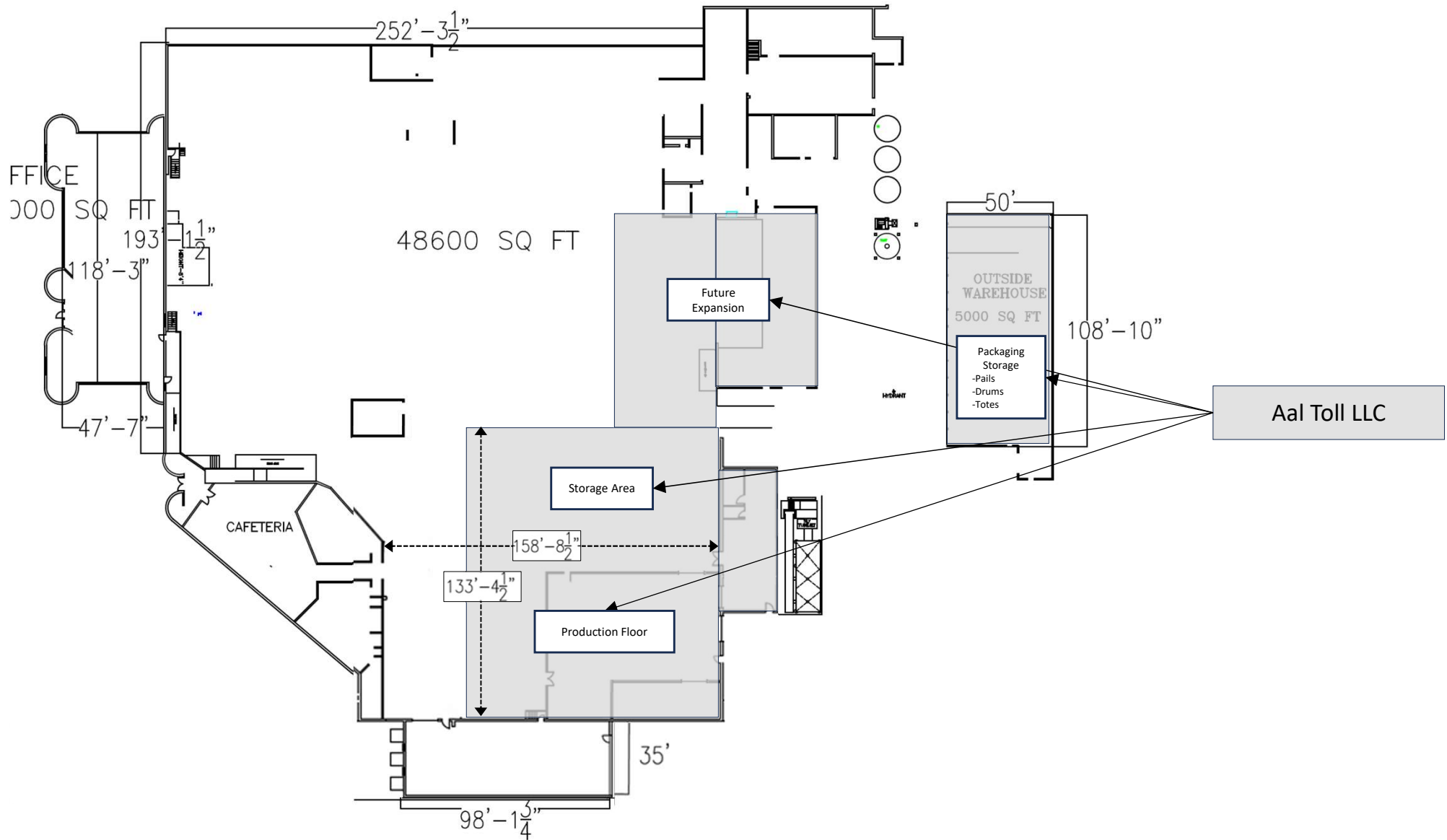
Examples of end-use applications for Aaltoll produced finished goods include, but are not limited to, food packaging, furniture, credit cards, product labels, and paper-board packaging. These products can range from a gloss coating on a magazine cover, an adhesive binding a film window to a food package, a water-proof coating protecting wood furniture, or a pigmented coating on a credit card.

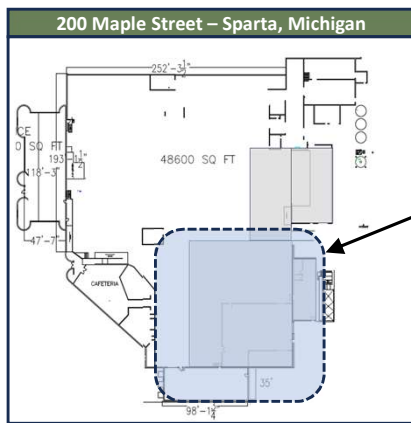
The manufacturing process for the end products mentioned above involves the blending of raw materials in a closed or open stainless-steel vessel at room temperatures or heated up to no more than 180 degrees Fahrenheit. Typical formulations include an epoxy or oligomer base (~50-60%), monomers to control viscosity (~20-30%), photo-initiators to enable curing under UV light (~5-10%), and additives for flow and appearance (~5%). None of the raw materials used in production have an HMIS rating above 2/2/1, and safety Data Sheets have been supplied for all materials that could potentially be used in production. That said, Aaltoll uses relatively small quantities of solvents, which are stored safely in dedicated solvent cabinets, for cleaning purposes.

End products made by Aaltoll are packaged in 5-gallon pails, 55-gallon drums, and 275-gallon totes and shipped to end-users throughout the United States and Canada. These end-users are commercial printers who produce packaging for consumer goods and food products or converters who produce coated films used in industrial applications.

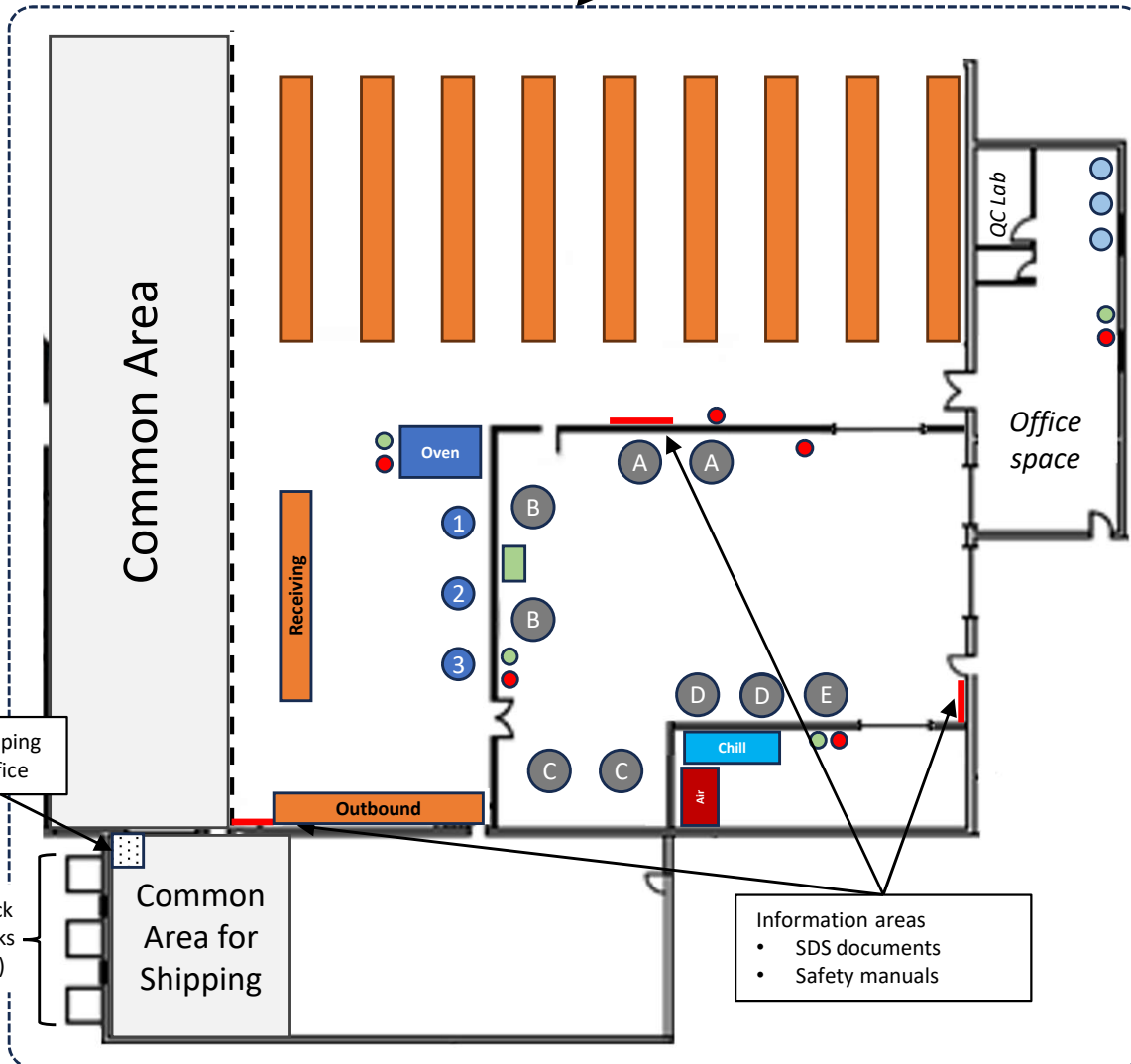
Aaltoll sees a large opportunity for its services based on the relationships its owner, Kassra Darehshori, has grown over the last 20 years as the CEO, founder, and owner of Aalchem. Aalchem is a Grand Rapids based company employing over 75 individuals which has grown to become one of the largest chemical distribution companies in North America. Mr. Darehshori is also the owner of the building located at 200 Maple Street, where he has made significant investments to revitalize the building for use as a manufacturing facility and office space.

200 Maple Street – Sparta, Michigan





Area shown in detail below



Pole Mixers

- 1 = 480V / 3 phase / 60 Hz – 25 amp
- 2 = 480V / 3 phase / 60 Hz – 60 amp
- 3 = 480V / 3 phase / 60 Hz – 60 amp



Blend Tanks

- A = 4,000 L tank (480V / 3 phase / 60 Hz – 130 amp)
- B = 5,400 L tank (480V / 3 phase / 60 Hz – 100 amp)
- C = 6,600 L tank (480V / 3 phase / 60 Hz – 100 amp)
- D = 2,500 L tank (480V / 3 phase / 60 Hz – 50 amp)
- E = 1,500 L tank (480V / 3 phase / 60 Hz – 50 amp)



Boiler

- 480V / 3 phase / 60 Hz, 400 amp



Drum Oven

- Oven used for warming raw materials to ensure consistent batch temperatures year-round
- 480V / 3 phase / 60 Hz, 60 amp



Air Compressor

- 480/3/60, 20 amp



Chiller

- 480/3/60, 60 amp



Pallet Racking

- Storage of materials (chemicals, packaging) & finished goods
- Height = three levels, racks not to exceed ~ 14'
- Aisle width = ~ 10'
- Materials bar coded & mapped to specific location



Small batch production

- Small batch production for scaling and sample production
- Mixers = drill presses using standard electric



Fire extinguishers w/ 3ft clear pathway



Fire extinguishers w/ 3ft clear pathway

Sparta Inventory Materials	Pounds - Max
621B-60	80,000
4629H	40,000
Dap A	40,000
DPHA	40,000
EOTMPTA	40,000
HDODA	40,000
LuX 220 (Alberdingk)	40,000
Lux 722 (Alberdingk)	40,000
AS 2010 (Miwon)- Same as Acamine 710 and Eternal 6417	20,000
DPGDA	20,000
PI-184 (CPK)	20,000
Q-PR-1751 (Quaker)	20,000
TMPTA	20,000
TPGDA	20,000
HU210V (rep of all silicas... HU700, TSA 550L, K80N)	15,000
PI-BP	10,000
PI- 1173	10,000
PI-TPO	10,000
AL-1137 (Quaker)	8,800
BT-199 (Covestro)	8,800
EOHDODA	8,800
GPTA	8,800
PEG 400	8,800
PI-1173	8,800
PPT4A	8,800
Barsol EB	5,000
MB6AX	5,000
OMBB	5,000
PI-BDK	5,000
AM-71 (Quaker)	4,400
POLY 110 (Elkem)	4,400
RCA 170 (Elkem)	4,400
Kip 150	4,000
Ammonia Water- 28%	3,000
AW-858 (Quaker)	2,200
Acrysol RM-825	2,000
Airex 900	2,000
BYK-024	2,000
BYK-168	2,000
BYK-349	2,000
BYK-3570	2,000
Siltec C-42	2,000
FB550	2,000

Irgastab UV22	2,000
Miwon M124	2,000
Micromide 520	2,000
N801E/ N801S	2,000
PI-1109 (BAPO)	2,000
PI-907	2,000
Ricon 156	2,000
Silver 1 UP (Meadowbrook Glitter)	2,000
Surf 440 (Surfynol)	2,000
Tego 685	2,000
UV-636 (Shamrock)	2,000
V-Pyrol RC	2,000



ACTION MEMO

Staff Communication

DATE: August 12, 2024
TO: Village President Whalen and Members of Council
FROM: James A. Lower, Village Manager
RE: Res. 24-19 IFT Certificate Application

SUMMARY OF REQUEST:

This application was already approved in March under the name Baker Investments LLC. The state has asked us to re-pass the resolution in order to allow the building tenant, Great Lakes Firearms and Ammunition LLC, to claim the credit. The rest of this memo is identical to what was presented in March.

Great Lakes Firearms & Ammunition LLC is requesting an Industrial Facilities Tax Abatement for the \$2,620,000 new industrial construction they are in the process of completing. The application states that the IFT will help them create local jobs.

The request would abate half of the tax burden on the new addition for a period of 12 years for all local taxing entities. This is a tool commonly used in the State of Michigan as an incentive for industrial development. The village has approved many such requests in the past.

FINANCIAL IMPACT:

The fiscal impact could be looked at as either positive or negative depending on one's perspective. It is positive from the point of view that the tax revenue from the addition is all new revenue. So, even though the village is abating half of that revenue for the business, it is still getting new revenue. In theory this tool is meant for projects that otherwise would not have happened. However, if the abatement was not actually needed for the project to go forward, then one could argue approving the abatement would cost the village and all taxing authorities all the revenue in question. This is a matter of opinion and policy for the council to decide.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

If the council wishes to move forward after the public hearing and consideration of the request, then I would suggest a motion to adopt Res. 24-19.

**VILLAGE COUNCIL
VILLAGE OF SPARTA
Kent County, Michigan**

Councilmember _____, supported by Councilmember _____, moved the adoption of the following resolution:

RESOLUTION NO. 24-19

**A RESOLUTION APPROVING GREAT LAKES FIREARMS & AMMUNITION, LLC.
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE APPLICATION**

WHEREAS, Act 198 of the Public Acts of Michigan of 1974, as amended ("Act 198"), authorizes the Village to approve applications for Industrial Facilities Exemption Certificates; and

WHEREAS, pursuant to Act 198 and after a duly noticed public hearing held on February 12, 2024, The Village of Sparta, by its resolution 24-03 adopted February 12, 2024, established an Industrial Development District as legally described in said resolution; and

WHEREAS, Great Lakes Firearms & Ammunition LLC, has filed an application for an Industrial Facilities Exemption Certificate with respect to new facility investment of \$2,620,000.00 to be installed within the Industrial Development District located at 275 Hickory Street, Sparta MI 49345 established by Resolution; and

WHEREAS, before acting on said application, the Village Council held a public hearing on August 12, 2024, at which hearing the applicant, the Assessor, the Public and a representative of the affected taxing units were given notice by certified mail and were afforded an opportunity to be heard on said application and notice of the public hearing was published at least fifteen (15) prior to the hearing; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the Village of Sparta; and

WHEREAS, the aggregate SEV of real property exempt from ad valorem taxes within the Village of Sparta, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of real property thus exempted; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. This Village Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of Village of Sparta, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the Village of Sparta.

2. The application from Great Lakes Firearms & Ammunition LLC for an Industrial Facilities Exemption Certificate, with respect to a New Facility on the following described parcels of real property situated within the Industrial Development District established by Resolution, to wit:

PN: 41-05-23-127-013

Legal Description: LOTS 5 THRU 14 INCL BLK 9 ALSO E 25 FT OF THAT PART OF VAC PORTION OF E RAILROAD ST ADJ TO SD LOTS ON THE W * NASH'S FIRST ADD. SPLIT/COMBINED ON 01/11/2024 FROM 41-05-23-127-003, 41-05-23-127-012

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of twelve years after completion of construction.
4. This approval is conditioned upon the Facility operating and remaining upon the Property, unless other arrangements are made in accordance with the industrial facilities exemption agreement.
5. Approval of the application of Great Lakes Firearms & Ammunition LLC for an Industrial Facilities Exemption Certificate is conditioned upon the Village and Great Lakes Firearms & Ammunition LLC entering into an agreement as required by Section 22 of Act 198.
6. The Village Manager and Clerk are authorized to execute the Industrial Facilities Exemption Agreement, in such form that meets with satisfaction of the Village attorney.
7. All resolutions or parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS:

NAYS:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED ADOPTED

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the Village Council of the Village of Sparta, Kent County, Michigan, at a regular meeting held on August 12, 2024

Date: August 12, 2024

Katy Shelton, Village Clerk



ACTION MEMO

Staff Communication

DATE: August 12, 2024
TO: Village President Whalen and Members of Council
FROM: James A. Lower, Village Manager
RE: MERS DC Retirement Plan Changes

SUMMARY OF REQUEST:

We have two resolutions to consider related to the village's defined contribution retirement plan. The first would simply allow vested members of our retirement system to request state and federally regulated loans from their accounts. In effect, this allows participants to borrow money that is ultimately theirs anyway and pay themselves interest on it. Our 457 plan already allows this. However, when the 401b plan was setup, the box was checked to not allow this. Given today's high interest rates employees have asked that we allow for these types of loans. There is no risk or cost to the village at all. Any funds borrowed are fully vested or were contributed by the employee anyway.

The second resolution would make the village a participate in the states act 88, better known as the reciprocal retirement act of 1961. By becoming a participate, employees will receive service credit to our retirement system for prior government service under other retirement systems. Currently, only employees who's former employer was a MERS participant receive credit under our system. This has inadvertently created a disparity for some employees that I believe should be corrected. This is a minor issue, but correcting it may help us attract talent from other government entities in the future. There is no cost to the village for this change.

STAFF RECOMMENDATION:

I recommend separate motions to approve Res. 24-20 and Res. 24-21.

**VILLAGE COUNCIL
VILLAGE OF SPARTA
Kent County, Michigan**

Council member _____, supported by Council member _____ moved the adoption of the following resolution:

RESOLUTION NO. 24-20

**RESOLUTION APPROVING THE AMENDMENT TO THE MERS
DEFINED CONTRIBUTION ADOPTION AND AUTHORIZING THE
VILLAGE MANAGER TO SIGN THE AGREEMENT BETWEEN THE
VILLAGE OF SPARTA AND MERS**

WHEREAS, the Village of Sparta has an existing defined contribution plan with MERS identified as division 110567; and

WHEREAS, employees would like the ability to borrow from their contributions and vested funds as allowed by state and federal law; and

WHEREAS, without the amendment the plan does not allow otherwise eligible employees to borrow from their funds.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The amendment to the MERS defined contribution adoption agreement is approved and the village manager is authorized to sign and execute the amended agreement on behalf of the Village of Sparta.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

RESOLUTION DECLARED ADOPTED.

(CERTIFICATION FOLLOWS)

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the Village Council of the Village of Sparta, Kent County, Michigan, at a regular meeting held on August 12, 2024.

Date: August 12, 2024

Katy Shelton, Village Clerk

MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. Employer Name _____ **Municipality #:** _____

Division name _____

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

II. Effective Date

Check one:

- A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☐ No vesting credit

☐ This division is for new hires, rehires, and transfers of current Defined Benefit* division # _____ and/or current Hybrid division # _____

For divisions that are closing or freezing with or without conversion, the Employer must complete the Addendum for Plan Freeze, Closure and Conversions

- B. ☐ If this is an **amendment** of an existing Adoption Agreement (existing division number _____), the **effective date shall be the first day of** _____, 20____.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

- C. ☐ If this is to **separate employees from an existing Defined Contribution division** (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.

- D. ☐ If this is to **merge division(s)** _____ into division(s) _____, the effective date shall be the first of _____, 20____.

- E. ☐ If this is an amendment to close Defined Benefit division(s) # _____ or Hybrid division(s) _____ with new hires, rehires, and transfers going into existing Defined Contribution division # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

MERS Defined Contribution Plan Adoption Agreement

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS and earn time toward vesting. Some excluded classifications require additional information below. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees**: ☐ Yes ☐ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than ____ months in total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than ____ per ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Other 2: _____	<input type="checkbox"/>	<input type="checkbox"/>	

Probationary Periods (select one):

☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be ____ month(s).

Comments:

☐ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages and any associated contributions must be submitted to MERS.

MERS Defined Contribution Plan Adoption Agreement

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

2. Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

- ☐ Base Wages ☐ Box 1 Wages of W-2 ☐ Gross Wages
☐ Custom Definition

Click here to view details
of Base, Box 1, and
Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

4. Vesting

Vesting will be credited using (check one):

- ☐ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which _____ hours are worked

MERS Defined Contribution Plan Adoption Agreement

Vesting schedule will be (check one):

- ☐ Immediate
- ☐ Cliff vesting (fully vested after a specified number of years, not to exceed 15 years) will be ____ years.
- ☐ Graded Vesting (the % of vesting acquired after employment for the designated number of years, not to exceed 10 years; or, where full vesting is attained between 10 and 20 years, graded vesting must commence no later than 3 years of service)

% Vested	Years of Service

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

5. Contributions

a. **Contributions will be submitted** (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

- ☐ Weekly ☐ Semi-Monthly (twice each month)
- ☐ Bi-Weekly (every other week) ☐ Monthly

b. **Employer Contributions**

Required Employee Contributions and Employer Contributions are outlined using associated [Contribution Addendum for MERS Defined Contribution \(MD-073\)](#).

c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

6. **Loans:** ☐ shall be permitted ☐ shall not be permitted

If Loans are elected, please refer to the [Defined Contribution & 457 Loan Addendum](#).

7. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

MERS Defined Contribution Plan Adoption Agreement

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by _____ on
the _____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS Defined Contribution & 457 Loan Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

I. Loan Reference

This addendum is applicable to all employers that participate in the MERS Defined Contribution (DC) Plan (or DC portion of Hybrid) or 457 and offer loans as a provision in any division.

II. Loan Procedures

1. **Availability.** Any participant who is an active employee may apply to the Employer for a loan from the employee's account balance in the Plan. Loans will be available to all such participants on a uniform and nondiscriminatory basis upon submission of the required loan application forms. All loans are subject to the approval of the Employer and MERS.
2. **Purpose.** A general purpose loan may be obtained for any purpose.
3. **Restrictions on Availability.** A participant may not have more than two (2) outstanding loan(s) at any one time.
4. **Frequency.** A participant may not apply for a loan any more frequently than once per a rolling 12-month period.
5. **Minimum Amount.** The minimum loan amount is One Thousand Dollars (\$1,000.00).
6. **Maximum Amount**
The maximum amount for all outstanding loans to the participant from the Plan and all other plans participated in is the lesser of:
 - (a) Fifty Thousand Dollars (\$50,000.00), reduced by the highest outstanding balance of loans from all the plans in which the participant participates during the one (1) year period ending on the day before the date on which the loan is to be made; or
 - (b) One-half (1/2) of the sum of the vested account balance, reduced by the participant's current outstanding balance of all loans from all plans of the participant for that participant, determined as of the loan application date.The maximum amount will also be reduced by the amount of any existing loan balance (including accrued interest).
7. **Domestic Relations Orders**
No loans will be made during a period when MERS is determining whether a domestic relations order affecting the participant's accounts is an "eligible domestic relations order" as defined by the Eligible Domestic Relations Order Act, MCL 38.1701, *et seq.*
8. **Interest Rate**
 - (a) The interest rate to be charged on a loan will be the prime interest rate (as reported by the Wall Street Journal or any successor thereto) plus two percent (2.00%) and is fixed for the life of the loan. The interest rate will be the established rate in effect on the date the loan application becomes effective and is approved by MERS.
 - (b) Interest payments on the loans by participants are not deductible for tax purposes.

9. **Term**

- (a) The term of the loan must extend for at least one (1) year from the date of the loan but must not exceed five (5) years.
- (b) The term of the loan will end prior to the end of the applicable period and the outstanding balance (principal and accrued interest) will become immediately due and payable on the earlier of:
 - (1) in the case of a participant who becomes eligible for a plan distribution (other than an in-service distribution beginning at age 70½) which begins after the beginning date of the loan, the date such distribution begins;
 - (2) the date of distribution or separation of (1) the participant's accounts pursuant to an eligible domestic relations order, or (2) any portion of the accounts which causes the remaining portion of the accounts to be less than the security interest established at the time of inception of the loan;
 - (3) the date of termination of employment of the participant as provided in paragraph 15; or
 - (4) the date of a default on the loan as provided in paragraph 16.
- (c) The term of the loan shall not exceed a period which would cause the payment to be less than Five Dollars (\$5.00) per week.
- (d) Loans may not be refinanced for any reason.

10. **Repayment**

- (a) Each loan must be repaid in substantially equal installments, with payments not less frequently than each payroll period beginning as specified in loan document but no later than 30 days from receipt of payment.
- (b) The participant must authorize repayment of the principal and interest of each loan to be made by regular payroll deduction payments and reported to MERS according to reporting cycle selected in Adoption Agreement. If the scheduled repayment amount is greater than the participant's payroll, the participant must make payment in full for any remaining repayment amount not collected through payroll deduction by delivering to the Employer a check or other negotiable instrument (not cash) payable to the Employer.
- (c) Repayments will be reallocated to the participant's account according to the investment election made by the participant, and in effect at the time the payment is processed to the participant's account.

11. **Unpaid Leave of Absence**

During the term of a loan, if a participant takes an approved leave of absence without pay, the participant may choose to suspend regular loan payments for up to one year during such unpaid leave of absence. Suspension of payments will not cause the term of the loan to be extended beyond its original term, and such suspended payments (and accrued interest) will become due and payable at the end of the original loan term in one lump sum payment. If a participant on a leave of absence without pay chooses to continue regular payments during such unpaid leave of absence, payments may be made by check or other negotiable instrument (not cash) made payable to the Employer and delivered to the Employer.

12. **Military Service**

As permitted under Code Section 414(u), if a participant with an outstanding plan loan takes a leave of absence for a period of military service; such participant may elect to suspend regular loan payments during such period of military service, regardless of the duration of such service. Upon completion of such military service, the participant must resume making loan repayments in an amount which is not less than the original repayment amount, and in installments which are not less frequent than the frequency required under the terms of the original loan. The loan must be repaid in full (including interest that accrues during the period of military service at a rate not to exceed 6% compounded annually) by no later than the date of the original loan plus the period of military service. Any balance due and payable at the end of the adjusted loan term must be paid in one lump sum payment. Such lump sum payments may be made by check or other negotiable instrument (not cash) made payable to the Employer and delivered to the Employer.

13. **Prepayments**

The participant may repay, without penalty, the entire outstanding principal balance of the loan and accrued interest to date of repayment. Prepayments should be made by check or other negotiable instrument (not cash) made payable to the Employer and delivered to the Employer who shall report the payment to MERS.

14. **Loan Processing Fees**

Any loan processing fee charged by MERS will be paid by the participant. Following loan issuance, MERS will deduct an initial processing fee of \$150.00 from the participant's remaining vested account balance. MERS reserves the right to charge an annual maintenance fee.

15. **Termination of Employment**

- (a) The entire amount outstanding on the participant's loan will be due and payable on the date of the participant's termination of employment. The date a participant terminates employment is the date on which the participant quits, retires, is discharged, or dies. If the loan is not paid in full at termination, default will occur and paragraph 16 applies.
- (b) No distributions to a participant (other than in-service withdrawals, as limited under paragraph 18(b)) will be made prior to repayment of all outstanding loans, including interest, costs, and expenses due thereon regardless of termination of employment. If there is a distributable event with respect to the participant, the accounts of the participant will be applied against any outstanding loans to the extent necessary to fully repay the same as provided in paragraph 17.

16. **Defaults and Remedies**

- (a) The Plan may declare a default on a loan as of the last day of the quarter following the quarter in which either of the following occurs:
 - (1) the participant fails to make a payment (other than due to an unpaid leave of absence as provided in item 11 or military service as provided in item 12 of these Loan Procedures); or
 - (2) MERS in good faith deems the Benefit Program DC insecure with respect to the repayment of the loan and notifies the participant of this deemed insecurity.

- (b) If a default occurs prior to a distributable event, the defaulted loan amount will be a taxable “deemed” distribution. When the participant is later eligible for a distribution, the amount distributed will be net of the loan balance, adjusted for interest. This “offset” at the time of distribution is not taxable.
- (c) When a default occurs simultaneously with a distributable event, the defaulted loan balance will be treated as part of the actual taxable distribution.
- (d) A participant will not be eligible to receive any subsequent loans if the participant has ever defaulted on a plan loan.

17. **Source of Loan Funds**

Any loan to a participant will be considered a separate asset of the trust fund segregated for the benefit of such participant. The loan proceeds will come from the fund or funds of the participant in which the vested accumulated balance is invested on a pro-rata basis.

18. **Security**

- (a) The participant must pledge his or her remaining vested account balance as the security interest for the loan, which will be reduced by the amount of loan plus any accrued interest should the loan be defaulted.
- (b) The unpaid portion of the loan is not available for the participant in-service withdrawals.
- (c) No loans will be permitted to a participant who has previously defaulted on a loan.

19. **Loan Application and Processing**

- (a) Loan applications may be made by completing the required forms obtained from the Employer and submitting them to the Employer.
- (b) All loans will be subject to approval by the Employer. The Employer will designate the individual or individuals authorized to approve loans.
- (c) If a loan application is approved, the Employer will forward the approved application materials to MERS. The amount of the loan will be issued to the participant as soon as administratively feasible after the completed application is submitted to MERS and MERS determines that the participant is eligible for the requested loan.
- (d) If a loan application is denied, the Employer will notify the participant in writing.

III. Enforcement

In the event a filing under the IRS Employee Plans Compliance Resolution System becomes necessary with respect to a loan, the filing may, at MERS’ discretion, be managed by MERS; however, the Employer shall be responsible for paying all costs and fees associated with such filing, including legal fees.



BE IT RESOLVED, that the _____ Village of Council

(Governing Body)
of the _____ Village of Sparta

(Governmental Unit) hereby elects to adopt the provisions of Act No. 88,
Public Acts of 1961, as amended, and become a reciprocal unit under the Reciprocal Retirement Act; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be filed within ten
(10) days from the date of this election with:

Michigan Department of State
Office of the Great Seal
7064 Crowner Boulevard
Lansing, MI 48918

and

Municipal Employees' Retirement
System of Michigan
1134 Municipal Way
Lansing, MI 48917

MOVED BY: _____

SUPPORTED BY: _____

Ayes: _____ Nays: _____

Adopted: _____, _____
(Date)

I, _____, _____, of the
(Name) (Title)

_____ do hereby certify that the aforesaid is
(Governmental Unit)

a true and correct copy of a Resolution adopted at a regular meeting of the _____
_____ held on _____, _____.

(Signature of Authorized Official)

(Title)



ACTION MEMO

Staff Communication

DATE: August 12, 2024
TO: Village President Whalen and Members of Council
FROM: James A. Lower, Village Manager
RE: Res 24-06 Public Park Lots

SUMMARY OF REQUEST:

As council may recall, in October 2023 we passed an ordinance to give our local police more authority and enforcement options to address parking issue in public parking lots within the Village of Sparta. Since this time the ordinance has been very helpful in resolving several parking lot related issues.

However, when we created this ordinance, it was basically exclusively geared toward issues related to vehicles. While helpful, it has come to our attention that issues in our parking lots can just as easily be created by pedestrians. Therefore, the revisions to this ordinance take this into account and give our local police the tools they need to deal with both vehicle and pedestrian related issues that may occur in our village owned parking lots.

FINANCIAL IMPACT:

Minimal. Positive to the extent legal costs are saved in the future and ticket revenue is generated.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

I recommend a motion to adopt Ordinance 24-06.

**VILLAGE OF SPARTA
KENT COUNTY, MICHIGAN
Ordinance No 24-06**

At a regular meeting of the Village Council for the Village of Sparta held at the Sparta Civic Center on August 12, 2024 and commencing at 7:00pm pm., the following Ordinance was offered for adoption by Council Member _____ and was seconded by Council Member _____:

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE II, DIVISION 2, SECTION 70-66, AND TO ADD A NEW CHAPTER 70, ARTICLE VII, SECTIONS 70-301 THROUGH 70-308, INCLUSIVE, OF THE SPARTA VILLAGE CODE OF ORDINANCES.

THE VILLAGE OF SPARTA (“VILLAGE”) ORDAINS:

Section 1. Amendment of Chapter 70, Article II, Division 2, Section 70-66. Chapter 70, Article II, Division 2, Section 70-66 of the Sparta Village Code is amended to read as follows:

Sec. 70-66. – Schedule of offenses and penalties.

A schedule enumerating various offenses and corresponding penalties shall be as follows:

(1) Uniform Traffic Code violations.

UTC Section	Offense	Penalty
R28.1458	Unattended vehicle with motor running, or with key in ignition	\$25.00
R28.1617	Bicycle parking violations	10.00
R28.1801	Parking too far from curb	10.00
R28.1802	Parking too far from curb on one-way street	10.00
R28.1803	Angle parking violations	10.00
R28.1804	Violation of loading/unloading permit	10.00
R28.1809	Parked without dimming lights	10.00
R28.1813	Parking in alley unless authorized by sign	15.00
R28.1814	Parking for purpose prohibited by Rule 814	
R28.1814(a)	Displaying vehicle for sale	10.00
R28.1814(b)	Washing, working on or repairing vehicle	10.00
R28.1814(c)	Displaying advertising	10.00
R28.1814(d)	Selling merchandise	10.00
R28.1814(e)	Storage over 48 hours	15.00
R28.1818	Loading zone violation	10.00
R28.1819	Bus or taxicab unauthorized parking	10.00
R28.1820	Bus stop, taxicab stand violation	10.00

R28.1821	Parking meter violations	10.00
R28.1822	Meters, not parked within space	10.00

(2) *Michigan Vehicle Code violations.*

MVC Section	Offense	Penalty
257.674	Parking in location prohibited by Section 674	
257.674(1)(a)	On sidewalk	\$15.00
257.674(1)(b)	In front of a public or private driveway	25.00
257.674(1)(c)	Within an intersection	25.00
257.674(1)(d)	Within 15 feet of a fire hydrant	25.00
257.674(1)(e)	On a crosswalk	25.00
257.674(1)(f)	Within 20 feet of crosswalk, or 15 feet of highway intersection	25.00
257.674(1)(g)	Within 30 feet of a flashing beacon, stop sign, or traffic-control signal located at the side of a highway	20.00
257.674(1)(h)	Between a safety zone and the adjacent curb or within 30 feet of a point on the curb immediately opposite the end of a safety zone	10.00
257.674(1)(i)	Within 50 feet of the nearest rail of a railroad crossing	10.00
257.674(1)(j)	Within 20 feet of the driveway entrance to a fire station or within 75 feet on opposite side of a street	10.00
257.674(1)(k)	Alongside or opposite a street excavation or obstruction, if the stopping, standing, or parking would obstruct traffic	25.00
257.674(1)(l)	Double parking	25.00
257.674(1)(m)	Upon a bridge or other elevated highway structure or within a highway tunnel	10.00
257.674(1)(n)	In violation of official sign	15.00
257.674(1)(o)	Within 500 feet of an accident with police officer in attendance	10.00
257.674(1)(p)	In front of a theater	10.00
257.674(1)(q)	Blocking emergency exit	10.00
257.674(1)(r)	Blocking fire escape	25.00
257.674(1)(s)	In handicapped parking space	25.00
257.674(1)(t)	In access aisle adjacent to handicapped parking space	25.00
257.674(1)(u)	Blocking curb-cut or ramp for use by handicapped persons	25.00
257.674(1)(v)	Within 500 feet of a fire with fire apparatus in attendance	10.00
257.674(1)(w)	In violation of an official sign restricting the	15.00

	period of time for or manner of parking	
257.674(1)(x)	Parking meter violations	10.00
257.674(1)(y)	Obstructing mailbox	10.00
257.674(1)(z)	In a place or in a manner that blocks the use of an alley	15.00
257.674(1)(aa)	In a place or in a manner that blocks access to a space clearly designated as a fire lane	25.00

(3) *Village Code of Ordinances.*

Section	Offense	Penalty
70-9	Yard Parking	10.00
70-308	Public Parking Lot Violations	25.00

Section 2. Addition of Chapter 70, Article VII, Section 70-301 through Section 70-308, Inclusive. Chapter 70, Article VII, Section 70-301 through Section 70-308, inclusive, of the Sparta Village Code is added to read as follows:

Sec. 70-301. - Purpose.

The purpose of this ordinance is to regulate parking and pedestrian use of parking lots owned by the Village of Sparta to ensure the efficient use of parking spaces, to promote safety and environmental protection, and to maintain the smooth flow of traffic. This includes preventing long-term parking, the parking of recreational vehicles (including boats on trailers), and the parking of unattached trailers, in addition to prohibiting inoperable vehicles (including unregistered vehicles), vehicles leaking fluids, and improper parking that impedes normal vehicle traffic.

Sec. 70-302. - Definitions.

The following definitions shall apply to this article:

- (a) *Public parking lot.* Any area owned or operated by the Village designated for the parking of vehicles.
- (b) *Long-term parking.* The act of parking a vehicle in a public parking lot for a continuous period exceeding twenty-four (24) hours.
- (c) *Recreational vehicle.* Any motor vehicle designed or used for human habitation that contains sleeping, cooking, and/or toilet facilities, including motorhomes, travel trailers, and camper vans. All boats on trailers are also considered recreational vehicles regardless of whether they contain sleeping, cooking, or toilet facilities or are designed for human habitation.
- (d) *Unattached trailer.* A trailer that is not attached to a motor vehicle and is designed for use in transporting goods, cargo, vehicles, or boats.

- (e) *Inoperable vehicle.* Any vehicle that is unable to move under its own power, missing essential components required for safe and lawful operation under state and local laws, or does not have a current and valid vehicle registration as required by state and local laws.
- (f) *Leaking fluids.* The release of fluids, such as oil, gasoline, coolant, or other automotive fluids, from a vehicle, including any fluids that can pose environmental hazards.
- (g) *Improper parking.* Parking a vehicle in a manner that obstructs the normal flow of vehicle traffic, including, but not limited to, parking across multiple parking spaces, parking in a space reserved for handicapped without proper display of an appropriate permit for handicapped parking, parking in an area designated for the travel of vehicles, or parking in a way that impedes normal vehicle traffic.
- (h) *High-draw device.* An electrical device or component that requires a connection to a power outlet or receptacle to operate or charge the item and that draws a high amount of power from that outlet or receptacle. This includes, but is not limited to, electric vehicle chargers, space heaters, and engine block heaters.
- (i) *Long-term storage cover.* A bag, tarp, wrap, cover, or other item designed, made for, or used for the purpose of covering a vehicle from fender to bumper to protect the vehicle from dust, light, and other environmental exposure and placed on a vehicle for a period exceeding twenty-four (24) hours.

Sec. 70-303. – Prohibited parking.

- (a) The following activities are prohibited within public parking lots in the Village:
 - (1) Long-term parking.
 - (2) Parking of recreational vehicles.
 - (3) Parking of unattached trailers.
 - (4) Parking of inoperable vehicles.
 - (5) Parking of a vehicle leaking fluids.
 - (6) Improper parking.
 - (7) Use of long-term storage covers on vehicles.
- (b) These restrictions shall apply to all public parking lots in the Village and shall be enforced twenty-four (24) hours a day, seven (7) days a week.

Sec. 70-304. – Installation of signage.

- (a) The Village may erect and maintain conspicuous signage in all public parking lots to inform the public of this article, its regulations, and the consequences of improper parking.
- (b) If a public parking lot lacks the signage provided for in subsection (a), a Village police officer may enforce the provisions of this article 24 hours after the officer provides notice of the violation to the offender in either of the following ways:
 - (1) Verbally informing the owner or operator of the vehicle or the pedestrian of the violation of this article; or
 - (2) Posting a notice of the violation on the vehicle.

Sec. 70-305. – Designation of reserved parking spaces.

The Village Manager may designate certain parking spaces in public parking lots as reserved for permitted government employees during specified times. The reserved spaces shall be clearly marked with the word “RESERVED” and the hours of enforcement. It shall be prohibited for any non-permitted person to park in these designated parking spaces during the applicable enforcement period.

Sec. 70-306. – Exceptions and parking permits.

- (a) This article shall not apply to vehicles parked in public parking lots for the purpose of official government business, maintenance, or authorized events with written approval from the Village Manager or his/her designee or for emergency service vehicles in the course of rendering aid during an emergency.
- (b) The Village Manager is authorized to exempt certain vehicles or circumstances from the requirements of this article by the issuance of a parking permit. Such permits shall be subject to specific terms, conditions, and durations as determined by the Village Manager.

Sec. 70-307. – Prohibited conduct.

- (a) The use of bicycles, skateboards, roller skates, roller blades, or other such personal transportation devices shall be operated with due care and caution, and in such a manner as to not impede the safety or enjoyment of others in public parking lots.
- (b) The running of electrical cords, water hoses, ropes, wires, or other items that pose a tripping hazard to pedestrians in public parking lots is prohibited, unless associated with a Village-sanctioned event and such items are placed in a nonhazardous, organized manner and secured in such a manner as to minimize the risk of injury.
- (c) The use of a high-draw device in connection with a power outlet or receptacle located

in or near a public parking lot is prohibited.

- (d) Loitering in a space designated for the parking of vehicles in public parking lots is prohibited. This section applies regardless of whether a person is occupying a vehicle at the time they are loitering, attempting to prevent another vehicle from using the space, or utilizing the space without a purpose. The purpose of this section is to prioritize the quick turnover of vehicles, to promote convenient parking for those with physical limitations and for downtown visitors, and to enhance downtown business through easy access to parking.

Sec. 70-308. – Enforcement; penalties.

(a) *Enforcement.*

- (1) Officers of the Village police department shall enforce Section 70-303 and Section 70-305 in accordance with the procedures specified within Section 70-61 through Section 70-66.
- (2) Officers of the Village police department shall enforce Section 70-307.

(b) *Penalty.*

- (1) An individual who violates Section 70-303 or Section 70-305 shall be subject to a citation in accordance with the procedures specified within Section 70-61 through Section 70-66.
- (2) If an officer identifies a vehicle, including recreational vehicles and unattached trailers, to be in violation of this article and located with a public parking lot, the officer may have the vehicle towed at the expense of the owner.
- (3) An individual who violates Section 70-307 is responsible for a municipal civil infraction and is subject to the provisions of Section 1-7.
- (4) Each day on which any violation of this article continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense.
- (5) Willful noncompliance with this article or repeated violations may result in the offender being banned from a public parking lot by the Village Manager or his/her designee following the provision of notice. A person who is banned from a public parking lot may be subject to prosecution for the crime of trespassing upon returning to the lot after being banned.

Section 3. Conflict. Nothing in this Ordinance is to be construed to conflict with existing Village ordinances except as otherwise stated herein. Nothing in this Ordinance is to be construed to conflict with any other law of the State of Michigan.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with this Ordinance are repealed.

Section 5. Savings Clause. The provisions of this Ordinance are severable. If any part of this Ordinance is declared void or inoperable for any reason, such declaration does not void any or render inoperable other part or portion of this Ordinance.

Section 6. Effective Date. This Ordinance is effective twenty (20) days following its publication in the manner required by law.

YEAS:_____

NAYS:_____

ABSENT/ABSTAIN: _____

ORDINANCE NO. 24-06 ADOPTED.

CERTIFICATION

It is hereby certified that the foregoing Ordinance was adopted by the Village Council for the Village of Sparta, Kent County, Michigan, at a meeting of the Village Council duly called and held on August 12, 2024.

Katy Shelton
Village Clerk, Village of Sparta



Elizabeth Morse, DDA Director
194 E. Division / PO Box 142
Sparta, MI 49345
C. (616) 218-0488
www.spartachamber.com
ddadirector@spartami.org

The Sparta Town Square Project is headed toward final steps before construction begins. The plan is to repave the parking lot behind the arches and reaching all the way to Union Street, to include pedestrian safety items such as cross walks traffic calming measures like parking lot trees and new drive lanes, and include a new gathering space for the public that will have items such as a fire place, a small stage for performances, and updated outdoor seating. Additionally, the project will include moving the historic Railroad Depot Museum from North Union and repurposing it to become a public bathroom facility.

The DDA reviewed the attached design and approved the layout and design in June 2024.

FUNDING: The Village of Sparta with the Downton Development Authority secured the RAP grant (\$363,500) and secured CDBG funds (\$300,000) for this project. The project will require a match of \$100,000 from local dollars that we are working on securing additional funding to help off set the match on these grants to reduce the out-of-pocket expense from local funds.

TIMELINE: The construction timeline intends to begin late winter 2025 and be completed mid-summer 2025.

PROPOSAL APPROVAL: the proposal presented today to the Village of Sparta is for the attached revised conceptual plans to move forward with final design/engineering with Andrus Architecture for \$79,000 for structural engineering, soil borings, and final renderings. This will provide us the document to go to bid with as required by the RAP grant and CDBG grant guidelines. The architectural / engineering fee is reimbursable from the RAP grant funds.

An additional bid was considered by Flies and Vandebrink, that exceeded the Andrus proposal at an estimated \$107,400 and did not include soil borings or work on the restroom facility portion of the historical museum.

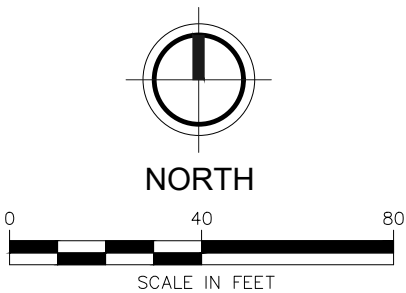
Please consider the following proposal from Andrus Architecture for final design / engineering prints.

Do not hesitate to contact me with any questions,

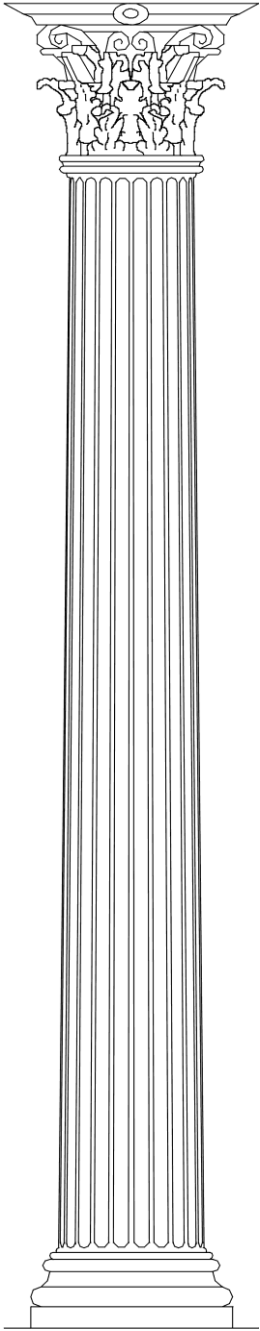
-Elizabeth



SPARTA
VILLAGE SQUARE PARK IMPROVEMENTS
CONCEPT PLAN
05.23.2024



Andrus Architecture



28 July 2024

Village of Sparta
Jim Lower- Village Manager
156 E. Division
Sparta, MI 49345

Cell: 616.902.4946
Email: Villagemanager@spartami.org

Re: Sparta Town Square
AA File: 24-077

Jim,

Thank you for the opportunity to present a professional design services fee proposal. Pursuant to our understanding of your project needs, we are presenting the following proposal:

A. Project Scope

The project scope is limited to the following:

1. Relocation and renovation of the train depot per our preliminary drawings
2. Gathering area similar to Fleis & Vandenbrink sketches
3. Stage
4. Village parking lot improvements similar to Fleis & Vandenbrink sketches

B. Scope of Services

The scope of services is limited to drawings as required for permitting and construction.

C. Fee

Andrus Architecture proposes to provide the aforementioned professional design services per the following fixed fee:

1. Architectural	\$20,000
2. Structural Engineering	\$ 6,000
3. HVAC / Electrical / Plumbing Engineering	\$12,000+/- (see attached)
4. Soil Borings / Geotech report	\$15,000 allowance
5. Surveying, Site / Civil Engineering	\$26,000 +/- (see attached)
6. Total	<u>\$79,000+/-</u>
7. Optional 3D Rendering	\$8,000

D. Additional Services *(Applicable if there is an Owner requested redesign and approved in advance by Owner)*

1. Principal Architect / Engineer	\$250 per hour
2. Project Management	\$150 per hour
3. Drafting/ CAD	\$100 per hour

E. Payment Schedule

1. A signed proposal must be received prior to preliminary drawing commencement.
2. Progress billings shall be rendered on a monthly basis to the client and shall be due and payable not more than thirty (30) days after issuance by Architect.
3. Substantial changes in project scope, project cost or scope of services will constitute additional services and be billed accordingly.

F. Additional Provisions

Andrus Architecture Inc. (hereafter referred to as Andrus) shall not be bound by any provision or agreement requiring or providing for arbitration of disputes arising out of this Agreement, any provision wherein Architect waives any rights to a lien, or any provision conditioning Andrus' right to receive payment for its work upon payment to client by any third party. These general conditions are notice, where required, that Andrus shall file a lien whenever necessary to collect past due amounts. Failure to make payment of properly invoiced amounts within thirty (30) days of invoice shall constitute a release of Andrus from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time. No action shall be commenced against Andrus in connection with the Work after the termination of two years following the date of final invoices.

Project contingency shall cover accumulations of errors or omissions for which Andrus or its engineers has sole responsibility up to five percent (5%) of the final total construction cost of work. Andrus total cumulative liability to the Owner, Contractor, and Subcontractors for any claims including but not limited to claims involving losses, expenses or damages shall be limited to an amount equal to no more than the fees paid minus Reimbursables paid by the owner to Andrus as of the date the claim is brought forth.

Andrus does not warrant that the Drawings produced will be either perfect or free from defects and does not have any control over the decisions of any Authorities Having Jurisdiction (AHJ) relative to their time schedules for reviewing the Documents or relative to any AHJ's interpretations of the Codes and Ordinances and mandated changes. This non-control of

the AHJ includes any changes they may make to previously agreed to/approved conditions or documents and any resulting additional construction costs or project delays to comply with changes.

Andrus does not generate or otherwise provide construction cost estimates and cannot be held accountable to design to or under a prescribed construction budget.

Any party may upon thirty (30) days written notice terminate this Agreement for any reason. Work in progress at the time of notice of termination of this Agreement by Andrus will be completed in a timely and diligent manner, provided the Owner has not failed substantially to perform in accordance with other terms of this Agreement. Notice of termination by any party will void this agreement.

If any dispute or controversy shall arise between the parties to this Agreement with respect to its construction terms or interpretation, or the rights of the parties under the terms of this Agreement, or with respect to the conduct of the parties under the terms of this Agreement, the prevailing party shall be entitled to recover all of their fees and costs, including reasonable attorney's fees, that may be incurred in connection with the resolution of each dispute or controversy.

Acceptance of this Agreement in part means accepting it in full and Andrus will be utilized as the Architect throughout the project per the terms of this Agreement.

If the above terms are acceptable, please sign this letter as our authorization to proceed.

Please contact us at 616.863.8850 or e-mail me at robert@andrusarchitecture.com with any questions or concerns. This fee proposal is valid for thirty days from the date of issuance.

Respectfully submitted,



Robert E. Andrus, AIA, NCARB
Andrus Architecture, Inc.

Accepted:

Jim Lower
Village of Sparta

Date

July 26, 2024

Robert Andrus
Andrus Architecture
11629 Northland Drive – Suite 200
Rockford, MI 49341

(via email)

**RE: Proposal for Site Surveying & Engineering Services
Sparta Town Square Improvements
Village of Sparta, Michigan**

Dear Mr. Andrus:

Holland Engineering, Inc (HEI) is pleased to offer the following proposal for survey, civil engineering, and landscape architecture services related to the construction of improvements within the Village Town Square area. These improvements will be located along Nash Creek, to the north of 171 E. Division Street, in the Village of Sparta, Kent County, Michigan. This proposal has been prepared based on the following:

- Our discussions regarding this project,
- The information contained in the RFP and concept plans that you sent over, and
- A cursory review of the Village Zoning Ordinance and Master Plan.

HEI has prepared this proposal based on our current understanding of the project, our knowledge of the site and surrounding area, the village ordinances, and our discussions regarding the project.

We understand that the Village had worked with Fleis and VandenBrink to develop a conceptual plan for improvements to the Village Square area and copies of those plans were provided with this request for proposal. Andrus Architecture is proposing on the creation of constructure documents and contract administration for a portion of the elements shown. At this time, the scope of work will include site work necessary to relocate and renovate an historic train depot, construct an outdoor gathering area with seating and a fireplace feature, and extend the existing pathway to reach the library. These projects will take place on Village owned property along Nash Creek. The relocated depot building will include new restroom facilities and will need connections to the public water and sanitary sewer systems. Due to the location and elevation of the proposed depot building, we anticipate that a small “canned” lift station may be necessary to pump the waste up to the public sewer in Division or Union Streets. Lastly, stormwater from the surrounding parking lots appears to flow to this area prior to discharge to the adjacent creek. We assume that stormwater management, to avoid negative impacts to new and existing infrastructure, will be an important part of this project.

After reviewing the FEMA floodplain maps and the wetland inventory maps, the area along the creek is within a regulated floodplain and non-paved areas are likely regulated wetlands. At this time, we believe that the depot building is not likely to require an EGLE permit, but the gathering area may require a permit, depending on what the features are and where they are located. For the purposes of this estimate, we are not including wetland delineation or permitting, and

floodplain permitting within our scope of work. However, we can provide a quote for those as additional services if required.

We have broken the proposal down into tasks. Below is a summary of those tasks and estimates of their associated costs:

- 1. Site Boundary and Topographical Survey:** HEI will complete a boundary and detailed topographic survey of the area of the proposed improvements and the immediate surrounding areas. This survey will be used as the basis for the project. Prior to completing the field survey work, we would request a copy of a current title policy for the property be provided to our office. We will also contact Miss Dig and/or applicable utility providers to obtain any utility sub information that they have for this lot. As part of this phase of the project, we propose to complete the necessary field data collections and prepare a project base drawing that will be used for the project moving forward.

Budget Cost: \$ 7,500

- 2. Site Plans:** Using our survey and the architectural building plans as a base, we will prepare a preliminary site plan for submittal to the Village and discussions with the Village staff. We anticipate that this preliminary site plan will include the basic site layout plan, site layout calculations, preliminary storm water management calculations, approximate site utility locations, identification of landscape areas, and a general storm water management plan. During this phase of the project, we have anticipated one (1) project team meetings to fully understand the Villages' needs and develop a site plan that works for them.

After all members of the project team agree on the site layout, we will prepare site plan approval drawings for submittal to the Village. We anticipate that the site plan approval package will include a detailed site plan, site layout calculations and summary, site demolition plan, storm water management and grading plan, storm water management calculations, site construction details, soil erosion control plan and details, a site utility plan, and a landscape planting plan. These plans, along with building elevations and floorplans (as provided by your office), will become part of the site plan submittal package that is reviewed by the Village. For the purposes of this estimate, we have included two (2) project team meetings and one (1) public hearing during this phase of the project. If attendance at additional meetings is desired or necessary to represent the project, we are happy to provide that service at our standard hourly billing rates.

Budget Cost: \$ 8,750

- 3. Local Permit Documents:** Based on our understanding of the project, we anticipate that the following local permit approvals will be required: storm water management approval from the Village of Sparta Engineer, a soil erosion and sedimentation control permit from the Kent County Road Commission, and approval for utility connections from the Village of Sparta Department of Public Works. For the purposes of this estimate, the preparation and submittal of the local permit applications and preparation of supporting documentation and calculations is included in this task.

Budget Cost: \$ 3,500

4. **Construction Documents:** Upon receiving final approval from the Village and the local permits have been obtained, or simultaneously, if desired, final construction and bidding documents will be prepared. For the purposes of this estimate, we have assumed these documents will consist of the previously prepared civil drawing set, applicable permit documents, and simple material and construction specifications for the site related portion of the project. These specifications along with the previously prepared civil drawing set will become part of the construction bid package as prepared by your office. Additionally, we have included a limited amount of time for answering RFI's or RFC's associated with the construction bidding process.

Budget Cost: \$ 1,450

5. **Construction Administration Services:** During the construction processes, we will coordinate and interpret the site construction documents as requested by the Contractor. This will include responding to any site related RFI's, reviewing submitted shop drawings, completing a final site punch list, and attending construction progress meetings at the request of the owner or the general contractor.

For budgetary purposes, we have also included attendance at four (4) project meetings during this phase of the project. If extra meetings are required, we are happy to attend and those would be invoiced at our standard billing rates as shown on the accompanying rate sheet.

Budget Cost: \$ 4,800

Total Budget Cost: \$ 26,000

For the purposes of this proposal, we have not included any additional work relating to:

- Geotechnical Engineering & Soils Investigations
- Structural Engineering
- Retaining Wall Design
- Public Utility Extensions
- LEED Accreditation
- Wetland Delineation and/or EGLE Permitting
- Floodplain Permitting
- Easements Documents & Exhibits
- Attendance at Additional Meeting(s)
- Construction Related Service(s)
- Post-Construction Related Service(s) (i.e. Engineer's Certification, As-built Plans, etc.)

If additional services are required, we will notify you and support this work at our standard billing rates. We have not included attendance of any meetings other than those mentioned above or any of the review/permit fees associated with the proposed project. **Please note that the client is responsible for paying all permit/review fees.**

The services outlined above are based on our current understanding of the project and the requirements of the municipal/agency reviews and are our best estimates of the efforts required



for the tasks listed for this project. We propose to invoice this project on a percent complete of the above noted fixed fees, with any approved additional services being invoiced in a separate project phase, if necessary. HEI will invoice at the end of each month and will not exceed the collective budget provided above without first receiving approval from you.

If you have any comments or questions concerning this proposal, or your project in general, we would be happy to discuss them with you. We appreciate this opportunity to be of service.

Sincerely,

Holland Engineering, Inc.

A handwritten signature in black ink that reads "Ryan Ysseldyke". The signature is written in a cursive, flowing style.

Ryan T. Ysseldyke, P.E.
Land Development Group Manager

July 25, 2024

Andrus Architecture, Inc.
Mr. Robert Andrus, AIA
11692 Northland Dr. - Suite 200
Rockford, MI 49341

Re: Sparta Village Town Square

Dear Robert,

Thank you for considering Comprehensive Engineering, PC for MEP engineering services on this project.

Project Understanding

We understand that the Village of Sparta has engaged your architectural services to design the relocation of an 800 square foot train depot to house their Parks & Recreation's public restrooms and display areas. The proposed building includes a gathering space, outdoor seating / stage, and a natural gas fireplace with upgrades to the building's mechanical, plumbing and electrical systems.

Towards the goal of a complete set of design documents for bidding and construction, we are pleased to offer this proposal for mechanical, plumbing, and electrical engineering services. Construction services are included.

Scope of Services

1. General
 - a. A coordination meeting with your firm and the owner.
 - b. Coordination with the required agencies.
 - c. Respond to plan reviews by Building Department, Health Department, and other Authorities Having Jurisdiction.
 - d. Submittal and shop drawing review of the major components we have specified.
 - e. Answer contractor questions, RFI's, etc.
 - f. Document clarification and issue bulletins as required.
 - g. A site visit for final punch at substantial completion of construction.
2. Mechanical
 - a. New HVAC System: Heating, Ventilation and Air Conditioning (HVAC) design to meet building code and ASHRAE standards and includes ductwork and gas piping systems.
 - b. Water Service: We will evaluate the city water service to verify if there is adequate flow and pressure to supply the proposed modifications. A Water Pressure and Flow Test Report for the site is recommended.
 - c. Plumbing System: Design of new toilet rooms and plumbing fixtures with associated piping. Design includes domestic water heater for the restrooms and electric cooled drinking fountain.
 - d. Sanitary System: Design of sanitary building drain from the building to a distance of 5 feet from the face of the building. We will coordinate sewer exit from the building with site civil engineer for their connection and piping to the municipal system.
 - e. Natural Gas System: Design includes associated gas piping to the new equipment.
3. Electrical
 - a. Interior power distribution design, from a new main service panel to the branch circuit loads. This includes power service design to the site along with coordination with the utility.
 - b. Assisting the Village in conversations with the utility regarding relocation of overhead lines in the area.
 - c. Interior and exterior lighting design including lighting controls to comply with current Energy Code. If requested by the Authority Having Jurisdiction, we will supply a lighting energy calculation proving compliance. Exterior lighting scope to include both building-mounted and pole-mounted

- luminaires.
- d. Building interior low-voltage systems provisions including empty conduit and junction box locations.

Services Excluded

1. General
 - a. Construction cost estimates.
 - b. Civil and structural engineering services.
 - c. Issuing multiple bid packages.
 - d. Optional alternate designs (Bid Alternates) to the selected base system.
 - e. Attendance at contractor coordination meetings on site.
 - f. CAD "as-built" drawings by incorporating contractor's red-lined prints into the design drawings.
 - g. Develop demolition plans of existing MEP equipment and devices.
2. HVAC
 - a. HVAC systems testing and balancing.
 - b. Structural support of mechanical equipment if Comprehensive Engineering is not contracted for structural engineering for this project.
 - c. On site assistance with HVAC systems start up, trouble shooting, system balancing, etc.
3. Plumbing
 - a. Booster water pump and sump pump systems design.
 - b. Baseline testing and scope of existing pipes are by others.
4. Electrical
 - a. Telephone equipment and cabling.
 - b. Data processing equipment and cabling.
 - c. Building lightning protection systems.
 - d. Paging systems.
 - e. Cable TV design.
 - f. Uninterruptible power supplies.
 - g. Building security systems.
 - h. Power systems studies or site-specific labeling at the service entrance equipment.
 - i. Fire alarm design.

Assumptions

1. General
 - a. A schematic package will be issued for owner approval, and once approved, establishes the direction for proceeding with final design.
 - b. We will be furnished with PDF files and CAD files of the completed floor plans. We can begin the final design once the floor plans are about 90% complete with only minor changes that may occur.
 - c. The specification will be abbreviated on the drawings.
 - d. Multiple bid packages will not be required.
 - e. There will be a construction manager involved in the project whose responsibility will be to assure the design meets the overall project construction budget including mechanical, electrical, and general trades.
 - f. Information on equipment to be incorporated into the project will be provided in a timely manner during the normal design sequence. This includes a list of each piece of equipment, its location, dimensions, weight, and mechanical and electrical connection requirements.
 - g. We will be furnished with a topographic and boundary survey in CAD format.

2. HVAC
 - a. The HVAC system budget is based on utilizing a furnace split AC system.
 - b. Ventilation provided by energy recovery units or a dedicated outdoor fan unit.
 - c. Supplement winter heat will be considered for lobby, entryway and stair exits.
 - d. The building envelope of the work areas will meet the current Energy Code requirements for minimum insulation values.
 - e. A new gas service will be provided with sufficient capacity to support the load requirements.
3. Plumbing
 - a. New water and sanitary sewer services will be provided. The current City water service has adequate pressure to supply the proposed modifications.
4. Electrical
 - a. A new electrical utility service will be designed in coordination with the new architectural and mechanical designs.
 - b. The Village will initiate a service request with the electric utility to establish a point of contact, then authorize Comprehensive Engineering to communicate directly with the utility to discuss technical matters.
 - c. A fire alarm system will not be required.

Fees for Professional Services

We propose to provide the professional services listed above for a fixed fee of \$12,000 including expenses.

This proposal along with the attached Terms and Conditions constitutes an Agreement. If this agreement is acceptable, please sign and return one copy as authorization to proceed.

Thank you for considering our firm for this project.

Sincerely,

COMPREHENSIVE ENGINEERING, PC



Kenneth H. Reigler, P.E., LEED-AP
Senior Mechanical Engineer
Principal

Comprehensive Engineering, PC is hereby authorized to proceed with the project based on the attached Terms and Conditions along with requirements set forth above.

Authorization Signature

Company

Date

TERMS AND CONDITIONS

Comprehensive Engineering, PC (The Engineer) shall perform the services in this agreement for the stated fee arrangement. The attached proposal letter, along with these Terms and Conditions, constitutes an agreement.

Billings/Payments: Invoices for the Engineer's services shall be submitted, at the Engineers option, either upon completion of such services or monthly. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. Please note that it is our policy to issue a Notice of Furnishing for contracts at the start of the project.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Changes: The Client may, during the course of this Agreement, request changes in the Scope of Services to be performed. Any increase or decrease in the amount of the Engineer's compensation must be initially agreed upon between the Client and the Engineer and shall be incorporated in written amendments to this agreement.

Project Delays: If the project is suspended for more than thirty calendar days, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there will be an equitable adjustment in the project schedule based on the delay caused by the suspension.

Force Majeure: If an event or circumstance beyond the Consultant's reasonable control occurs, including without limitation, an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of the Consultant, whether similar or dissimilar to any of the preceding, that cause the Consultant delay or additional expense ("Force Majeure Event"), then the consultant is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders the Consultant's performance impossible or impracticable, the Consultant has the right to terminate performance under this agreement consistent with any termination requirements that might exist in this Agreement. Upon request by the Client, the Consultant will furnish the Client with periodic reports regarding the impact of the Force Majeure Event on the Consultant's services.

Termination of Services: This agreement may be terminated by the Client, or the Engineer should the other fail to perform its obligations hereunder. Services may be suspended, and this Agreement may be terminated five calendar days' after written notice to the Client with no liability for costs or damages as a result of such suspension caused by any breach of this Agreement. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, including all reimbursable expenses.

Dispute Resolution: Any claims or disputes made during design, construction, or post-construction between the Client and Engineer shall be submitted to non-binding mediation as the primary method for dispute resolution.

Ownership of Documents: All documents, including electronic files, specifications, and drawings produced by the Engineer under this agreement shall remain the property of the Engineer and may not be used by the Client for any other endeavor without the written consent of the Engineer. The Engineer retains all common law, statutory and other reserved rights, including the copyright thereto.

Standard of Care: The Engineer shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This Agreement is not intended to create a fiduciary duty owed by either party to the other.

Assignment: This Agreement shall not be assigned or transferred by either the Engineer or the Client without the prior written consent of the other.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or cost attributable to the negligent acts, errors, or omissions of the Engineer.

Consequential Damages: To the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, partners, employees, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, profit, business, income, reputation, and any other damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

Limitation of Liability: The Client agrees to the fullest extent permitted by law, to limit the liability of the Engineer and his or her sub-consultants, for any and all claims to a total aggregate liability of \$10,000 for services rendered on this project.

Verification of Existing Conditions: Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions and because some of these assumptions may not be verifiable without expending exhaustive amounts of time or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to indemnify and hold the Engineer harmless from claims , liability or cost (including reasonable attorneys' fees) for injury or economic loss arising out of the professional services provided under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.



ACTION MEMO

Staff Communication

DATE: August 6, 2024
TO: Village President Whalen and Members of Council
FROM: William Hunter, Director of Public Works
RE: Dog Park Improvements'

Background

The current dog park does not meet the standards set by the Americans with Disabilities Act (ADA). While the gates to the large and small dog sections are sufficiently wide, the surface does not allow for a smooth transition from the accessible parking space to the park. Ensuring ADA compliance is crucial in demonstrating our commitment to inclusivity and making our community accessible to all residents.

Staff proposes constructing a 95-foot walkway and pad from the accessible stall to facilitate access for individuals with disabilities from their vehicles to the park. The estimated cost for this essential concrete work is \$5,500.

In addition, staff recommends several enhancements to improve the overall user experience:

- Expanding the small dog area to incorporate the existing drinking fountain.
- Installing an additional drinking fountain in the large dog area. The staff has already proceeded with the purchase of this additional drinking fountain to expedite the improvement process.

These enhancements will provide equal amenities for small and large dog owners, making the park more enjoyable for all users. They are estimated at \$7,967, bringing the total cost of the proposed improvements to \$13,467.

Collaboration with Property Owner:

The Village of Sparta is working closely with property owner Rex Baker to secure an easement for the parking spaces and the 95-foot walkway leading to the dog park on his property. This cooperation is vital to ensuring the successful implementation of the proposed improvements.

Benefits of the Improvements:

1. Enhanced Accessibility: Ensuring ADA compliance meets legal requirements and reinforces our dedication to being an inclusive community.
2. Improved User Experience: The additional drinking fountains and expanded areas will make the park more convenient and enjoyable, potentially increasing its usage and popularity.
3. Community Value: These upgrades will contribute to the long-term value of our community spaces, enhancing property values and overall community satisfaction.

By investing in these improvements, we meet ADA requirements and enhance the quality of life for our residents and their pets. We believe these changes will lead to increased community engagement and satisfaction.

Attachments:

Map



BAKER TYLER & DYLANA
425
E DIVISION ST NW
SPARTA HOLDINGS LLC
430
E DIVISION ST NW

IMKAMP PROPERTIES LLC 435
E DIVISION ST NW
CLAY RUSSELL J 465
E DIVISION ST NW

GREAT LAKES REAL ESTATE INVESTMENTS
476
E DIVISION ST NW

BERRIS FRANK G TRUST
500
E DIVISION ST NW

GREAT LAKES REAL ESTATE INV LLC
420
E DIVISION ST NW

SPARTA HOLDINGS LLC
430
E DIVISION ST NW

GREAT LAKES REAL ESTATE INVESTMENTS
476
E DIVISION ST NW

BERRIS FRANK G TRUST
500
E DIVISION ST NW

We are working with the property owner on an easement for the eight parking spaces

95' of 5' walkway.
We are working with the property owner for an easement

361 sqft of concrete.
Total cost of \$5,500

The relocation/installation of 125' of fencing for the small dog area.

New drinking fountain for the large dog area.

Cost of \$4,500

VILLAGE OF SPARTA
440
E DIVISION ST NW

BAKER INVESTMENT PROPERTIES LLC
406
E DIVISION ST NW

80 40 0 80 Feet



To: Sparta Village Council
From: Michael Krzciok, Airport Manager
Date: August 8, 2024
RE: Sparta Municipal Airport Monthly Report, July 2024

Fuel Sales:

Continued strong flight training, transient and based aircraft activity provided for another excellent month of fuel sales. Once again, the flight schools were booming and Sparta Aviation Flight School had their best July ever!

Month	Year	Transactions	Gallons Pumped
July	2024	423	8604
July	2023	391	7322
July	2022	358	7141
July	2021	359	7537

Airfield Project Update:

The BIL portion of the funding for the Apron Expansion & Reconstruction project was finally transferred to MDOT allowing us to move forward with construction scheduling. Currently it looks like we will be able to start on the expansion phase between September 9th and the 16th. There is the possibility now that the reconstruction phase could be pushed to spring of 2025.

Sparta Fly-in:

Spread the word mark your calendars for Saturday August 17! Our EAA Chapter 704 puts on a great pancake breakfast and fly-in. And don't forget the Friday evening cookout, Aug 16, 6-9pm, with music, burgers, brats, and soft drinks. Should be a great time at the airport! With the consistent rainfall we received in July the grass continues to grow non-stop. We are working hard to keep up with the mowing and to have the airport in tip top shape for the fly-in.

Airport Fundraising:

We kicked off our Airport Fundraiser with an announcement in our latest newsletter. Sparta Airport is self-funded and we are very thankful to be in a good financial position. However, if airport users would like to be a part of helping with future projects and keeping us "in the black," this may be a good option for them. Thanks to Jim for all his help with this!

Hangar Demand:

All hangars are occupied and demand for hangar space in West Michigan continues. We had no turn over in July and we added one more name to the waiting list.

Available Hangars	0
Upcoming Availability	0
T-Hangar Waitlist	52

PEACH RIDGE AIRFORCE / EAA CHAPTER 704 PRESENTS

11TH ANNUAL

Sparta Fly-in

AND COMMUNITY BREAKFAST

Sparta Airport • August 16-17, 2024



**Youth in Aviation...
the blueprint
of our future.**



Friday Night Cookout

6:00 - 9:00pm

Open to chapter members and guests

Music, Food, Soft Drinks

Burgers & Brats

Sponsored by Flo's Restaurant

Free Adult Airplane Rides*

COST: Donations Accepted

**Weather permitting*

Saturday Fly-in & Pancake Breakfast

8:00 - 11:00am

BIG Breakfast til 11:00am

Fly-in Planes of Many Types

Homebuilt Planes, Vintage Planes

Historic Car Display

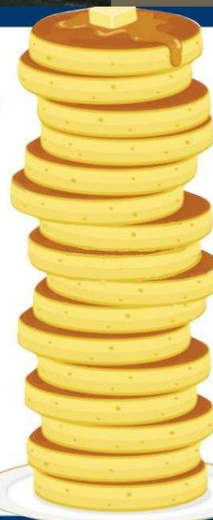
Silent Auction

Young Eagle Flights

*Kids fly free (8-17 years old -
pre-register at yeday.org)**

COST: \$10.00 per person

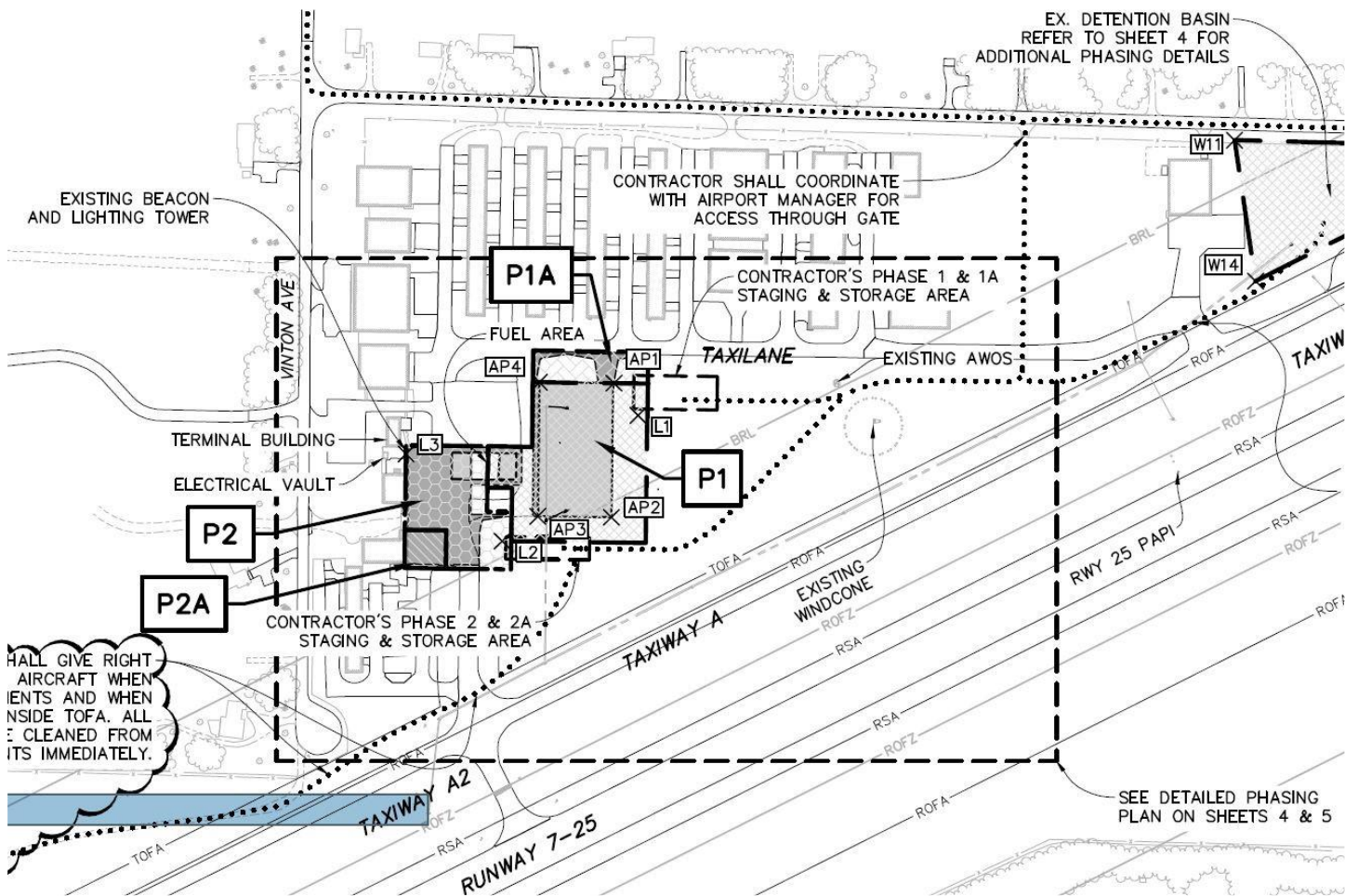
\$5.00 per kid under 8



Free Admission to the Airport Grounds

This event sponsored by







Subject: Help Us Reach New Heights— Sparta Airport Fundraiser Kicks Off!

Dear Sparta Airport Community,

We are excited to announce the launch of the 1st Annual Sparta Airport Fundraiser! Your support is crucial in helping us achieve our 2024 goal of raising \$20,000 to enhance and maintain our beloved airport.

We're thrilled to share that thanks to the generous donations from our early supporters, we've already reached 10% of our goal! This is a fantastic start, but we still have a long way to go, and we need your help to get there.

Why Your Contribution Matters:

- **Matching Grants at the Airport:**Your donations will help us secure matching grants, multiplying the impact of every dollar you give.
- **Major Tree Trimming Projects:** Ensuring the safety and accessibility of our airport is a top priority.
- **Other Exciting Airport Opportunities:**Your support will enable us to explore and implement new initiatives to improve our facilities and services.

Every Donation Counts:No amount is too small— every contribution brings us one step closer to our goal. Whether you can give \$5, \$500, or \$2,500 your generosity will make a significant difference.

How to Donate:Donations can be sent to the Village of Sparta with "Airport" in the memo line. Checks can be mailed to: Village of Sparta 156 E. Division Sparta, MI 49345

Thank you for your support,

James A. Lower
Village Manager
Village of Sparta

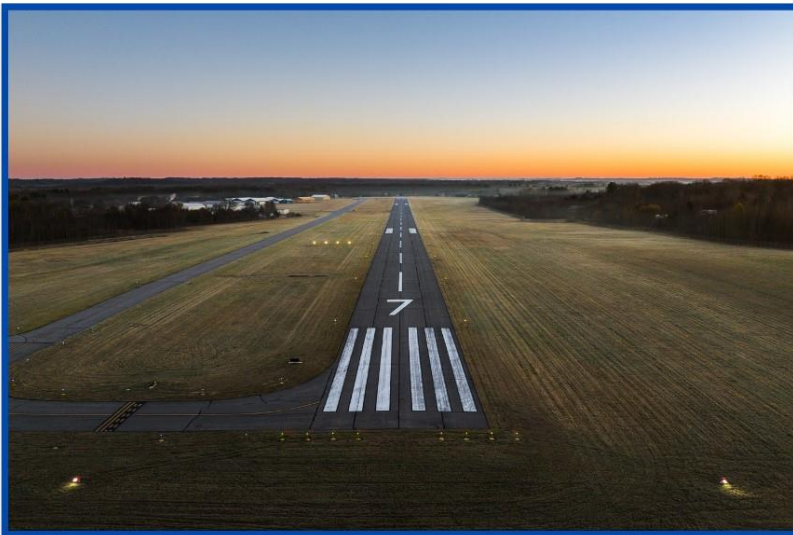


1st Annual
***Sparta
Airport***
FUNDRAISER

Donations will help to support

- *Matching Grants at the Airport*
- *Major Tree Trimming Projects*
- *Other Exciting Airport Opportunities!*

***2024 Goal:
Raise \$20,000***



Contact:

Jim Lower, 616-902-4946
villagemanager@spartami.org

*Checks can be sent to the Village of
Sparta with "Airport" in the memo line
Village of Sparta
156 E. Division
Sparta, MI 49345*

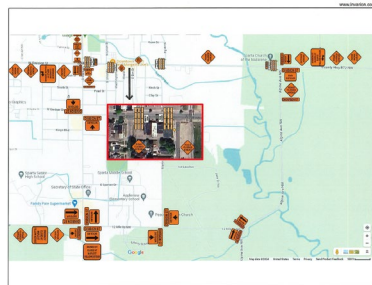


ACTION MEMO

Staff Communication

DATE: August 6, 2024
TO: Village President Whalen and Members of Council
FROM: William Hunter, Director of Public Works
RE: DPW Monthly Update

Project Name:	Banners in the Village limits
Project Manager/Lead	William Hunter
Project Scope:	Consumers have approached me about having Village banners attached to their poles. Pole attachment agreements are required for this, which cost approximately \$18 per pole per year. In addition, all of the banners will need to be reinstated according to consumers' specifications.
Issues/Items of Note:	Consumers have responded to our application and are now requesting an engineered rendering of the pole attachment. Additionally, we are required to input all our pole locations into a GIS-formatted program.
Project Name:	Centennial/Washington Street Storm Sewer
Project Manager/Lead	William Hunter
Project Scope:	Extending the storm sewer on Centennial between Maple and Washington and on Washington between Centennial and W. Gardner. These are the first two phases of a project that is intended to reduce I&I and address aging storm infrastructure that is not all in the public right-of-way or existing easements.
Issues/Items of Note:	The project is 20% complete at this time.
Project Name:	DSMI-Update
Project Manager/Lead	William Hunter
Project Scope:	The two thousand eighteen revisions to the Michigan Safe Drinking Water Act, 1976 PA 399, as amended, require that water supplies develop and maintain a CDSMI. Under Rule 325.11604(c)(ii), a CDSMI must be submitted to the Michigan Department of Environment, Great Lakes, and

	Energy (EGLE) by January 1, 2025. Update: EPA requires all communities to complete it by October 1, 2024.
Issues/Items of Note:	The updated Lead & Copper rule requires communities to randomly verify 20% of all unknown services, including 53 sites on our DSMI. To conduct these random verifications, staff members must use a 2015 Vac-con Truck and Village staff to pothole the stop box and specific points at the main. We are currently 87% complete with our random verifications.
Project Name:	Buth Generator Project Update
Project Manager/Lead	William Hunter
Project Scope:	This project involves relocating the generator from the wastewater treatment plant to the Buth sewer lift station. This initiative is critical for enhancing the reliability and efficiency of our village's sewer system, particularly the Buth station, which exhibits significantly higher usage rates than other stations.
Issues/Items of Note:	The project will be completed in September 2024
Project Name:	Division Detour-Utility Work
Project Manager/Lead	KCRC
Project Scope:	This two-day detour is required because water and storm sewer utilities are being installed in the 200 block of Division.
Issues/Items of Note:	
Project Name:	Surf Broadband
Project Manager/Lead	Surf Broadband Contractor
Project Scope:	Installing fiber broadband in designated areas within the Village limits will give our residents another vendor for their internet needs.
Issues/Items of Note:	The surfnet contractor should be starting in the next 2-3 weeks.

Here are just some of the other tasks DPW staff has been working on over the last month:

7-1-24:

- Miss Dig
- Construction letters distributed
- Old Orchard sample
- Turned on Splashpad
- Water service repair
- Unloaded fence to Kent City
- Picked up brush

- Posted reservations
- Trash pickup

7-9-24:

- Miss Dig
- Old Orchard sample
- Filled potholes on Kings Blvd.
- Hauled sand for water repair
- Picked up brush
- Turned on Splashpad
- Cleaned catch basins
- Picked up a cold patch
- Moved picnic tables for the concert

7-10-24:

- Miss Dig
- Cleared flume at Old Orchard
- Picnic table repair
- Applewood lift station repairs
- Turned on Splashpad
- Tree trimming
- Concert preparation
- Trash pickup at the office
- Vac-Con repairs

7-11-24:

- Miss Dig
- Old Orchard sample
- Cleaned splash pad and turned it on
- Mowing and trimming
- Picked up after the concert
- Visited the obstruction site
- Set up for a mini-concert and kids' market tonight
- Filled potholes
- Went shopping for office supplies

7-12-24:

- Miss Dig
- Pump repair at Buth
- Brush pickup
- Weed control
- Swept Main Street
- Tool Cat repair
- Trash pickup
- Delivered festival supplies to the bowling alley
- Repaired handicap swing at Rogers

7-15-24:

- Miss Dig

- Sweeper maintenance
- Mowing and trimming
- Took trucks to Local Heroes Night at Balyeat
- Vac-Con repair
- Trash pickup

7-16-24:

- Old Orchard sample
- Mowing and trimming
- Street sweeping
- Assisted the water department with potholing
- Turned on splash pad
- Picked up garbage from the office
- Picked up trucks from last night's Heroes event

7-17-24:

- Miss Dig
- Mowing and trimming
- Painting crosswalks
- Street sweeping
- Turned on splash pad
- Vac-Con maintenance
- Weed control

7-18-24:

- Miss Dig
- Old Orchard sample
- Filled potholes
- Sweeper maintenance
- Street sweeping
- Tree trimming
- Weed control
- Painted crosswalks

7-19-24:

- Miss Dig
- Trash collection
- Cut down trees blocking the view on S. Elm
- Adjusted flower pots downtown
- Weed control
- Street sweeping
- Pushed up the brush pile
- Turned on Splashpad

7-22-24:

- Miss Dig
- Trash collection
- Moved picnic tables for mowing at Rogers
- Mowing and trimming

- Trimmed trees
- Pushed up brush
- Had gas keys made for Vac-Con and sweeper

7-23-24:

- Miss Dig
- Turned on Splashpad
- Swing repair
- Street sweeping
- Tree trimming
- Dog park ADA compliance
- Leveled WTP drive
- Picked up brush on Harper along the curb to prepare for sweeping

7-24-24 and 7-25-24:

- Miss Dig
- Street sweeping
- Marking and exposing electricity at Balyeat Park for contractor
- Set up for Thursday's concert
- Form inspection
- Turned on splash pad
- Old Orchard sample
- Put up park reservations
- Cleaned Lamoreaux Park pavilion

8-1-24 and 8-2-24:

- Miss Dig
- Mowing and trimming
- Sweeper maintenance
- Street sweeping
- Picked up scanned as-builts
- Picked up repaired forks
- Put up social district signs
- Mower maintenance
- Sewer checks
- Lift station checks
- Driveway inspection
- Garbage collection
- Street painting
- Equipment cleaning

8-5-24:

- Miss Dig
- Set up Civic
- Trash collection
- Post repair at Rogers
- Talked to 326 N. Union about ditch repair
- Filled potholes
- Picked up riprap from KCRC



Sparta Police Department

Andrew M. Milanowski

Chief of Police

260 W. Division - Sparta MI 49345 - Office (616) 887-8716 - Fax (616) 887-7681

MONTHLY REPORT JULY 2024

Crime Report Information:

The "Incident Description Count Report" for July 2024 is attached.

Incidents of interest

#24-1158, Officer Soules has finished his investigation of an identity theft complaint where a woman attempted to secure money from a local bank with a stolen ID. Charges have been issued and the suspect is awaiting court action.

#24-1198, Officer Jones has completed a lengthy investigation of bank fraud in the amount of \$25,000. This investigation involved obtaining many search warrants. A Cedar Springs woman has been charged with 4 felonies and is currently awaiting court action.

Traffic

The "Ticket Offense Report" for July is attached.

Parking Citations for July

Zero (0)

Department Issues

Leah Wynbeek is our new part-time officer. She was hired on 7/29/24 after a lengthy background investigation. This took a bit longer as MCOLES has enacted new standards to follow and submit for license activation. She comes to us from Grand Rapids, and is currently in phase one of field training. She is doing very well at this point. I hope to have her on the street by herself within 6 weeks.

Incident Description Count Report

Report Criteria:

Start Date	End Date	Status
07/01/2024	07/31/2024	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>2 CAR PDA - NO UD10</i>					Count: 1
24-001465	07/15/2024	2 CAR PDA - NO UD10		KUSMIERSKI, TRAVIS	Closed
<i>911 OPEN LINE</i>					Count: 1
24-001397	07/05/2024	911 OPEN LINE		KUSMIERSKI, TRAVIS	Closed
<i>ABANDONED BIKE</i>					Count: 1
24-001542	07/26/2024	ABANDONED BIKE		SOULES, CALEB HOWARD	Closed
<i>ABANDONED VEHICLE</i>					Count: 2
24-001474	07/16/2024	ABANDONED VEHICLE		JONES, CALEB	Closed
24-001515	07/22/2024	ABANDONED VEHICLE		KUSMIERSKI, TRAVIS	Closed
<i>ABANDONED VEHICLE >48 HOURS</i>					Count: 1
24-001143	07/12/2024	ABANDONED VEHICLE >48 HOURS		PRICE, DAVE	Closed
<i>ALARM</i>					Count: 3
24-001390	07/04/2024	ALARM		KUSMIERSKI, TRAVIS	Closed
24-001456	07/14/2024	ALARM		KUSMIERSKI, TRAVIS	Closed
24-001457	07/14/2024	ALARM		KUSMIERSKI, TRAVIS	Closed
<i>ALARM FALSE TRIP</i>					Count: 2
24-001362	07/01/2024	ALARM FALSE TRIP		PRICE, DAVE	Closed
24-001495	07/20/2024	ALARM FALSE TRIP		PRICE, DAVE	Closed
<i>ANIMAL CRUELTY</i>					Count: 1
24-001540	07/26/2024	ANIMAL CRUELTY		SOULES, CALEB HOWARD	Closed
<i>ASSAULT/THREATS REPORT</i>					Count: 1
24-001423	07/09/2024	ASSAULT/THREATS REPORT		SOULES, CALEB HOWARD	Closed
<i>ASSIST / TOT LARA</i>					Count: 1
24-001572	07/31/2024	ASSIST / TOT LARA		PRICE, DAVE	Closed
<i>ASSIST COUNTY WITH JUVENILE</i>					Count: 1
24-001489	07/19/2024	ASSIST COUNTY WITH JUVENILE		KUSMIERSKI, TRAVIS	Closed
<i>ASSIST KCSO</i>					Count: 3
24-001453	07/14/2024	ASSIST KCSO		SIETSEMA, ETHAN	Closed
24-001503	07/22/2024	ASSIST KCSO		BULTSMA, ZACHARY NEAL	Closed
24-001561	07/30/2024	ASSIST KCSO		BULTSMA, ZACHARY NEAL	Closed

Incident Description Count Report

Report Criteria:

Start Date	End Date	Status
07/01/2024	07/31/2024	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>ASSIST KCSO - CIVIL STAND BY</i>					Count: 1
24-001507	07/21/2024	ASSIST KCSO - CIVIL STAND BY		JONES, CALEB	Turned Over
<i>ASSIST KCSO - VERBAL DOMESTIC</i>					Count: 1
24-001508	07/21/2024	ASSIST KCSO - VERBAL DOMESTIC		JONES, CALEB	Turned Over
<i>ASSIST KCSO- LARCENY</i>					Count: 1
24-001524	07/24/2024	ASSIST KCSO- LARCENY		SIETSEMA, ETHAN	Closed
<i>ASSIST MEDICAL</i>					Count: 2
24-001528	07/24/2024	ASSIST MEDICAL		KUSMIERSKI, TRAVIS	Closed
24-001539	07/26/2024	ASSIST MEDICAL		SOULES, CALEB HOWARD	Closed
<i>ASSIST ROCKFORD</i>					Count: 1
24-001469	07/16/2024	ASSIST ROCKFORD		BULTSMA, ZACHARY NEAL	Closed
<i>ASSIST SFD</i>					Count: 1
24-001422	07/09/2024	ASSIST SFD		SOULES, CALEB HOWARD	Closed
<i>BARKING DOG</i>					Count: 1
24-001381	07/03/2024	BARKING DOG		SOULES, CALEB HOWARD	Closed
<i>BROADCAST</i>					Count: 3
24-001494	07/21/2024	BROADCAST		BULTSMA, ZACHARY NEAL	Closed
24-001520	07/23/2024	BROADCAST		SIETSEMA, ETHAN	Closed
24-001531	07/25/2024	BROADCAST		JONES, CALEB	Closed
<i>BROADCAST OWI DRIVER</i>					Count: 1
24-001473	07/16/2024	BROADCAST OWI DRIVER		JONES, CALEB	Closed
<i>CAR FIRE</i>					Count: 1
24-001450	07/13/2024	CAR FIRE		JONES, CALEB	Closed
<i>CCH FOR CRIMINAL JUSTICE EMPLOYEMENT</i>					Count: 1
24-000119	07/11/2024	CCH FOR CRIMINAL JUSTICE EMPLOYEMENT		PRICE, DAVE	Closed
<i>CIVIL DISPUTE</i>					Count: 1
24-001478	07/17/2024	CIVIL DISPUTE		JONES, CALEB	Closed
<i>CIVIL ISSUE</i>					Count: 1
24-001514	07/22/2024	CIVIL ISSUE		KUSMIERSKI, TRAVIS	Closed
<i>CIVIL MATTERS</i>					Count: 1
24-001496	07/20/2024	CIVIL MATTERS		PRICE, DAVE	Closed
<i>CIVIL STANDBY / DISORDERLY MOTHER</i>					Count: 1
24-001497	07/20/2024	CIVIL STANDBY / DISORDERLY MOTHER		PRICE, DAVE	Closed

Incident Description Count Report

Report Criteria:

Start Date	End Date	Status
07/01/2024	07/31/2024	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>CRIMINAL HISTORY CHECK</i>					Count: 8
24-000125	07/22/2024	CRIMINAL HISTORY CHECK		ALT, BROOKE L	Closed
24-000126	07/23/2024	CRIMINAL HISTORY CHECK		ALT, BROOKE L	Closed
24-000127	07/23/2024	CRIMINAL HISTORY CHECK		ALT, BROOKE L	Closed
24-000129	07/23/2024	CRIMINAL HISTORY CHECK		ALT, BROOKE L	Closed
24-000130	07/24/2024	CRIMINAL HISTORY CHECK		ALT, BROOKE L	Closed
24-000131	07/24/2024	CRIMINAL HISTORY CHECK		ALT, BROOKE L	Closed
24-000132	07/25/2024	CRIMINAL HISTORY CHECK		ALT, BROOKE L	Closed
24-000136	07/29/2024	CRIMINAL HISTORY CHECK		ALT, BROOKE L	Closed
<i>CRIMINAL HISTORY CHECKS</i>					Count: 4
24-000114	07/01/2024	CRIMINAL HISTORY CHECKS		ALT, BROOKE L	Closed
24-000118	07/09/2024	CRIMINAL HISTORY CHECKS		ALT, BROOKE L	Closed
24-000120	07/11/2024	CRIMINAL HISTORY CHECKS		ALT, BROOKE L	Closed
24-000124	07/22/2024	CRIMINAL HISTORY CHECKS		ALT, BROOKE L	Closed
<i>CSC</i>					Count: 1
24-001535	07/25/2024	CSC		BULTSMA, ZACHARY NEAL	Open
<i>DEFACING OF PROPERTY</i>					Count: 1
24-001525	07/24/2024	DEFACING OF PROPERTY		JONES, CALEB	Open
<i>DISORDERLY</i>					Count: 1
24-001554	07/27/2024	DISORDERLY		BULTSMA, ZACHARY NEAL	Closed
<i>DOG POOP COMPLAINT</i>					Count: 1
24-001512	07/22/2024	DOG POOP COMPLAINT		KUSMIERSKI, TRAVIS	Closed
<i>DOMESTIC</i>					Count: 2
24-001541	07/26/2024	DOMESTIC		SOULES, CALEB HOWARD	Closed
24-001543	07/27/2024	DOMESTIC		BULTSMA, ZACHARY NEAL	Closed
<i>DOMESTIC / THREATS</i>					Count: 1
24-001498	07/20/2024	DOMESTIC / THREATS		PRICE, DAVE	Closed
<i>DOMESTIC ASSAULT</i>					Count: 1
24-001504	07/21/2024	DOMESTIC ASSAULT		JONES, CALEB	Closed
<i>DOMESTIC REPORT ONLY</i>					Count: 1
24-001419	07/08/2024	DOMESTIC REPORT ONLY		SOULES, CALEB HOWARD	Closed
<i>DROVE W/ LIC. EXP.</i>					Count: 1
24-001395	07/05/2024	DROVE W/ LIC. EXP.		JONES, CALEB	Turned Over
<i>FALSE ALARM</i>					Count: 2
24-001454	07/14/2024	FALSE ALARM		SIETSEMA, ETHAN	Closed
24-001460	07/15/2024	FALSE ALARM		SIETSEMA, ETHAN	Closed

Incident Description Count Report

Report Criteria:

Start Date	End Date	Status
07/01/2024	07/31/2024	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>FIREWORKS</i>					Count: 2
24-001411	07/07/2024	FIREWORKS		JONES, CALEB	Closed
24-001437	07/11/2024	FIREWORKS		JONES, CALEB	Closed
<i>FIREWORKS COMPLAINT</i>					Count: 2
24-001392	07/04/2024	FIREWORKS COMPLAINT		KUSMIERSKI, TRAVIS	Closed
24-001393	07/05/2024	FIREWORKS COMPLAINT		SIETSEMA, ETHAN	Closed
<i>FOUND CHILD</i>					Count: 1
24-001562	07/30/2024	FOUND CHILD		JONES, CALEB	Closed
<i>FOUND DRUGS</i>					Count: 1
24-001511	07/22/2024	FOUND DRUGS		KUSMIERSKI, TRAVIS	Closed
<i>FOUND PROPERTY</i>					Count: 1
24-001475	07/17/2024	FOUND PROPERTY		JONES, CALEB	Closed
<i>FOUND WALLET</i>					Count: 1
24-001492	07/19/2024	FOUND WALLET		KUSMIERSKI, TRAVIS	Closed
<i>FRIEND OF THE COURT ISSUE</i>					Count: 1
24-001464	07/15/2024	FRIEND OF THE COURT ISSUE		KUSMIERSKI, TRAVIS	Closed
<i>GAS DRIVE OFF</i>					Count: 1
24-001551	07/27/2024	GAS DRIVE OFF		SOULES, CALEB HOWARD	Closed
<i>GENERAL ASSIST</i>					Count: 1
24-001369	07/02/2024	GENERAL ASSIST		JONES, CALEB	Closed
<i>GRPD ASSIST</i>					Count: 1
24-001499	07/21/2024	GRPD ASSIST		BULTSMA, ZACHARY NEAL	Closed
<i>HARASSMENT</i>					Count: 1
24-001382	07/03/2024	HARASSMENT		SIETSEMA, ETHAN	Closed
<i>HIT AND RUN</i>					Count: 1
24-001379	07/03/2024	HIT AND RUN		SOULES, CALEB HOWARD	Open
<i>ILLEGAL DUMPING</i>					Count: 1
24-001463	07/15/2024	ILLEGAL DUMPING		KUSMIERSKI, TRAVIS	Closed
<i>KCSO ASSIST</i>					Count: 1
24-001537	07/26/2024	KCSO ASSIST		BULTSMA, ZACHARY NEAL	Closed
<i>KIDS USING LANGUAGE</i>					Count: 1
24-001553	07/27/2024	KIDS USING LANGUAGE		SOULES, CALEB HOWARD	Closed

Incident Description Count Report

Report Criteria:

Start Date	End Date	Status
07/01/2024	07/31/2024	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>LOCAL RECORDS CHECK</i>					Count: 10
24-000115	07/01/2024	LOCAL RECORDS CHECK		ALT, BROOKE L	Closed
24-000116	07/03/2024	LOCAL RECORDS CHECK		ALT, BROOKE L	Closed
24-000117	07/09/2024	LOCAL RECORDS CHECK		ALT, BROOKE L	Closed
24-000121	07/18/2024	LOCAL RECORDS CHECK		ALT, BROOKE L	Closed
24-000122	07/18/2024	LOCAL RECORDS CHECK		ALT, BROOKE L	Closed
24-000123	07/18/2024	LOCAL RECORDS CHECK		ALT, BROOKE L	Closed
24-000128	07/23/2024	LOCAL RECORDS CHECK		ALT, BROOKE L	Closed
24-000133	07/25/2024	LOCAL RECORDS CHECK		ALT, BROOKE L	Closed
24-000134	07/25/2024	LOCAL RECORDS CHECK		ALT, BROOKE L	Closed
24-000135	07/26/2024	LOCAL RECORDS CHECK		ALT, BROOKE L	Closed
<i>LOCK OUT</i>					Count: 3
24-001370	07/02/2024	LOCK OUT		JONES, CALEB	Closed
24-001430	07/10/2024	LOCK OUT		JONES, CALEB	Closed
24-001558	07/29/2024	LOCK OUT		JONES, CALEB	Closed
<i>LOCKOUT</i>					Count: 1
24-001378	07/03/2024	LOCKOUT		SOULES, CALEB HOWARD	Closed
<i>LOST DOG</i>					Count: 1
24-001448	07/13/2024	LOST DOG		JONES, CALEB	Closed
<i>LOST FOUND</i>					Count: 1
24-001388	07/04/2024	LOST FOUND		SOULES, CALEB HOWARD	Closed
<i>LOST MONEY</i>					Count: 1
24-001491	07/19/2024	LOST MONEY		KUSMIERSKI, TRAVIS	Closed
<i>LOUD MUSIC</i>					Count: 1
24-001365	07/01/2024	LOUD MUSIC		KUSMIERSKI, TRAVIS	Closed
<i>MDOP</i>					Count: 1
24-001383	07/03/2024	MDOP		SIETSEMA, ETHAN	Closed
<i>MED 1 ECHO</i>					Count: 1
24-001466	07/15/2024	MED 1 ECHO		KUSMIERSKI, TRAVIS	Closed
<i>MEDICAL ASSIST</i>					Count: 1
24-001480	07/17/2024	MEDICAL ASSIST		SIETSEMA, ETHAN	Closed
<i>MOTORIST ASSIST</i>					Count: 2
24-001436	07/11/2024	MOTORIST ASSIST		JONES, CALEB	Closed
24-001471	07/16/2024	MOTORIST ASSIST		JONES, CALEB	Closed
<i>MSP ASSIST</i>					Count: 1
24-001470	07/16/2024	MSP ASSIST		BULTSMA, ZACHARY NEAL	Turned Over

Incident Description Count Report

Report Criteria:

Start Date	End Date	Status
07/01/2024	07/31/2024	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>MSP ASSIST</i>					Count: 1
<i>NEIGHBOR ISSUES</i>					Count: 1
24-001552	07/27/2024	NEIGHBOR ISSUES		SOULES, CALEB HOWARD	Closed
<i>NOISE COMPLAINT</i>					Count: 9
24-001371	07/02/2024	NOISE COMPLAINT		JONES, CALEB	Closed
24-001409	07/07/2024	NOISE COMPLAINT		BULTSMA, ZACHARY NEAL	Closed
24-001428	07/09/2024	NOISE COMPLAINT		SIETSEMA, ETHAN	Closed
24-001441	07/12/2024	NOISE COMPLAINT		BULTSMA, ZACHARY NEAL	Closed
24-001459	07/15/2024	NOISE COMPLAINT		SIETSEMA, ETHAN	Closed
24-001467	07/15/2024	NOISE COMPLAINT		KUSMIERSKI, TRAVIS	Closed
24-001472	07/16/2024	NOISE COMPLAINT		JONES, CALEB	Closed
24-001559	07/29/2024	NOISE COMPLAINT		KUSMIERSKI, TRAVIS	Closed
24-001577	07/31/2024	NOISE COMPLAINT		SIETSEMA, ETHAN	Closed
<i>OBSCENE</i>					Count: 1
24-001522	07/23/2024	OBSCENE		SIETSEMA, ETHAN	Closed
<i>OUT OF CONTROL 8 YEAR OLD</i>					Count: 1
24-001519	07/23/2024	OUT OF CONTROL 8 YEAR OLD		KUSMIERSKI, TRAVIS	Closed
<i>OWI</i>					Count: 1
24-001375	07/03/2024	OWI		BULTSMA, ZACHARY NEAL	Closed
<i>OWI 2ND</i>					Count: 1
24-001493	07/19/2024	OWI 2ND		BULTSMA, ZACHARY NEAL	Closed
<i>PACKAGE THEFT</i>					Count: 1
24-001476	07/17/2024	PACKAGE THEFT		JONES, CALEB	Open
<i>PARKING COMPLAINT</i>					Count: 1
24-001532	07/25/2024	PARKING COMPLAINT		BULTSMA, ZACHARY NEAL	Closed
<i>PBT</i>					Count: 1
24-001479	07/17/2024	PBT		JONES, CALEB	Closed
<i>PEDESTRIAN HIT AND RUN</i>					Count: 1
24-001477	07/17/2024	PEDESTRIAN HIT AND RUN		JONES, CALEB	Open
<i>PERSON DOING DONUTS</i>					Count: 1
24-001376	07/03/2024	PERSON DOING DONUTS		SOULES, CALEB HOWARD	Closed

Incident Description Count Report

Report Criteria:

Start Date	End Date	Status
07/01/2024	07/31/2024	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>RE-OPEN 24-1554</i>					Count: 1
24-001555	07/28/2024	RE-OPEN 24-1554		KUSMIERSKI, TRAVIS	Closed
<i>REPORTED ABANDONED VEHICLE</i>					Count: 1
24-001368	07/02/2024	REPORTED ABANDONED VEHICLE		JONES, CALEB	Closed
<i>RETURN LOST PROPERTY</i>					Count: 1
24-001364	07/01/2024	RETURN LOST PROPERTY		JONES, CALEB	Closed
<i>SCAM</i>					Count: 1
24-001461	07/15/2024	SCAM		JONES, CALEB	Closed
<i>SOLICITOR</i>					Count: 1
24-001513	07/22/2024	SOLICITOR		KUSMIERSKI, TRAVIS	Closed
<i>SOUNDS OF A DOMESTIC</i>					Count: 1
24-001387	07/04/2024	SOUNDS OF A DOMESTIC		SOULES, CALEB HOWARD	Closed
<i>STOLEN DOG</i>					Count: 1
24-001427	07/09/2024	STOLEN DOG		KUSMIERSKI, TRAVIS	Closed
<i>SUICIDAL FEMALE</i>					Count: 1
24-001363	07/01/2024	SUICIDAL FEMALE		JONES, CALEB	Closed
<i>SUICIDAL STATEMENTS</i>					Count: 1
24-001446	07/13/2024	SUICIDAL STATEMENTS		SIETSEMA, ETHAN	Closed
<i>SUICIDAL SUBJECT</i>					Count: 1
24-001574	07/31/2024	SUICIDAL SUBJECT		SOULES, CALEB HOWARD	Turned Over
<i>SUSPICIOUS</i>					Count: 8
24-001377	07/03/2024	SUSPICIOUS		SOULES, CALEB HOWARD	Closed
24-001429	07/10/2024	SUSPICIOUS		JONES, CALEB	Closed
24-001509	07/22/2024	SUSPICIOUS		BULTSMA, ZACHARY NEAL	Closed
24-001529	07/24/2024	SUSPICIOUS		BULTSMA, ZACHARY NEAL	Closed
24-001536	07/26/2024	SUSPICIOUS		BULTSMA, ZACHARY NEAL	Closed
24-001545	07/27/2024	SUSPICIOUS		BULTSMA, ZACHARY NEAL	Closed
24-001547	07/27/2024	SUSPICIOUS		BULTSMA, ZACHARY NEAL	Closed
24-001571	07/31/2024	SUSPICIOUS		SOULES, CALEB HOWARD	Closed

Incident Description Count Report

Report Criteria:

Start Date	End Date	Status
07/01/2024	07/31/2024	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>SUSPICIOUS CAR</i>					Count: 1
24-001405	07/06/2024	SUSPICIOUS CAR		JONES, CALEB	Closed
<i>SUSPICIOUS NOISE</i>					Count: 1
24-001366	07/02/2024	SUSPICIOUS NOISE		BULTSMA, ZACHARY NEAL	Closed
<i>SUSPICIOUS PERSON</i>					Count: 1
24-001304	07/06/2024	SUSPICIOUS PERSON		JONES, CALEB	Closed
<i>SUSPICIOUS PHONE CALL</i>					Count: 1
24-001575	07/31/2024	SUSPICIOUS PHONE CALL		SIETSEMA, ETHAN	Closed
<i>SUSPICIOUS SITUATION</i>					Count: 2
24-001384	07/04/2024	SUSPICIOUS SITUATION		SIETSEMA, ETHAN	Closed
24-001385	07/04/2024	SUSPICIOUS SITUATION		SIETSEMA, ETHAN	Closed
<i>SUSPICIOUS VEHICLE</i>					Count: 2
24-001434	07/11/2024	SUSPICIOUS VEHICLE		KUSMIERSKI, TRAVIS	Closed
24-001518	07/23/2024	SUSPICIOUS VEHICLE		KUSMIERSKI, TRAVIS	Closed
<i>THREAT / DISPUTE</i>					Count: 1
24-001556	07/28/2024	THREAT / DISPUTE		KUSMIERSKI, TRAVIS	Closed
<i>THREATS</i>					Count: 1
24-001361	07/01/2024	THREATS		SIETSEMA, ETHAN	Closed
<i>THREATS REPORT</i>					Count: 1
24-001526	07/24/2024	THREATS REPORT		JONES, CALEB	Closed
<i>THREATS VIA EMAIL</i>					Count: 1
24-001458	07/14/2024	THREATS VIA EMAIL		KUSMIERSKI, TRAVIS	Closed
<i>TRUCK VS TRAILER</i>					Count: 1
24-001482	07/18/2024	TRUCK VS TRAILER		KUSMIERSKI, TRAVIS	Closed
<i>UNFOUNDED ALARM</i>					Count: 1
24-001490	07/19/2024	UNFOUNDED ALARM		JONES, CALEB	Closed
<i>VEHICLE FIRE</i>					Count: 1
24-001396	07/05/2024	VEHICLE FIRE		KUSMIERSKI, TRAVIS	Closed
<i>VEHICLE FIRE / DRIVING VIOLATION</i>					Count: 1
24-001506	07/21/2024	VEHICLE FIRE / DRIVING VIOLATION		JONES, CALEB	Closed
<i>VEHICLE IN FIRE LANE</i>					Count: 1
24-001426	07/09/2024	VEHICLE IN FIRE LANE		KUSMIERSKI, TRAVIS	Closed

Incident Description Count Report

Report Criteria:

Start Date	End Date	Status
07/01/2024	07/31/2024	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>VERBAL DOMESTIC</i>					Count: 1
24-001569	07/30/2024	VERBAL DOMESTIC		BULTSMA, ZACHARY NEAL	Closed
<i>VIN INSPECTION</i>					Count: 2
24-001462	07/15/2024	VIN INSPECTION		JONES, CALEB	Closed
24-001481	07/17/2024	VIN INSPECTION		SIETSEMA, ETHAN	Closed
<i>WALK AWAY / SUICIDAL</i>					Count: 1
24-001488	07/19/2024	WALK AWAY / SUICIDAL		JONES, CALEB	Closed
<i>WEAPON BRANDISHED</i>					Count: 1
24-001516	07/22/2024	WEAPON BRANDISHED		SIETSEMA, ETHAN	Open
<i>WELFARE CHECK</i>					Count: 4
24-001415	07/08/2024	WELFARE CHECK		BULTSMA, ZACHARY NEAL	Closed
24-001424	07/09/2024	WELFARE CHECK		SOULES, CALEB HOWARD	Closed
24-001483	07/18/2024	WELFARE CHECK		KUSMIERSKI, TRAVIS	Closed
24-001527	07/24/2024	WELFARE CHECK		JONES, CALEB	Closed
					Total: 164

Ticket Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense
07/01/2024	07/31/2024	.653A1A	Y

Ticket	Issued Date	Ticket Type	Location	Officer	
257.255 -- Expired Registration Plate					Count: 2
44034	07/05/2024	Appearance	M37/ 13 MILE	JONES,CALEB	
44017	07/07/2024	Civil Infraction	DIVISION/STATE	BULTSMA,ZACHARY,NEAL	
257.301 -- Expired Operators License					Count: 1
44034	07/05/2024	Appearance	M37/ 13 MILE	JONES,CALEB	
257.312A -- No Cycle endorsement					Count: 1
44016	07/07/2024	Civil Infraction	STATE/DIVISION	BULTSMA,ZACHARY,NEAL	
257.328 -- No Proof of Insurance on a motor vehicle					Count: 1
44016	07/07/2024	Civil Infraction	STATE/DIVISION	BULTSMA,ZACHARY,NEAL	
257.612 -- Disregarded Stop and Go Light					Count: 2
44015	07/06/2024	Civil Infraction	STATE/DIVISION	BULTSMA,ZACHARY,NEAL	
44018	07/10/2024		GARDNER/STATE	BULTSMA,ZACHARY,NEAL	
257.614 -- Disregarded Red Flashing Stop and Go Light					Count: 5
44014	07/06/2024	Civil Infraction	STATE/DIVISION	BULTSMA,ZACHARY,NEAL	
44019	07/11/2024	Civil Infraction	DIVISION/STATE	BULTSMA,ZACHARY,NEAL	
44020	07/11/2024	Civil Infraction	DIVISION/STATE	BULTSMA,ZACHARY,NEAL	
44021	07/24/2024	Civil Infraction	STATE/DIVISION	BULTSMA,ZACHARY,NEAL	
44022	07/27/2024	Civil Infraction	DIVISION/STATE	BULTSMA,ZACHARY,NEAL	
257.618 -- Fail to Stop and ID at PDA (Misdemeanor)					Count: 1
44035	07/24/2024	Misdemeanor	IDA RED & W DIVISION	JONES,CALEB	
257.625(1) -- Operating While Intoxicated (O.W.I.)					Count: 1
44013	07/03/2024	Misdemeanor	S UNION/SILVERCREEK	BULTSMA,ZACHARY,NEAL	
257.627 -- Exceeded Prima Facia Speed Limit 70/55					Count: 2
44034	07/05/2024	Appearance	M37/ 13 MILE	JONES,CALEB	
44017	07/07/2024	Civil Infraction	DIVISION/STATE	BULTSMA,ZACHARY,NEAL	
257.649(6) -- Fail to Stop at Stop Sign					Count: 1
44121	07/23/2024	Civil Infraction	EVERGREEN/RIVER	SIETSEMA,ETHAN	
					Total: 17